

**ORDINANCE #69372
Board Bill No. 258**

An ordinance relating to parks; imposing, under and by the authority of Sections 67.1700 to 67.1769 RSMo (August 28, 2012), subject to the approval of the voters, an additional three-sixteenths of one cent sales tax on all retail sales made in the City of St. Louis which are subject to taxation as provided for in Sections 144.010 to 144.525 and 67.1700 to 67.1769 RSMo, for the purpose of funding the operation and maintenance of the Metropolitan Park and Recreation District and parks owned by and located in the City of St. Louis, in addition to any and all other sales taxes allowed by law; submitting to the qualified voters of the City of St. Louis a proposal to approve this Ordinance; providing for an election and the manner of voting thereat; providing that if such question shall receive the votes of a majority of the voter voting thereon that such tax shall be authorized and in effect as provided in Sections 67.1700 to 67.1769 RSMo (August 28, 2012); providing that the tax imposed pursuant to the provisions of this Ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 and 67.1700 to 67.1769 RSMo; providing for the allocation of the proceeds of such tax to certain purposes; providing that certain real property previously designated as part of the Gateway Mall Master Plan shall instead be part of the projects funded by the portion of such proceeds applied by the Metropolitan Park and Recreation District pursuant to this Ordinance; and containing an interpretation clause, a severability clause and an emergency clause.

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

SECTION ONE. Under and by the authority of Sections 67.1700 to 67.1769 RSMo (August 28, 2012), there is hereby imposed, subject, however, to the approval of the qualified voters as hereinafter provided, an additional three-sixteenths of one cent sales tax on retail sales (excluding sales of food and prescription drugs) made in the City of St. Louis for the purpose of funding certain operations and maintenance of the Metropolitan Park and Recreation District and of parks owned and operated by the City of St. Louis, in addition to any and all other sales tax allowed by law.

SECTION TWO. The following question is hereby submitted to the qualified voters of the City of St. Louis and shall be voted upon at an election to be held as hereinafter provided. The question shall read substantially in words and figures as follows:

PROPOSITION P

**SAFE AND ACCESSIBLE
ARCH AND PUBLIC PARKS INITIATIVE**

For the purpose of increasing safety, security, and public accessibility for the Gateway Arch grounds and local, county and regional parks and trails for families and disabled and elderly visitors, and for providing expanded activities and improvements of such areas, shall the City of St. Louis join such other of the counties of St. Louis and St. Charles to impose a three-sixteenths of one cent sales tax in addition to the existing one-tenth of one cent sales tax applied to such purposes, with sixty percent of the revenues derived from the added tax allocated to the Metropolitan Park and Recreation District for Gateway Arch grounds and other regional park and trail improvements, and the remaining forty percent allocated to the City of St. Louis for park improvements as authorized by the Board of Aldermen of the City of St. Louis under Ordinance No. _____ on the ____ day of _____, 2013, with such tax not to include the sale of food and prescription drugs and to be subject to an independent annual public audit?

Yes No

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION THREE. The foregoing question shall be submitted to the qualified voters at an election called and to be held on Tuesday, the [second (2nd)] day of April, 2013, and if the question shall receive in its favor the votes of a majority of the voters voting thereon, the tax shall be authorized and shall become effective as provided in Sections 67.1700 to 67.1769 RSMo (August 28, 2012). The qualified voters may, at such election, vote a ballot in substantially the following form:

PROPOSITION P**SAFE AND ACCESSIBLE
ARCH AND PUBLIC PARKS INITIATIVE**

For the purpose of increasing safety, security, and public accessibility for the Gateway Arch grounds and local, county and regional parks and trails for families and disabled and elderly visitors, and for providing expanded activities and improvements of such areas, shall the City of St. Louis join such other of the counties of St. Louis and St. Charles to impose a three-sixteenths of one cent sales tax in addition to the existing one-tenth of one cent sales tax applied to such purposes, with sixty percent of the revenues derived from the added tax allocated to the Metropolitan Park and Recreation District for Gateway Arch grounds and other regional park and trail improvements, and the remaining forty percent allocated to the City of St. Louis for park improvements as authorized by the Board of Aldermen of the City of St. Louis under Ordinance No. _____ on the ___ day of _____, 2013, with such tax not to include the sale of food and prescription drugs and to be subject to an independent annual public audit?

Yes No

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION FOUR. The Board of Election Commissioners of the City of St. Louis shall provide notice of such election pursuant to Section 115.127 RSMo, shall provide the ballots or voting machines, or both, and shall conduct the election and shall ascertain the results thereof, all according to the laws regulating such elections. Upon approval of this Ordinance, it shall be published once in the City Journal. Proof of publication of this Ordinance shall be made by affidavit of the City Register and such affidavit shall be filed in the office of the City Register and a copy of said publication shall be attached thereto.

SECTION FIVE. The provisions of Sections 67.1700 to 67.1769 RSMo (August 28, 2012) are adopted and incorporated herein by reference as if fully set forth herein.

SECTION SIX. The tax imposed pursuant to the provisions of this Ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 and 67.1700 to 67.1769 RSMo.

SECTION SEVEN. The portion of the revenue derived from the additional tax authorized by this Ordinance and allocated to the Metropolitan Park and Recreation District for Gateway Arch grounds shall be applied to property owned or controlled by the City of St. Louis as provided for in that certain Cooperation Agreement to be adopted by the City of St. Louis, the Port Authority of the City of St. Louis, the Metropolitan Park and Recreation District and CityArchRiver 2015 Foundation in the form attached hereto, and as amended or supplemented from time to time, and that certain comprehensive capital improvements program agreement authorized in Section 67.1742(2) RSMo (August 28, 2012).

SECTION EIGHT. The portion of the revenue derived from the additional tax authorized by this Ordinance which is returned to the City of St. Louis from the tax authorized by this Ordinance pursuant to Section 67.1754 RSMo shall be deposited in the special trust fund created pursuant to Ordinance No. 64994, known as the Metropolitan Park and Recreation District Capital Improvements Sales Tax Trust Fund (the Metro Parks Trust Fund), to consist of two accounts, namely, a Major Parks Capital Improvements Account and a Neighborhood Parks Capital Improvements Account. All revenue of the Metro Parks Trust Fund and all interest on such revenue shall be allocated and credited upon receipt as follows: forty percent (40%) to the Major Parks Capital Improvements Account and sixty percent (60%) to the Neighborhood Parks Capital Improvements Account. Notwithstanding any provision of Ordinance No. 64994, the portion of the revenue derived from the additional tax authorized by this Ordinance that is credited and allocated to the Major Parks Capital Improvements Account shall be credited and allocated to six sub-accounts, one each for capital improvements in Carondelet, Fairground, Forest, O'Fallon, Tower Grove and Willmore Parks (the Major Parks) in the following proportions: Carondelet, fifteen and one-tenth percent (15.1%), Fairground, eleven percent (11%); Forest, thirty and six-tenths percent (30.6%); O'Fallon, ten and seven-tenths percent (10.7%); Tower Grove, twenty-three and six-tenths percent (23.6%) and Willmore, nine percent (9%).

SECTION NINE. Appropriations from the Metro Parks Trust Fund shall be made pursuant to the policies and procedures for capital improvements planning and budgeting as provided in Ordinance 60419, as amended; provided, however, that as part of the annual budget preparation process, the Director of Parks Recreation and Forestry shall prepare and submit to the Budget Division his or her recommendations for expenditure of revenues on deposit in: i) the Major Parks Capital Improvements Account in a manner

similar to current procedures for appropriating revenues in the Major Park Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund established by Ordinance 62885; and ii) the Neighborhood Parks Capital Improvements Account pursuant to Section Ten hereof.

SECTION TEN. Revenue on deposit in the Neighborhood Parks Capital Improvements Account shall only be expended for capital improvements projects in public parks owned by the City of St. Louis and maintained by the City's Department of Parks, Recreation and Forestry; provided, however, that no revenues in such account shall be expended for projects in any Major Park. Further, revenues, in such account shall not be expended for more than seventy-five percent (75%) of the cost of any specific capital improvement project. Matching funds for any such specific capital improvement project shall be accepted by the Comptroller from any source whatsoever, including, but not limited to: i) revenues in any Ward Capital Improvements Sub-Account of the Capital Improvements Sales Tax Trust Fund established by Ordinance 62885; ii) Community Development Block Grant Funds; and iii) private donations and/or private and public grants on deposit in the City Treasury in accounts established by the Comptroller for such purpose.

In preparing and submitting to the Budget Division his or her annual appropriation recommendations for Neighborhood Parks, the Director of Parks, Recreation and Forestry shall consider various factors, including, but not limited to: i) the relative capital improvement needs of the neighborhood parks; ii) the amount of Neighborhood Parks Capital Improvements Account funds appropriated to specific Wards and neighborhoods in previous years; iii) the percentage of non—Metro Parks Trust Fund matching funds available for the project; and iv) that each annual appropriation be balanced to provide neighborhood park improvements in as many different Wards and neighborhoods as possible. In addition, said recommendations shall be approved by resolution of the Parks and Environmental Matters Committee of the Board of Aldermen prior to their submission to the Budget Division.

SECTION ELEVEN. All monies from any account or sub-account within the Metro Parks Trust Fund shall be expended only by appropriating ordinances. No money credited and allocated to any account or sub-account within the Metro Parks Trust Fund shall be: i) transferred to any other fund, account or sub-account; or ii) appropriated, expended, used or encumbered for any purpose other than capital improvements as indicated by the name of the respective account or sub-account.

SECTION TWELVE. The City shall not decrease its annual general revenue or capital fund appropriations or expenditures for park and recreation purposes from general revenues or capital funds as a result of the approval of the voters of the sales tax authorized by this Ordinance.

SECTION THIRTEEN. This Ordinance is intended to be a supplement to, consistent with and not in derogation of Ordinance No. 64994. All provisions of Ordinance No. 64994 shall remain in full force and effect and shall apply with respect to the additional tax approved in this Ordinance except as expressly provided for herein and all provisions of this Ordinance shall be interpreted consistent with Ordinance No. 64994 unless clearly inconsistent, and in the case of any such inconsistency, the inconsistent provision of this Ordinance shall apply only with respect to the additional tax approved in this Ordinance.

SECTION FOURTEEN. Notwithstanding any provision of Ordinance No. 68407 or the St. Louis Gateway Mall Master Plan, the area bounded by Broadway, Market Street, 7th Street and Chestnut Street shall be included in the projects funded in part by the portion of such proceeds applied by the Metropolitan Park and Recreation District pursuant to this Ordinance; and shall not be governed by Ordinance No. 68407 with respect to the Gateway Mall Master Plan. Except as provided herein, Ordinance No. 68407 for the area bounded by 7th Street, Market Street, 21st Street and Chestnut Street shall remain in full force and effect.

SECTION FIFTEEN. If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance, to the extent severable therefrom, shall not thereby be invalidated.

SECTION SIXTEEN. This being an ordinance providing for the submission of a question to the voters, it is hereby declared to be an emergency ordinance as provided by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his or her veto.

COOPERATION AGREEMENT

By and Among the
Metropolitan Park and Recreation District
d/b/a The Great Rivers Greenway District

and

The City of St. Louis

and

The Port Authority of the
City of St. Louis

And

City Arch River 2015 Foundation

THIS AGREEMENT is made and entered into the ____ day of January, 2013 by and among the METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT, a body corporate and a political subdivision of the State of Missouri, the CITY OF ST. LOUIS, MISSOURI, a Missouri Charter City, the PORT AUTHORITY of the City of St. Louis, and CITY ARCH RIVER 2015 FOUNDATION, a not-for-profit corporation, existing under a Pro-Forma Decree of the Circuit Court of the City of St. Louis, Missouri.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article 1 of this AGREEMENT.

RECITALS

- A. The DISTRICT is a political subdivision duly organized and validly existing under the laws of the State of Missouri.
- B. The DISTRICT is currently authorized and empowered under Section 67.1700, et seq., of the Revised Statutes of Missouri, to develop, operate and maintain a system of interconnecting trails and parks and to contract with public and private entities or individuals, both within and without the State of Missouri, the United States or any agency thereof in furtherance of any of its purposes.
- C. The CITY is a Charter City organized and existing under the provisions of the Constitution of the State of Missouri.
- D. The PORT AUTHORITY of the City of St. Louis is a political subdivision of the State of Missouri.
- E. The CITYARCHRIVER PROJECT AREA consists of land owned and/or operated by the City, State of Missouri and the National Park Service, U.S. Department of Interior. A description and map of the CITYARCHRIVER PROJECT AREA is attached hereto as **Exhibit F**.
- F. CITY ARCH RIVER 2015 FOUNDATION is a pro-forma decree corporation, organized to promote the well-being of the St. Louis region and to connect and unify the streetscapes, roadways and landscapes of the Jefferson National Expansion Memorial Park and adjacent portions of Downtown, the Mississippi River and the riverfront of the State of Illinois facing the Gateway Arch.
- G. The CENTRAL RIVERFRONT PROJECT SITE consists of a public street owned and operated by the CITY known as "Leonor K. Sullivan Boulevard" and the immediate surrounding real estate. A description and map of the CENTRAL RIVERFRONT PROJECT SITE is attached hereto as **Exhibit A**.
- H. The RIVERFRONT DISTRICT PROJECT SITE consists of several parcels of real estate adjacent to and generally north of the ARCH GROUNDS. A description and map of the RIVERFRONT PROJECT SITE is attached hereto as **Exhibit B**.
- I. The DISTRICT, the CITY, the PORT AUTHORITY and CITY ARCH RIVER 2015 FOUNDATION wish to engage in comprehensive and coordinated development of both PROJECT SITES to include the following improvements:
- PHASE I:** construction of a raised and expanded roadway providing improved traffic flow and enhanced pedestrian amenities for bicyclists and pedestrians on Leonor K. Sullivan Boulevard between Chouteau Avenue to the south and Biddle Street to the north for the purpose of connecting the Confluence, Mississippi River and Chouteau Greenways; and
- PHASE II:** a comprehensive and collaborative redevelopment strategy to acquire and develop additional green space adjacent to Leonor K. Sullivan Blvd. and spur economic development in three distinct portions of the area; 1. Laclede's Landing; 2. Pinnacle Entertainment; 3. The Industrial Lands North of Biddle Street; and 4. The Riverfront Trail and trailhead at Biddle Street.
- J. These parties envision a comprehensive set of agreements and ordinances which will establish a partnership with defined

powers concerning developments herein specified to operate and maintain an area to include, but not be limited to, the CENTRAL RIVERFRONT PROJECT SITE and the RIVERFRONT DISTRICT SITE. Said agreements will be fully executed before implementations of projects requiring financial commitments from the DISTRICT beyond those set forth in this AGREEMENT.

K. The PORT AUTHORITY and the City of St. Louis will agree to allow development of Phase I which is currently under its jurisdiction. However, the parties agree that Phase I construction shall not commence unless an operation and maintenance agreement is approved by the District's Board of Directors, CAR's Board of Directors and the City's Board of Aldermen.

L. A portion of the CITYARCHRIVER PROJECT AREA consists of City owned and operated public streets and parcels of real estate immediately west of the ARCH GROUNDS located within downtown St. Louis. The City and the PORT AUTHORITY, to the extent that this portion of the CITYARCHRIVERPROJECT AREA lies within the PORT AUTHORITY'S jurisdiction, will agree to allow improvements to said land by the DISTRICT and CAR. All plans and specifications for the proposed improvements shall be approved by the City's Board of Public Service prior to the commencement of construction.

M. To the extent permitted by law, the CITY will accept certain parcels of real estate and, through appropriate ordinances, designate such real estate as public open space in perpetuity subject to appropriate agreements among the parties hereto regarding ownership, control, operation and maintenance.

N. On October 11, 2011 the DISTRICT's Board of Directors adopted Resolution No. 2011.59 and Resolution 2011.60 approving the DISTRICT's commencement of design of Phase I and approving the deadline of June 30, 2012 for execution of this AGREEMENT. Said deadline has been extended by mutual consent to November 13, 2012.

O. On December 27, 2011, the DISTRICT and CITY ARCH RIVER 2015 FOUNDATION entered into a DESIGN AGREEMENT for schematic design of Phase I of the PROJECT as well as an AGREEMENT with David Mason & Associates for survey and preliminary engineering of Phase I of the PROJECT.

P. This AGREEMENT describes PROJECT funding details, operations and maintenance provisions, transportation improvements and sources of revenue from public and private entities involved with Phase I of the PROJECT and describes the intent and obligations of the parties hereto with regard to Phase II of the PROJECT.

Q. In the event the parties, for any reason, are unable to meet the timelines or agreed benchmarks set forth in this AGREEMENT, the DISTRICT may elect to withdraw from the AGREEMENT without further obligation or liability. Notwithstanding any language to the contrary, should the DISTRICT commence construction on any phase of the PROJECTS provided for in this AGREEMENT, and then elect to withdraw from this AGREEMENT, the DISTRICT shall be obligated, at the option of the City, to return all City property, including but not limited to right-of-ways and real estate, which was altered by way of said construction, to a condition that is deemed satisfactory as determined solely by the City without expense to the City or Port Authority.

AGREEMENT

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

ARTICLE 1. DEFINITIONS

Section 1.1 Terms Used Herein. As used in this AGREEMENT, the following words and terms shall have the following meanings:

“AGREEMENT” means this COOPERATION AGREEMENT.

“ARCH” or “ARCH GROUNDS” means the Jefferson National Expansion Memorial as defined by the National Park Service, U.S. Department of Interior.

“BENCHMARKS” means the dates upon which those elements of a PROJECT will be complete and/or require funding and which dates must be met in order for the DISTRICT to continue its obligation under this AGREEMENT. The BENCHMARKS are described in **Exhibit C**.

“CITY ARCH RIVER” or “CAR” means the City Arch River 2015 Foundation, a pro-forma decree corporation,

organized in the Circuit Court of the City of St. Louis and existing pursuant to the laws of the State of Missouri.

“**CITY**” means the City of St. Louis, Missouri, a political subdivision of the State of Missouri existing pursuant to the laws of the State.

“**CITYARCHRIVER PROJECT AREA**” means the area described in **Exhibit F** which is attached hereto and made a part hereof.

“**CENTRAL RIVERFRONT PROJECT SITE**” means the area described in **Exhibit A** which is attached hereto and made a part hereof.

“**COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT**” or “**CCIPA**” means a document setting forth a comprehensive capital improvements program agreement in the event that an additional sales tax is authorized by the voters of at least two of the jurisdictions composing the DISTRICT pursuant to Section 67.1715-2 of the Revised Statutes of Missouri. The COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT shall use the same format as the DISTRICT’S annual capital budget plan and will be updated as necessary with a capital budget document approved by the DISTRICT’S Board of Directors.

“**CONTRACTOR**” means any contractor or contractors hired to work on construction or development of a PROJECT.

“**CONSTRUCTION PLANS**” means the plans, drawings specifications and related documents, and construction schedules for the construction of the PROJECT which shall be prepared by consultants contracted by the DISTRICT, substantially as set forth in the Site Plan and Concept Drawings, together with all supplements, amendments or corrections thereto.

“**DESIGN AGREEMENTS**” means the Agreements executed by the DISTRICT and CAR dated December 27, 2011, engaging MVVA for preliminary design services and the Agreement executed by the DISTRICT engaging David Mason & Associates for survey and engineering services.

“**DISTRICT**” means the Metropolitan Park and Recreation District, a body corporate and a political subdivision of the State of Missouri, organized and existing pursuant to Section 67.1700, et seq. and doing business as the Great Rivers Greenway District.

“**GOVERNMENTAL APPROVALS**” means all licensing, plat approvals, rezoning or other zoning changes, site plan approvals, site approvals, building and use permits, variances or other regulatory, subdivision, zoning or similar approvals required for the implementation of the Project.

“**MVVA**” means Michael Van Valkenburgh Associates.

“**MASON**” means David Mason & Associates.

“**PHASE I**” means any work contracted, performed or anticipated on the CENTRAL RIVERFRONT PROJECT SITE.

“**PHASE II**” means any work contracted, performed or anticipated on the RIVERFRONT DISTRICT PROJECT SITE.

“**PORT AUTHORITY**” means the Port Authority of the City of St. Louis, a political subdivision of the State of Missouri created by the City of St. Louis pursuant to enabling legislation contained in Chapter 68 of the Missouri Revised Statutes.

“**PROJECT BUDGET**” shall mean the total expenditures contemplated by this AGREEMENT as set forth in **Exhibit D** of this AGREEMENT which is attached hereto and made a part hereof.

“**PROJECT TEAM**” shall mean the team comprising one member from each party to this AGREEMENT, said team being responsible for the day-to-day decisions regarding the PROJECT.

“**RIVERFRONT DISTRICT PROJECT SITE**” means the area described in **Exhibit B** which is attached hereto and made a part hereof.

“**STATE**” means the State of Missouri.

“**TRANSRIVER AUTHORITY**” or “**TRA**” means the TransRiver Authority, a Chapter 355 not-for-profit corporation

organized under the laws of the State of Missouri and affiliated with CAR providing construction oversight for CAR.

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

Section 1.3 Incorporation Herein. All of the above Definitions and foregoing Recitals are incorporated into and made a part of this AGREEMENT.

ARTICLE 2. PHASE I DESCRIBED

Section 2.1 Description of Tasks. Phase I involves the design, construction, operation and maintenance of a new open and public roadway and a vibrant and active public space on the current site of Leonor K. Sullivan Boulevard which will elevate the current street level and provide for special events, a public promenade and gathering space for enjoying the Mississippi River and the outdoors and which will improve the flow of vehicular traffic and facilitate walking, hiking and cycling access to the ARCH GROUNDS. **Exhibit A** describes the tasks in preliminary detail.

Section 2.2 Additional Improvements to the ARCH. Phase I of the CENTRAL RIVERFRONT PROJECT is the first phase of an anticipated cooperative development encompassing the ARCH and surrounding areas which will connect and unify the streetscapes, roadway and landscape of the Jefferson National Expansion Memorial Park and the Great Rivers Greenway regional system of parks, trails and open space and adjacent portions of downtown St. Louis, the Mississippi River and the riverfront of the State of Illinois facing the ARCH.

Section 2.3 Contemplated Agreements Regarding Phase I.

The parties hereto, together with other parties who may be necessary or helpful in the accomplishment of the goals set forth in Article 2.2 contemplate further agreements for development which will allow ongoing cooperative activity and ensure sound and sustainable operations and maintenance practices as a single public space. Such agreements (including the RIVERFRONT DISTRICT PROJECT SITE PHASE II) will be negotiated by the parties as circumstances require.

ARTICLE 3. PHASE II DESCRIBED

Section 3.1 Description of Tasks. Phase II involves a comprehensive and collaborative redevelopment strategy to acquire and develop additional green space and other property adjacent to Leonor K. Sullivan Boulevard to spur economic development in four distinct zones. Those zones are:

1. Laclede’s Landing
2. Pinnacle Entertainment
3. Industrial area north of Biddle Street
4. The Riverfront Trail and trailhead at Biddle Street

Section 3.2 Acquisitions. Completion of Phase II will require acquisition of real estate through fee, right of way or license to various parcels within the RIVERFRONT DISTRICT PROJECT SITE necessary to complete Phase II. The parties hereto agree to cooperate in obtaining the property necessary for the execution of Phase II and that the acquired property shall to the extent permitted by law be titled to Great Rivers Greenway District to remain in perpetuity for use as parks and trails.

Section 3.3 Phase II Agreements. The parties hereto will execute a comprehensive development agreement for the development of the RIVERFRONT DISTRICT including provisions for acquisition of property, design, construction, operation and maintenance. Such agreements will be prepared and executed when funds become available and may include additional parties deemed necessary for the successful completion and operation of Phase II.

ARTICLE 4.
DESIGN AND CONSTRUCTION OF PHASE I

Section 4.1 Preliminary Design. The DISTRICT and CAR have entered into DESIGN AGREEMENTS dated December 27, 2011. Pursuant to such Agreements, the parties have engaged Michael Van Valkenburgh Associates, Inc. ("MVVA") and David Mason & Associates ("MASON") to provide engineering and design services for the CENTRAL RIVERFRONT PROJECT SITE. The deliverables defined in the DESIGN AGREEMENTS are set forth in **Exhibit E**. All design, survey, and deliverables produced by MVVA and MASON are incorporated herein by reference and are made a part of this agreement and the obligations contained herein.

Section 4.2 Intermediate Design. As of the date of this AGREEMENT, additional engineering and design services will be required to move the CENTRAL RIVERFRONT PROJECT SITE to a point where additional approvals can be obtained. The DISTRICT agrees to contribute and pay to CAR an additional sum not to exceed seventy-five thousand dollars (\$75,000.00) to pay the cost of additional services by MVVA. The DISTRICT further agrees to authorize and pay to MASON an additional sum not to exceed fifty thousand dollars (\$50,000.00) to coordinate these additional engineering and design services. The sums described in this paragraph represent the total commitment of the DISTRICT for engineering and design services or tasks until the CITY and the PORT AUTHORITY grant formal approval to a comprehensive cooperation agreement encompassing the CENTRAL RIVERFRONT PROJECT SITE and the RIVERFRONT DISTRICT PROJECT SITE to the satisfaction of the DISTRICT.

Section 4.3 Design Enhancements. In the event the Preliminary Design prepared by MVVA and MASON shall be deemed by the DISTRICT to be insufficient or the DISTRICT shall determine it wishes to enhance the preliminary design to include additional features or amenities, the DISTRICT, at its own expense, may commission MVVA and MASON to prepare an enhanced design incorporating the additional features or amenities and, in the event any other party shall desire additional engineering and design enhancements, that party may, at its own expense, request the same upon approval of the DISTRICT and CAR. Any enhanced design plans or specifications shall be submitted to the City's Board of Public Service for approval.

Section 4.4 Final Design. The final engineering and design criteria shall be agreed among the parties to this AGREEMENT. Construction shall not begin until such final engineering and design specifications are approved in writing by the funding parties, the City's Board of Public Service and TransRiver Authority.

Section 4.5 Financial Commitments of the DISTRICT and CAR. The DISTRICT will commit the sum of \$14,397,000 and CAR will commit the remainder of the funds necessary for the completion of PHASE I tasks. Said amounts are not required to be from any particular source and may be contributed by outside entities, but the DISTRICT and CAR remain responsible for each of their respective commitments. **Exhibit D** sets forth the PHASE I budget upon which these commitments are based. Regardless of any increase in the budget for PHASE I, the commitment of the DISTRICT will not be increased without a separate written agreement stating specific purposes and amounts in excess of those described in Exhibit D.

Section 4.6 Responsibility for Expenditures.

Except for the DISTRICT commitment set forth in Section 4.5, all other funds required by the PROJECT BUDGET shall be provided by CAR and other public and private funding sources as outlined in the budget. Said public funds shall be distributed and disbursed as outlined by the statutes and indentures governing the funds. CAR will distribute and disburse all private funds necessary to complete the project. The DISTRICT will administer both public and private funding pursuant to the laws, policies, bylaws and procedures applicable to the DISTRICT. BENCHMARKS contained in **Exhibit C**, which is attached hereto and made a part hereof, set forth timelines for receipt of funds from CAR or other public sources. Should CAR or other public sources fail to meet any of the funding deadlines, the DISTRICT may, at its sole option, suspend further expenditures on the PROJECT until said funding deadline is met. As funds are needed to expeditiously complete the work on this PROJECT, the DISTRICT will notify CAR as provided in the BENCHMARKS outlined in **Exhibit C**.

Section 4.7 Procurement of Goods and Services. All contractors participating in the construction of the PROJECT will be selected and contracted in accordance with the Procurement Policy in effect at the DISTRICT and pursuant to the laws applicable thereto. In such selections, the DISTRICT intends to follow all applicable Charter requirements, ordinances, codes, executive orders and rules and regulations of the CITY in the selection of contractors. Additionally, the District agrees to make good faith efforts to meet goals for minority participation, including MBE/WBE/DBE. To the extent required by law, the DISTRICT shall comply with all prevailing wages and living wage requirements.

Section 4.8 Control and Supervision of Work. The DISTRICT will be the primary entity supervising construction on the PROJECT in cooperation with the TransRiver Authority. Each party to this AGREEMENT shall designate, in writing, an individual who will be responsible for day-to-day decisions required on the part of that party. Collectively, these persons shall be

known as the

“**PROJECT TEAM**” which will meet no less than monthly or more frequently as requested by the DISTRICT and TransRiver Authority.

Section 4.9 Performance of Work. To the extent any party hereto exercises control over CONTRACTORS, such party shall require that CONTRACTORS perform all tasks in strict compliance with the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225 and 611 and all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri’s accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or updates to any of these standards in effect at the time of construction. Regarding any property owned, leased, operated or governed by the Missouri Department of Transportation (MoDOT), CONTRACTOR will be required to ensure that all requirements of that agency pertaining to this PROJECT are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri’s accessibility standards or MoDot requirements, whether in accordance with plans or at the discretion of the CONTRACTORS, must be approved in writing by the DISTRICT or its authorized representative before construction or installations by the CONTRACTOR.

ARTICLE 5. IMPLEMENTATION

Section 5.1 Creation of Development Partnership. The parties hereto wish to create a permanent partnership to coordinate and maintain a vibrant and sustainable environment in and around the ARCH GROUNDS, in the area shown in **Exhibit F**, including the areas described herein as the CENTRAL RIVERFRONT PROJECT SITE and the RIVERFRONT DISTRICT PROJECT SITE and such portions of the Arch grounds as shall be designated by the National Park Service. Such partnership will emphasize the national historic importance of the ARCH, the Eads Bridge and related amenities and will enable greater public use and enjoyment of the areas within its boundaries. Among other functions, the partnership will serve as a vehicle for implementation of the COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT required by Section 67.1715-2 of the Revised Statutes of Missouri and to provide for operations and maintenance within its boundaries.

Section 5.2 Additional Funding. Together with the parties hereto, the development partnership will seek to create permanent funding sources to operate and maintain improvements within its boundaries and will explore various types of public and private activities and support for such purposes.

Section 5.3 District Activities Within the Partnership. Except for the cooperation by the DISTRICT in the completion of improvements provided in this AGREEMENT and in similar agreements for the future enhancements of the CENTRAL RIVERFRONT PROJECT SITE, the function of the DISTRICT relating to development of park and trail projects within the partnership’s boundaries will be similar to the functions currently performed by the DISTRICT in other areas of its jurisdiction. Section 5.4 Governance to be Determined. The parties hereto agree to negotiate a workable method of governing the activities of the development partnership to be created hereunder and to allocate duties and responsibilities of each party regarding participation in the development partnership.

ARTICLE 6. ADDITIONAL AGREEMENTS

Section 6.1 Rights of the DISTRICT. Completion of PHASE I of this AGREEMENT will depend upon receipt of necessary funds to pay contractors and other necessary expenses. **Exhibit C** lists BENCHMARKS for receipt of funds. Should these funds not be available when required per **Exhibit C**, the DISTRICT, at its option, may (a) suspend work on PHASE I, (b) terminate this AGREEMENT or (c) proceed with the work on PHASE I. In the event the DISTRICT exercises its option to terminate this AGREEMENT subsequent to the commencement of construction, the DISTRICT, at the option of the City, shall be obligated to return all City property, including but not limited to right-of-ways and real estate, which was altered by way of said construction, to a condition that is deemed satisfactory as determined solely by the City without expense to the City or Port Authority.

Section 6.2 Operation and Maintenance. The CITY, Port Authority, the District and CAR agree that they will develop a workable and sustainable plan for operation and maintenance utilizing the development partnership of the PHASE I improvements acceptable to the DISTRICT no later than April 30, 2013. The parties agree that construction shall not commence on any phase of the PROJECTS provided for in this AGREEMENT until an operation and maintenance agreement is approved by the District’s Board of Directors, CAR’s Board of Directors, the PORT AUTHORITY, the City’s Board of Public Service and the City’s Board of Aldermen.

Section 6.3 COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT. The parties hereto will develop a COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM as contemplated by Section 67.1742 (2) of the Revised Statutes of Missouri. The right to terminate this AGREEMENT shall remain in effect until a satisfactory CCIPA is reached and approved by the Districts Board of Directors. Notwithstanding any language to the contrary, should the DISTRICT commence construction on any phase of the PROJECTS provided for in this AGREEMENT, and then elect to withdraw from this AGREEMENT, the DISTRICT shall be obligated, at the option of the City, to return all City property, including but not limited to right-of-ways and real estate, which was altered by way of said construction, to a condition that is deemed satisfactory as determined solely by the City without expense to the City or Port Authority.

ARTICLE 7. FUNDRAISING

Section 7.1 CAR Principally Responsible. The parties hereto acknowledge the need for additional funding for PHASE I and for the continuing relationships among the parties contemplated by the additional agreements described in this AGREEMENT. The primary entity to plan and execute fundraising activities shall be CAR or such entity as CAR may create or designate as responsible for these activities.

Section 7.2 Cooperation. Both before and after the execution of said additional agreements, the parties hereto agree to cooperate and collaborate in seeking federal, regional, local state and private funds. Said cooperation shall include, but not be limited to, providing information and data to be utilized in the preparation of grant applications, executing all necessary documents required by government agencies or private donors and providing support in the form of letters or testimony as required.

ARTICLE 8. ASSIGNMENT OF RIGHTS OR DUTIES

Section 8.1 Assignment generally. With respect to the rights, duties and obligations of the parties hereto regarding the PROJECT, no assignment shall be permitted unless specifically agreed to in writing by all parties.

Section 8.2 Effect of Subsequent Agreements. With respect to the rights, duties and obligations of the parties hereto concerning their future relationship among them (including agreements which may include additional parties), the execution of binding written agreements (signed by the parties hereto) as contemplated by this AGREEMENT, will supersede this AGREEMENT with respect to the subject matter thereof.

ARTICLE 9. PUBLICITY AND CONFIDENTIALITY

Section 9.1 Confidential Information. To the extent that all or any of the parties hereto are governed by the terms of The Missouri Open Meetings Law (Section 610.010, et seq., RSMo.), these parties agree to observe the requirements that certain documents will be open to the public. To the extent that Section 610.021, RSMo. authorizes certain "meetings, records and votes" to be closed, the parties further agree that matters authorized to be closed to the public will to the extent permitted by law remain closed unless all parties hereto agree to its release.

Section 9.2 Publicity. When any party to this AGREEMENT shall prepare and disseminate any press release relating to the Central Riverfront PROJECT described herein, unless otherwise agreed, it shall contain the information that the CENTRAL RIVERFRONT PROJECT is funded in part by the GREAT RIVERS GREENWAY DISTRICT and CAR

Section 9.3 Signage. The DISTRICT agrees to coordinate wayfinding signage with the CITY, CAR and other partnerships involved in preparing wayfinding signage. CAR and the CITY understand that interpretive and greenway signage will be incorporated into the CENTRAL RIVERFRONT PROJECT for the benefit of visitors and users as part of a designated greenway. The District shall comply with all applicable City requirements as they pertain to signage.

Section 9.4 Donor Recognition. CAR, the DISTRICT and the CITY agree to coordinate preparation and installation of donor recognition signage to recognize philanthropic donations which help pay for improvements within the CITY ARCH RIVER PROJECT AREA. The DISTRICT and CAR shall comply with all applicable City requirements as they pertain to signage.

ARTICLE 10. NOTICE

Section 10.1 Notice. All notices required or permitted under this CONTRACT shall be deemed served when received by

personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid, at the following address:

Great Rivers Greenway District
6174 A Delmar Blvd.
St. Louis, MO 63112
ATTN: Executive Director

City Arch River 2015 Foundation
One Memorial Drive
Suite 700
St. Louis, MO 63102
ATTN: Executive Director

City of St. Louis, Missouri
1200 Market Street
St. Louis, MO 63103
ATTN:

Port Authority of the City of St. Louis
1520 Market Street
Suite 2000
St. Louis, MO 63103
ATTN: Nick Nichols

City of St. Louis Board of Public Service
1200 Market Street
Room 301
St. Louis, MO 63103
ATTN: President of the Board of Public Service

**ARTICLE 11.
CONTROLLING LAW**

Section 11.1 Controlling Law. This CONTRACT shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the City of St. Louis or the United States District Court for the Eastern District of Missouri.

WHEREAS, the parties hereto have affixed their hands and seals the day and date first above written, and they hereby attest that the execution of this document is the official act of their respective entities.

CITY ARCH RIVER 2015 FOUNDATION

METROPOLITAN PARK AND
RECREATION DISTRICT d/b/a
THE GREAT RIVERS GREENWAY

By _____

By _____

CITY OF ST. LOUIS, MISSOURI

PORT AUTHORITY OF ST. LOUIS, MISSOURI

By _____
Mayor

By _____

CITY OF ST. LOUIS BOARD OF PUBLIC SERVICE

By _____
Comptroller

By _____

ATTEST:

By _____
City Register

APPROVED AS TO FORM, ONLY:

By _____
City Counselor

EXHIBIT A**Description of Central Riverfront Project:****I. Geographic Location:**

- a. County: City of St. Louis
- b. Length of project: 1.6 miles
- c. Project Limits: From Biddle Street on the north to Chouteau Ave. on the south, raise Leonor K. Sullivan by 2-3.5 feet and decrease flood occurrences by 60 to 70 percent annually. Also, construct a fully multi-modal and reliable transportation corridor to the Riverfront, improving accessibility and usefulness to operations and businesses moored in this location.

II. Project Narrative:

This project creates a year round connection and usable corridor along Leonor K. Sullivan and the St. Louis Central Riverfront. The essential elements of the construction project are raising Leonor K. Sullivan 2-3.5 feet and constructing a fully multi-modal transportation corridor. The total cost of the project is estimated to be \$25,072,000 to \$33,400,000, with funds coming from The Great Rivers Greenway (\$10,720,000), Federal Transit Administration (\$700,000), Department of Interior (\$2,947,000) and private contributions (Project Gap Financing). Two federal grants to the Department of Transportation are pending and could assist in funding the construction of this project.

The project is being proposed by the Great Rivers Greenway District, a public agency supported by a dedicated sales tax with a mission of creating a regional system of parks, trails and open space. The Great Rivers Greenway District collects 1/10 of a cent of sales tax in three counties and raises approximately \$10,000,000 per year for regional greenway projects. The commitment to the Leonor K. Sullivan project is approximately one year's full allocation of sales tax, which represents a large commitment by the District, but one that is vital to the regional greenway system.

The intent of the Leonor K. Sullivan project is to create connectivity for all modes of traffic, both vehicular and pedestrian, along Leonor K. Sullivan and increase the usability of the street as a greenway connection along the Mississippi River Greenway. The construction of this project would also provide more reliable accessibility for the business along the Riverfront and all types of vehicles that need access for the Jefferson National Expansion Memorial (the "Archgrounds"). The project would closely coordinate both aesthetically and logistically with the City+Arch+River Design competition, which is currently underway with the National Park Service at the Jefferson National Expansion Memorial. The connection of the Leonor K. Sullivan to such an important publicly held park would have a very positive impact both for visitors and businesses who value the National Park experience.

III. General Information

Through the design competition process (for more, see: www.cityarchrivercompetition.org), the NPS and CAR2015 engaged a team led by Michael Van Valkenburgh Associates (MVVA) to provide design services for improvements to the JNEM and contiguous transportation, riverfront and urban fabric projects contained within the CAR2015 goals. Critical components of the project are; a pedestrian link over I-70, replacement of the bridges, roadways and ramps that are necessary due to the pedestrian link, upgrade of the City of St. Louis street grid that feeds into the JNEM and the transportation loop that services both downtown St. Louis and the Archgrounds. The design and implementation of the overall CAR2015 project will achieve two interrelated goals: mitigate the obstacles between downtown and JNEM and improve accessibility between the Arch and the Mississippi River while creating more incentives for visitors to make repeat visits. The CAR2015 project received a \$20 million allocation from the TIGER III process for the Park over the Highway (aka The Lid).

The project geography is adjacent to the Mississippi River on the east and the Jefferson National Expansion Memorial (the "Archgrounds") on the west. The enhanced and reconstructed corridor would provide for every practical mode of transportation to be accommodated, i.e. pedestrians of all abilities, bicyclists, cars, buses and trams. Leonor K. Sullivan is an important transportation corridor for downtown and for the Archgrounds experience and is heavily trafficked by tourists and local travelers. It is the most direct experience of the Mississippi River in downtown St. Louis and provides some of the most iconic views of the river in the City of St. Louis.

Beyond accommodation, the project will create an attractive and organized connection to the Mississippi River and a major National Park, which are the defining features of the City of St. Louis and the Region. The reconstruction will also dovetail with METRO's currently funded Transit in Parks Program project along Leonor K. Sullivan, which is \$1,000,000 for placing new signs, pole banners, trestle painting, and flood wall graphics as well as the reconstruction of Leonor K. Sullivan north of Eads Bridge to the Biddle Street parking lot. METRO's funded project is focused on the north portion of the project geography. METRO's project and Great Rivers Greenway proposed project will meet at the Eads Bridge and create a seamless, multi-modal corridor for people traveling along Leonor K. Sullivan to the North Riverfront Trail and all points north along the Mississippi River.

A few of the significant attractions the proposed project will connect on the Mississippi River and along the North Riverfront Trail are the McKinley Bridge Bikeway, the Mary Meachum Freedom Crossing, and the Old Chain of Rocks Bridge. Moving east of the project geography along the Eads Bridge, an entire system of parks and trails exist in Madison and St. Clair counties in Illinois.

On the south side of the project geography, the project will end at Chouteau Ave., but will provide a connection to the Mississippi River Greenway and the Chouteau

Greenway. Both of these greenway connections are current projects of GRG's and will connect both south and west of the Archgrounds along the Mississippi River and the historic Chouteau Ave. Both connections are vital for full utilization of the river as a regional asset for tourism, commerce and industry.

City Arch River 2015 Foundation has worked with NPS, the City of St. Louis, MoDOT and the US Army Corps of Engineers as well as local partners including METRO, East West Gateway, Great Rivers Greenway, and the Gateway Mall Conservancy, uniting efforts to transform the relationship between the Memorial and downtown St. Louis, of which Leonor K. Sullivan reconstruction is a key part.

Other pedestrian and bicycle paths associated with CAR2015 project will connect to a multimodal circulation network that integrates the JNEM grounds and the city. This connection will increase the alternative transportation methods available for visiting the JNEM grounds. Proposed interpretive signage will inform and guide visitors in their experience of the JNEM grounds. Proposed signage identifying parking, drop-off and circulation routes within the project area will improve traffic flow and safety for pedestrians, bicycles and vehicles.

The overall City Arch River 2015 project is estimated to cost \$577 million. CAR2015 is projected to begin construction in early 2013 and be implemented by October 28, 2015. The cumulative impact of these improvements will increase visits to the JNEM and downtown St Louis and in the process stimulate economic recovery for the region and invigorate the National Park and reestablish its relevance.

IV. Safety

The improvements proposed by the CityArchRiver Bi-State Transportation Loop will address a range of vehicular, pedestrian, and bicycle safety issues. Traffic calming measures proposed along LKS, including a slightly elevated "table top" at the base of the Arch Grounds steps and designated bus drop off zones, will create better opportunities for safely accommodating visitor arrival and gathering spaces while reducing vehicular-pedestrian circulation. The existing LKS and Front Street right of ways do not adequately provide safe vehicle-bicycle separation. Improvements in bike route delineation at both locations will separate vehicle and bicycle traffic.

V. State of Good Repair

Taken as a whole, the inefficiencies of the existing traffic network have the effect of limiting the economic vitality of the region. The reconfigured network will improve mobility and efficiency for visitors and residents and by providing a more even distribution of traffic across the network the project will reduce concentrated wear and tear on roadway surfaces. Raising the elevation of LKS will provide a new roadway that is less costly for the City to maintain and one that is less prone to annual flood damage. Additionally, the improved LKS Boulevard will provide greatly improved infrastructure with greater reliability for year-round, long term, access and support of Riverfront businesses. Front Street roadway improvements will address long-neglected maintenance of the roadway surface and right-of-way, returning them to a state of good repair.

VI. Livability

The Central Riverfront Project will improve multi-modal access for communities on both the Missouri and Illinois banks of the Mississippi River. As a multijurisdictional, multi-sponsor project it includes livability initiatives that will benefit every part of the St. Louis region, and will demonstrate that action undertaken by government agencies at all levels, private and non-profit sectors can help build greater value into interaction between various members of the community. Multiple aspects of the scheme will contribute to the improved reliability, safety, and convenience of multi-modal access to the Downtown Core, the Old Courthouse, the Convention Center, the sports stadiums, the MetroLink Light Rail System, the JNEM, the historic Laclede's Landing Entertainment District, East St. Louis Businesses, and Malcolm W. Martin Memorial Park by providing a new land bridge, highway ramps, bikeways and year-round use of Leonor K Sullivan Boulevard. The growing number of residents in Downtown St. Louis will be better able to take advantage of proximity to local and regional destinations through improved access to a bi-state transportation loop for motorists, transit riders, pedestrians and bicyclists brought about by the project. The economically depressed neighborhood on the North Riverfront, and the City of St. Louis, will be given greater opportunity to prosper through the elevation of LKS roadbed above seasonal flooding, and reducing the \$200,000+ average street cleaning and repair expenditure attributed to flooding in this area. The integration of LKS into the growing regional bike trail networks on both sides of the Mississippi River will further fortify the social vitality of the riverfront. The project as a whole will increase the direct use value tourists and other visitors place on the Jefferson National Expansion Memorial, and the St. Louis Mississippi Riverfront, by converting paved areas to green space and dramatically expanding program opportunities and safe connections.

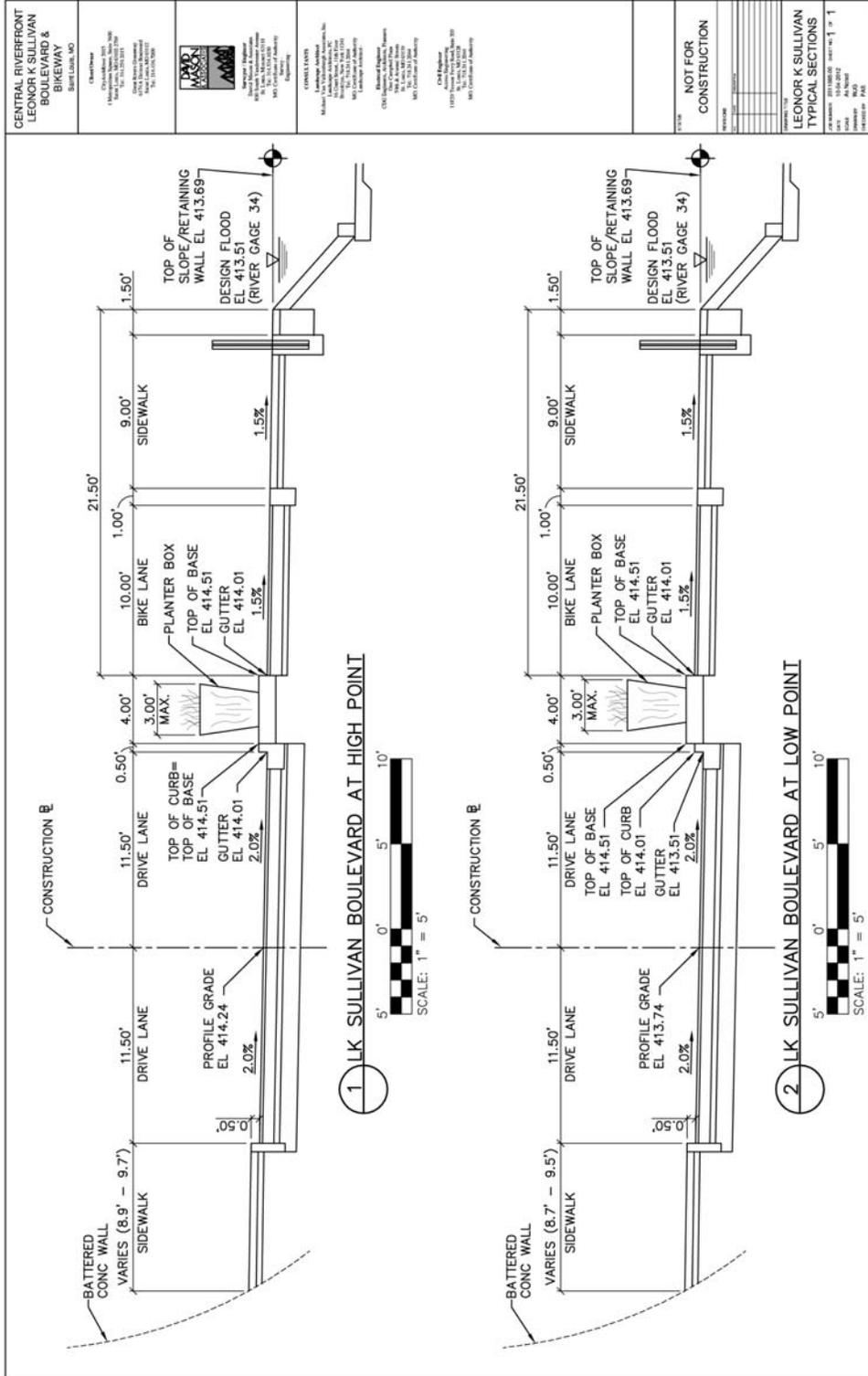
Exhibit B**Description of Phase II: Riverfront District Project Site**

The project site described in the document, "Phase II: Reimagining a Riverfront District", is a geographical area that is bounded by Leonor K. Sullivan to the east, western boundaries of publicly owned parcels adjacent to Leonor K. Sullivan, Washington Avenue to the south and the new Mississippi River Bridge project to the north.

The potential redevelopment area is being called the "Riverfront District" for purposes of the plan. The plan document describes a comprehensive redevelopment strategy to acquire and develop additional green space adjacent to Leonor K. Sullivan Blvd. and spur economic development in three distinct portions of the area; 1. Laclede's Landing, 2. Pinnacle Entertainment; and 3. The Industrial Lands North of Biddle Street.

Exhibit D**Central Riverfront Development Agreement with City+Arch+River**

Project Budget (Design and Construction)	<u>\$30,000,000</u>
Sources:	
Great Rivers Greenway District Local Sales Tax Funds from 2011-2016	\$10,750,000.00
National Park Service Federal Earmark	\$2,947,000.00
Bi-State Development Agency (METRO) Federal Transit Administration - Paul S. Sarbanes Transit in Parks	\$700,000.00
Total Public Funds	<u>\$14,397,000.00</u>
PROJECT FUNDING GAP	\$15,603,000.00
Total Private Funds Required	<u>\$15,603,000.00</u>



**CENTRAL RIVERFRONT
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY
BURLINGAME, MD**

Client:
City of Baltimore
1000 Light Street, Suite 200
Baltimore, MD 21202
Tel: 410.330.3333

Design:
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY
BURLINGAME, MD
Tel: 410.330.3333

CONSOLE EARTH
Landscape Architecture
1000 Light Street, Suite 200
Baltimore, MD 21202
Tel: 410.330.3333

Registered Engineer/Designer:
C. J. Sullivan
1000 Light Street, Suite 200
Baltimore, MD 21202
Tel: 410.330.3333

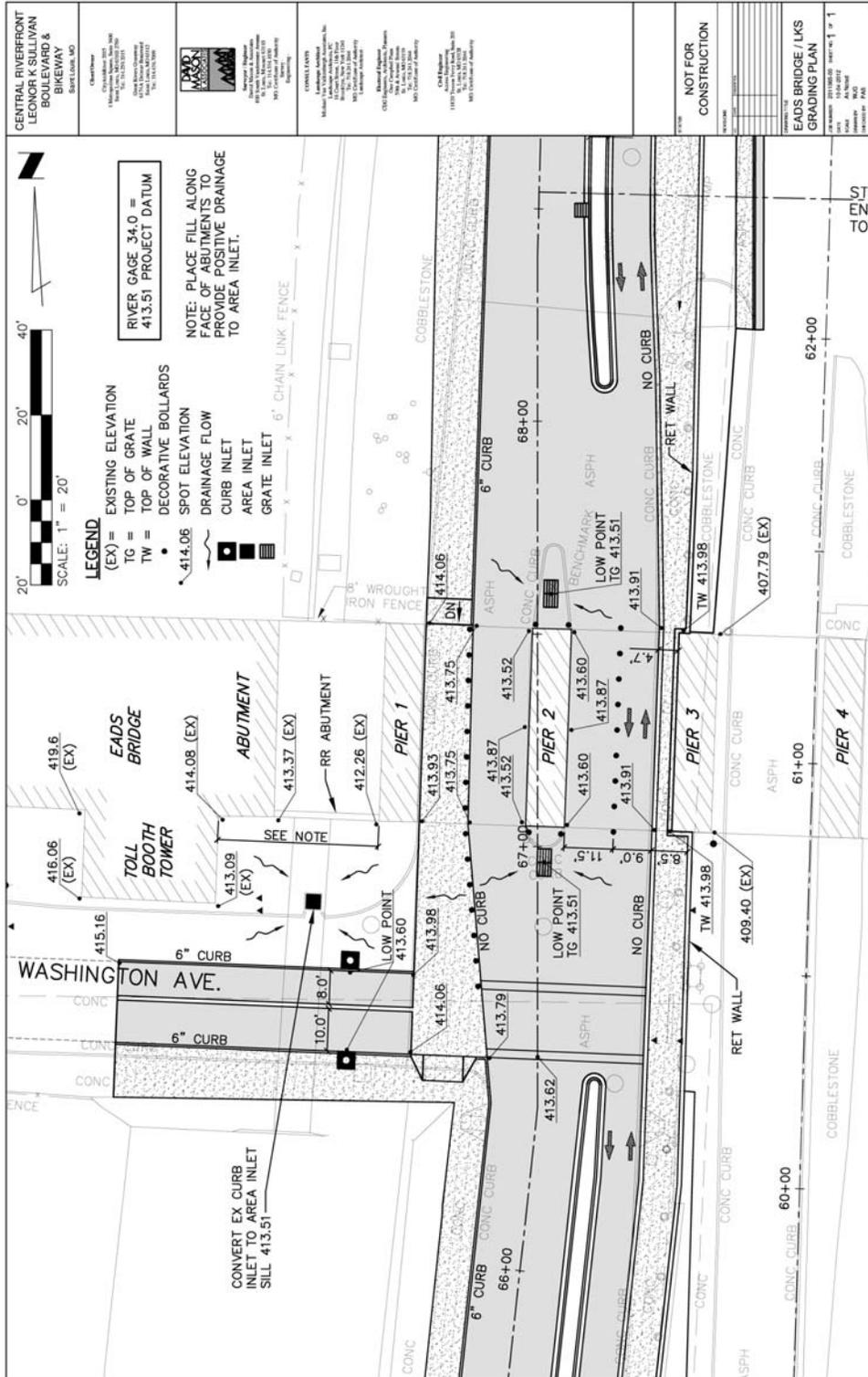
DATE:
10/20/2012

PROJECT:
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY
BURLINGAME, MD

NOT FOR CONSTRUCTION

**LEONOR K SULLIVAN
TYPICAL SECTIONS**

10/20/2012 10:00 AM 10:00 AM 1 of 1



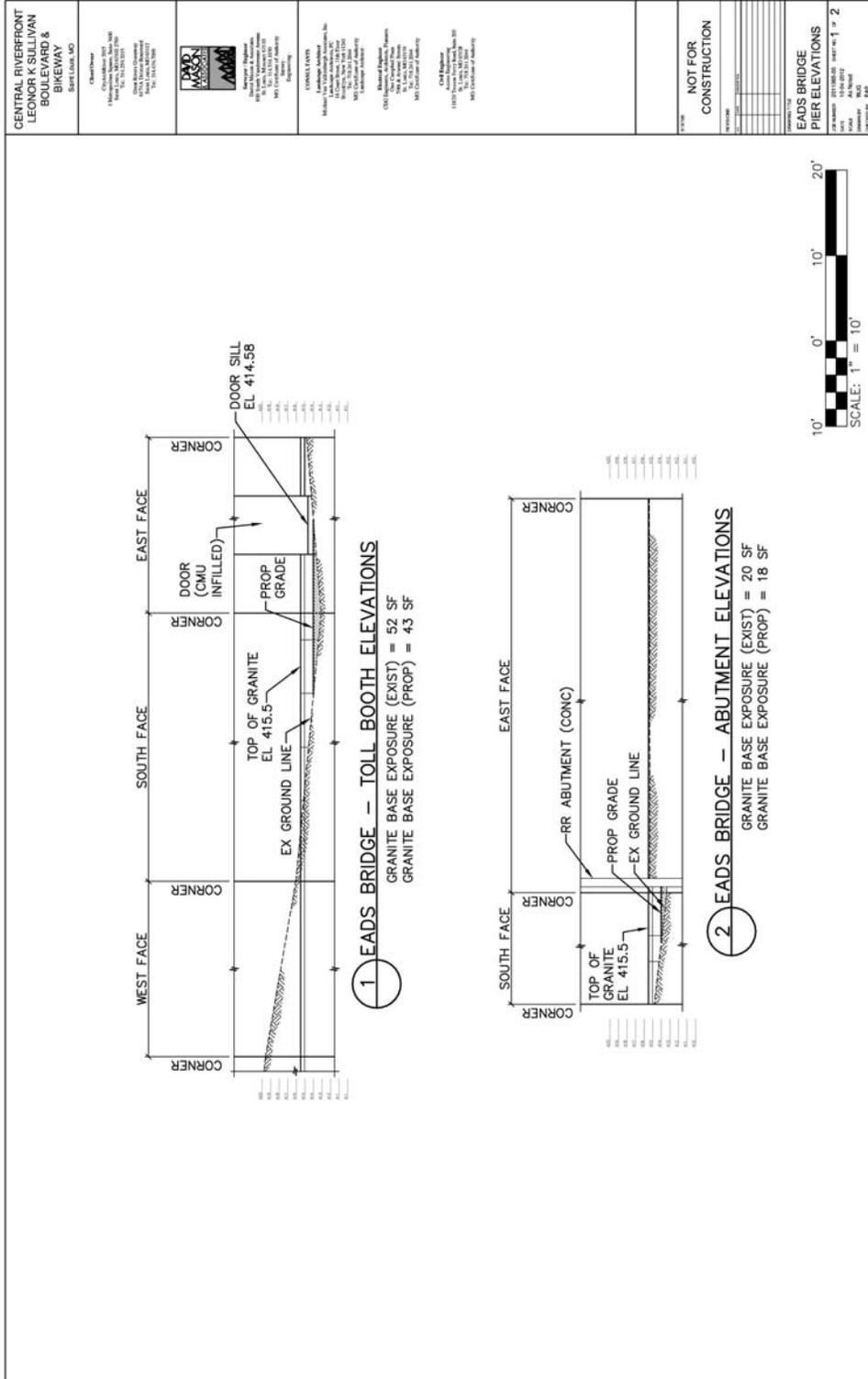


EXHIBIT E

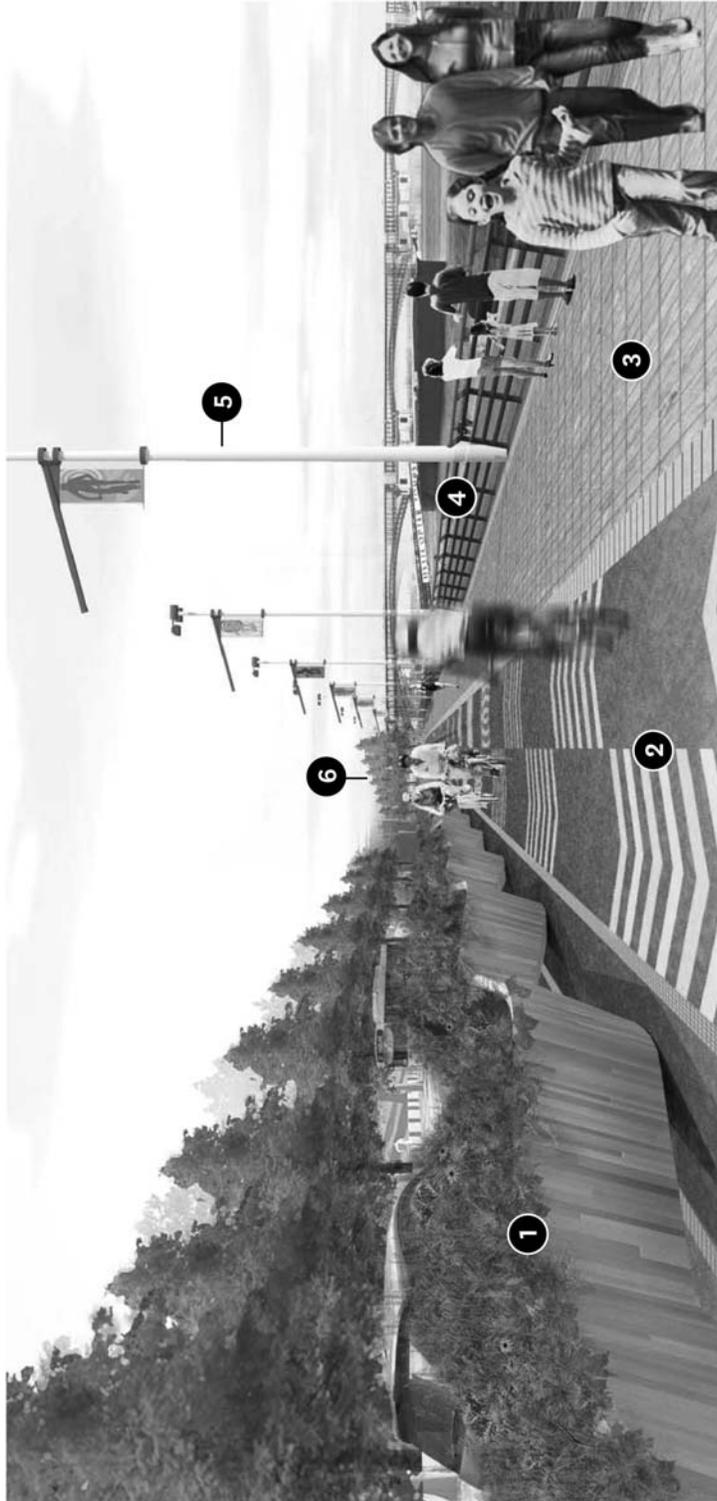
Central Riverfront Pricing Package
Additional Reference Materials to Accompany Site
Materials Drawing Set

Michael Van Valkenburgh Associates, Inc.
June 6 2012

CENTRAL RIVERFRONT TYPICAL SECTION



CENTRAL RIVERFRONT SITE ELEMENTS



- 1 Pre-cast Concrete Planters with Planting (L5.14/DT-5)
- 2 Asphalt Bike Lane with Thermoplastic Pavement Markings
- 3 Pedestrian Promenade with Tegula-Tec Concrete Pavers (cut sheet to follow)
- 4 Guard Rail Type A (L5.14/DT-1)
- 5 Light Poles
- 6 Proposed Tree Planting

For Roads, Industrial Yards, Parking Lots, Driveways

Tegula®-Tec with **horizontal** and **vertical interlock** – hidden below the surface – for **heavy and constant traffic**.



Tegula®-Tec

The ingenious interlocking paving stone system

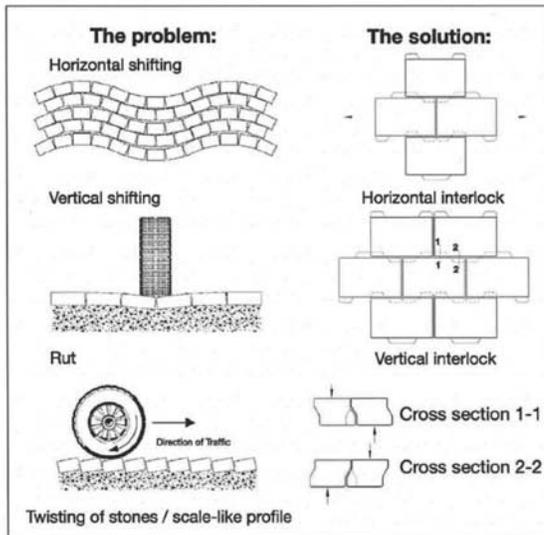


Nostalgic design for heavy traffic

Tegula®-Tec is a structural pavement with a classic rectangular appearance. Beneath the surface, the stones interlock vertically and horizontally through the recesses and protrusions on the stone.

This prevents shifting that can occur from vehicles accelerating and decelerating at intersections.

- Suitable for very high traffic loads
- Reduces or eliminates vertical and horizontal shifting
- Scientifically tested



Composition and Manufacture

Tegula®-Tec is made from a no slump concrete mix, has a compressive strength greater than 8000 psi, maximum water absorption of 5% and will meet or exceed ASTM C-936 and freeze-thaw testing per section 8 of ASTM C-67.

Nominal Dimensions:

Height/Thickness:	3 9/10" (100mm)
Length:	8 5/10" (215mm)
Width:	5 3/10" (135mm)
Grid size:	8 7/10" x 5 5/10" (220mm x 140mm)
Weight:	approx. 15 lbs. (6.8 kg)

Scientific tests:

Roll test
Pavement performance in the road test machine. Proof of vertical and horizontal interlock performance. Prof. Dr.-Eng. Klaus Krass, Institute for Road Construction, Ruhr-University, Braunschweig, Germany

Spread test
To prove the horizontal interlock performance. Dr.-Eng. Rolf Leutner, University Professor, Technical University Braunschweig

Infiltration measurements
Permeability of surface, joint material 1/3mm
Dr. Sönke Borgwardt
B) Driving diagonally to the joint
TUV-Automotive (formerly FIGE), Herzogenrath, Germany



Tegula®-Tec

The ingenious interlocking paving stone system

U.S. Patent 6,263,633 B1 Can. Patent Application 2,307,228
Tegula® and  are registered trademarks of SF-Kooperation

EXHIBIT E



Engineering PM/CM
 Architecture Planning
 Surveying Environmental

Memorandum

To: Susan Trautman / Janet Wilding – Great Rivers Greenway District

From: Paul Stayduhar, P.E.

Subject: Leonor K. Sullivan – Roadway Elevations @ Eads Bridge

Date: September 6, 2012

Project: CAR 2015 – Central Riverfront Leonor K Sullivan Blvd. & Bikeway

Copies to: DMA File 2011065-00

Background:

The CAR 2015 Project provides for improvements along The Central Riverfront from Chouteau Avenue to Biddle Street. These improvements will include raising the elevation of Leonor K Sullivan Boulevard (LKS) to reduce the frequency and impact of flooding events from the Mississippi River. A new multi-modal greenway/roadway would be established to provide a critical link to the regional system of bike trails, in this case between bike trails and areas to the north and south of the Jefferson National Expansion Memorial (JNEM) Arch Grounds. The proposed improvements would convert the existing two-lane roadway section with periodic left turn lanes into a narrower, two-lane roadway section with a two-way bike path separated from the vehicle travel lanes.

Existing Conditions & Constraints:

1. Based upon an analysis of historic flood events along the Mississippi River, inundation of LKS occurs at Elevation 410.01* (River Gage 30.5). High frequency, low magnitude flooding along LKS results in closure of the roadway and requires extensive cleanup efforts.
2. When a portion of LKS floods, the entire roadway between Poplar Street and Carr Street is closed in order to protect the public. This adversely affects the visitor connections between the JNEM and the riverfront, and eliminates the bikeway connections to areas north and south of the Central Riverfront.
3. The existing storm drainage system along LKS consists of a curb inlets connected to major storm trunk lines that discharge into the Mississippi River. As river levels rise, a backwater condition develops in the trunk sewers and water levels in the connected systems rise to the elevation of the river. Roadway flooding occurs when the river levels rise to a point where the curb inlets become surcharged and water flows out of the inlets onto the roadway. Roadway inundation also occurs when river levels overtop the existing retaining walls on the levee along the east edge of LKS.

*ALL ELEVATIONS BASED UPON
 PROJECT DATUM (NAVD 1988 DATUM)

4. The existing piers on Eads Bridge consist of limestone with a granite base constructed on deep foundations. Existing conditions are represented in the attached photographs. The height of granite base exposure varies with the profile of the levee, LKS, and Washington Avenue, which runs along the south side of Eads Bridge. Eads Bridge is a registered National Historic Landmark.

Design Scope (Alternative 1 – Raise LKS @ Eads Bridge)

1. Based upon an analysis of historic flood events, it has been determined that raising LKS to a minimum elevation of 413.51 (River Gage 34) would reduce the number of days that require LKS road closures by as much as 60% to 70%.
2. Raising LKS will reduce the frequency and impact of flooding, but will require the placement of fill at the base of the Eads Bridge piers.
3. Placement of fill to Elevation 413.26 (River Gage 33.75) at Eads Bridge will cover a portion of the granite base on the piers near LKS. However, the top course of granite will be fully exposed as indicated in the attached photographs. This condition would be similar (or better) to the existing conditions just west of LKS, where only a portion of the top course of granite is exposed.
4. Placement of fill to Elevation 412.50 (River Gage 32.99) will leave the full top course of granite exposed, plus some exposure of the second course of granite as indicated in the attached photographs. This elevation is based upon an assumed fill limitation of 2-feet from the lowest existing pavement elevation at the piers. This occurs at the northeast corner of the bridge pier in the middle of LKS. This elevation is 1-foot short of the elevation required to reduce flooding by 60%-70%.

Design Scope (Alternative 2 – Protect LKS with higher flood wall@ Eads Bridge):

1. Flooding of LKS can also be prevented by constructing a floodwall between LKS and the cobble levee in the vicinity of Eads Bridge. LKS could remain at its current elevation, and the river levels could be retained by the floodwall. Under this scenario, the existing low point in LKS at Eads Bridge would remain. This low point would require a new roadway drainage system that is isolated from the trunk sewers that discharge into the river, thereby preventing the backwater condition from flooding the roadway.
2. Isolation of the roadway drainage system would require a pump station with wet-wells, backflow protection, and pumps to overcome the static head of rising river levels, while providing for positive drainage of the roadway. Such a pump station would require significant up-front construction cost, and ongoing operation and maintenance costs.

Conclusions:

A Schematic Design for the Central Riverfront – Leonor K Sullivan Boulevard and Bikeway has been developed by David Mason and Associates, Inc., dated June 6, 2012. This design has assumed that LKS can be raised near Eads Bridge. The current design shows LKS being raised to Elevation 414.89 (River Gage 35.38) at Eads Bridge.

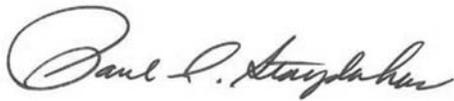
1. It is anticipated that the current Schematic Design can be refined to accommodate a maximum Elevation of 413.51 in the vicinity of Eads Bridge, while still providing positive drainage of the roadway. This refinement would achieve the goal of

*ALL ELEVATIONS BASED UPON
PROJECT DATUM (NAVD 1988 DATUM)

reducing critical flood events by 60% to 70%, while reducing the impact on Eads Bridge piers currently shown in the Schematic Design documents. If so directed, the elevation of LKS could be lowered further to the elevations described in Alternative 1 above. This design refinement could take place as a refined Schematic Design process or be part of the Design Development Phase.

2. In the event that placement of fill adjacent to Eads Bridge is not permitted, and the goals and objectives for visitor and bikeway connectivity and flooding reduction remain unchanged, the design team should be tasked with developing a Schematic Design for Alternative 2 to include a pump station as described above.

Respectfully Submitted,
DAVID MASON AND ASSOCIATES, INC.

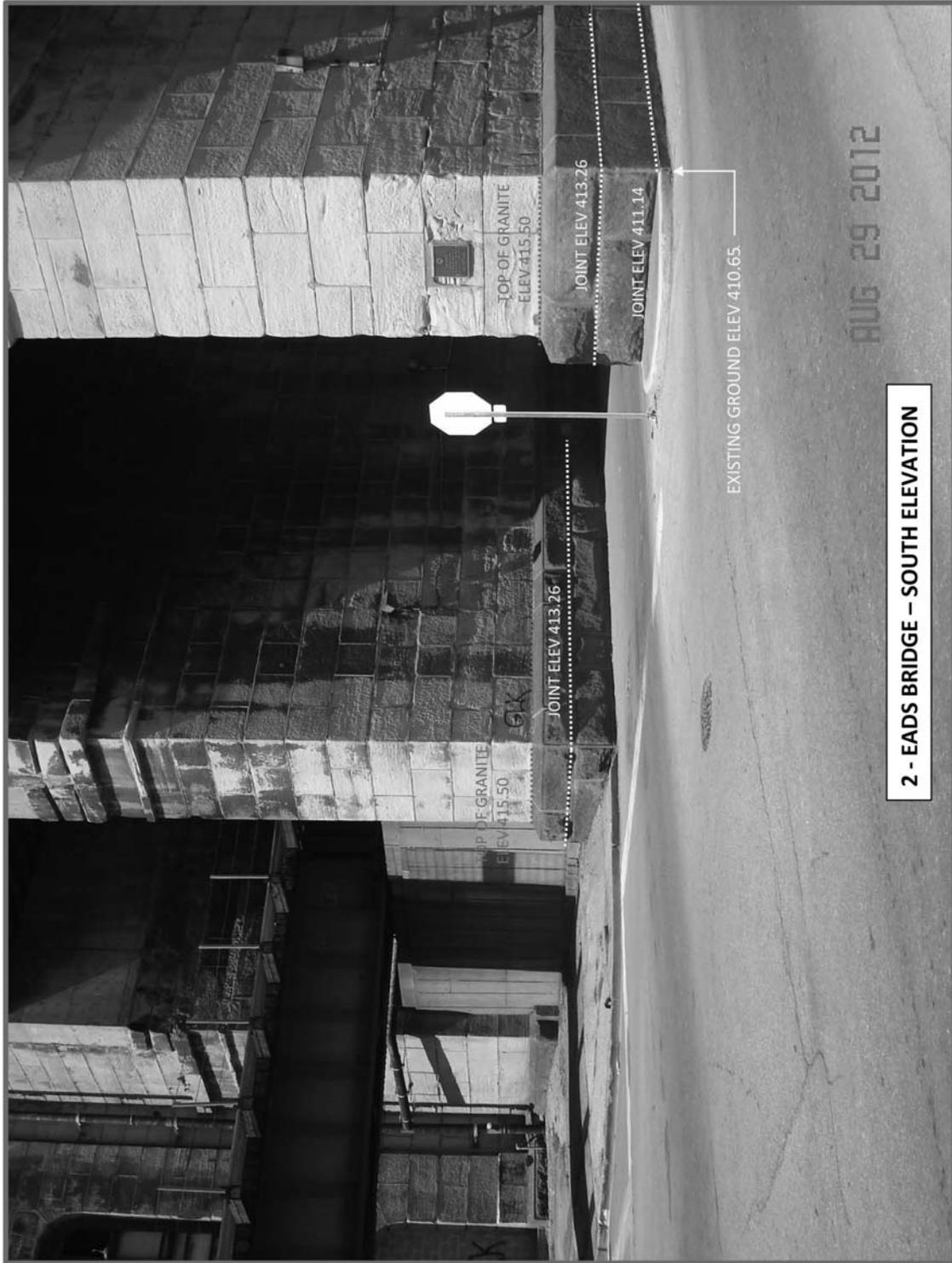


Paul Stayduhar, P.E.

Attachments – Photos 1 thru 5

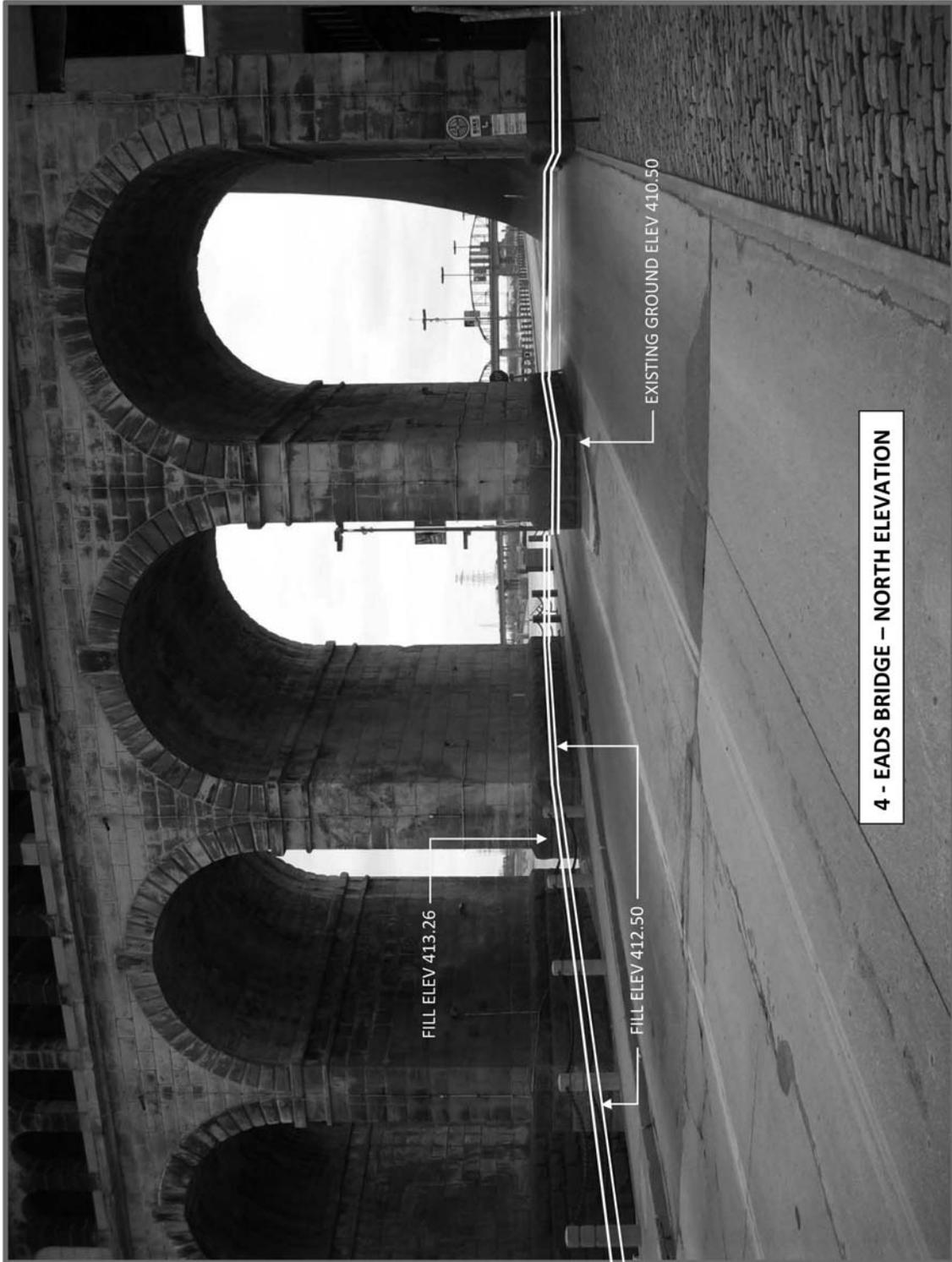
*ALL ELEVATIONS BASED UPON
PROJECT DATUM (NAVD 1988 DATUM)



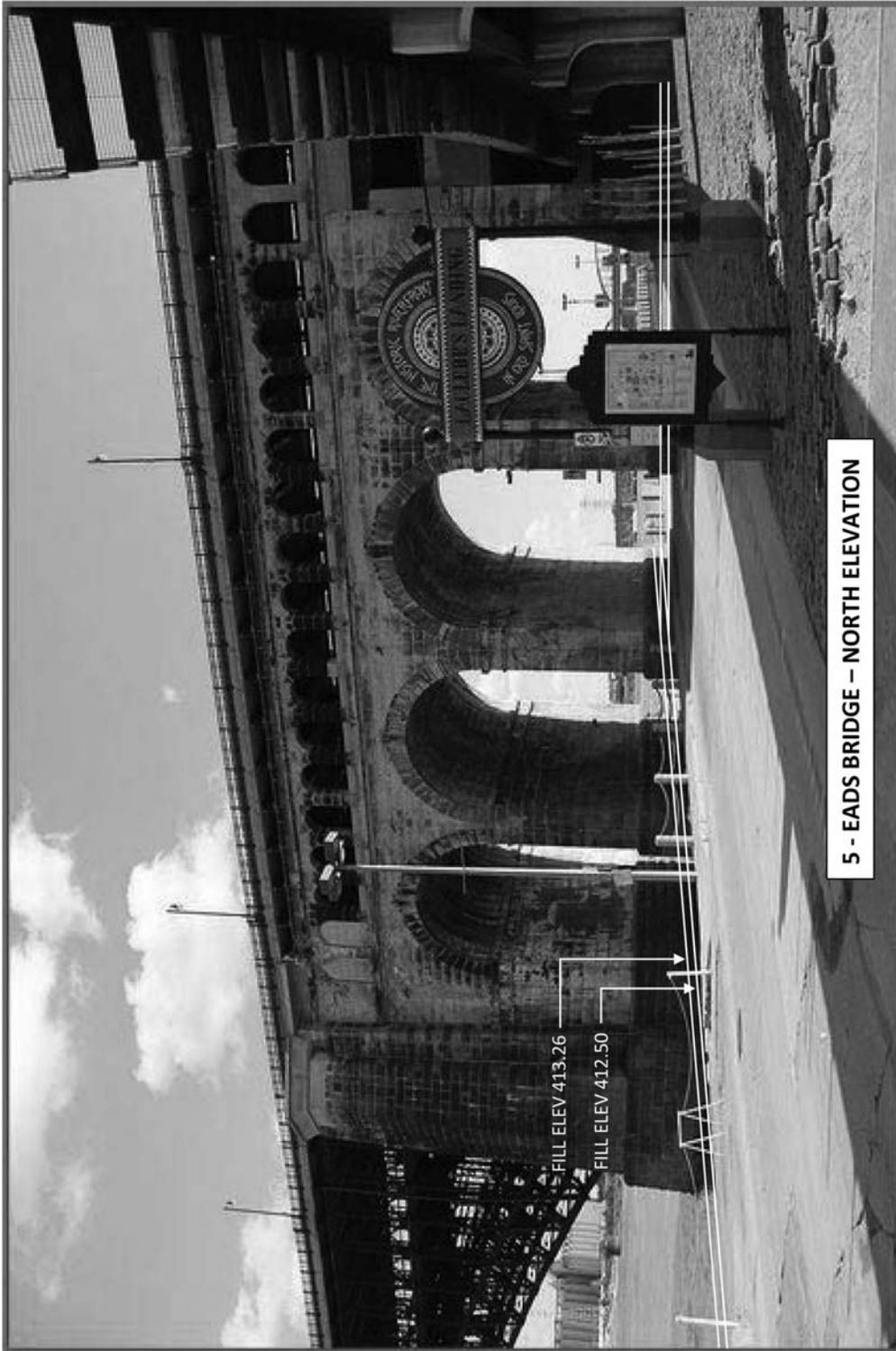


2 - EADS BRIDGE - SOUTH ELEVATION

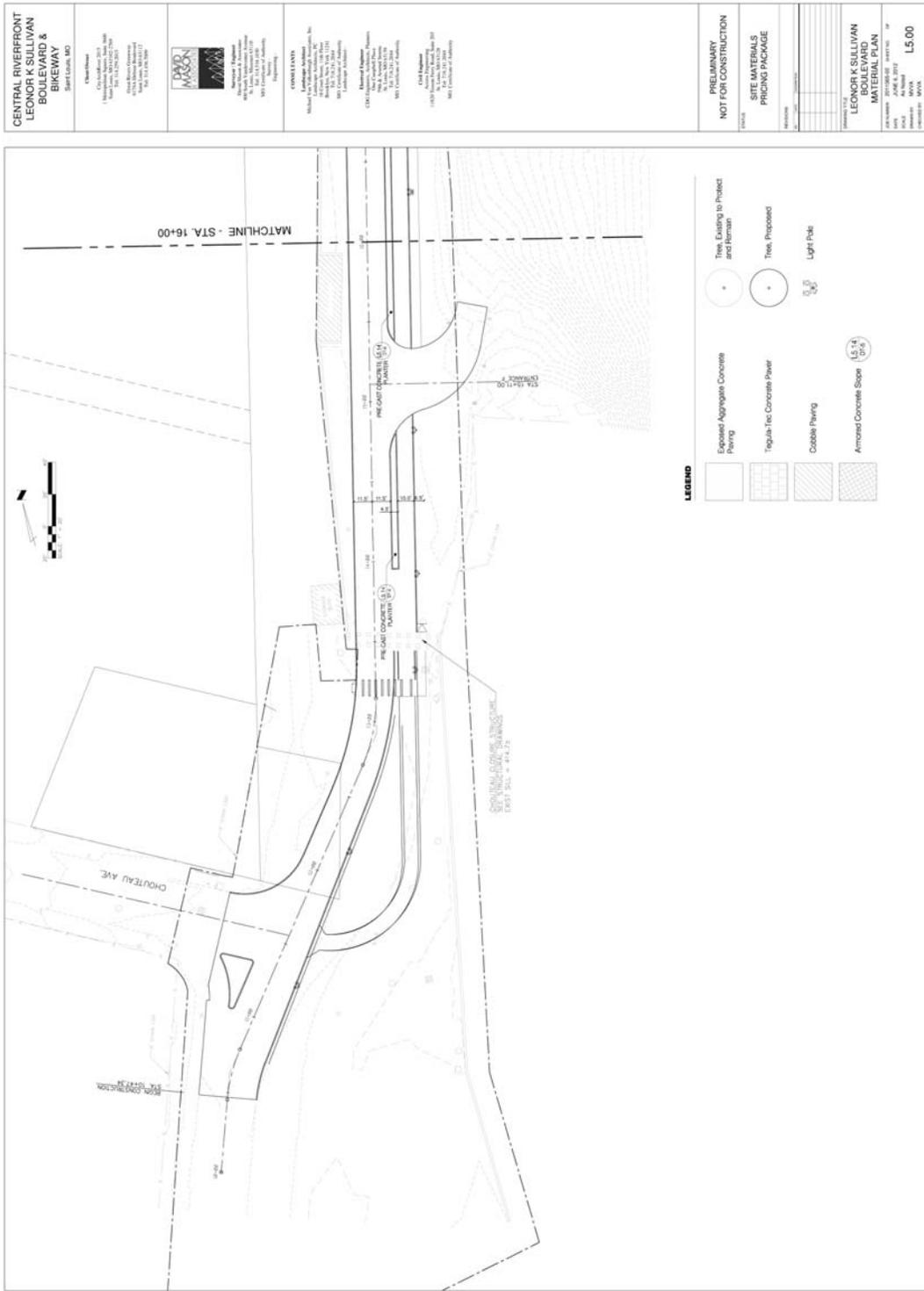




4 - EADS BRIDGE -- NORTH ELEVATION

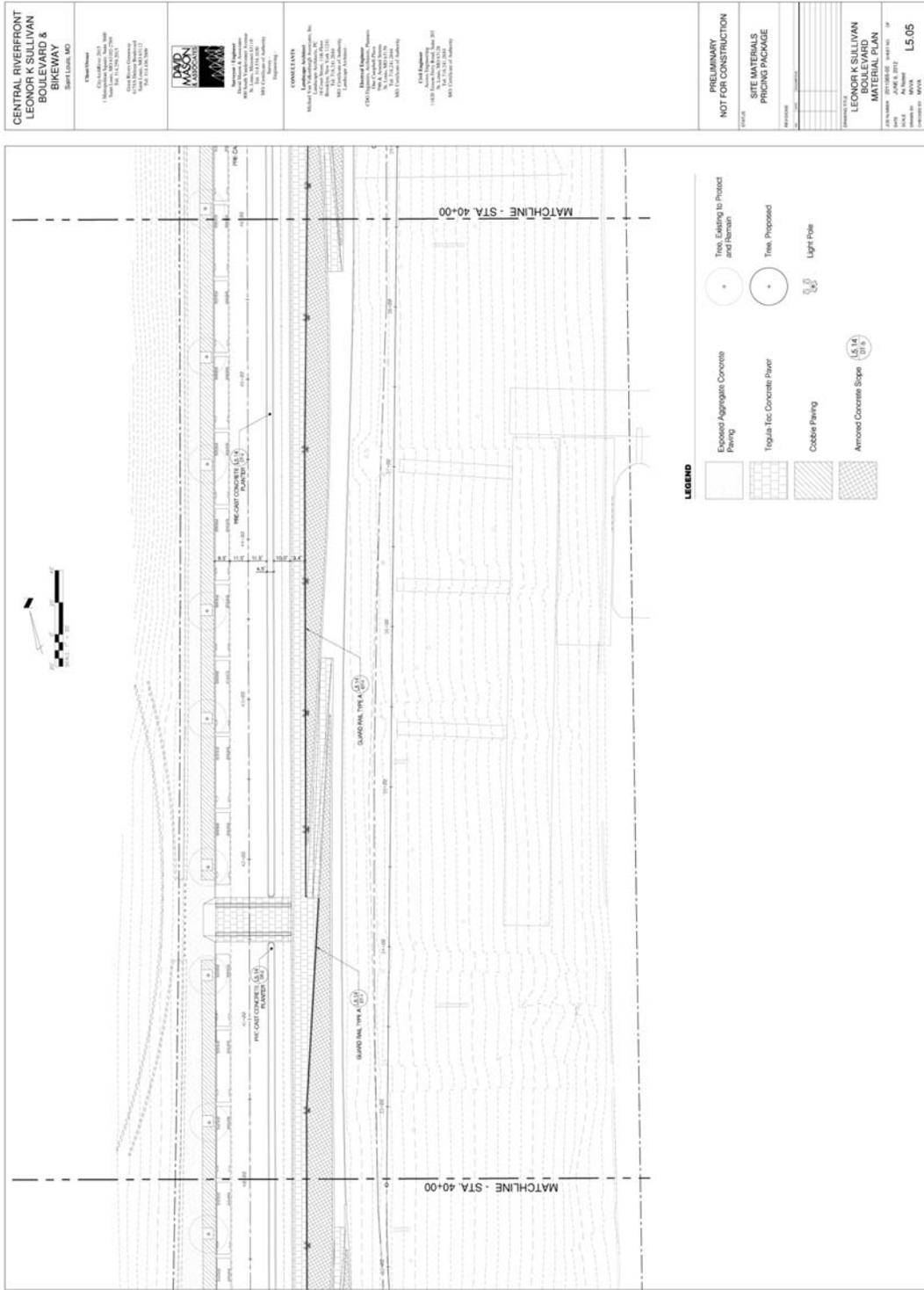


5 - EADS BRIDGE - NORTH ELEVATION





<p>CENTRAL RIVERFRONT LEONOR K SULLIVAN BOULEVARD & BIKEWAY Baltimore, MD</p> <p>Client/Owner: City of Baltimore 100 North Enoch Avenue Baltimore, MD 21201</p> <p>Design Consultant: Mason & Mason 1400 North Enoch Avenue Baltimore, MD 21201 Tel: 410.528.2000</p> <p>MASON & MASON ARCHITECTS</p> <p>Engineer: Michael J. Mason, PE 1400 North Enoch Avenue Baltimore, MD 21201 Tel: 410.528.2000</p> <p>EXISTING PLAN Michael J. Mason, PE 1400 North Enoch Avenue Baltimore, MD 21201 Tel: 410.528.2000</p> <p>Material of Record: City of Baltimore 100 North Enoch Avenue Baltimore, MD 21201 Tel: 410.528.2000</p> <p>Lead Engineer: Michael J. Mason, PE 1400 North Enoch Avenue Baltimore, MD 21201 Tel: 410.528.2000</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SITE MATERIALS PRICING PACKAGE</p> <p>LEONOR K SULLIVAN BOULEVARD MATERIAL PLAN</p> <p>DATE: JUNE 8, 2012 SCALE: AS SHOWN SHEET NO: 001 OF 001</p>
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**CENTRAL RIVERFRONT
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY**
Saint Louis, MO

Client/Owner
City of St. Louis
Department of Public Works
1000 Market Street
St. Louis, MO 63102
Phone: 314.241.2000
Fax: 314.241.2000

**DESIGN
MASON**
ARCHITECTS
1000 Market Street
St. Louis, MO 63102
Phone: 314.241.2000
Fax: 314.241.2000

CONSULTANTS
Michael Baker Corporation
1000 Market Street
St. Louis, MO 63102
Phone: 314.241.2000
Fax: 314.241.2000

Contractor
Michael Baker Corporation
1000 Market Street
St. Louis, MO 63102
Phone: 314.241.2000
Fax: 314.241.2000

Contractor
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Phone: 314.241.2000
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Contractor
Michael Baker Corporation
1000 Market Street
St. Louis, MO 63102
Phone: 314.241.2000
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LEGEND

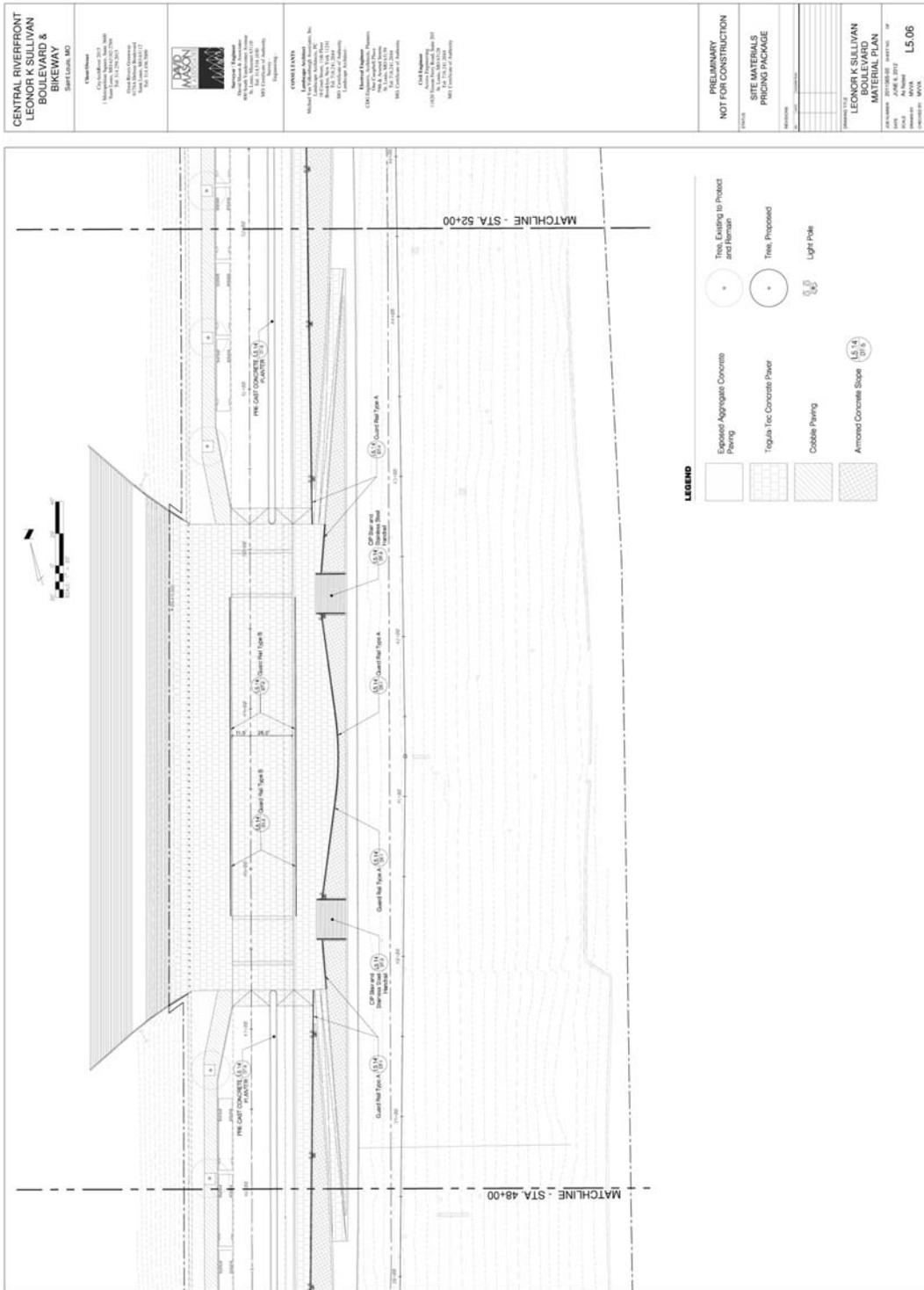
	Exposed Aggregate Concrete Paving		Tree Existing to Protect and Retain
	Regular T-30 Concrete Paver		Tree Proposed
	Cobble Paving		Light Pole
	Ancrest Concrete Shoulder		

**PRELIMINARY
NOT FOR CONSTRUCTION**

**SITE MATERIALS
PRICING PACKAGE**

**LEONOR K SULLIVAN
BOULEVARD
MATERIAL PLAN**

DATE: JUNE 2012
SCALE: AS SHOWN
DRAWN BY: BVA
CHECKED BY: BVA
L5 05



**CENTRAL RIVERFRONT
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY**
Sheet L506, MD

Client/Owner
City of Annapolis
1000 North Point
Annapolis, MD 21403
Tel: 410.261.2000

DESIGNER
MASON
1000 North Point
Annapolis, MD 21403
Tel: 410.261.2000

CONSULTANTS
Michael A. Kelly, P.E., M.A.S.T.C.
1000 North Point
Annapolis, MD 21403
Tel: 410.261.2000

Contractor
Mason
1000 North Point
Annapolis, MD 21403
Tel: 410.261.2000

DATE
10/11/12

PROJECT
LEONOR K SULLIVAN
BOULEVARD
MATERIAL PLAN

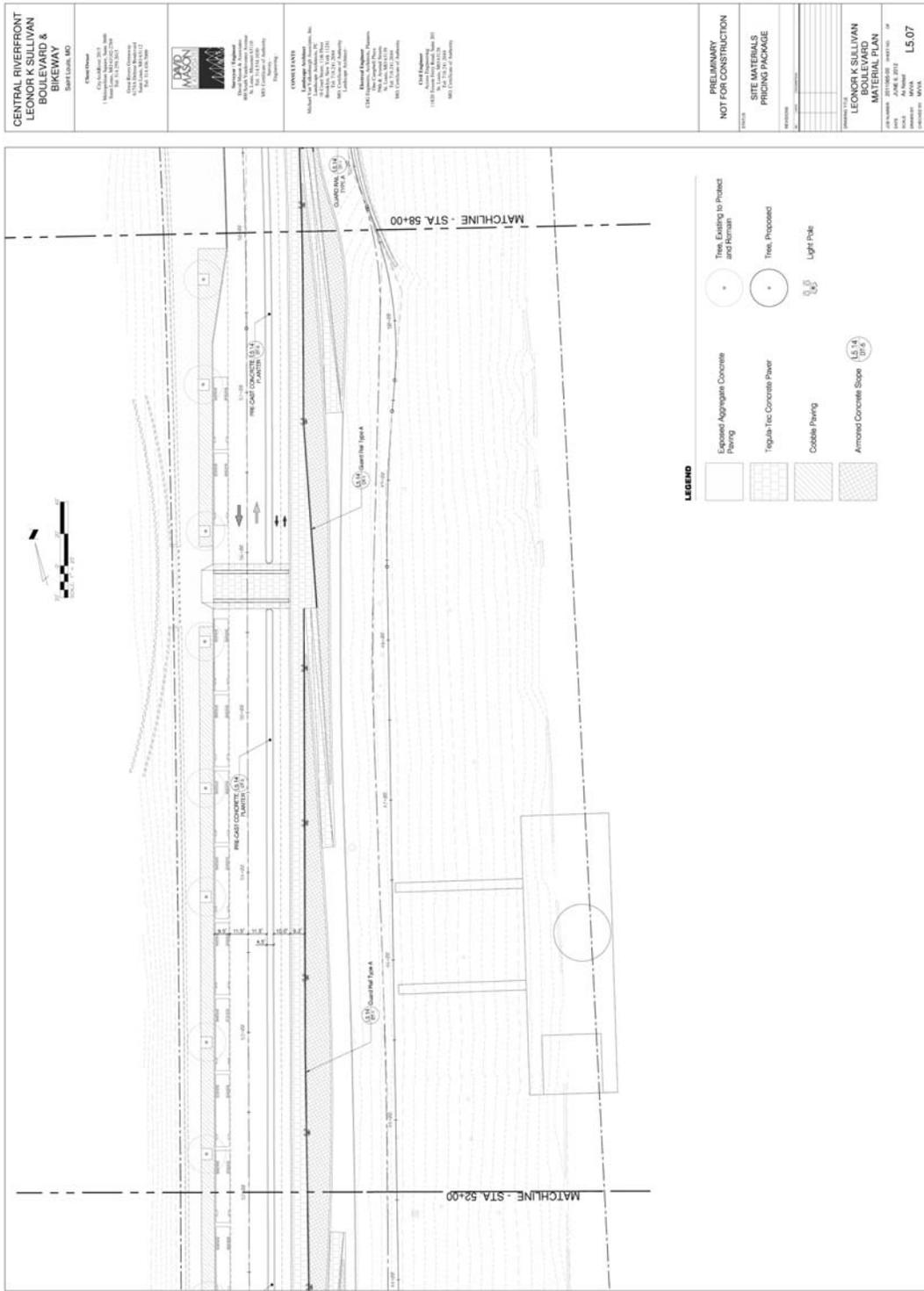
DATE
JUNE 2012

**PRELIMINARY
NOT FOR CONSTRUCTION**

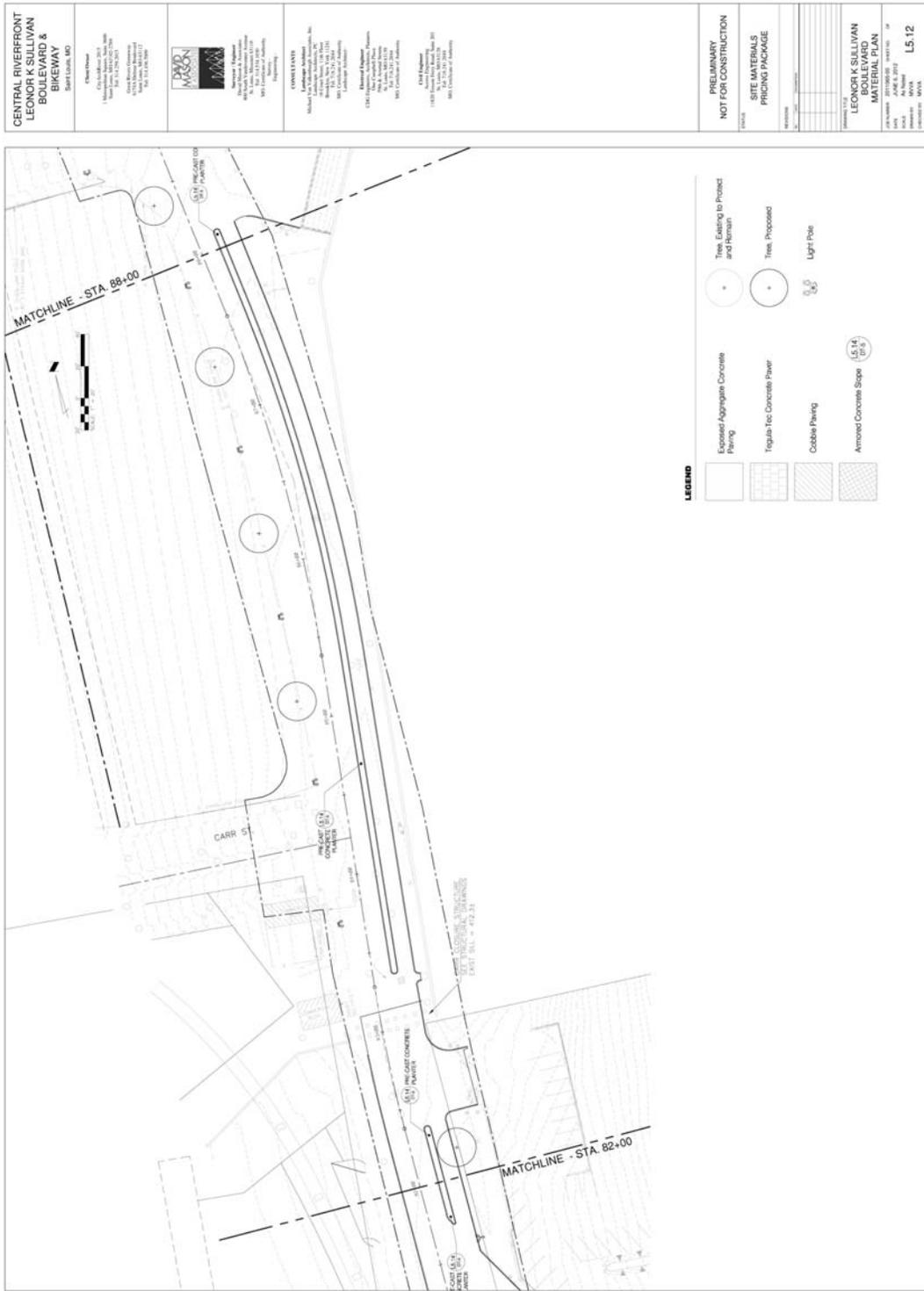
**SITE MATERIALS
PRICING PACKAGE**

**LEONOR K SULLIVAN
BOULEVARD
MATERIAL PLAN**

L5 06







CONTRACTOR:
JASON MASON
 1000 North Howard Street, Suite 100
 Baltimore, MD 21201
 Phone: 410.524.1111
 Fax: 410.524.1112

CLIENT:
 Central Riverfront
 1000 North Howard Street, Suite 100
 Baltimore, MD 21201
 Phone: 410.524.1111
 Fax: 410.524.1112

CONSULTANTS:
Michael A. Pappalardo, P.E.
 1000 North Howard Street, Suite 100
 Baltimore, MD 21201
 Phone: 410.524.1111
 Fax: 410.524.1112

DESIGNER:
Michael A. Pappalardo, P.E.
 1000 North Howard Street, Suite 100
 Baltimore, MD 21201
 Phone: 410.524.1111
 Fax: 410.524.1112

DATE: JAN 28, 2013

PROJECT: LEONOR K SULLIVAN BOULEVARD MATERIAL PLAN

SCALE: L5, L4, D1, S

DATE: L5, L4, D1, S

Not to be used for any other project without the written consent of the contractor.



CENTRAL RIVERFRONT LEONOR K SULLIVAN BOULEVARD & BIKEWAY Sheet L5-10, MD	Client/Owner City of Baltimore, MD 100 North Enoch Avenue Baltimore, MD 21202-1000 Client/Design Consultant City of Baltimore 100 North Enoch Avenue Baltimore, MD 21202-1000 Tel: 410.396.3000	DESIGN MOTION 100 North Enoch Avenue Baltimore, MD 21202-1000 Tel: 410.396.3000 www.designmotion.com	CONSULTANTS Michael J. Kelly, P.E., M.A.S.E. 100 North Enoch Avenue, 10th Floor Baltimore, MD 21202-1000 Tel: 410.396.3000 www.designmotion.com Lead Engineer 100 North Enoch Avenue, 10th Floor Baltimore, MD 21202-1000 Tel: 410.396.3000 www.designmotion.com	PRELIMINARY NOT FOR CONSTRUCTION	SITE MATERIALS PRICING PACKAGE	LEONOR K SULLIVAN BOULEVARD MATERIAL PLAN DATE: JUNE 8, 2012 SCALE: AS SHOWN DRAWN BY: BVA CHECKED BY: BVA L5.13
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**CENTRAL RIVERFRONT
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY**
Baltimore, MD

Client/Owner:
City of Baltimore
100 North Enoch Avenue
Baltimore, MD 21201
Tel: 410.396.3000

Architect:
Michael J. Sullivan
100 North Enoch Avenue
Baltimore, MD 21201
Tel: 410.396.3000

Contractor:
Michael J. Sullivan
100 North Enoch Avenue
Baltimore, MD 21201
Tel: 410.396.3000

Engineer:
Michael J. Sullivan
100 North Enoch Avenue
Baltimore, MD 21201
Tel: 410.396.3000

DATE:
1/23/13

PROJECT TITLE:
LEONOR K SULLIVAN
BOULEVARD
SITE FURNISHINGS DETAILS
DATE: JAN 23, 2013
DRAWN BY: MJS
CHECKED BY: MJS
SCALE: L5, 14

**PRELIMINARY
NOT FOR CONSTRUCTION**

**SITE MATERIALS
PRICING PACKAGE**

SECTION

Notes:
1. Pre-cast concrete planter to be placed end-to-end and continuously in median.
2. Max Dimensions: 47H x 36W x 30L (per unit).
3. Cost to include painting job, freight and terminal pricing.

SECTION

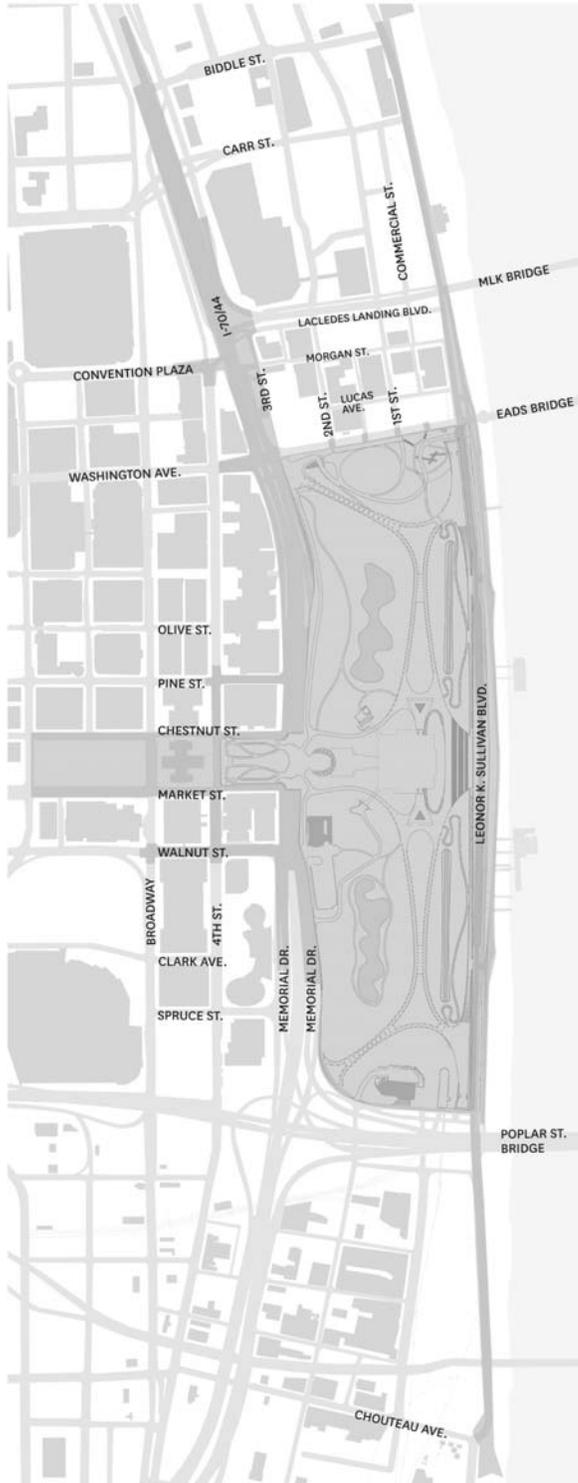
Notes:
1. Galvanized steel top rail, posts and labor railings.
2. Fabricate and galvanize off-site prior to installation on-site.

SECTION

Notes:
1. Galvanized steel top rail, posts and labor railings.
2. Fabricate and galvanize off-site prior to installation on-site.

SECTION

SECTION



CityArchRiver 2015 PROJECT AREA

NOVEMBER 2012

Approved: January 18, 2013

ORDINANCE #69373
Board Bill No. 257

An ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Comptroller, the City Counselor and the Director of Airports of The City of St. Louis, Missouri (the "City") to enter into, execute, and deliver on behalf of the City a Settlement Agreement substantially in the form as set out in **ATTACHMENT 1** to this Ordinance (the "Settlement Agreement"), which is attached hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis International Airport® (the "Airport") and American Airlines, Inc., a Delaware corporation ("American"), providing for a comprehensive resolution of all matters and controversies, including all lease, debt, and any and all other claims and issues arising under and related to certain agreements between the City and American which are part of American's Chapter 11 reorganization case and proceedings commenced under Title 11 of the United States Code on November 29, 2011, which case is pending in the United States Bankruptcy Court for the Southern District of New York in an administratively consolidated case entitled In re AMR Corporation, et al., Chapter 11 Case No. 11-15463 (SHL) (the "Bankruptcy Case"), including, without limitation, certain acknowledgements by the City and American, administrative modifications, amendments, and/or the assumption of certain agreements between the City and American, the waiver and/or release of certain rights and claims, and the allowance and payment of certain claims, all subject to and in accordance with the provisions of the Settlement Agreement; authorizing and directing the Director of Airports, the President of the Board of Public Service, and the Comptroller of the City, as the case may be, to enter into, execute and deliver on behalf of the City certain amendments to agreements with American as more fully described in Section Three of this Ordinance; authorizing the Director of Airports and the Comptroller, on behalf of the City, with the advice and concurrence of the City Counselor, to make such changes, modifications, or amendments to the terms of the Settlement Agreement and/or enter into, execute and deliver such amendments to the Settlement Agreement that may be deemed necessary or desirable to preserve and protect the City's interest, and deemed necessary or appropriate in connection with the Bankruptcy Case, and/or the consummation of the transactions contemplated herein; authorizing the Director of Airports and the Comptroller of the City to negotiate, enter into, execute, and deliver on behalf of the City such agreements or instruments that may be deemed necessary or desirable in order to alienate or otherwise sell the City's "MOA Unsecured Claim", as provided for in Section Five of this Ordinance; authorizing the Mayor, the Comptroller, the Treasurer, the City Counselor, the Register, the President of the Board of Public Service, the Director of Airports, and other appropriate officers, agents, and employees of the City, as the case may be, with the advice and concurrence of the Director of Airports and the City Counselor to execute such documents and take such action as are necessary or desirable in connection with the Settlement Agreement, the Bankruptcy Case, or deemed necessary to preserve or protect the City's interest; providing that the provisions set forth in this Ordinance shall be applicable exclusively to this Ordinance and the Settlement Agreement and amendments attached thereto and the other agreements, documents, and instruments referenced herein, related thereto, and contemplated therein and/or approved and/or authorized by this Ordinance; and containing a severability clause.

WHEREAS, the City of St. Louis, Missouri (the "City") is the owner and operator of Lambert-St. Louis International Airport® ("Airport");

WHEREAS, American Airlines, Inc. ("American"), a Delaware Corporation and a wholly own subsidiary of AMR Corporation, provides connecting and direct air service to the greater St. Louis metropolitan area, which is important for the City and the traveling public and enhances the general economic well being of the Airport, the City and the region;

WHEREAS, the City and American are parties to the following agreements for the lease and/or use of certain facilities or premises at the Airport: i) Airport Use and Lease Agreement No. AL-172, dated by City Register on August 12, 2011, Contract No. 63066 and its predecessor agreement; ii) Memorandum of Agreement for Improvements to the Existing Terminal Facility at Lambert-St. Louis International Airport®, dated February 6, 2003, as amended, Contract No. 44476; iii) Memorandum of Agreement for Improvements to the Existing Terminal Facility at Lambert-St. Louis International Airport®, dated July 30, 2008, Contract No. 57757; iv) Lease Agreement No. AL-465, dated by City Register on March 15, 2010, as amended, Contract No. 60751; and v) Cargo City Lease Agreement AL-456, dated by City Register on December 27, 2007, Contract No. 56683 (collectively the "Agreements");

WHEREAS, American, on November 29, 2011, pursuant to Chapter 11 of the Title 11 of the United States Bankruptcy Code, filed its petition in the United States Bankruptcy Court for the Southern District of New York in an administratively consolidated case entitled In re AMR Corporation, et al., Chapter 11 Case No. 11-15463 (SHL) (the "Bankruptcy Case");

WHEREAS, the City and American, after the exchange of information and extensive discussions and negotiations, desire to enter into and execute a settlement agreement which terms and form is substantially set out in **ATTACHMENT 1** to this Ordinance (the "Settlement Agreement"), which is attached hereto and incorporated herein, in order to resolve all matters and controversies, including all lease, debt, and any and all other claims and issues arising under and related to the Agreements, as part of American's Chapter 11 reorganization case and proceedings commenced under Title 11 of the United States Code;

WHEREAS, this Ordinance was recommended and approved by the Airport Commission, the Board of Public Service and the Board of Estimate and Apportionment of the City; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Settlement Agreement including, without limitation, the acknowledgements by the City and American, the administrative modifications, amendments, and/or the assumption of certain agreements between the City and American, the waivers and release of certain rights and claims, and the allowance and payment of certain claims, all subject to and in accordance with the terms of the Settlement Agreement, are fair and equitable and acceptable to the City, and that the execution, delivery and performance by the City and American of their respective obligations under the Settlement Agreement are in the best interest of the City, the City's residents, the traveling public, and the Airport and promote the peace, health, safety, and welfare of the residents of the City, the residents of the metropolitan area, and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by the reference, as findings.

SECTION TWO. The Comptroller, the City Counselor and the Director of Airports of The City of St. Louis, Missouri (the "City") are hereby authorized and directed to enter into, execute and deliver on behalf of the City and in the best interest of the City, the City's residents and the traveling public, a Settlement Agreement substantially in the form as set out in **ATTACHMENT 1** to this Ordinance (the "Settlement Agreement"), which is attached hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis International Airport® (the "Airport") and American Airlines, Inc. ("American"), a Delaware corporation and a wholly own subsidiary of AMR Corporation, providing for a comprehensive resolution of all matters and controversies between the City and American, including all lease, debt, and any and all other claims and issues arising under and related to certain agreements between the City and American which are a part of American's Chapter 11 reorganization case commenced under Title 11 of the United States Code on November 29, 2011, which case is pending in the United States Bankruptcy Court for the Southern District of New York in an administratively consolidated case entitled In re AMR Corporation, et al., Chapter 11 Case No. 11-15463 (SHL) (the "Bankruptcy Case"), including, without limitation, certain acknowledgements by the City and American, administrative modifications, amendments, and/or the assumption of certain agreements between the City and American, the waivers and release of certain rights or claims, and the allowance and payment of certain claims, all subject to and in accordance with the provisions of the Settlement Agreement.

SECTION THREE. The Director of Airports, the President of the Board of Public Service, and the Comptroller of the City, as the case may be, are hereby authorized and directed, on behalf of the City and in the best interest of the City, the City's residents, and the traveling public, to enter into, execute and deliver the following amendments to certain agreements with American, which are more fully described below and are attached hereto and are incorporated herein:

A. "Fifth Amendment To Memorandum Of Agreement For Improvement To Existing Terminal Facility At Lambert-St. Louis International Airport®" (the "Fifth Amendment"), between the City and American, amending the Memorandum of Agreement for Improvement to Existing Terminal Facility at Lambert-St. Louis International Airport, dated February 6, 2003, as previously amended (Contract No. 44476) (the "MOA"), providing that the Fifth Amendment to the MOA shall be substantially in the form as set out in **EXHIBIT B** to the Settlement Agreement, as provided for in Section 3.2 of the Settlement Agreement; and

B. "Second Amendment to Lease Agreement No. AL-456" (the "Second Amendment"), between the City and American, amending the Lease Agreement No. AL-465, dated March 15, 2012, as amended (Contract No. 60751) (the "Maintenance Hangar Lease AL-465"), providing that the Second Amendment to the Maintenance Hangar Lease AL-465 shall be substantially in the form as set out in **EXHIBIT C** to this Settlement Agreement, as provided for in Section 5.1 of the Settlement Agreement.

SECTION FOUR. The Director of Airports and the Comptroller of the City, with the advice and concurrence of the City Counselor are hereby authorized and directed, on behalf of the City and in the best interest of the City, the City's residents, and the traveling public to make such changes, modifications, or amendments to the terms and provisions of the Settlement Agreement and to enter into, execute and deliver such modifications or amendments including, without limitation, any modifications or amendments to any companion, attendant or related documents, agreements, or instruments contemplated in the Settlement Agreement that may be deemed necessary or desirable to preserve and protect the interest of the City, the City's residents, and the traveling public, and deemed necessary or desirable in connection with the Bankruptcy Case and proceedings, and/or the consummation of the transactions contemplated herein.

SECTION FIVE. The Director of Airports and the Comptroller of the City are hereby authorized to negotiate the provisions of and to enter into, execute, and deliver, on behalf of the City and in the best interest of the City, the City's residents and the traveling public, such agreements or instruments that may be deemed necessary or desirable in order to alienate or sell the City's "MOA Unsecured Claim" (as defined in Section 3.1 of the Settlement Agreement) (the "Claim Agreements") including, without limitation, any companion, attendant or related documents, agreements, instruments, certificates, and affidavits contemplated in the Claim Agreements, or which may be necessary or desirable to effectuate the terms set forth in the Claim Agreements, and/or deemed necessary or desirable to preserve and protect the interest of the City, the City's residents, or the traveling public, and/or to take such actions as may be deemed necessary or desirable in connection with the Claim Agreements, or the consummation of the transactions contemplated therein, or the payment to the City of the City's MOA Unsecured Claim.

SECTION SIX. The Mayor, the Comptroller, the Treasurer, the Register, the City Counselor, the President of the Board of Public Service, the Director of Airports, and other appropriate officers, agents, and employees of the City, as the case may be, with the advice and concurrence of the Director of Airports and the City Counselor, are hereby authorized and directed to enter into, execute and deliver on behalf of the City and in the best interest of the City, the City's residents, and the traveling public, any companion, attendant or related documents, agreements, amendments, modifications, instruments, certificates, affidavits, contemplated in the Settlement Agreement and/or attached thereto as attachments or exhibits, or deemed necessary or desirable to effectuate the terms set forth in the Settlement Agreement or the Claim Agreements, and/or deemed necessary or desirable to preserve and protect the interest of the City, the City's residents, or the traveling public, and/or to take such actions as may be necessary or desirable in connection with the Bankruptcy Case and proceedings or the consummation of the transactions contemplated herein.

SECTION SEVEN. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to this Ordinance and the agreements, amendments, documents, and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, amendments, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City which are in conflict with this Ordinance shall be of no force or effect as to the agreements, amendments, documents, and instruments approved and/or authorized by this Ordinance.

SECTION EIGHT. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**ATTACHMENT 1
(SETTLEMENT AGREEMENT)
Is on file in the Register's Office.**

Approved: January 22, 2013

**ORDINANCE #69374
Board Bill No. 97**

An ordinance enacting a curfew for Marie Fowler Park and Phillip J. Lucier Park, containing an exception for persons holding permits, and containing an emergency clause.

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

SECTION ONE. Notwithstanding Ordinance 58262, no person shall idle, wander, stroll, play or otherwise be in or upon the confines of Marie Fowler Park and Phillip J. Lucier Park or the public areas immediately adjacent thereto between the hours of 6:00 p.m. and 6:00 a.m. from November 1 through March 31, and between the hours of 7:00 p.m. and 6:00 a.m. the rest of the year.

SECTION TWO. The curfew imposed in Section One hereof shall not apply to any person who is occupying such Park under the provision of a permit granted by the board of public service or the director of parks, recreation, and forestry or to public employees while engaged in the performance of their duties.

SECTION THREE. 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: January 25, 2013

**ORDINANCE #69375
Board Bill No. 233**

An Ordinance establishing a four way stop site at the intersection of Logan Street and Lowell Street by regulating all eastbound and westbound traffic traveling on Logan Street at Lowell Street and regulating all northbound and southbound traffic traveling on Lowell Street at Logan Street and containing an emergency clause.

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

SECTION ONE. There is hereby established a four way stop site for all traffic approaching the intersection of Logan Street and Lowell Street by regulating all eastbound and westbound traffic traveling on Logan Street at Lowell Street and regulating all northbound and southbound traffic traveling on Lowell Street at Logan Street. 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: January 25, 2013

**ORDINANCE #69376
Board Bill No. 235**

An Ordinance recommended by the Planning Commission on November 7, 2012, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 4837 (5012, 5014 & 5016 Enright), so as to include the described parcels of land in City Block 4837; and containing an emergency clause.

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

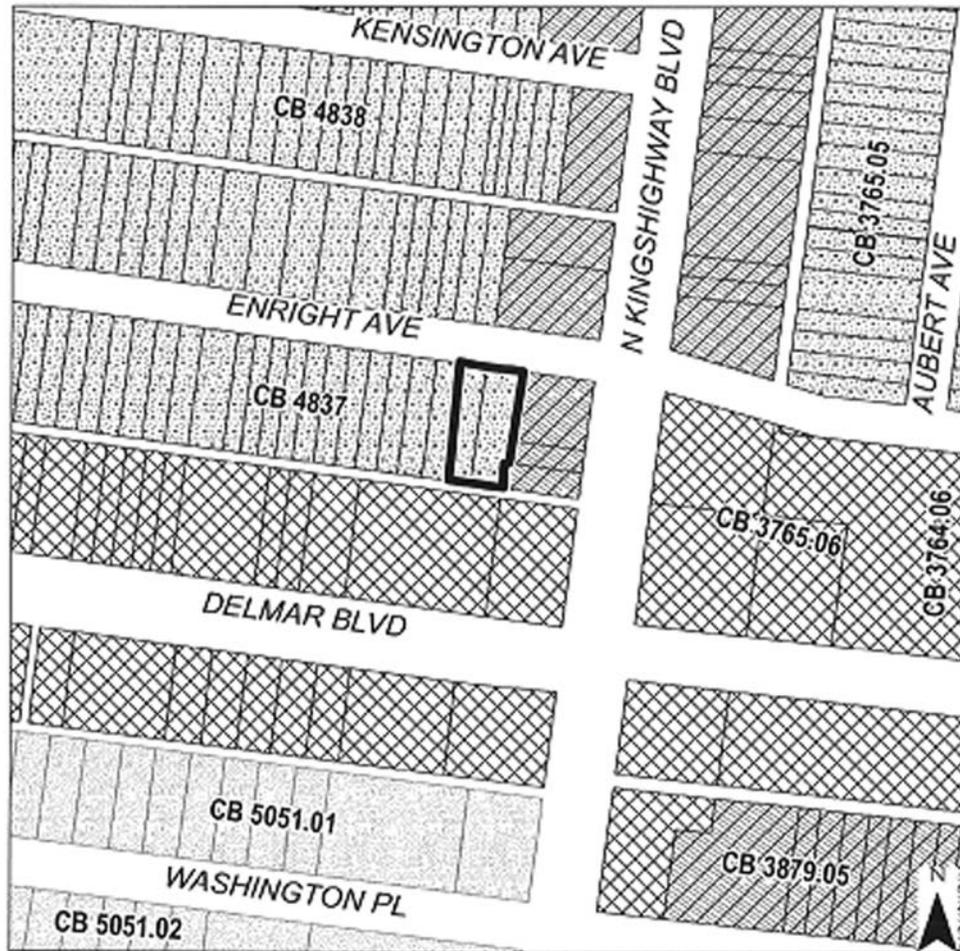
SECTION ONE. The zoning designation of certain real property located in City Block 4837 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land being part of Lot 35, all of Lot 36 and part of Lot 37 of Mount Cabanne in City Block 4837 in the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the intersection of the South line of Enright St with the Western line of N. Kingshighway (100' wide), said point being the Northeast corner of Lot 38 of Mount Cabanne; thence along the South line of Enright North 89 degrees 43 minutes 11 seconds West, a distance of 102.53 feet to the POINT OF BEGINNING of the tract herein described; thence leaving said South line South 00 degrees 00 minutes 00 seconds West, a distance of 132.98 feet to a point; thence North 89 degrees 43 minutes 11 seconds West, a distance of 1.47 feet to a point on the West line of Lot 37 of Mount Cabanne; thence along said West line South 00 degrees 00 minutes 00 seconds, West, a distance of 37.00 to the North line of a 15-foot wide Alley; thence along said North line North 89 degrees 43 minutes 11 seconds West, a distance of 80.00 feet to the Southwest corner of a tract of land described in a deed to RFC Properties, LLC as recorded March 08, 2012 as Daily No. 105; thence along said West line North 00 degrees 00 minutes 00 seconds East, a distance of 170.00 feet to the aforesaid South line of Enright; thence along said South line South 89 degrees 44 minutes 11 seconds East, a distance of 87.47 feet to the Point of Beginning as per a survey by Stock & Associated during October, 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 | G Local Commercial District |
| B Two-Family Dwelling District | H Area Commercial District |
| C Multiple-Family Dwelling District | I Central Business District |
| D Multiple-Family Dwelling District | J Industrial District |
| E Multiple-Family Dwelling District | K Unrestricted District |
| F Neighborhood Commercial District | L Jefferson Memorial District |

Rezoning Area

Rezoning from "C" to "F"

PDA-139-12-REZ



ORDINANCE #69377
Board Bill No. 236

An Ordinance recommended by the Planning Commission on November 7, 2012, to change the zoning of property as indicated on the District Map, from "B" Two-Family Dwelling District and "H" Area Commercial District to the "H" Area Commercial District only, in City Block 1495 (3522 Utah and 3521, 3523, 3527 & 3529-41 McKean), so as to include the described parcels of land in City Block 1495; 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 1495 is hereby changed to the "H" Area Commercial District, real property being particularly described and shown in Exhibit A as follows:

LD- 3522 UTAH STREET

A PARCEL OF BEING ALL OF LOTS 31 THRU 38 OF TOWER GROVE HEIGHTS AMENDED SUBDIVISION, RECORDED IN PLAT BOOK 16 PAGE 135, OF THE CITY OF ST. LOUIS RECORDER'S OFFICE AND THE 15 FOOT WIDE, ALLEY VACATED BY ORDINANCE 49393 AND 52411, IN BLOCK 1495, CITY OF ST. LOUIS, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERN LINE OF UTAH STREET, 60 FEET WIDE WITH THE EASTERN LINE OF GRAND AVENUE, 80 FEET WIDE; THENCE SOUTH 81 DEGREES 03 MINUTES 14 SECONDS EAST 305.25 FEET ALONG THE SOUTHERN LINE OF SAID UTAH STREET, TO EASTERN LINE OF SAID LOT 31, TO A POINT; THENCE SOUTH 08 DEGREES 54 MINUTES 24 SECONDS WEST 135.00 FEET, ALONG THE EASTERN LINE OF SAID LOT 31 PRODUCED TO THE CENTERLINE OF SAID VACATED ALLEY, TO A POINT; THENCE SOUTH 81 DEGREES 03 MINUTES 14 SECONDS EAST 5.00 FEET, TO THE WESTERN LINE OF AN ALLEY 20 FEET WIDE, TO A POINT; THENCE SOUTH 08 DEGREES 54 MINUTES 09 SECONDS WEST 7.50 FEET, TO THE SOUTHERN LINE OF SAID VACATED ALLEY, TO A POINT; THENCE NORTH 81 DEGREES 03 MINUTES 14 SECONDS WEST 304.52 FEET ALONG THE SOUTHERN LINE OF SAID VACATED ALLEY, TO THE EASTERN LINE OF SAID GRAND AVENUE, TO A POINT; THENCE NORTH 06 DEGREES 36 MINUTES 08 SECONDS EAST 142.61 FEET ALONG THE EASTERN LINE OF SAID GRAND AVENUE, TO THE POINT OF BEGINNING AND CONTAINING 43,127 SQUARE FEET OR 0.99 ACRE, AS PREPARED BY PITZMANS COMPANY.

LD- 3529-41 MCKEAN AVENUE

A PARCEL OF BEING ALL OF LOTS 15, 40 THRU 43 OF TOWER GROVE HEIGHTS AMENDED SUBDIVISION, RECORDED IN PLAT BOOK 16 PAGE 135, OF THE CITY OF ST. LOUIS RECORDER'S OFFICE, IN BLOCK 1495 CITY OF ST. LOUIS MISSOURI, MORE , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN LINE OF MCKEAN AVENUE, 60 FEET WIDE SAID POINT BEING SOUTH 81 DEGREES 03 MINUTES 07 SECONDS EAST 69.40 FEET FROM THE EASTERN LINE OF GRAND AVENUE, 80 FEET WIDE, TO THE SOUTHWESTERN CORNER OF SAID LOT 40. THENCE NORTH 08 DEGREES 54 MINUTES 09 SECONDS EAST 127.50 FEET ALONG THE WESTERN LINE OF SAID LOT 40, TO THE SOUTHERN LINE OF 15 FOOT WIDE, ALLEY VACATED BY ORDINANCE 49393 AND 52411, TO A POINT; THENCE SOUTH 81 DEGREES 03 MINUTES 14 SECONDS EAST 160.00 FEET, ALONG THE SOUTHERN LINE OF SAID VACATED ALLEY TO THE NORTHEAST CORNER OF SAID LOT 43, TO A POINT; THENCE SOUTH 08 DEGREES 54 MINUTES 09 SECONDS WEST 127.50 FEET, ALONG THE EASTERN LINE OF SAID LOT 43, TO THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO A POINT; THENCE NORTH 81 DEGREES 03 MINUTES 07 SECONDS WEST 160.00 FEET ALONG THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO THE POINT OF BEGINNING AND CONTAINING 20,400 SQUARE FEET OR 0.47 ACRE, AS PREPARED BY PITZMANS COMPANY.

LD- 3527 MCKEAN AVENUE

A PARCEL OF BEING ALL OF LOT 44 OF TOWER GROVE HEIGHTS AMENDED SUBDIVISION, RECORDED IN PLAT BOOK 16 PAGE 135, OF THE CITY OF ST. LOUIS RECORDER'S OFFICE, IN BLOCK 1495 CITY OF ST. LOUIS MISSOURI, MORE , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN LINE OF MCKEAN AVENUE, 60 FEET WIDE SAID POINT BEING SOUTH 81 DEGREES 03 MINUTES 07 SECONDS EAST 229.40 FEET FROM THE EASTERN LINE OF GRAND AVENUE, 80 FEET

WIDE, TO THE SOUTHWESTERN CORNER OF SAID LOT 44. THENCE NORTH 08 DEGREES 54 MINUTES 09 SECONDS EAST 127.50 FEET ALONG THE WESTERN LINE OF SAID LOT 44, TO THE SOUTHERN LINE OF 15 FOOT WIDE, ALLEY VACATED BY ORDINANCE 49393 AND 52411, TO A POINT; THENCE SOUTH 81 DEGREES 03 MINUTES 14 SECONDS EAST 30.00 FEET, ALONG THE SOUTHERN LINE OF SAID VACATED ALLEY TO THE NORTHEAST CORNER OF SAID LOT 44, TO A POINT: THENCE SOUTH 08 DEGREES 54 MINUTES 09 SECONDS WEST 127.50 FEET, ALONG THE EASTERN LINE OF SAID LOT 44, TO THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO A POINT; THENCE NORTH 81 DEGREES 03 MINUTES 07 SECONDS WEST 30.00 FEET ALONG THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO THE POINT OF BEGINNING AND CONTAINING 3,825 SQUARE FEET OR 0.09 ACRE, AS PREPARED BY PITZMANS COMPANY.

LD- 3523 MCKEAN AVENUE

A PARCEL OF BEING ALL OF LOT 45 OF TOWER GROVE HEIGHTS AMENDED SUBDIVISION, RECORDED IN PLAT BOOK 16 PAGE 135, OF THE CITY OF ST. LOUIS RECORDER'S OFFICE, IN BLOCK 1495 CITY OF ST. LOUIS MISSOURI, MORE , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN LINE OF MCKEAN AVENUE, 60 FEET WIDE SAID POINT BEING SOUTH 81 DEGREES 03 MINUTES 07 SECONDS EAST 259.40 FEET FROM THE EASTERN LINE OF GRAND AVENUE, 80 FEET WIDE, TO THE SOUTHWESTERN CORNER OF SAID LOT 45.

THENCE NORTH 08 DEGREES 54 MINUTES 09 SECONDS EAST 127.50 FEET ALONG THE WESTERN LINE OF SAID LOT 45, TO THE SOUTHERN LINE OF 15 FOOT WIDE, ALLEY VACATED BY ORDINANCE 49393 AND 52411, TO A POINT; THENCE SOUTH 81 DEGREES 03 MINUTES 14 SECONDS EAST 30.00 FEET, ALONG THE SOUTHERN LINE OF SAID VACATED ALLEY TO THE NORTHEAST CORNER OF SAID LOT 45, TO A POINT:

THENCE SOUTH 08 DEGREES 54 MINUTES 09 SECONDS WEST 127.50 FEET, ALONG THE EASTERN LINE OF SAID LOT 45, TO THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO A POINT;

THENCE NORTH 81 DEGREES 03 MINUTES 07 SECONDS WEST 30.00 FEET ALONG THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO THE POINT OF BEGINNING AND CONTAINING 3,825 SQUARE FEET OR 0.09 ACRE, AS PREPARED BY PITZMANS COMPANY.

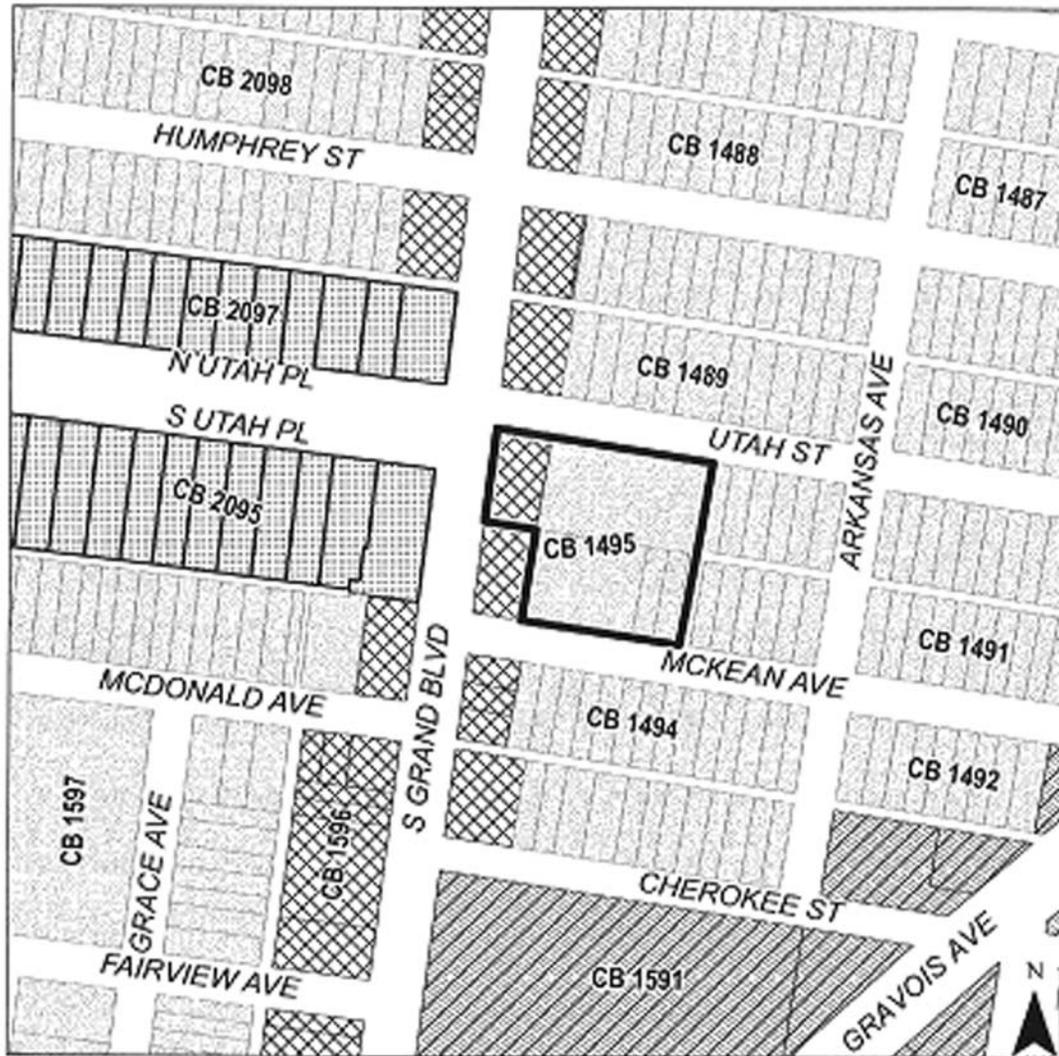
LD- 3521 MCKEAN AVENUE

A PARCEL OF BEING THE WESTERN 10.00 FEET OF LOT 46 OF TOWER GROVE HEIGHTS AMENDED SUBDIVISION, RECORDED IN PLAT BOOK 16 PAGE 135, OF THE CITY OF ST. LOUIS RECORDER'S OFFICE, IN BLOCK 1495 CITY OF ST. LOUIS MISSOURI, MORE , MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN LINE OF MCKEAN AVENUE, 60 FEET WIDE SAID POINT BEING SOUTH 81 DEGREES 03 MINUTES 07 SECONDS EAST 289.40 FEET FROM THE EASTERN LINE OF GRAND AVENUE, 80 FEET WIDE, TO THE SOUTHWESTERN CORNER OF SAID LOT 46. THENCE NORTH 08 DEGREES 54 MINUTES 09 SECONDS EAST 127.50 FEET ALONG THE WESTERN LINE OF SAID LOT 46, TO THE SOUTHERN LINE OF 15 FOOT WIDE, ALLEY VACATED BY ORDINANCE 49393 AND 52411, TO A POINT; THENCE SOUTH 81 DEGREES 03 MINUTES 14 SECONDS EAST 10.00 FEET, ALONG THE SOUTHERN LINE OF SAID VACATED ALLEY TO A POINT; THENCE SOUTH 08 DEGREES 54 MINUTES 09 SECONDS WEST 127.50 FEET, ALONG A LINE PARELLEL THE WESTERN LINE OF SAID LOT 46, TO THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO A POINT; THENCE NORTH 81 DEGREES 03 MINUTES 07 SECONDS WEST 10.00 FEET ALONG THE NORTHERN LINE OF SAID MCKEAN AVENUE, TO THE POINT OF BEGINNING AND CONTAINING 1,275 SQUARE FEET OR 0.03 ACRE, AS PREPARED BY PITZMANS COMPANY.

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

Rezoning Area

Rezoning from "BH" to "H" & "B" to "H"

PDA-138-12-REZ



ORDINANCE #69378
Board Bill No. 247

An ordinance establishing a four way stop site at the intersection of McNair Avenue and Victor Street by regulating all north-south traffic traveling on McNair Avenue approaching such intersection and containing an emergency clause.

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

SECTION ONE. There is hereby established a four way stop site for all traffic approaching the intersection of McNair Avenue and Victor Street by regulating all north-south traffic traveling on McNair 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: January 25, 2013

ORDINANCE #69379
Board Bill No. 251

An Ordinance designating a portion of the City of St. Louis, Missouri as a redevelopment area known as the Northeast Hampton Berthold Redevelopment Area pursuant to the Real Property Tax Increment Allocation Redevelopment Act; approving a redevelopment plan and a redevelopment project with respect thereto; adopting tax increment financing within the redevelopment area; making findings with respect thereto; establishing the Northeast Hampton Berthold Special Allocation Fund; authorizing certain actions by City officials; and containing a severability clause.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"); and

WHEREAS, the TIF Commission is duly constituted according to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (2000), as amended (the "TIF Act"), and is authorized to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City and Tri-Star Imports, Inc., a Missouri corporation (the "Developer"), prepared a plan for redevelopment titled the "Northeast Hampton Berthold Redevelopment Area TIF Redevelopment Plan" dated October 5, 2012, as amended October 22, 2012 (the "Redevelopment Plan") for an area containing five (5) parcels located in City Block 4591-W and generally described as properties south of Clayton Road and Oakland Avenue, west of Oakview Place, north of Berthold, and east of Hampton Avenue in the City of St. Louis (the "Redevelopment Area" or "Area"), which Redevelopment Area is more fully described in the Redevelopment Plan, attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by acquiring land, demolition of existing improvements, the installation of site improvements and other infrastructure, and the construction of a new commercial facility, as set forth in the Redevelopment Plan (the "Redevelopment Project," or "TIF Project"); and

WHEREAS, on October 30, 2012, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act, and received comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on October 30, 2012, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the elimination of blighting conditions, the creation of new jobs in the City, increased property values and tax revenues, the strengthening of employment and economic base of the City, stabilization of the Redevelopment Area, facilitation of the economic stability of the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not

otherwise be completed; and

WHEREAS, on October 30, 2012, the TIF Commission voted to recommend that the Board of Aldermen adopt an ordinance in the form required by the Act (i) adopting tax increment financing within the Redevelopment Area, (ii) approving the Redevelopment Plan, (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the Act, (iv) approving the Redevelopment Project as described within the Redevelopment Plan, and (v) approving the issuance of one or more tax increment financing revenue notes in the amount as specified in the Redevelopment Plan; and

WHEREAS, the Board of Alderman hereby recognizes that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is of economic significance to the City, and will (i) serve to eliminate the conditions that cause the Redevelopment Area to be blighted, (ii) assist physical, economic, and social development of the community, (iii) encourage a sense of community identity, safety and civic pride, (iv) eliminate incompatible land uses, (v) eliminate structurally substandard buildings, and (vi) eliminate impediments to land disposition and development, and therefore, the Redevelopment Project, through tax increment financing, will serve to benefit the general welfare of the City; and

WHEREAS, the Developer has demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not feasible and would not otherwise be completed; and

WHEREAS, the Board of Aldermen has received the recommendations of the TIF Commission regarding the Redevelopment Area and the Redevelopment Plan and finds that it is desirable and in the best interests of the City to designate the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, adopt the Redevelopment Plan and Redevelopment Project in order to encourage and facilitate the redevelopment of the Redevelopment Area; and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act and as set forth herein; and

WHEREAS, the property constituting the Redevelopment Area is underutilized and/or vacant with deteriorated site improvements, defective or inadequate street layout, unsanitary and unsafe conditions, improper subdivision or obsolete platting, and conditions exist which endanger lives or property by fire or other causes, thus discouraging investment and the Redevelopment Area represents a menace to the public health, safety, morals or welfare, a social and economic liability to the City and displays a lack of growth and development by private enterprise; and

WHEREAS, it is necessary and desirable and in the best interest of the City to approve the Redevelopment Project to allow the redevelopment of the area as outlined in the Redevelopment Plan; and

WHEREAS, it is necessary and desirable and in the best interest of the City to adopt tax increment allocation financing within the Redevelopment Area and to establish a special allocation fund for the Redevelopment Area in order to provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City of St. Louis, providing for a stabilized population and plan for the optimal growth of the City of St. Louis, encouragement of a sense of community identity, safety and civic pride, and the elimination of impediments to land disposition and development in the City of St. Louis.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals as findings and makes the following additional findings:

A. The Redevelopment Area on the whole is a “blighted area”, as defined in Section 99.805 of the TIF Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding includes, the Redevelopment Plan sets forth, and the Board of Aldermen hereby finds and adopts by reference: (i) a detailed description of the factors that qualify the Redevelopment Area as a “blighted area” and (ii) an affidavit, signed by the Developer and submitted with the Redevelopment Plan, attesting that the provisions of Section 99.810.1(1) of the TIF Act have been met, which description and affidavit are incorporated herein as if set forth herein.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. In accordance with the TIF Act, the Redevelopment Plan states the estimated dates of completion of the Redevelopment Project and retirement of the financial obligations issued to pay for certain redevelopment project costs and these dates are twenty-three (23) years or less from the date of approval of the Redevelopment Project.

D. A plan has been developed for relocation assistance for businesses and residences as set forth in Ordinance No. 62481 adopted December 20, 1991.

E. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is on file with the St. Louis Development Corporation, which costbenefit analysis shows the impact on the economy if the Redevelopment Project is not built, and if the Redevelopment Project is built pursuant to the Redevelopment Plan as well as a fiscal impact study on every affected political subdivision and sufficient information for the TIF Commission to evaluate whether the Redevelopment Project is financially feasible.

F. Redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the assistance of tax increment financing and would not otherwise be completed.

G. The Redevelopment Plan does *not* include the initial development or redevelopment of any “gambling establishment” as that term is defined in Section 99.805(6) of the TIF Act.

H. The Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefitted by the proposed Redevelopment Project.

SECTION TWO. The Redevelopment Area described in the Redevelopment Plan is hereby designated as a “redevelopment area” as defined in Section 99.805(11) of the TIF Act.

SECTION THREE. The Redevelopment Plan as reviewed and recommended by the TIF Commission on October 30, 2012, including amendments thereto, if any, and the Redevelopment Project described in the Redevelopment Plan are hereby adopted and approved. A copy of the Redevelopment Plan is attached hereto as **Exhibit A** and incorporated herein by reference.

SECTION FOUR. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “Northeast Hampton Berthold Special Allocation Fund.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the Northeast Hampton Berthold Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof.

SECTION FIVE. Tax increment allocation financing is hereby adopted within the Redevelopment Area. After the total equalized assessed valuation of the taxable real property in the Redevelopment Area exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Area, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in the Redevelopment Area by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until redevelopment costs have been paid shall be divided as follows:

1. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid by the City Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

2. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid to the City Treasurer, who shall deposit such payments in lieu of taxes into the Northeast Hampton Berthold Special Allocation Fund for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

SECTION SIX. In addition to the payments in lieu of taxes described in Section Five of this Ordinance, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year prior to the adoption of the Redevelopment

Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000) as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Northeast Hampton Berthold Special Allocation Fund.

SECTION SEVEN. The Comptroller of the City is hereby authorized to enter into agreements or contracts with other taxing districts as necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections Five and Six of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Northeast Hampton Berthold Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

SECTION EIGHT. The City Register is hereby directed to submit a certified copy of this Ordinance to the City Assessor, who is directed to determine the total equalized assessed value of all taxable real property within the Redevelopment Area as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within the Redevelopment Area, and shall certify such amount as the total initial equalized assessed value of the taxable real property within the Redevelopment Area.

SECTION NINE. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the 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 TEN. 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 ELEVEN. 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 TWELVE. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; *provided that* if, within one hundred ninety (90) days after the effective date of an ordinance authorizing the City to enter into a redevelopment agreement pertaining to the Redevelopment Project, the Developer or its affiliate or designee, has not (i) executed such redevelopment agreement and (ii) paid all fees due to the City in accordance with the terms of the redevelopment agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, *provided further*, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

EXHIBIT A

NORTHEAST HAMPTON BERTHOLD REDEVELOPMENT AREA TIF REDEVELOPMENT PLAN

[Attached hereto]

**NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA
TIF REDEVELOPMENT PLAN**

OCTOBER 5, 2012, REVISED OCTOBER 22, 2012

Submitted to:

City of St. Louis, Missouri

Tax Increment Financing Commission

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

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Appendix

Appendix A – Maps

- PLATE 1 – Redevelopment Project Boundary Map
- PLATE 2 – Future Land Use Map
- Plate 3 – Area Photos

Appendix B – Exhibits

- Exhibit 1 - Boundary Description
- Exhibit 2 – Property Ownership List
- Exhibit 3 – Anticipated Redevelopment Program Schedule
- Exhibit 4 - Developer’s Affidavit
- Exhibit 5 – Evidence of Commitment to Finance Project Costs

Appendix C – Analysis of Conditions Representing a Blighted Area for the Northeast Hampton/Berthold Redevelopment Area

*Northeast Hampton/Berthold Redevelopment Area**TIF Redevelopment Plan*

I. INTRODUCTION AND BACKGROUND OF THE AREA

The following Redevelopment Plan is prepared for redevelopment of certain real property in the City of St. Louis ("City") consisting of city block 4591.04 and generally described as properties east of Hampton Avenue, South of Clayton Avenue, west of Oakview Place, and north of Berthold Avenue (the "Redevelopment Area" or "Area"). The Area consists of properties previously operated as the KTVI, and later FOX2, news and broadcast facility. The Redevelopment Area boundaries are generally displayed graphically on **Plate 1 – Redevelopment Area Boundary Map**, located in **Appendix A**, and is further described in **Exhibit 1 – Boundary Description** contained in **Appendix B**. The Area consists of approximately 3.62 acres and is comprised of 5 separate parcels and Cairns Place as identified on **Exhibit 2 – Property Ownership List** in **Appendix B**.

The Redevelopment Area qualifies as a blighted area under Missouri's Real Property Tax Increment Allocation Redevelopment Act, Section 99.800-99.865 of the Revised Statutes of Missouri (the "TIF Act"). This Redevelopment Plan contemplates the complete redevelopment of the Area into commercial uses (the "Redevelopment Project" or "Project").

This Redevelopment Plan proposes that the City initially authorize and issue one or more Tax Increment Financing Notes ("TIF Notes") in an amount up to Two Million Eight Hundred and Fifty Thousand and No/100 Dollars (\$2,850,000) plus issuance costs to fund a portion of the costs of the Redevelopment Project. The TIF Notes issued shall be reimbursed solely from the revenue stream of Payments In Lieu of Taxes ("PILOTS") and Economic Activity Taxes ("EATS") generated by the Project over a twenty-three year period. One hundred percent of PILOTS within the Redevelopment Area and fifty percent of EATS will be allocated to retire the TIF Notes. The City may issue TIF Note(s) or other TIF obligations to the developer of the Project ("Developer") or a third party to evidence the City's obligation to reimburse the Developer for a portion of the costs of the Redevelopment Project. Such TIF Note(s) will be paid solely from revenues on deposit in the Northeast Hampton/Berthold Special Allocation Fund, in accordance with and pursuant to the TIF Act. Upon receipt by the City of a written request by Developer and evidence that the Developer has met certain criteria agreed upon by the City and Developer in a Redevelopment Agreement, the City shall cause one of its agencies to immediately proceed to issue tax increment financing bonds ("TIF Bonds") to repay the TIF Note.

II. OVERVIEW OF TAX INCREMENT FINANCING

In pursuing the redevelopment of a declining area, or to induce the development of an area that has been deficient in growth and development, the State of Missouri has provided various statutory tools a municipality may use in order to initiate private and public development/redevelopment. One such tool is the TIF Act also known as Tax Increment Financing ("TIF"). This legislation provides for the establishment of tax increment financing districts referred to in the TIF Act as "redevelopment areas". In order to establish a TIF redevelopment area, the area proposed for designation must meet certain criteria as set forth in the TIF Act. These criteria are established in accordance with one of three types of redevelopment areas that may be designated. These types of redevelopment areas are:

- Blighted area;
- Conservation area; or
- Economic development area.

Prior to the designation of a redevelopment area, a redevelopment plan must be prepared which identifies specific redevelopment projects within the redevelopment area. The plan must outline the objectives that the plan intends to accomplish, describe how the redevelopment projects accomplish those objectives, and provide a program by which the objectives and the redevelopment projects will be accomplished. The purposes of establishing the redevelopment area are to reduce or eliminate blighting conditions, foster economic and physical improvements, and enhance the tax base of the taxing districts that levy taxes within the redevelopment area.

The concept of TIF is relatively simple. Incremental revenue is created when there is an increase in tax revenues in the designated area above the annual revenue that the redevelopment area generated in the year prior to its establishment. New development is "induced" to occur by allowing interested parties to use the incremental revenue created by the new development to finance certain costs of developing or redeveloping the redevelopment area. Bonds or other financial obligations can be issued to capture the revenue at the inception of a project to repay these costs.

Typically, bonds or other financial obligations are issued to finance the costs associated with the various capital improvements and redevelopment projects that are proposed to occur in the area. These financial obligations are then retired on an annual basis using the incremental revenue generated from the new development. The TIF Act authorizes the capture of certain PILOTS and EATS in the redevelopment area over and above such levels within the redevelopment area in the year prior to the approval of the redevelopment project. This revenue is set aside in a special fund known as the "special allocation fund". During the period in which the incremental revenue is dedicated to the purposes specified in the redevelopment plan (up to 23 years), all taxing districts that levy ad valorem taxes in the redevelopment area continue to receive the taxes based upon the property values that existed prior to the new development and adoption of TIF. Those local jurisdictions that levy economic activity taxes (sales and utility taxes) also continue to collect the amount of these taxes that existed prior to the implementation of a TIF district, as well as 50% of the new economic activity taxes generated by the project.

The TIF Act requires a city seeking to create a redevelopment area to create a TIF Commission. The TIF Commission's role is to review and consider the area proposed to be designated as a redevelopment area and to make a recommendation to the governing body of the city regarding the establishment of the redevelopment area and the associated redevelopment plan and project(s).

*Northeast Hampton/Berthold Redevelopment Area**TIF Redevelopment Plan*

There are several advantages in choosing TIF over other redevelopment programs. Because the TIF Act authorizes the TIF revenues to be pledged to bonds or other financial obligations, the developer and the city have funds available at the beginning of the development process when they are typically the most needed. Another advantage is that TIF requires all the taxing entities to share in forgoing the receipt of new revenue during the period while the obligations are being retired. This is because, unlike tax abatement programs, the city must dedicate 50% of its economic activity tax revenue that is generated by the new development to the special allocation fund, not just its property tax increment. In addition, in the TIF process, the city is vested with control over where and how the increment will be used. An additional advantage is that the city is allowed to use the power of eminent domain to ensure that necessary property acquisition occurs and that public improvements are built.

The initial step in forming a TIF district and establishing the redevelopment area is to analyze the area being contemplated for designation. This is necessary to determine whether the area can meet the criteria specified in the Act for designation as a blighted, conservation, or economic development area. Once the governing body of a city has determined that the area will qualify, it may approve a redevelopment plan. The redevelopment plan identifies objectives, policies, redevelopment projects, activities and costs necessary to accomplish the redevelopment of the area. Funding and financing aspects of the plan are also outlined, as well as plan schedules and dates for implementation.

III. REDEVELOPMENT PLAN INCLUDING NECESSARY FINDINGS

1. Legal Description of the Redevelopment Area

The Redevelopment Area boundaries are generally displayed graphically on **Plate 1- Redevelopment Area Boundary Map**, located in **Appendix A**, and is further described in **Exhibit 1 – Boundary Description** contained in **Appendix B**.

2. Redevelopment Plan Objectives

The Redevelopment Plan outlines the program that the City proposes to undertake to accomplish the objectives for the Redevelopment Area. The objectives forming the basis for the Redevelopment Plan for the Northeast Hampton/Berthold Redevelopment Area are outlined in the following paragraphs. These objectives are consistent with the purposes outlined in the TIF Act, as amended:

- To reduce or eliminate the conditions that cause the Redevelopment Area to be a “blighted area” as defined by Section 99.805(1) of the TIF Act and as described in this Redevelopment Plan;
- To enhance the public health, safety and welfare of the community by curing blighting conditions and encouraging other improvements necessary for insuring the Area’s stability and ensuring future redevelopment consistent with this Redevelopment Plan;
- To enhance the tax base by inducing development of the Redevelopment Area to its highest and best use, benefiting taxing districts and encouraging private investment in surrounding areas;
- To promote the health, safety, order, convenience, prosperity and the general welfare as well as efficiency and economy in the process of development;
- To further objectives outlined in the City of St. Louis Strategic Land Use Plan (2005);
- To increase property values of the Area and surrounding areas;
- To stimulate construction and permanent employment opportunities and increased demand for services for the Area and surrounding areas; and
- To provide goods and services to St. Louis region while importing spending to the City of St. Louis.

3. Redevelopment Project

To satisfy the above objectives, the Redevelopment Project consists of commercial uses resulting from the complete redevelopment of the Area together with related improvements. By constructing the Project, it is expected that the Developer (“Developer”) will remove the blighting factors of the Area through a uniquely urban design and site layout that will dramatically transform the urban character of the Area and the Hampton/Clayton intersection.

The Project will facilitate ongoing, positive momentum for the transformation of the Hampton/Interstate 64 interchange by:

- Transforming the urban character of this “gateway entrance” from the interstate;

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

- Serving as a catalyst project for ongoing revitalization and reinvestment in underutilized properties in the Hampton corridor and surrounding neighborhood;
- Providing high-quality automotive goods and services for City residents;
- Attracting an internationally recognized and marquee brand to the neighborhood;
- Eliminating blight from the neighborhood;
- Creating employment opportunities (est. 60 jobs); and
- Generating new tax revenues to the City and its taxing districts in the form of increased personal property, real property and payroll taxes, as well as the tax benefits derived from the presence of additional commercial employees in the City.

The total estimated Redevelopment Project Costs for the Redevelopment Project at this time equal approximately \$13,200,000 as set forth in greater detail in **Section IV, Financing Plan**.

4. General Land Uses to Apply

The general land uses proposed for the Area are commercial uses. The land uses to apply to the Redevelopment Area are displayed on **Plate 2 - Future Land Use Map** contained in the **Appendix A**.

5. Redevelopment Schedule and Estimated Dates of Completion

It is estimated that implementation of the Redevelopment Project will be completed within twelve (12) months from the execution of the redevelopment agreement between the City and the Developer of this Redevelopment Project as contemplated herein. This date is merely an estimate, and such implementation may be accelerated or delayed as market or site conditions dictate. The estimated date for retirement of obligations incurred to finance the Redevelopment Project shall not be more than twenty-three (23) years from approval of the Redevelopment Project. The anticipated Redevelopment Program Schedule for the TIF Project is included herein as **Exhibit 3 – Anticipated Redevelopment Program Schedule** in **Appendix B**.

6. Equalized Assessed Value

In accordance with the TIF Act, the most recent equalized assessed valuation (EAV) and an estimate of the EAV after redevelopment must be compiled for the Area and shown in this Plan. This data is provided in **Table III-1, entitled Estimated Equalized Assessed Valuation (EAV) Before And After Redevelopment**.

Information on the individual properties within the Area is shown on **Exhibit 2 – Property Ownership List** in **Appendix B**. In order to estimate the EAV after redevelopment, the Redevelopment Project must be used as the basis for the estimate. The estimate of market value for the building and site improvements comprising the Redevelopment Project are based on comparable market valuation estimates for similar commercial uses in the City of St. Louis.

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

**Table III-1
ESTIMATED EQUALIZED TAXABLE ASSESSED VALUATION (EAV)
BEFORE AND AFTER REDEVELOPMENT
NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA**

Total Redevelopment Area	
Assessment Item	Estimated Taxable EAV (\$)
Total After Redevelopment	2,314,920
Most Recent Taxable EAV Amount	620,800
Estimated Incremental Appraised and Taxable Assessed Values	1,694,120

7. Acquisition

The Developer has the properties under contract with the current property ownership. Eminent domain is not contemplated as a condition of tax increment financing to complete the Project.

8. Blighted Area

As described in greater detail in the *Analysis of Conditions Representing a Blighted Area for the Northeast Hampton/Berthold Redevelopment Area* attached hereto as **Appendix C** and incorporated herein by this reference, the Redevelopment Area as a whole is a blighted area, and has not been subject to growth and development through investment by private enterprise and will not reasonably be expected to be developed without the adoption of tax increment financing. The Developer has executed an affidavit attesting to the existence of these conditions, which affidavit is included herein as **Exhibit 4** in **Appendix B**.

The cost of redevelopment precludes private enterprise from developing the Redevelopment Area to its highest and best use without public assistance. The cost of curing the existing conditions of blight and rehabilitation of improvements as contemplated in this Redevelopment Plan is not economically viable if fully borne by the Developer.

9. Conforms with the Comprehensive Plan of the City

The Redevelopment Plan conforms to the development of the City as set forth in the "Strategic Land Use Plan" (2005). The Area is designated as "Specialty Mixed Use Area". "Specialty Mixed Use Area" designations are applied to areas promoting a unique mix of uses to be preserved and developed. The Plan identifies areas where business, residents, arts, and other entertainment coexist together as "Specialty Mix Use". The Project's unique, urban aesthetics and regional attraction for customers will contribute to the Area's intersection of Forest Park's cultural and educational institutions, neighboring residential neighborhoods and buildings, and neighborhood commercial businesses. The Redevelopment Project for this TIF matches the goals set for this designation.

10. Plan for Relocation Assistance

The relocation of residents and businesses is not anticipated to be necessary within the Redevelopment Area with respect to the Redevelopment Project; however, to the extent any relocation is necessary, this Plan will follow the regulations established by the City of St. Louis for relocation according to Ordinance 62481.

11. Cost Benefit Analysis

A cost benefit analysis showing the fiscal impact of the Project on each taxing district impacted by this Redevelopment Plan and sufficient information to determine the financial feasibility of the Project is on file with the St. Louis Development Corporation, 1520 Market Street, Suite 2000, St. Louis, MO 63103.

If the Redevelopment Project is completed, then each of the taxing districts will continue to receive all of the tax revenues currently received from the Redevelopment Area. Additionally, they will benefit from the additional real and personal property taxes and economic activity taxes which will be paid and not contributed to the TIF. The TIF Act allows for the collection of only 50% of the EATS for payment of project costs. The other 50% are distributed to the appropriate taxing authorities.

12. Does Not Include Gambling Establishment

This Plan does not include the development or redevelopment of any gambling establishment.

13. Department of Economic Development Report

As required by the TIF Act, the City shall report to the Department of Economic Development regarding the Redevelopment Area.

14. Historical Land Use of Property within the Redevelopment Area

The property is located near the intersection of I-64 and Hampton Ave. in one of the City's 27 historical neighborhoods – Oakland. Originally part of the Gratiot League Square, so called because it was intended to be three miles square, it was later slightly shortened on its western side. Its northern limit was a line bisecting Forest Park, on the south it reached to the present Bancroft Ave. and in an east-west direction it extended from Kingshighway to Big Bend. Construction of the Pacific Railroad through the area in the early 1850's led to the opening of several subdivisions. After the World's Fair of 1904, more buildup occurred south of Oakland Ave. and east of McCausland. From Kingshighway westward to about the present location of Macklind Ave., it was rural in character, with farms and there was no street where Oakland Ave. is today. By the time of the World's Fair, the area from Hampton to Kraft, south of Clayton Ave. was built up. Eventually, urban development resulted in a row of commercial structures developed along Oakland Ave., facing Forest Park, beginning in the late 1950's. Eventually, Hampton Ave. between Oakland and Manchester, became a commercial center. Currently, the Area largely consists of institutional, commercial and industrial uses to the east of Hampton, with pockets of residential development including the Highlands. West of Hampton, the Dogtown neighborhood consists of residential and neighborhood commercial uses.

Sources: City of St. Louis and "History of St. Louis Neighborhoods" by Norbury L. Wayman.

IV. FINANCING PLAN

1. Eligible and Estimated Redevelopment Project Costs

In order to establish an estimate of the redevelopment project costs that apply to the Redevelopment Area, the concepts for redevelopment presented in the General Land Use Plan. More specifically, the following Redevelopment Plan and project implementation elements and costs attributable to them must reflect:

- Costs of studies, surveys, plans and specifications;
- Professional service costs including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services;
- Property assembly costs including, but not limited to, acquisition of land and other real or personal property rights, or interests therein;
- Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- Costs of construction of new structures as permitted by the TIF Act, of public works or other improvements;
- Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include the payment of interest on any obligation issued under the provisions of this Redevelopment Plan accruing during the estimated period of construction of any Redevelopment Project for which such obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto; and
- All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the City, by written agreement, accepts and approves such costs.

The estimated Redevelopment Project Costs to be incurred in connection with the Project are approximately \$13,206,000, and are displayed on Table IV-1. It should be noted that these costs are estimated based on knowledge of the Project at this time and that the actual cost items for implementing the Redevelopment Plan and the Redevelopment Project may vary from these estimates.

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

**Table IV-1
TOTAL REDEVELOPMENT PROJECT COSTS
NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA**

PROJECT COSTS		
Property Acquisition Costs		2,550,000
Property Development Costs		10,350,000
Demolition/Environmental	100,000	
Site Improvement Costs	700,000	
Building Construction	8,900,000	
Closing, Title, Survey & Misc.	50,000	
Architect & Engineering	400,000	
Contingency	200,000	
Subtotal		12,900,000
Financing Costs		150,000
Legal, Professional, Closing & Misc. Costs		150,000
TOTAL USES FOR PROJECT COSTS		13,200,000

The Act allows the City and/or its designated developer(s) to incur redevelopment costs associated with implementation of an approved redevelopment plan and approved redevelopment project. These costs include all reasonable or necessary costs incurred, and any costs incidental to a redevelopment project. Thus, this Redevelopment Plan provides for the use of TIF revenues for the following costs, in accordance with the TIF Act, which may include, but are not limited to:

- Cost of studies, surveys, plans and specifications;
- Professional service costs including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services;
- Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
- Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- Costs of construction of public works or improvements;
- Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include the payment of interest on any obligations issued under the provisions of this Redevelopment Plan accruing during the estimated period of construction of any redevelopment Project for which such obligations are issued and for not more than eighteen-months thereafter, and including reasonable reserves related thereto;
- All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the City, by written agreement, accepts and approves such costs;

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

- Relocation costs to the extent the City determines that relocation costs shall be paid or are required to be paid by Federal or State law; and
- Payments in lieu of taxes.

Table VI-2, entitled **Estimated Redevelopment Project Costs to be Paid by TIF**, illustrates the anticipated categories and costs that will be funded in part by TIF, assuming the funding of up to \$2,850,000 in Redevelopment Project Costs and assuming the creation of the Transportation Development District and Community Improvement District as described below. It should be noted that these costs are estimated based on knowledge of the Project at this time and that the actual cost items for implementing the Redevelopment Plan and the Redevelopment Project may vary from these estimates.

**Table IV-2
ESTIMATED REDEVELOPMENT PROJECT COSTS to be PAID by TIF
NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA**

PROJECT COSTS		
Property Acquisition Costs		0
Property Development Costs		2,550,000
Demolition/Environmental	100,000	
Site Improvement Costs	700,000	
Building Construction	1,750,000	
Closing, Title, Survey & Misc.	0	
Architect & Engineering	0	
Contingency	0	
Subtotal		2,550,000
Financing Costs		150,000
Legal, Professional, Closing & Misc. Costs		150,000
TOTAL USES FOR PROJECT COSTS		2,850,000

It is not the intent of Table IV-1, Table IV-2, or this Redevelopment Plan to restrict the City or the Developer to the cost amounts, categories or allocations as outlined. During the life of the Redevelopment Area, Plan and Project, other costs may be incurred or adjustments may be made within and among the line items specified in Tables IV-1 and IV-2, and additional categories may be added to the extent allowed by the TIF Act, if necessary and reasonable to accomplish the program objectives of the Redevelopment Plan.

2. Anticipated Sources of Funding to Pay Redevelopment Project Costs

It is anticipated that there are (4) four principal sources of funds to be used to pay the costs of implementation of the Redevelopment Plan and the Redevelopment Project previously described. These sources are:

- Owner equity;

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

- Private financing;
- Funds available through the issuance of TIF notes, bonds, loans or other certificates of indebtedness (herein collectively referred to as "TIF Note or other financial obligations"). It is contemplated that these funds will include those generated by a Community Improvement District ("CID") under Sections 67.1401 to 67.1561 of the Missouri Revised Statutes as amended and funds generated by a Transportation Development District ("TDD") under Sections 238.200 to 238.280 of the Missouri Revised Statutes as amended.

Table VI-3, entitled **Estimated Sources to Pay for Redevelopment Project Costs**, illustrates the anticipated sources, including TIF, CID and TDD, to fund the Redevelopment Project Costs. It should be noted that these sources are estimated based on knowledge of the Project at this time and that the anticipated type and term of the sources of funds, as set forth in Table IV-3, for implementing the Redevelopment Plan and the Redevelopment Project may vary from these estimates.

Table IV-3
ESTIMATED SOURCES TO PAY FOR REDEVELOPMENT PROJECT COSTS
NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA

PROJECT FUNDING SOURCES	
Private Financing & Equity	10,350,000
Tax Increment Financing	2,300,000
CID Financing	275,000
TDD Financing	275,000
TOTAL SOURCES TO PAY REDEVELOPMENT PROJECT COSTS	13,200,000

It is not the intent of Table IV-3 or this Redevelopment Plan to restrict the City or the Developer to the sources or source amounts as outlined. During the life of the Redevelopment Agreement, Plan and Project, other sources may be found or adjustments may be made within or in addition to the sources specified in Table IV-3.

3. TIF Note Funding

This Redevelopment Plan proposes that the City initially authorize and issue one or more Tax Increment Financing Notes ("TIF Note") in an amount up to Two Million Eight Hundred Fifty Thousand and No/100 Dollars (\$2,850,000) plus issuance costs to fund a portion of the Redevelopment Project Costs associated with completion of the Redevelopment Project, with a term of retirement for all such issues not more than 23 years. The TIF Notes or other financial obligations will be issued only to finance the Redevelopment Project and Redevelopment Project Cost as outlined in Tables IV-1 and IV-2, which are eligible costs as specified in Section 99.805(11) of the TIF Act, including any costs of issuing the TIF Notes or other financial obligations.

The TIF Notes may be issued in one or more series and may include notes, temporary notes, or other financial obligations to be redeemed by TIF Notes upon completion of the Redevelopment Project. In addition, these TIF Notes or other financial obligations may be privately placed. It is the City's intent to pay for the principal and interest on these Notes or other financial obligations, in any year, solely with money legally available for such purpose within the Northeast Hampton/Berthold Special Allocation Fund.

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

The Northeast Hampton/Berthold Special Allocation Fund will contain at least two accounts as provided for and in accordance with the TIF Act:

1. The "PILOTS Account" will contain all payments in lieu of taxes derived from all taxable lots, blocks, tracts and parcels of real property (or interest therein) within the Redevelopment Area as contemplated by this Redevelopment Plan and in accordance with the TIF Act; and
2. The "Economic Activity Taxes ("EATS") Account" will contain fifty percent (50%) of the total funds from taxes imposed by the City which are generated by the operations and activities within the Redevelopment Area, excluding licenses, fees or special assessments, and excluding personal property taxes and payments to the PILOTS Account, in accordance with the TIF Act.

Funds on deposit in the PILOTS Account and EATS Account will be pledged to the payment of the Redevelopment Project Costs. Such payment obligations shall not constitute debts or liabilities of the City, the State of Missouri, or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and neither the City nor the State of Missouri shall be liable thereon except from the PILOTS Account, and, to the extent appropriated by the City on an annual basis, the EATS Account, from funds derived from other taxes deposited into the Special Allocation Fund.

It is expected that a Community Improvement District will be created under Chapter 67 of the Revised Statutes of Missouri, as amended, and a Transportation Development District will be created under Chapter 238 of the Revised Statutes of Missouri, as amended, to provide additional sources of funds to pay for Redevelopment Project Costs. Community Improvement District and Transportation Development District revenues may be used as a revenue source for retirement of TIF Notes or other financial obligations. The CID and the TDD may also enter into intergovernmental cooperation agreements with other governmental entities to facilitate the accomplishment of the Project's objectives. It is possible that the CID and the TDD may direct its funds directly into the Special Allocation Fund. If this were to occur, within the Special Allocation Fund a Community Improvement District ("CID") account and a separate Transportation Development District ("TDD") account would be created. Any funds directed by the CID into the Special Allocation Fund would be paid into this account.

4. Evidence of Commitment to Finance Redevelopment Project Costs

Exhibit 5 in Appendix B contains preliminary commitment letters providing evidence of the Developer's commitment to provide financing of Redevelopment Project Costs associated with the Redevelopment Project.

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

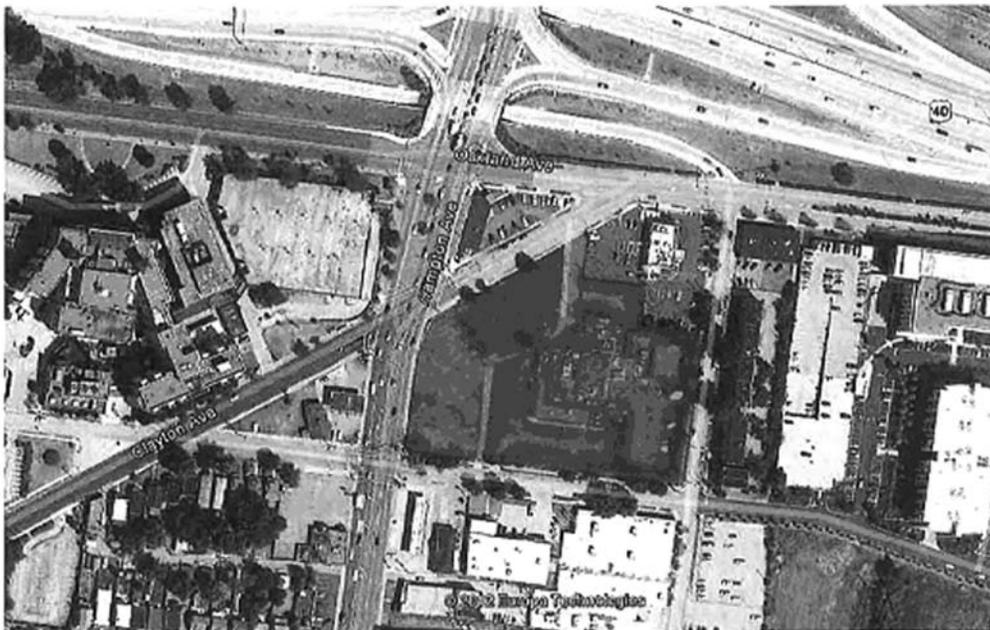
APPENDIX A

**PLATE 1 – REDEVELOPMENT AREA BOUNDARY MAP
NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA**



**PLATE 2 – FUTURE LAND USE MAP
NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA**

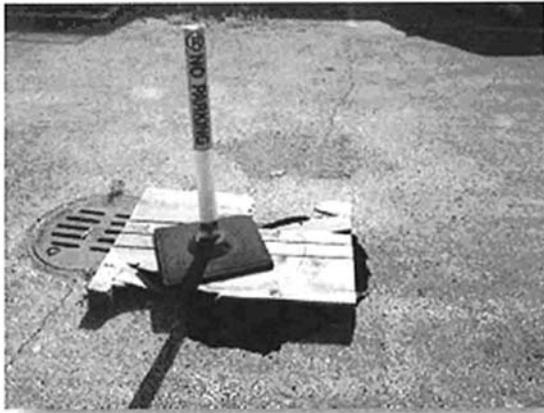
Future Land Use = Commercial 



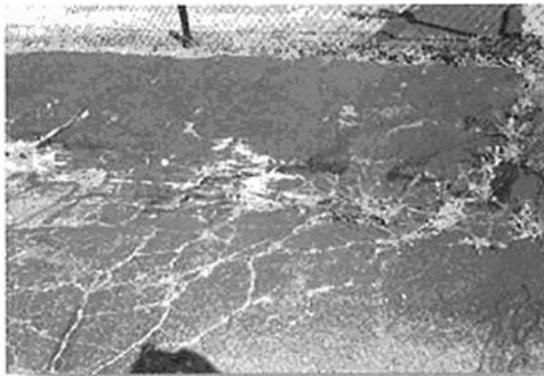
NE Hampton Berthold Redevelopment Area

TIF Redevelopment Plan

PLATE 3 – AREA PHOTOS



Dilapidated infrastructure.



Deteriorated parking areas.

NE Hampton Berthold Redevelopment Area

TIF Redevelopment Plan



100% vacancy.



Evidence of roof leakage.

NE Hampton Berthold Redevelopment Area

TIF Redevelopment Plan



Evidence of water penetration including step cracking, crumbling mortar and peeling paint.



Outmoded design of parking and infrastructure. Lack of barrier around light pole presents safety hazards for pedestrian and vehicles.

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

APPENDIX B

EXHIBIT 1



PROPERTY DESCRIPTION

Tax Increment Financing District

A tract of land located 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 of Berthold Avenue, 60 feet wide with the east right-of-way line of Hampton Avenue, variable width; thence northerly along said east right-of-way line to its intersection with the southeastern right-of-way line of Clayton Avenue, 60 feet wide; thence northeasterly along said southeastern right-of-way line and its direct northeasterly prolongation to the east right-of-way of Cairns Place, 50 feet wide; thence south along said east right-of-way line to its intersection with the north right-of-way line of a 15 feet wide alley; thence east along said north right-of-way line to its intersection with the direct northeasterly prolongation of the west line of a tract of land as conveyed to Hardees of St. Louis, by instrument recorded on 11/11/2011 as Daily No. 1111; thence south along said prolongation line, said west line to the south line of said Hardees of St. Louis tract; thence east along said south line of to the west right-of-way line of Oakview Place, 50 feet wide; thence south along said west right-of-way line to its intersection with the north right-of-way line of above said Berthold Avenue; thence west along said right-of-way line to the Point of Beginning, revised October 11, 2012.

Exhibit 2
Property Ownership List
Northeast Hampton/Berthold Redevelopment Area

Locator ID	Property Address	Owner	Total Taxable Assessment
459104065	5924 CLAYTON	COMMUNITY TELEVISION OF MISSOURI LLC	128,500
459104180	5915 BERTHOLD	COMMUNITY TELEVISION OF MISSOURI LLC	433,900
459104135	1031-1045 OAKVIEW	COMMUNITY TELEVISION OF MISSOURI LLC	25,000
459104120	1025-1027 OAKVIEW	COMMUNITY TELEVISION OF MISSOURI LLC	16,500
459104110	1021-1023 OAKVIEW	COMMUNITY TELEVISION OF MISSOURI LLC	16,900
TOTALS		5 PARCELS	\$ 620,800

Exhibit 3
Proposed Anticipated Redevelopment Schedule

First TIF Commission Meeting	09/12/12
Mailing of Notice of TIF Commission Public Hearing to Taxing Districts (not less than 45 days prior to hearing) (RSMo. §99.803.3)	09/13/12
First Publication of Notice of TIF Commission Public Hearing (not more than 10 days prior to hearing) (RSMo. §99.830.1)	10/06/12
Submit Redevelopment Plan to TIF Commission	10/15/12
Written Notice to Property Owners (not less than 10 days prior to public hearing) (RSMo. §99.830.3)	10/15/12
Second Publication of Notice of TIF Commission Public Hearing (not more than 10 days prior to public hearing) (RSMo. §99.830.1)	10/23/12
Public Hearing by TIF Commission	10/30/12
TIF Ordinances introduced adopting plan, approving project, Establishing special allocation fund, approving redevelopment Agreement and authorizing of TIF Note Issuance (no sooner than 14 and not more than 90 days after hearing) (RSMo. §99.820.1[1])	11/16/12
HUDZ Committee Hearing on TIF Ordinances	11/21/12
Second Reading of TIF Ordinances	11/30/12
Perfection of Board Bill(s)	12/07/12
Third Reading and Final Passage of TIF Ordinances	12/14/12
Mayor Signs Bills (at least 10 days after third reading and final passage of TIF Ordinances)	12/24/12
TIF Ordinances Become Effective (30 days following signature of TIF Ordinances by the Mayor)	01/24/13

Execution of Redevelopment Agreement (expected within 30 days of effective date of TIF Ordinances)	02/24/13
Commencement of Construction (expected within 60 days of effective date of TIF Ordinances)	03/24/13
Completion of Construction (anticipated 8-9 months following Commencement of Construction)	12/31/13

Exhibit 4

STATE OF MISSOURI)
)
_____ OF ST. LOUIS)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of matters stated herein.

The undersigned swears, affirms and certifies the following to be true to induce the approval of Tax Increment Financing for the Redevelopment Area described in the Northeast Hampton/Berthold Tax Increment Financing Redevelopment Plan, initially dated October 5, 2012 (the "Redevelopment Plan").

1. I am a duly authorized representative of TriStar Imports Inc. (the "Developer") and am authorized by the Developer to attest to the matters set forth herein.

2. I am familiar with the Redevelopment Area described in the Redevelopment Plan. In my opinion, based on the factors set forth in the Redevelopment Plan, the Redevelopment Area, on the whole, qualifies as a "blighted area" as defined in Section 99.805(3) of the Missouri Revised Statutes (2000), and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

And Further Affiant Sayeth Not.

TriStar Imports Inc.
a Missouri corporation

By: Tom Henniker
Name TOM HENNIKER
Title: PRESIDENT

Subscribe and sworn to before me this 5 day of Oct 2012.

JAN NOLTING
Notary Public

My Commission Expires: 8-3-2013



JAN NOLTING
My Commission Expires
August 3, 2013
St. Louis County
Commission #00478859

EXHIBIT 5



Mercedes-Benz

Mercedes-Benz
Financial Services

October 3, 2012

TPH Holdings, LLC
27 Clarkson Farms Drive
Chesterfield, Missouri 63017

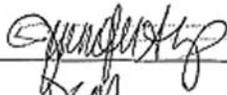
Re: Acquisition and Construction Loan from Mercedes-Benz Financial Services USA LLC ("MBF") to TPH Holdings, LLC ("Borrower")

Ladies and Gentlemen:

At your request, this will confirm that MBF has approved a loan to Borrower in an amount not to exceed \$14,000,000.00 for the purchase of approximately 3.26 acres of land located at 5924 Clayton Avenue, in St. Louis, Missouri and construction of a Mercedes-Benz dealership and related improvements thereon. MBF's commitment to make the Loan is subject in all respects to the terms and conditions set forth in its Construction Loan Terms and Conditions which were executed by Borrower on October 3, 2012.

Very truly yours,

**MERCEDES-BENZ FINANCIAL
SERVICES USA LLC**

By: 
Its: 

Northeast Hampton/Berthold Redevelopment Area

TIF Redevelopment Plan

APPENDIX C

ANALYSIS OF CONDITIONS REPRESENTING A BLIGHTED AREA

for the

NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT AREA

NORTHEAST HAMPTON/BERTHOLD REDEVELOPMENT PLAN

OCTOBER 5, 2012

City of St. Louis, Missouri

Tax Increment Financing Commission

Northeast Hampton Berthold Redevelopment Area

Blighting Analysis

SUMMARY OF FINDINGS

The Northeast Hampton Berthold Redevelopment Area (the "Redevelopment Area" or "Area") established in the Northeast Hampton Berthold Redevelopment Plan (the "TIF Redevelopment Plan") is a blighted area based on the fact that it exhibits the factors set forth in Section 99.805(1) of the Revised Statutes of Missouri (the "TIF Act").

The TIF Act defines a "Blighted Area" as follows:

...an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; (RSMo 99.805)

Blighting factors and conditions present in the Redevelopment Area include:

1. **Defective or Inadequate Street Layout**
 - a. Configuration of existing stub street.
2. **Deterioration of Site Improvements**
 - a. Building exteriors;
 - b. Building interiors; and
 - c. Public infrastructure.
3. **Unsanitary and Unsafe Conditions**
 - a. Presence of environmental concerns.
4. **Improper Subdivision or Obsolete Platting**
 - a. Presence of small, residential lot sizes; and
 - b. Outmoded platting for future designated uses.
5. **Existence of Conditions which Endanger Lives or Property by Fire or Other Causes**
 - a. Lack of life and safety features in existing buildings.

These factors and conditions are:

6. **An Economic or Social Liability**
 - a. Deferred maintenance; and
 - b. Uncompetitive position.
7. **Lack of Growth and Development by Private Enterprise**

The factors listed above will persist and continue to decline until the comprehensive redevelopment of the Area is undertaken.

The Redevelopment Area boundaries are generally displayed graphically on **Plate 1- Boundary Map**, located in **Appendix A** of the **Redevelopment Plan**. Photos of the conditions in the Area are displayed on **Plate 3 – Area Photos** in the **Appendix A** of the **Redevelopment Plan**.

DATA COLLECTION METHODS

This study has been designed and conducted to comply with the specific requirements of Section 99.805(1) RSMo. The study and requisite field work was performed on September 25, 2012. Observations and conclusions are based upon on-site inspections of the Redevelopment Area, discussions with representatives of the current ownership, and familiarity with the local market.

In determining whether the proposed Redevelopment Area meets the eligibility requirements for Tax Increment Financing per the TIF Act, a number of sources of information were utilized; including, but not limited to, the following:

- A. An exterior and interior survey of the condition and use of the Redevelopment Area;
- B. Public documents and records relating to the history and/or conditions of the Area;
- C. Discussions with representatives of the current property owner;
- D. Analysis of existing uses;
- E. Asbestos Inspection; and
- F. Phase I Environmental Assessment.

OVERVIEW OF THE REDEVELOPMENT AREA

The following Redevelopment Plan is prepared for redevelopment of certain real property in the City of St. Louis ("City") consisting of city block 4591.04 and generally described as properties east of Hampton Avenue, South of Clayton Avenue, west of Oakview Place, and north of Berthold Avenue (the "Redevelopment Area" or "Area"). The Area consists of properties previously operated as the KTVI, and later FOX2, news and broadcast facility.

BLIGHTED AREA FACTORS AND CONDITIONS PRESENT IN THE REDEVELOPMENT AREA

1. Predominance of Defective or Inadequate Street Layout

The Area contains a defective and inadequate street layout. Cairns Place is essentially a stub street within the Area's boundaries. The physical condition of Cairns does not clearly delineate between the "public right-of-way" and the private drive-aisles and entryways of properties abutting the street unlike a properly functioning street design. For example, parking spaces at the adjacent Hardee's restaurant have no curb along Cairns Place allowing traffic to freely move between parking areas and the street. Cairns Place "dead ends" into 5915 Berthold's drive-way without clear demarcation between the public street and the private driveway which also promotes vehicular cross-access between Clayton Road and Berthold using the drive-aisle of 5915 Berthold's parking area as a substitute for street access. Due to Cairns Place current configuration the Area suffers from a defective and inadequate street layout for the future intended uses as identified in the City's Strategic Land Use plan for the Area.

2. Deterioration of Site Improvements

In general, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound

Northeast Hampton Berthold Redevelopment Area

Blighting Analysis

buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration that is not easily curable, however, and that cannot be accomplished in the course of normal maintenance, includes buildings with defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, fascia materials, etc.

Portions of the building demonstrate deterioration in the primary building components including step cracking in masonry blocks, evidence of roof leaks in areas, water damaged block walls, and rusting HVAC and electrical piping. Secondary building components also display deterioration including rotted fascia materials, peeling paint resulting from water damage, and detached gutters, downspouts and piping. The site improvements, such as parking areas or drive lanes, are in various states of deterioration with potholes or cracking of asphalt. Sections of the public infrastructure have sunken, hazardous pavement holes in the right-of-way.

Existing Primary Structures Located within the Northeast Hampton Berthold Redevelopment Area

Address	Description	Estimated Year Built	Condition	Current Use
5915 Berthold	Concrete Block	1953	Poor/Deteriorated	Vacant/Commercial
1025-1027 Oakview PL	Brick/Concrete	Unknown	Poor/Deteriorated	Vacant/Commercial

The Area suffers from deterioration of site conditions. If these deficiencies are not corrected, they will cause damage to adjacent uses and public infrastructure. They cannot be corrected through normal maintenance but require rehabilitation, or replacement in order to be brought to an acceptable and marketable physical state.

3. Unsanitary and Unsafe Conditions

In addition to the general physical deterioration of site improvements, the Area contains unsanitary and unsafe conditions.

An Asbestos Investigation of the 5915 Berthold was completed on August 16, 2012. The Asbestos Investigation identified a number of asbestos containing environmental concerns, including asbestos containing floor tile adhesives and mastic, duct insulation, pipe insulation, and ceiling tiles adhesives. According to the Asbestos Investigation, the presence of these asbestos containing materials is widely dispersed throughout the property and in concentrations of varying degrees. All of these asbestos materials are recommended to be removed by a licensed asbestos contractor.

A Phase 1 Environmental Site Assessment was completed on August 15, 2012. The Phase 1 ESA identified recognized environmental conditions, including:

It has been determined through past records and environmental investigations that a 3,000 gallon underground storage tank (UST) used to store heating oil is located underneath the Subject Property. The UST has not been in service for many years but the exact age or condition of the tank cannot be determined. This tank qualifies as a recognized environmental condition because it possess "a material threat of release of (a) hazardous substance or petroleum product."

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Further, the Phase 1 ESA identified additional potential liabilities requiring further evaluation, including:

Based on the building's age, lead-based paint may be present. A thorough lead-based paint inspection, including sampling of all suspect surfaces, would be required to identify all lead-based paint in the building. Painted surfaces were observed to be in overall good condition at the time of the inspection. The presence of lead-based paint in the building does not present any immediate environmental concerns.

These issues constitute unsanitary or unsafe conditions, preventing the full utilization of the Area.

4. Improper Subdivision or Obsolete Platting

The Area is designated as a "Specialty Mix Use Area" in the City's Strategic Land Use Plan. "Specialty Mixed Use Area" designations are applied to areas promoting a unique mix of uses to be preserved and developed. The Plan identifies areas where business, residents, arts, and other entertainment coexist together as "Specialty Mix Use". The Area and surrounding uses are predominately commercial, retail, institutional, or high-density residential in nature – single family residences are not located in the immediate blocks east of Hampton and along Oakland or Berthold (also Parkview Place further east).

The Area contains two properties platted in size for single family use – 1025-1027 Oakview and 1021-1023 Oakview. These obsolete platted properties are inadequate in size and configuration to support future Specialty Mix Use land uses in concert with the larger and higher density uses in the immediate blocks adjacent to the Area.

5. Existence of Conditions which Endanger Lives or Property by Fire or Other Causes

The former buildings do not meet current life and safety code regulations, including a lack of fire suppression (sprinklers) throughout the building. These conditions present a danger to lives or property by fire or other causes.

IMPACT OF NOTED FACTORS AND CONDITIONS REPRESENTING BLIGHTED CONDITIONS

The conditions in their present state outlined in this analysis are a menace to the public health, safety, morals or welfare and are an economic or social liability.

6. An Economic or Social Liability

Due to the predominance of blighting factors discussed in this Blighting Analysis, the Area in its current condition is a liability to the social welfare and economic independence of the City. As previously noted, the Area suffers from lack of investment as evidenced by the lack of physical maintenance and the 100% vacancy of the Area. To overcome the underutilization of the Area, conditions that contribute to economic and social liability must be remediated in order to allow for new uses in the Area.

The Area in its current condition hampers the economic vitality and independence of the City by failing to generate sufficient tax revenue and discouraging reinvestment in, or maintenance of, the

*Northeast Hampton Berthold Redevelopment Area**Blighting Analysis*

Area. The Area's inadequate street layout, physical condition, obsolete platting and unsafe conditions when combined with the vacancy of the Area, diminish the Area's potential to generate property and economic activity tax revenues for the City. In addition, because the Area is vacant, it does not generate "spin-off" revenue such as sales taxes, utility taxes, and business license fees.

The Area is well-located close to Interstate 64; however, in its current condition which includes an obsolete design and use as a television studio, is unmarketable. Without the comprehensive redevelopment of the Area, its physical condition will continue to deteriorate and its economic efficiency will suffer.

The economic underutilization of property in the Area contributes to the Redevelopment Area's qualification as a "blighted area" under the TIF Act. The comprehensive redevelopment of the Area will foster much needed economic activity and will contribute to the growth of the City.

7. Lack of Growth and Investment by Private Enterprise

The Redevelopment Area has not been subject to growth and development through investment by private enterprise as evidenced by the Area's vacancy and is not reasonably anticipated to be developed without adoption of this Redevelopment Plan. The inadequate street layout, deterioration of site improvements, the improper subdivision or obsolete platting, the unsanitary or unsafe conditions, and the existence of conditions which endanger lives or property by fire or other causes impede reinvestment in the Area.