ORDINANCE #69636
Board Bill No. 237

An ordinance pertaining to parking within "The 4200-4400 North Euclid Avenue Residential Parking District"; authorizing the Traffic Administrator to designate the location and restrictions for curb parking of residential parking zones within the 4200-4400 North Euclid Avenue Residential Parking District Parking District; authorizing the placement of Residential Permit Parking Only signs within the District; and prohibiting the parking, within the District, of any vehicle which does not display the authorized permit; containing definitions, a penalty clause and an emergency clause.

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

Section One. Definitions.

A. "The 4200-4400 Blocks of North Euclid Avenue Residential Parking District" is the 4200-4400 Blocks of North Euclid Avenue that is bounded on the north by Bircher Boulevard and bounded on the south by Penrose Street.

B. "Parking permit" is a valid resident or visitor parking permit issued for the 4200-4400 Blocks of North Euclid Avenue Residential Parking District by the Traffic and Transportation Administrator of the City of St. Louis.

C. "Resident" is a person who lives in property abutting a street designated in whole or in part as a residential parking zone.

D. "Residential parking zone" is any street, or any portion of a street, within the boundaries of the 4200-4400 Blocks of North Euclid Avenue Residential Parking District which is designated and posted by the Traffic and Transportation Administrator as a residential parking zone with specific parking restrictions.

E. "Visitor" is any person who is a household guest, a visitor, a worker performing services for, or domestic help for, a resident.

Section Two. Designation of residential parking zones.

The Traffic and Transportation Administrator is hereby authorized to designate the location and restrictions for curb parking of residential parking zones within the 4200-4400 Blocks of North Euclid Avenue Residential Parking District on any street, or any portion of a street, on which the predominant land used is zoned A single-family dwelling district, when 65 percent of the registered voters living on said street indicate by petition that they desire a street, or a portion of a street, to be made a residential parking zone and when the Alderman from the ward, wherein the street is located, indicate that such alderman recommends the designation.

Section Three. Permit use.

A. When signs are erected upon streets in residential parking zones designating "Residential Permit Parking Only" during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked any vehicle during such hours of such days that does not display either a resident or visitor parking permit.

B. When signs are erected upon streets in residential parking zones restricting public curb parking to certain amounts of time during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked in excess of the prescribed parking time limit any vehicle that does not display either a resident or visitor parking permit.

Section Four. Permit issuance.

The Traffic and Transportation Administrator may issue annual parking permits to the residents of any designated residential parking zone. The Traffic and Transportation Administrator may designate an individual or group of individuals residing within the 4200-4400 Blocks of North Euclid Avenue Residential Parking District, at no cost to the City, to procure, assign and distribute such annual parking permits, and to procure and install such signs.

Section Five. Penalty for violation.

A. Any person, firm or corporation who shall park or cause to be parked any vehicle in violation of the provisions of this ordinance shall upon the conviction thereof be fined twenty dollars ($20.00) for each such offense.

B. Any person, firm or corporation who shall distribute a resident or visitor parking permit to any person, firm or

corporation not authorized to display such parking permit shall have his or her parking permits suspended by the Traffic and Transportation Administrator for a period not to exceed one year.

Section Six. Emergency Clause.

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

Approved: December 16, 2013

ORDINANCE #69637
Board Bill No. 238

An ordinance pertaining to parking within "The 5000 Maffitt Avenue Residential Parking District"; authorizing the Traffic Administrator to designate the location and restrictions for curb parking of residential parking zones within the 5000 Maffitt Avenue Residential Parking District Parking District; authorizing the placement of Residential Permit Parking Only signs within the District; and prohibiting the parking, within the District, of any vehicle which does not display the authorized permit; containing definitions, a penalty clause and an emergency clause.

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

Section One. Definitions.

A. “The 5000 Block of Maffitt Avenue Residential Parking District" is the 5000 Block of Maffitt Avenue that is bounded on the east by North Kingshighway Boulevard and bounded on the west by Norwood Avenue.

B. "Parking permit" is a valid resident or visitor parking permit issued for the 5000 Block of Maffitt Avenue Residential Parking District by the Traffic and Transportation Administrator of the City of St. Louis.

C. "Resident" is a person who lives in property abutting a street designated in whole or in part as a residential parking zone.

D. "Residential parking zone" is any street, or any portion of a street, within the boundaries of the 5000 Block of Maffitt Avenue Residential Parking District which is designated and posted by the Traffic and Transportation Administrator as a residential parking zone with specific parking restrictions.

E. "Visitor" is any person who is a household guest, a visitor, a worker performing services for, or domestic help for, a resident.

Section Two. Designation of residential parking zones.

The Traffic and Transportation Administrator is hereby authorized to designate the location and restrictions for curb parking of residential parking zones within the 5000 Block of Maffitt Avenue Residential Parking District on any street, or any portion of a street, on which the predominant land used is zoned A single-family dwelling district, when 65 percent of the registered voters living on said street indicate by petition that they desire a street, or a portion of a street, to be made a residential parking zone and when the Alderman from the ward, wherein the street is located, indicate that such alderman recommends the designation.

Section Three. Permit use.

A. When signs are erected upon streets in residential parking zones designating "Residential Permit Parking Only" during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked any vehicle during such hours of such days that does not display either a resident or visitor parking permit.

B. When signs are erected upon streets in residential parking zones restricting public curb parking to certain amounts of time during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked in excess of the prescribed parking time limit any vehicle that does not display either a resident or visitor parking permit.

Section Four. Permit issuance.

The Traffic and Transportation Administrator may issue annual parking permits to the residents of any designated residential parking zone. The Traffic and Transportation Administrator may designate an individual or group of individuals residing within the 5000 Block of Maffitt Avenue Residential Parking District, at no cost to the City, to procure, assign and distribute such annual parking permits, and to procure and install such signs.

Section Five. Penalty for violation.

A. Any person, firm or corporation who shall park or cause to be parked any vehicle in violation of the provisions of this ordinance shall upon the conviction thereof be fined twenty dollars ($20.00) for each such offense.

B. Any person, firm or corporation who shall distribute a resident or visitor parking permit to any person, firm or corporation not authorized to display such parking permit shall have his or her parking permits suspended by the Traffic and Transportation Administrator for a period not to exceed one year.

Section Six. Emergency Clause.

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

Approved: December 16, 2013

ORDINANCE #69638
Board Bill No. 224
Committee Substitute

An Ordinance pertaining to the transfer of real property ("Police Property") from the Board of Police Commissioners of the City of St. Louis ("Board") to the City of St. Louis ("City") as a result of the merger of the Board and City pursuant to Section 84.344.2 RSMo. and pertaining to the amendment of certain bond documents relating to outstanding Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007 (the "Series 2007 Bonds," and such Series 2007 Bonds and any Additional Bonds issued pursuant to the Indenture, referred to collectively as the "Bonds") issued by the St. Louis Municipal Finance Corporation (the "Corporation");

WITNESSETH, THAT:

WHEREAS, the Board has transferred the Police Property to the City as a result of the merger pursuant to Section 84.344.2 RSMo and has approved the modification of certain documents entered into in connection with the Series 2007 Bonds; and

WHEREAS, Ordinance 69489, adopted by the City Board of Aldermen on June 21, 2013 and effective August 2, 2013, provides that pursuant to the terms of Section 84.344.4 RSMo., the City accepts responsibility, ownership and liability as successor in interest for contractual obligations, indebtedness and other lawful obligations of the Board effective September 1, 2013 or such later date as may be established in subsequent City legislation; and

WHEREAS, certain bond documents relating to the Bonds require amendment due to the transfer of Police Property.

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

SECTION ONE. The Board of Aldermen hereby approve, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, and the City Register is hereby authorized and directed to attest to and to affix the seal of the City thereto: the First Supplemental Premises Base Lease (attached as **Exhibit A**), the Second Supplemental Lease Purchase Agreement (attached as **Exhibit B**) the Second Supplemental Deed of Trust and Security Agreement (attached as **Exhibit C**), Second Supplemental Indenture of Trust (attached as **Exhibit D**) and First Supplemental Communications Property Base Lease (attached as **Exhibit E**). These documents shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized. Any substantial changes in these documents requires the approval of the Board of Aldermen prior to execution by the Mayor and Comptroller.

SECTION TWO. The Board of Aldermen hereby approves, and authorizes and directs the officers of the Corporation to approve and to execute the Second Supplemental Indenture of Trust, the First Supplemental Premises Base Lease, the Second Supplemental Lease Purchase Agreement, the Second Supplemental Deed of Trust and Security Agreement and the First Supplemental Communications Property Base Lease, in substantially the forms presented to and approved by the Board of Aldermen at this meeting and attached as exhibits to this Ordinance and incorporated herein by reference.

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

EXHIBIT A
First Supplemental Premises Base Lease

FIRST SUPPLEMENTAL PREMISES BASE LEASE

among

CITY OF ST. LOUIS, MISSOURI

and

BOARD OF POLICE COMMISSIONERS
OF THE METROPOLITAN POLICE DEPARTMENT OF THE CITY OF ST. LOUIS

and

ST. LOUIS MUNICIPAL FINANCE CORPORATION

Dated as of _____ __, 2013

FIRST SUPPLEMENTAL PREMISES BASE LEASE

THIS FIRST SUPPLEMENTAL PREMISES BASE LEASE (the "First Supplemental Premises Base Lease"), dated as of _____ _, 2013, is entered into among the **CITY OF ST. LOUIS, MISSOURI (the "City"), THE BOARD OF POLICE COMMISSIONERS OF THE METROPOLITAN POLICE DEPARTMENT OF THE CITY OF ST. LOUIS,** an agency of the State of Missouri, as lessor (the "Board") and **ST. LOUIS MUNICIPAL FINANCE CORPORATION**, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act, as lessee (the "Corporation"). Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the Board and the Corporation have entered into a Premises Base Lease dated as of December 1, 2007 (the "Original Premises Base Lease"), at which time the Board owned fee simple title to the real estate, buildings, structures, facilities and equipment used as police stations and related support facilities located in the geographical boundaries of the City, described on Schedule I attached hereto and made a part hereof (collectively, the "Premises"); and

WHEREAS, the Original Premises Base Lease was entered into in connection with the issuance by the Corporation of its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007 (the "Series 2007 Bonds," and such Series 2007 Bonds and any Additional Bonds issued pursuant to the Indenture, referred to collectively as the "Bonds"); and

WHEREAS, Section 84.344.2 RSMo. enacted November, 2012 as a result of an initiative to restore local control of the Board to the City, provides in part that upon the establishment of a municipal police force by the City, the Board shall convey, assign and transfer to the City title and ownership of all assets including real property held in the name of or controlled by the Board; and

WHEREAS, Ordinance 69489, adopted by the City Board of Aldermen on June 21, 2013 and effective August 2, 2013, provides that pursuant to the terms of Section 84.344.4 RSMo., the City accepts responsibility, ownership and liability as successor in interest for contractual obligations, indebtedness and other lawful obligations of the Board effective September 1, 2013 or such later date as may be established in subsequent City legislation; and

WHEREAS, by Resolutions of the Board adopted August 31, 2013, the Board has approved the transfer and conveyance to the City of real property held in its name, and approved the modification of documents entered into in connection with the Series 2007 Bonds and approved such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with such intent; and

WHEREAS, the Board will, upon the completion of all necessary approvals, convey and transfer to the City title and ownership of all assets held in the name of or controlled by the Board, including the Premises and the Improvements, such date of transfer of ownership referred to as the "Asset Transfer Date"; and

WHEREAS, the City, the Corporation and the Board desire to modify the Original Premises Base Lease, as permitted under Section 7.2 thereof and 1201 of the Indenture, to reflect the change in ownership of the Premises, the Premises Improvements and the Other Facilities, provide for the assignment by the Board and the assumption by the City of the rights and obligations under the Original Premises Base Lease, and to make associated changes which reflect the fact that the Board will not exist as a separate entity and all consents, notices, approvals or other actions of the Board permitted or required under the Original Premises Base Lease will be performed by the City; and

WHEREAS, the City was and after execution of this First Supplemental Premises Base Lease will be the source of funds for payment, subject to annual appropriation, of Rentals and Additional Rentals under the Lease Purchase Agreement, and upon the Asset Transfer Date the City will accept responsibility, ownership and liability as successor in interest for all obligations of the Board which remain effective after this First Supplemental Premises Base Lease is executed;

WHEREAS, based on the foregoing, the First Supplemental Premises Base Lease shall not adversely affect the interests of the Bondholders and is permitted pursuant to Section 1201 of the Original Indenture;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
CONSTRUCTION

Section 1.01 Construction of First Supplemental Premises Base Lease. The parties agree that the purpose of this First Supplemental Premises Base Lease is to provide that following the Asset Transfer Date, the Board will assign the Board's interest in the Premises and the City as the fee owner in the Premises will assume the role of the Board under the Premises Base Lease without termination of the Premises Base Lease. All determinations, consents and agreements of the Board will be made by the City following the Asset Transfer Date. All obligations to be borne by the Board will be assumed and borne by the City following execution of this First Supplemental Premises Base Lease. All provisions of the Original Premises Base Lease together with the First Supplemental Premises Base Lease shall be construed and understood for such purpose.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the City. The City hereby represents, warrants and covenants as follows:

(a) The City is a municipal corporation and political subdivision duly created and existing under and pursuant to its Charter and the Constitution and laws of the State of Missouri;

(b) The City now owns or is in the process of becoming the owner in fee of the Premises free and clear of any liens or encumbrances except certain Permitted Encumbrances contemplated herein and in the Lease Purchase Agreement, and such property is presently, or upon the acquisition by the City will be, exempt from property and any other taxes levied by the State of Missouri or any political subdivision thereof or by the City;

(c) The lease of the Premises by the City to the Corporation, as provided in this Premises Base Lease, will provide an essential service to the City and will contribute to the general welfare, safety and benefit of the City and its residents and as a result thereof will serve all of the aforesaid purposes and is therefore necessary, desirable and in the public interest;

(d) The City, pursuant to its Charter and the Ordinance, has full power and authority to enter into the transaction contemplated by this Premises Base Lease and to carry out its obligations hereunder, and has been duly authorized to execute and deliver this Premises Base Lease and by proper action has duly authorized the execution and delivery of this Premises Base Lease;

(e) Neither the execution and delivery of this Premises Base Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound; and

(f) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Premises shall be or may be impaired, charged or encumbered in any manner whatsoever except as permitted by this Premises Base Lease and the Lease Purchase Agreement.

ARTICLE III
AMENDMENT OF ARTICLE III OF THE ORIGINAL PREMISES BASE LEASE

3.01 Amendment of Section 3.1 of the Original Premises Base Lease. Section 3.1 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 3.1. Lease of Premises. The City demises and leases to the Corporation the Premises and the Corporation leases from the City such Premises upon the terms and conditions herein provided, subject to Permitted Encumbrances, for a Premises Base Lease Term commencing as of the Dated Date and ending twenty (20) years beyond the final maturity date of the Series 2007 Bonds; provided, however, that if the Series 2007 Bonds have been paid in full at maturity or defeased pursuant to Article XIII of the Indenture and the City has not been required to surrender possession of the Premises due to an Event of Non-Appropriation or an Event of Default under the Lease Purchase Agreement, the Premises Base Lease will terminate upon such payment in full or defeasance.

Upon acquisition by the City of any additional improvements not now owned by it on the Premises, the same shall become a part of the Premises leased hereunder, and shall be subject to all the terms, covenants, conditions and provisions herein contained, without further action on the part of either party. Each party hereto shall, upon request of the other party or the Trustee, execute such documents and take such actions as shall be deemed necessary by such other party or the Trustee to further evidence or confirm the lease of such Premises hereunder.

This amendment is not construed to extend the term of the Original Premises Base Lease nor shall it constitute a novation of the Original Premises Base Lease.

3.02 Amendment of Section 3.2 of the Original Premises Base Lease. Section 3.2 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 3.2. Sublease of the Facilities. Following the Asset Transfer Date, the Corporation is leasing the Property to the City, pursuant to the Lease Purchase Agreement, but subject to the Indenture and the reservation of certain rights under this Premises Base Lease. Upon acquisition of any other improvements or equipment as provided in Section 3.1 above from the City, the Corporation will likewise lease to the City, such improvements or equipment pursuant to the Lease Purchase Agreement, subject to the Indenture.

Pursuant to the Lease Purchase Agreement the City agrees to cooperate to acquire, purchase, construct and install the Improvements on behalf of the Corporation.

3.03 Amendment of Section 3.3 of the Original Premises Base Lease. Section 3.3 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 3.3. Assignment, Subleases and Mortgages. The Corporation shall not mortgage or otherwise assign its rights under this Premises Base Lease or sublet the Facilities without the prior written consent of the City and the Credit Facility Provider except in connection with any assignment of its rights as expressly provided for in Section 8.1 of the Lease Purchase Agreement.

3.04 Amendment of Section 3.5 of the Original Premises Base Lease. Section 3.5 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 3.5. Additional Bonds. The Corporation may issue Additional Bonds for the purposes and upon the terms and conditions provided in the Indenture. The Corporation agrees, upon request of the City Representative, from time to time, to use its best efforts to issue the amount of Additional Bonds specified by the City, within the limits of law and under the conditions specified above and in the Indenture, provided that (i) the terms, manner of issuance, purchase price and disposition of proceeds of the sale of such Additional Bonds have been approved by the Board of Aldermen; (ii) the Corporation shall have entered into a Supplemental Premises Base Lease and the Corporation and the City shall have entered into a Supplemental Lease Purchase Agreement, if necessary, to provide for the payment by the City of Rentals sufficient in amount to pay timely as and when due the principal of, redemption premium, if any, and interest on such Additional Bonds; and (iii) the Corporation shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Upon the request of the City, the Corporation agrees to authorize, within the limits of law, and use its best efforts to issue and if issued to deposit with the Trustee the proceeds from the sale of Additional Bonds to complete the Project as authorized pursuant to the Indenture or to refund all or a portion of the Outstanding Bonds of any series upon the terms and conditions provided in the Indenture.

ARTICLE IV
AMENDMENT OF ARTICLE V OF THE ORIGINAL PREMISES BASE LEASE

4.01 Amendment of Section 5.1 of the Original Premises Base Lease. Section 5.1 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 5.1 Termination. This Premises Base Lease shall terminate as specified in Section 3.1 hereof; provided, however, in the event the City pays or causes to be paid all Rentals and Additional Rentals provided for in Article IV of the Lease Purchase Agreement and exercises thereafter the option to purchase the Corporation's interest in the remaining Premises Base Lease Term hereunder as provided in Article X of the Lease Purchase Agreement, then this Premises Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest in the property described in Schedule I, if the City is the owner of the fee interest and elects to terminate the leasehold interest so acquired from the Corporation. The Corporation agrees, upon such assignment and termination of the Premises Base Lease Term, to quit and surrender the Facilities as they then exist.

If an Event of Default under the Lease Purchase Agreement occurs for any reason, or if the City terminates the Lease Purchase Agreement and fails to purchase the Corporation's interest in the Facilities as provided in Article X of the Lease Purchase Agreement, the Corporation shall have the right to possession thereof for the remainder of the Premises Base Lease Term and shall have the right to sublease the same or, sell its interest therein and in this Premises Base Lease upon whatever terms and conditions it deems prudent; provided, that the Facilities shall always be operated for a lawful purpose. In such event, if the City so requests, the Corporation shall provide the City with adequate public liability insurance covering the Facilities for the remainder of the Premises Base Lease Term and will furnish the City with evidence thereof. In the event that the Corporation shall receive a payment for the sale of its interest or total rental payments for subleasing that are, after the payment of the Corporation's expenses in connection therewith, including fees and expenses of the Trustee, in excess of the purchase price applicable under Section 10.1 of the Lease Purchase Agreement at the time of termination or default plus interest thereon at the interest rate per annum borne by the Bonds or due to the Credit Facility Provider (which must be an amount sufficient to pay the principal of and all interest on the Bonds, or to provide for the payment thereof as provided in Article XIII of the Indenture, or to pay amounts due to the Credit Facility Provider with amounts so received to be credited first to such interest and then to principal), then such excess shall be paid to the City by the Corporation, its assigns or its sublessee.

4.02 Amendment of Section 5.2 of the Original Premises Base Lease. Section 5.2 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 5.2. Default by the Corporation. The City shall not have the right to exclude the Corporation from the Facilities or to take possession thereof (except pursuant to the Lease Purchase Agreement) or to terminate this Premises Base Lease prior to the termination of the Premises Base Lease Term upon any default by the Corporation hereunder;

except that if, upon exercise of the option to purchase the Corporation's interest in the Facilities under the Lease Purchase Agreement granted to the City in Article X of the Lease Purchase Agreement and after the payment of the purchase price specified therein and the other sums payable under the Lease Purchase Agreement, the Corporation fails to convey its interest therein to the City pursuant to said option, then the City shall have the right to terminate this Premises Base Lease, such termination to be effective 30 days after delivery of written notice of such termination to the Corporation. However, in the event of any default by the Corporation hereunder, the City may maintain an action, if permitted in equity, for specific performance.

4.03 Amendment of Section 5.4 of the Original Premises Base Lease. Section 5.4 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 5.4. No Merger. Subject to Section 5.1, no union of the interests of the City and the Corporation herein shall result in a merger of this Premises Base Lease and the Lease Purchase Agreement or of this Premises Base Lease and the fee title to the real estate described in Schedule I hereto.

4.04 Amendment of Section 5.5 of the Original Premises Base Lease. Section 5.5 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 5.5. Waiver of Personal Liability. All liabilities under this Premises Base Lease on the part of the Corporation are corporate liabilities of the Corporation, and, to the extent permitted by law, the City hereby releases each and every incorporator, member, agent, employee, director and officer of the Corporation of and from any personal or individual liability under this Premises Base Lease. No incorporator, member, agent, employee, director or officer of the Corporation, shall at any time or under any circumstances be individually or personally liable under this Premises Base Lease for anything done or omitted to be done by the Corporation hereunder.

ARTICLE V
AMENDMENT OF ARTICLE VII OF THE ORIGINAL PREMISES BASE LEASE

6.01 Amendment of Section 7.1 of the Original Premises Base Lease. Section 7.1 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 7.1. Binding Effect. This Premises Base Lease shall inure to the benefit of and shall be binding upon the City, the Corporation and their respective successors and assigns. The Credit Facility Provider is a third-party beneficiary to this Premises Base Lease.

6.02 Amendment of Section 7.5 of the Original Premises Base Lease. Section 7.5 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 7.5. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Premises Base Lease to be given to or filed with the City, the Corporation or the Trustee if the same is given or filed in the manner and at the addresses specified in the Indenture.

6.03 Amendment of Section 7.6 of the Original Premises Base Lease. Section 7.6 of the Original Premises Base Lease is hereby deleted and replaced in its entirety as follows:

Section 7.6. Delivery of Documents. The City agrees to cooperate with the Corporation in order for the Corporation to make all filings and recordings required under the Indenture. The Corporation shall, on an ongoing basis, execute and deliver all documents and make or cause to be made all filings and recordings necessary or reasonable in order to perfect, preserve and protect the interest of the Trustee under the Indenture in the pledged property and the Premises Base Lease to the extent possible under applicable law. Not earlier than 180 days nor later than 30 days prior to each fifth anniversary of the closing for the Series 2007 Bonds, the Corporation shall deliver an opinion of the Missouri counsel to the Trustee indicating that all filings and recordings have been made and all other actions have been taken, so as to perfect, preserve and protect such interests under applicable law.

ARTICLE VI
MISCELLANEOUS

Section 6.04 Execution in Counterparts. This First Supplemental Premises Base Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this First Supplemental Premises Base Lease pursuant to Sections 601(i) and 1201 of the Indenture.

Section 6.06 Consent of the Board.

(a) By its signature below to this First Supplemental Premises Lease, the Board hereby consents to modification of the Original Premises Base Lease, in accordance with Section 1201 of the Indenture.

(b) By its signature below, the Board certifies that no prior lien has been granted to another party on the Premises.

Section 6.07 Consent of the Trustee. The Trustee has determined that this First Supplemental Premises Base Lease does not materially adversely affect the interests of the Trustee or the Bondholders in accordance with Section 1201 of the Lease.

Section 6.08 Incorporation of the Original Premises Base Lease. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Premises Base Lease are in all respects ratified and confirmed and the Original Premises Base Lease and this First Supplemental Premises Base Lease shall be read, taken and construed as one and the same instrument. No novation of the Original Premises Base Lease is intended by, or shall be inferred from this First Supplemental Premises Base Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this First Supplemental Premises Base Lease to be signed in its name and behalf by certain of its officers and its corporate seal to be hereunto affixed and attested by the Board Secretary, all as of the day first above written.

BOARD OF POLICE COMMISSIONERS OF THE METROPOLITAN POLICE DEPARTMENT OF THE CITY OF ST. LOUIS

(SEAL)

_____
Richard Gray
President

ATTEST:

_____
Mark Lawson
Secretary

IN WITNESS WHEREOF, the **City of St. Louis, Missouri**, has caused this First Supplemental Premises Base Lease to be signed in its name and behalf by its elected officials and its corporate seal to be hereunto affixed and attested by the City Register, all as of the day first above written.

(SEAL)

CITY OF ST. LOUIS, MISSOURI, as lessee

By: _____
Francis G. Slay
Mayor

APPROVED AS TO FORM

By: _____
Patricia A. Hageman
City Counselor

By: _____
Darlene Green
Comptroller

ATTEST:

_____
Parrie L. May
Register

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public, appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who, being by me duly sworn, did say that they are, respectively, the Mayor and Comptroller of the CITY OF ST. LOUIS, MISSOURI, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said Mayor and Comptroller acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Eunetter Steele, Notary Public

My Commission Expires:

please affix seal firmly and clearly in this box

IN WITNESS WHEREOF, the St. Louis Municipal Finance Corporation has caused this First Supplemental Premises Base Lease to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By: _____
Ivy Neyland-Pinkston
President

(SEAL)

ATTEST:

_____
Patricia A. Hageman
Secretary

SCHEDULE I

The following-described real property together with buildings, structures, facilities and equipment thereon situated in the City of St. Louis, Missouri:

Tract 1
A tract of land in U.S. Survey 3331 and in Block 4372 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the Northwest Line of Geraldine Avenue, 50.00 feet wide and the Northeast line of Margaretta Avenue, 30.00 feet wide as established under the provisions of Ordinance 39867, vacating portions of said Margaretta Avenue; thence Westwardly along the Northern line of Margaretta 622.59 feet to its intersection with the Southeast line of Union Avenue, 100.00 feet wide and a deflection of 90 degrees 08 minutes 40 seconds to the left; thence in a Northerly direction 297.5 feet along Union Avenue to a point; thence Eastwardly along a line parallel to the Northern line of Margaretta Avenue 621.56 feet to its intersection with the Northwest line of Geraldine Avenue; thence Southwest along said line 297.50 feet to the point of beginning.

Tract 2
A tract of land in block 5615 of the City of St. Louis, being more fully described as follows:

Commencing at the intersection of the Southern right of way line of Arsenal Street, 60 feet wide and the Western Right of Way line of Sublette Avenue, irregular width; thence South 3 degrees 08 minutes 55.5 seconds East along said Western line of Sublette Avenue irregular width a distance of 101.56 feet to a point; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 328.23 feet to the true point of beginning; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 339.15 feet to a point; thence North 82 degrees 21 minutes 39 seconds West along the Northern line of Veterans Homesites Subdivision recorded in Book 26, page 81, a distance of 459.69 feet to a point; thence North 9 degrees 46 minutes 25 seconds East, a distance of 354.21 feet to a point; thence South 80 degrees 13 minutes 35 seconds East, a distance of 442.39 feet to the true point of beginning.

Tract 3:
All of the following described real estate located in the City of St. Louis, State of Missouri:

Beginning at the intersection of the West right-of-way line of Jefferson Avenue, 100 feet wide, and the Northeastern right-of-way of Martin Luther King Blvd, 72 feet wide more or less, said point of beginning also being the Southeast corner of Block 966 of the City of St. Louis; thence Northerly along the West right-of-way line of Jefferson Avenue, 100 feet wide, said right-of-way line also being the East lines of Blocks 966 and 967 of the City of St. Louis a distance of 489.31 feet to an angle point in said right-of-way line; thence Northerly along said right-of-way line of Jefferson Avenue, 100 feet wide, with a deflection to the left of 00 degrees 01 minutes 13 seconds, 55.61 feet to the intersection of said West right-of-way line of Jefferson Avenue, 100 feet wide, and the South right-of-way line of Mills Street, 60 feet wide, said intersection also being the Northeast corner of Block 967 of the City of St. Louis; thence Westerly with an angle turned to the right of 89 degrees 32 minutes 38 seconds along the South right-of-way line of Mills Street, 60 feet wide, also the North line of Block 967 of the City of St. Louis, a distance of 280.18 feet to the intersection of said South line of Mills Street, 60 feet wide, and the East line of Elliot Avenue, 60 feet wide, said intersection also being the Northwest corner of Block 967of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 55 seconds along the East right-of-way line of Elliot Avenue, 60 feet wide, also the West line of Block 967 of the City of St. Louis, a distance of 243.06 feet to the intersection of said right-of-way line of Elliot Avenue, 60 feet wide, and the South right-of-way line of Cole Street, 60 feet wide, said intersection also being the Northwest corner of Block 966 of the City of St. Louis; thence Westerly with an angle turned to the right of 269 degrees 34 minutes 17 seconds along the South right-of-way line of Cole Street, 60 feet wide, a distance of 60.00 feet to the intersection of said Southern right-of-way line of Cole Street, 60 feet wide, and the West right-of-way line of Elliot Avenue, 60 feet wide, said intersection also being the Northeast corner of Block 980S of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 43 seconds along the West right-of-way line of Elliot Avenue as vacated by Ordinance No. 61244, also the East line of Block 9805 of the City of St. Louis, a distance of 204.64 feet to the intersection of the West right-of-way line of Elliot Avenue as vacated by Ordinance Number 61244, and the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, said intersection also being the Southeast corner of Block 980S of the City of St. Louis; thence Southeasterly with an angle turned to the right of 105 degrees 34 minutes 05 seconds, along the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, also the Southern line of Block 966 of the City of St. Louis, a distance of 352.17 feet to the point of beginning.

EXHIBIT B
Second Supplemental Lease Purchase Agreement

White Goss Draft September 27, 2013

Document Title: **SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT**

Document Date: **_____ __, 2013**

Grantor(s): **ST. LOUIS MUNICIPAL FINANCE CORPORATION**
1200 Market Street, Room 212, Attn: Comptroller
St. Louis, MO 63103

Grantee(s): **THE CITY OF ST. LOUIS, MISSOURI**
1200 Market Street, Room 212, Attn: Comptroller
St. Louis, MO 63103

BOARD OF POLICE COMMISSIONERS OF THE
METROPOLITAN POLICE DEPARTMENT OF THE CITY OF ST. LOUIS

1200 Clark, St. Louis, Missouri 63103

Legal Description: **See Exhibit A on Page A-1**

Reference Book and Page: **Amends Lease Purchase Agreement For which Notice was given by Memorandum of Lease Purchase Agreement recorded December 13, 2007 at Book 12132007 Page 0178**

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT
by and among
ST. LOUIS MUNICIPAL FINANCE CORPORATION
and
THE CITY OF ST. LOUIS, MISSOURI
and
BOARD OF POLICE COMMISSIONERS OF
THE METROPOLITAN POLICE DEPARTMENT OF
THE CITY OF ST. LOUIS

As set forth in Section 8.1 hereof, the interests of St. Louis Municipal Finance Corporation in the Lease Purchase Agreement, as they pertain to the Series 2007 Bonds, herein defined, have been assigned to UMB Bank, N.A., as Trustee, and are subject to the lien and security interest of UMB Bank, N.A., as Trustee.

SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT

THIS SECOND SUPPLEMENTAL LEASE PURCHASE AGREEMENT (this "Second Supplemental Lease"), made and entered into as of _____ ___, 2013, by and among **St. Louis Municipal Finance Corporation**, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act, as amended (the "Corporation"), as Lessor, **the City of St. Louis, Missouri**, a municipal corporation and political subdivision in the State of Missouri (the "City"), as Lessee, and the **Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis**, an agency of the State of Missouri (the "Board"), as sublessee. Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the Corporation and the Trustee have entered into that certain Lease Purchase Agreement dated as of December 1, 2007 as supplemented and amended by the First Supplemental Lease dated as of September 1, 2011 (the "Original Lease"), for which a Memorandum of Lease Purchase Agreement was recorded on December 13, 2007, at Book 12132007 and Page 0178; and

WHEREAS, pursuant to the Trust Indenture dated as of December 1, 2007, as previously amended by the First Supplemental Trust Indenture dated as of February 8, 2008 (collectively, the "Indenture"), each between the Corporation and UMB Bank, N.A., as trustee (the "Trustee") the Corporation has issued its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007, dated as of December 1, 2007 (the "Series 2007 Bonds") in an aggregate principal amount of $25,000,000; and

WHEREAS, the Series 2007 Bonds were issued to provide funds to design, acquire, purchase, construct and install emergency management and preparedness and public health and safety projects, including (i) capital improvements located on the Premises, consisting of three police command stations (the "Premises Improvements") and improvements to other buildings owned by the Board (the "Other Improvements," and together with the Premises Improvements, the "Improvements") and (ii) certain communications equipment (the "Communications Property"); and

WHEREAS, Section 84.344.2 RSMo. enacted November, 2012 as a result of an initiative to restore local control of the Board of Police Commissioners of the Metropolitan St. Louis Police Department of the City of St. Louis (the "Board") to the City, provides in part that upon the establishment of a municipal police force by the City, the Board shall convey, assign and transfer to the City title and ownership of all assets including real property held in the name of or controlled by the Board; and

WHEREAS, Ordinance 69489, adopted by the City Board of Aldermen on June 21, 2013 and effective August 2, 2013, provides that pursuant to the terms of Section 84.344.4 RSMo., the City accepts responsibility, ownership and liability as successor in interest for contractual obligations, indebtedness and other lawful obligations of the Board effective September 1, 2013 or such later date as may be established in subsequent City legislation; and

WHEREAS, by Resolutions of the Board adopted August 31, 2013, the Board has approved the transfer and conveyance to the City of real property held in its name, and approved the modification of documents entered into in connection with the Series 2007 Bonds and approved such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with such intent; and

WHEREAS, the Board will, upon the completion of all necessary approvals, convey and transfer to the City title and ownership of all assets held in the name of or controlled by the Board, including the Premises and Improvements, such date of transfer of ownership referred to as the "Asset Transfer Date"; and

WHEREAS, the Corporation, the Board and the Trustee desire to modify the Original Lease, as permitted under Section 14.1 of the Original Lease and Section 1201 of the Indenture, with the consent of the Credit Facility Provider, the Trustee, the City, Corporation and Board and without requiring the consent of the Series 2007 Bondholders, to reflect the change in ownership of the Premises, the Premises Improvements and the Other Facilities, and to make associated changes which reflect the fact that the Board will not exist as a separate entity and all consents, notices, approvals or other actions of the Board permitted or required under the Indenture will be performed by the City; and

WHEREAS, the City was and after execution of this Second Supplemental Lease will be the source of funds for payment, subject to annual appropriation, of Rentals and Additional Rentals under the Lease, and upon the Asset Transfer Date the City will accept responsibility, ownership and liability as successor in interest for all obligations of the Board which remain effective after this Second Supplemental Lease is executed; and

WHEREAS, based on the foregoing, the Second Supplemental Lease shall not adversely affect the interests of the Bondholders and is permitted pursuant to Section 1201 of the Indenture; and

WHEREAS, the Corporation and the Trustee will simultaneously make conforming modifications to the Indenture, the Base Premises Lease, the Deed of Trust and Security Agreement dated as of December 1, 2007, as supplemented and amended, as permitted by Section 601(i) of the Indenture and Section 4.2 of the Deed of Trust, with consent of the Credit Facility Provider, the Trustee, the City and the Board.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL LEASE WITNESSETH, that in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City, the Corporation and the Board agree as follows:

ARTICLE I.
AMENDMENT OF ARTICLE III
GRANTING PROVISIONS; TERM

Section 1.1 Amendment of Section 3.1 of the Lease. Section 3.1 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the interest of the Board in the Facilities has been transferred to the City, and Board will not rent the Facilities from the City and the Board will not make any payment of Board Rentals to the City. All other rights and responsibilities of the Board as provided in this Lease Purchase Agreement are hereby transferred to the City. The lease of the Property to the City by the Corporation is undisturbed. The payment of Rentals and Additional Rentals by the City will continue to be the source of payment on the Series 2007 Bonds.

Section 1.2 Amendment of Section 3.5 of the Original Lease. Section 3.5 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Board will have no obligation to budget for or to make any appropriation for Board Rentals, or to provide any notice to any party concerning Board Rentals. The payment of Rentals and Additional Rentals by the City will continue to be the source of payment on the Series 2007 Bonds as and to the extent provided in Section 3.2 hereof.

ARTICLE II.
AMENDMENT OF ARTICLE IV
PROVISIONS FOR PAYMENT, REDEMPTION OF BONDS

Section 2.1 Amendment of Section 4.6 of the Original Lease. Section 4.6 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the City will be responsible to acquire, purchase, construct and install the Improvements from the proceeds of the Series 2007 Bonds, the Board will not rent the Improvements from the City and will have no obligation to make payments of Board Rentals to the City and the City will have no obligation to appropriate funds to the Board for payments of Board Rentals. The payment of Rentals and Additional Rentals by the City will continue to be the source of payment on the Series 2007 Bonds as and to the extent provided in Section 3.2 hereof.

ARTICLE III.
AMENDMENT OF ARTICLE V
THE PROJECT

Section 3.1 Amendment of Section 5.2 of the Original Lease. Section 5.2 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the City is the party to maintain a municipal police force and has acquired and assumed the obligation of the Board with respect to the Project and the Facilities, the City will be solely responsible to purchase, construct, equip and install furnishings and equipment for the Project, to result in Facilities and Communications Property suitable for use by the City.

Section 3.2 Amendment of Section 5.3 of the Original Lease. Section 5.3 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the all disbursements and determinations regarding the Project Fund may be made by the Corporation and the City.

Section 3.3 Amendment of Section 5.4 of the Original Lease. Section 5.4 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Board's obligation under this Section will be the responsibility of the City.

ARTICLE IV
AMENDMENT OF ARTICLE VI
IMPOSITIONS

Section 4.1 Amendment of Section 6.1 of the Original Lease. Section 6.1 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Board will not have responsibility under Section 6.1(b) for payment of taxes or assessments upon or in respect of the Facilities.

ARTICLE V
AMENDMENT OF ARTICLE VII
INSURANCE; INDEMNIFICATION

Section 5.1 Amendment of Section 7.1 of the Original Lease. Section 7.1 of the Original Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, policies of insurance provided under this Section need not contain a provision for advance notice of cancellation to the

Board and need not be furnished to the Board, and the Board need not be named as an additional insured.

Section 5.2 Amendment of Section 7.2 of the Original Lease. Section 7.2 of the Original Lease is hereby amended to add the following language at the end of such Section:

Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Board need not be named as a loss payee on the insurance policy required under this Section.

ARTICLE VI
AMENDMENT OF ARTICLE VIII
ASSIGNMENT, SUBLEASING, MANAGEMENT CONTRACTS AND MORTGAGING, SALE OF PORTIONS OF THE PROJECT; REMOVALS FROM, AND ADDITIONS, MODIFICATIONS AND IMPROVEMENTS TO, THE PROJECT

Section 6.1 Amendment of Section 8.2 of the Original Lease. Section 8.2 of the Original Lease is hereby amended to add the following language at the end of such Section:

Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the prior consent of the Board shall not be required for any assignment of the Lease Purchase Agreement, any sublease of the City's interest therein, or any Management Contract. Reference in Section 8.2(c) to the Board's interest in the Facilities shall be deemed to mean the City.

Section 6.2 Amendment of Section 8.4 of the Original Lease. Section 8.4 of the Original Lease is hereby amended to add the following language at the end of such Section:

Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the City shall have the rights provided above for amendment of the Lease Purchase Agreement and Deed of Trust, and no resolution, certificate or other action of the Board shall be required.

ARTICLE VII
AMENDMENT OF ARTICLE IX
MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 7.1 Amendment of Article IX of the Original Lease. Article IX of the Original Lease is hereby amended to add the following new Section at the end of such Article:

Section 9.5 Construction of Article IX.

Notwithstanding any provisions in this Article IX to the contrary, following the Asset Transfer Date, the obligations and rights of the Board provided for above are assumed by the City.

ARTICLE VIII
AMENDMENT OF ARTICLE XI
DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.1 Amendment of Section 11.1 of the Original Lease. Section 11.1 of the Original Lease is hereby amended to add the following language at the end of such Section:

Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no consent of the Board is required for any City determination that the repair, restoration, modification or improvement of the Communications Property is not economically feasible or in the best interest of the City and the City has the right to determine with the consent of the Credit Facility Provider that the repair, restoration, modification or improvement of the Facilities is not economically feasible or in the best interest of the City.

Section 8.2 Amendment of Section 11.2 of the Original Lease. Section 11.2 of the Original Lease is hereby amended to add the following language at the end of such Section:

If the net proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Project in accordance with Section 11.1, subject to appropriation of sufficient funds by the City, the City with respect to the Communications Property and the Facilities shall complete the work and pay any cost in excess of the amount of the net proceeds, and the City agrees that if by reason of any such insufficiency of the net proceeds, the City shall make any payments pursuant to the provisions in this Section 11.2, the City shall not be entitled to any reimbursement therefor from the Corporation or any diminution of any amount payable hereunder.

ARTICLE IX
AMENDMENT OF ARTICLE XII
DEFAULT PROVISIONS

Section 9.1 Amendment of Section 12.3 of the Original Lease. Section 12.3 of the Original Lease is hereby amended to add the following language at the end of such Section:

Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date and the dissolution of the Board, the Board shall no longer have an obligation to indemnify the Corporation and it officers with respect to its ownership in the Facilities.

Section 9.2 Amendment of Section 12.7 of the Original Lease. Section 12.7 of the Original Lease is hereby amended to add the following language at the end of such Section:

Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Board shall no longer be entitled to specific performance or other remedies provided in this section.

ARTICLE X
MISCELLANEOUS

Section 10.1 Construction of Documents. The parties agree that any terms of the Original Lease, including any provisions not expressly modified by this Second Supplemental Lease, shall be construed in a manner consistent with the fact that the Board will not exist as a separate entity and will not have an interest in the Premises or the Improvements following the Asset Transfer Date. All determinations, consents, approvals, delivery of any documents or other actions of the Board permitted or required under the Original Lease will be performed by the City (unless such determination, consent or approval relates to the City in which event no such determination, consent or approval shall be required of the City), and there shall be no requirement for notice or delivery of any document with the Board. The City will accept responsibility, ownership and liability as successor in interest for all obligations of the Board which remain effective after this Second Supplemental Indenture is executed. There is no change in the security for the Bonds, the source of revenues for payment on the Series 2007 Bonds or any material terms of the Series 2007 Bonds.

Section 10.2 Execution in Counterparts. This Second Supplemental Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.3 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this Second Supplemental Lease pursuant to Sections 601(i) and 1201 of the Indenture.

Section 10.4 Consent of the City and Board.

By their signature below to this Second Supplemental Lease, the City and the Board hereby consent to modification of the Deed of Trust pursuant to the Second Supplemental Deed of Trust, and consent to the Second Supplemental Indenture, in accordance with Section 1201 of the Indenture.

Section 10.5 Consent of the Trustee. The Trustee has determined that this Second Supplemental Lease does not materially adversely affect the interests of the Trustee or the Bondholders in accordance with Section 1201 of the Original Lease.

Section 10.6 Incorporation of the Original Lease. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Lease are in all respects ratified and confirmed and the Original Lease and this Second Supplemental Lease shall be read, taken and construed as one and the same instrument. No novation of the Original Lease is intended by, or shall be inferred from, this Second Supplemental Lease.

IN WITNESS WHEREOF, the St. Louis Municipal Finance Corporation has caused this Second Supplemental Lease to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By:_____
Ivy Neyland-Pinkston
President

(SEAL)

ATTEST:

_____
Patricia A. Hageman
Secretary

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public, appeared Ivy Neyland-Pinkston and Patricia A. Hageman to me personally known, who, being by me duly sworn, did say that they are, respectively, the President and Secretary of the St. Louis Municipal Finance Corporation, a Missouri corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said President and Secretary acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Corporation.

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

_____
Eunetter Steele, Notary Public

My Commission Expires:

please affix seal firmly and clearly in this box

IN WITNESS WHEREOF, the **City of St. Louis, Missouri**, has caused this Second Supplemental Lease to be signed in its name and behalf by its elected officials and its corporate seal to be hereunto affixed and attested by the City Register, all as of the day first above written.

(SEAL)

CITY OF ST. LOUIS, MISSOURI, as lessee

APPROVED AS TO FORM

By: _____
Francis G. Slay
Mayor

By:_____
Patricia A. Hageman
City Counselor

By: _____
Darlene Green
Comptroller

ATTEST:

_____
Parrie L. May
Register

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

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public, appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who, being by me duly sworn, did say that they are, respectively, the Mayor and Comptroller of the CITY OF ST. LOUIS, MISSOURI, a Missouri municipal corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said Mayor and Comptroller acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Eunetter Steele, Notary Public

My Commission Expires:

please affix seal firmly and clearly in this box

IN WITNESS WHEREOF, the **Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis**, has caused this Lease Purchase Agreement to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

(SEAL)

BOARD OF POLICE COMMISSIONERS OF THE METROPOLITAN POLICE DEPARTMENT OF THE CITY OF ST. LOUIS, as sublessee

By:_____
Richard Gray
President

ATTEST:

_____
Mark Lawsen
Secretary

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

On this ___ day of _____, 2013, before me the undersigned, a Notary Public, appeared Richard Gray, to me personally known, who, being by me duly sworn, did say that she/he is the President of the Board of Police Commissioners of the Metropolitan Police Department of the City of St. Louis, an agency of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

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

Print Name: _____
Notary Public

My Commission Expires:

please affix seal firmly and clearly in this box

EXHIBIT A TO
LEASE PURCHASE AGREEMENT

Legal Description of the Premises, Description of the Improvements and Description of the Communications Property

The following-described real estate situated in the City of St. Louis, Missouri:

Tract 1

A tract of land in U.S. Survey 3331 and in Block 4372 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the Northwest Line of Geraldine Avenue, 50.00 feet wide and the Northeast line of Margaretta Avenue, 30.00 feet wide as established under the provisions of Ordinance 39867, vacating portions of said Margaretta Avenue; thence Westwardly along the Northern line of Margaretta 622.59 feet to its intersection with the Southeast line of Union Avenue, 100.00 feet wide and a deflection of 90 degrees 08 minutes 40 seconds to the left; thence in a Northerly direction 297.5 feet along Union Avenue to a point; thence Eastwardly along a line parallel to the Northern line of Margaretta Avenue 621.56 feet to its intersection with the Northwest line of Geraldine Avenue; thence Southwest along said line 297.50 feet to the point of beginning.

Tract 2

A tract of land in block 5615 of the City of St. Louis, being more fully described as follows:

Commencing at the intersection of the Southern right of way line of Arsenal Street, 60 feet wide and the Western Right of Way line of Sublette Avenue, irregular width; thence South 3 degrees 08 minutes 55.5 seconds East along said Western line of Sublette Avenue irregular width a distance of 101.56 feet to a point; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 328.23 feet to the true point of beginning; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 339.15 feet to a point; thence North 82 degrees 21 minutes 39 seconds West along the Northern line of Veterans Homesites Subdivision recorded in Book 26, page 81, a distance of 459.69 feet to a point; thence North 9 degrees 46 minutes 25 seconds East, a distance of 354.21 feet to a point; thence South 80 degrees 13 minutes 35 seconds East, a distance of 442.39 feet to the true point of beginning.

Tract 3:

All of the following described real estate located in the City of St. Louis, State of Missouri:

Beginning at the intersection of the West right-of-way line of Jefferson Avenue, 100 feet wide, and the Northeastern right-of-way of Martin Luther King Blvd, 72 feet wide more or less, said point of beginning also being the Southeast corner of Block 966 of the City of St. Louis; thence Northerly along the West right-of-way line of Jefferson Avenue, 100 feet wide, said right-of-way line also being the East lines of Blocks 966 and 967 of the City of St. Louis a distance of 489.31 feet to an angle point in said right-of-way line; thence Northerly along said right-of-way line of Jefferson Avenue, 100 feet wide, with a deflection to the left of 00 degrees 01 minutes 13 seconds, 55.61 feet to the intersection of said West right-of-way line of Jefferson Avenue, 100 feet wide, and the South right-of-way line of Mills Street, 60 feet wide, said intersection also being the Northeast corner of Block 967 of the City of St. Louis; thence Westerly with an angle turned to the right of 89 degrees 32 minutes 38 seconds along the South right-of-way line of Mills Street, 60 feet wide, also the North line of Block 967 of the City of St. Louis, a distance of 280.18 feet to the intersection of said South line of Mills Street, 60 feet wide, and the East line of Elliot Avenue, 60 feet wide, said intersection also being the Northwest corner of Block 967of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 55 seconds along the East right-of-way line of Elliot Avenue, 60 feet wide, also the West line of Block 967 of the City of St. Louis, a distance of 243.06 feet to the intersection of said right-of-way line of Elliot Avenue, 60 feet wide, and the South right-of-way line of Cole Street, 60 feet wide, said intersection also being the Northwest corner of Block 966 of the City of St. Louis; thence Westerly with an angle turned to the right of 269 degrees 34 minutes 17 seconds along the South right-of-way line of Cole Street, 60 feet wide, a distance of 60.00 feet to the intersection of said Southern right-of-way line of Cole Street, 60 feet wide, and the West right-of-way line of Elliot Avenue, 60 feet wide, said intersection also being the Northeast corner of Block 980S of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 43 seconds along the West right-of-way line of Elliot Avenue as vacated by Ordinance No. 61244, also the East line of Block 9805 of the City of St. Louis, a distance of 204.64 feet to the intersection of the West right-of-way line of Elliot Avenue as vacated by Ordinance Number 61244, and the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, said intersection also being the Southeast corner of Block 980S of the City of St. Louis; thence Southeasterly with an angle turned to the right of 105 degrees 34 minutes 05 seconds, along

the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, also the Southern line of Block 966 of the City of St. Louis, a distance of 352.17 feet to the point of beginning.

Description of Improvements

Type	Location	Description
Roof	Fleet	Roof replacement for Fleet Services Building
Roof	Academy	Roof replacement for Police Academy Building
HVAC	Area Stations	Upgrade inside and outside HVAC equipment at 3 Area Stations
HazMat Abatement	Academy	Hazardous Material Abatement in Academy buildings
Roof	Area Stations	Replace roofs -- area stations
HVAC	Academy	Upgrade HVAC system -- Academy
HVAC	Patrol Support	Upgrade HVAC system -- Patrol Support
Electrical	Academy	Upgrade electrical service -- Academy
Plumbing	Academy	Upgrade plumbing -- Academy
Space Renovations	Academy	Space renovation -- Academy
Elevator	Academy	Renovate elevator -- Academy
Exterior	Academy	Maintenance to exterior -- Academy
Plumbing	Area Stations	Upgrade plumbing -- Area Stations
Electrical	Area Stations	Upgrade electrical service -- Area Stations
Plumb./Elect	Patrol Support	Upgrade plumbing/electrical -- Patrol Support
HVAC	Communications	Upgrade HVAC -- Communications building
Exterior	Supply	Repairs -- exterior Supply
Barrier Wall	Range	Repairs -- Range Barrier Wall
Contingency	Contingency	10% Contingency
Communication Equipment Functionality	New Headquarters	Relocation or rebuilding of Microwave Tower atop current Headquarters building needed for radio equipment
Communication Equipment Functionality	New Headquarters	Relocation of 7th floor Communications Controller equipment from 7th floor of current Headquarters building to run radio equipment
Renovation/ Buildout	New Headquarters	Additional improvements to new Headquarters building

Description of Communications Property

ITEMIZED LISTING FOR COMMUNICATION EQUIPMENT

Description	Quantity	Item Description
Infrastructure Equipment		
	2	Controllers
	69	Base Stations
		Networking Equipment
	23	Comparators
	26	GPS
	6-Mar	Combiner/Multicoupler
	19	Consoles
		Upgrades
		Tower/Building/Generator/Wiring/Grounding Halo at N. Patrol/Back Haul
		Consoles in New Proposed PSAP
Subscriber Equipment		
	836	XTS5000 Digital Portable Radio
	742	XTL 5000 Digital Mobile Radio
	1068	XTS1500 Digital Portable Radio
	715	XTL1500 Digital Mobile Radio
	300	XTS 3000 Upgrade
	12	Vehicular Repeaters for Fire

Implementation

Factory Staging
Installation and Optimization
Acceptance Testing
Training
Project Management
System Engineering

EXHIBIT C
Second Supplemental Deed of Trust and Security Agreement

White Goss Draft dated 9/27/13

SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

FROM

ST. LOUIS MUNICIPAL FINANCE CORPORATION, as Grantor

TO

ANTHONY L. GOSSERAND, as Grantee

FOR THE BENEFIT OF

UMB BANK, N.A.
St. Louis, Missouri,
as Bond Trustee

Dated as of _____, 2013

THIS DEED OF TRUST AS SUPPLEMENTED AND AMENDED BY THE FIRST SUPPLEMENTAL DEED OF TRUST AND THIS SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT SECURES FUTURE ADVANCES OR FUTURE OBLIGATIONS. THIS DEED OF TRUST IS GOVERNED BY THE PROVISIONS OF SECTION 443.055, R.S.Mo. THE TOTAL AMOUNT OF THE OBLIGATIONS WHICH MAY BE SECURED BY THIS DEED OF TRUST IS FIFTY MILLION DOLLARS ($50,000,000) TOGETHER WITH SUCH ADDITIONAL SUMS AS MAY BE ADVANCED BY BENEFICIARY UNDER AND IN ACCORDANCE WITH THE TERMS OF THE INDENTURE OF TRUST HEREINAFTER IDENTIFIED OR THIS DEED OF TRUST. THIS DEED OF TRUST SECURES SUCH FUTURE ADVANCES ON OBLIGATIONS WITHIN TEN YEARS OF THE DATE THIS DEED OF TRUST IS EXECUTED.

SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT

THIS SECOND SUPPLEMENTAL DEED OF TRUST AND SECURITY AGREEMENT (this "Second Supplemental Deed of Trust"), made and entered into as of _____, 2013, from the **St. Louis Municipal Finance Corporation**, a nonprofit corporation duly organized under the Missouri Nonprofit Corporation Act, as amended (the "Corporation"), as Grantor, to **Anthony L. Gosserand**, as Grantee, for the benefit of **UMB Bank, N.A.**, a national banking association duly organized and existing under the laws of the United States of America having its principal office located at 2 S. Broadway, St. Louis, Missouri 63101 (the "Bond Trustee"), and its successors and assigns, as trustee under the Trust Indenture dated as of December 1, 2007, as heretofore amended and supplemented and as supplemented by the Second Supplemental Indenture of Trust of even date herewith (the "Second Supplemental Indenture" (the "Indenture"), between the Grantor and the Bond Trustee for the benefit of the Bondholders. Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the Corporation and the Trustee have entered into that certain Deed of Trust and Security Agreement dated as of December 1, 2007 recorded on December 13, 2007, at Book 12132007 and Page 0175, as amended by the First Supplemental

Deed of Trust and Security Agreement dated as of September 1, 2011 and recorded on September 19, 2011 at Book 9192011, and Page 0203 (collectively, the "Original Deed of Trust", as supplemented by this Second Supplemental Deed of Trust (the "Deed of Trust");

WHEREAS, the Board of Police Commissioners of the Metropolitan St. Louis Police Department of the City of St. Louis (the "Board") and the Corporation have entered into a Premises Base Lease dated as of December 1, 2007, at which time the Board owned fee simple title to the real estate, buildings, structures, facilities and equipment used as police stations and related support facilities located in the geographical boundaries of the City of St. Louis, Missouri (the "City"), described on Schedule I attached hereto and made a part hereof (collectively, the "Premises"); and

WHEREAS, pursuant to the Indenture, the Corporation has issued its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007, dated as of December 1, 2007 (the "Series 2007 Bonds") in an aggregate principal amount of $25,000,000;

WHEREAS, the Series 2007 Bonds were issued to provide funds to design, acquire, purchase, construct and install emergency management and preparedness and public health and safety projects, including (i) capital improvements located on the Premises, consisting of three police command stations (the "Premise Improvements") and improvements to other buildings owned by the Police Board (the "Other Improvements," and together with the Premises Improvements, the "Improvements") and (ii) certain communications equipment (the "Communications Property");

WHEREAS, Section 84.344.2 RSMo., enacted November, 2012 as a result of an initiative to restore local control of the Board to the City, provides in part that upon the establishment of a municipal police force by the City, the Board shall convey, assign and transfer to the City title and ownership of all assets including real property held in the name of or controlled by the Board; and

WHEREAS, Ordinance 69489, adopted by the City Board of Aldermen on June 21, 2013 and effective August 2, 2013, provides that pursuant to the terms of Section 84.344.4 RSMo., the City accepts responsibility, ownership and liability as successor in interest for contractual obligations, indebtedness and other lawful obligations of the Board effective September 1, 2013 or such later date as may be established in subsequent City legislation; and

WHEREAS, by Resolutions of the Board adopted August 31, 2013, the Board has approved the transfer and conveyance to the City of real property held in its name, and approved the modification of documents entered into in connection with the Series 2007 Bonds and approved such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with such intent; and

WHEREAS, the Board will, upon the completion of all necessary approvals, convey and transfer to the City title and ownership of all assets held in the name of or controlled by the Board, including the Improvements, such date of transfer of ownership referred to as the "Asset Transfer Date;" and

WHEREAS, the City, the Corporation and the Board desire to modify the Original Deed of Trust, as permitted under Section 4.2 thereof, to reflect the change in ownership of the Premises, the Premises Improvements and the Other Facilities, acknowledge assignment by the Board and the assumption by the City of the rights and obligations under the Original Premises Base Lease, and to make associated changes which reflect the fact that the Board will not exist as a separate entity and all consents, notices, approvals or other actions of the Board permitted or required under the Indenture will be performed by the City; and

WHEREAS, the City was and after execution of this Second Supplemental Deed of Trust will be the source of funds for payment, subject to annual appropriation, of Rentals and Additional Rentals under the Lease Purchase Agreement, and upon the Asset Transfer Date the City will accept responsibility, ownership and liability as successor in interest for all obligations of the Board which remain effective after this Second Supplemental Deed of Trust is executed; and

WHEREAS, based on the foregoing, the Second Supplemental Deed of Trust shall not adversely affect the interests of the Bondholders and is permitted pursuant to Section 4.2 of the Original Deed of Trust and the consent of the Trustee, the Bond Insurer, the City and the Board have been obtained; and

WHEREAS, in accordance with the foregoing, the Corporation and the Trustee desire to modify the Original Deed of Trust.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL DEED OF TRUST WITNESSETH, that in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree as follows:

ARTICLE I.
AMENDMENT OF ARTICLE II OF THE DEED OF TRUST

Section 1.1 Amendment of the Deed of Trust. Article II of the Original Deed of Trust is hereby amended by adding the following Section 2.19 as a new section.

Section 2.19 Amendments Required by Board Transfer of Assets to the City. Following the Asset Transfer Date, the Grantor and the Grantee, acknowledge and agree that:

(i) The Board has conveyed its interest in the Premises, the Premises Improvements and the Other Facilities of the City and the Board will have no interest therein;

(ii) The Board has assigned to the City and the City has assumed the rights and obligations under the Premises Base Lease pursuant to the First Supplemental Premises Base Lease dated ____, 2013;

(iii) The Corporation, the Board and the City have entered into a Second Supplemental Lease Purchase Agreement dated _____, 2013, providing for assignment by the Board and assumption by the City of the rights and obligations of the Board under the Lease Purchase Agreement;

(iv) The Board will not exist as a separate entity and all determinations, consents, approvals, delivery of any documents or other actions of the Board permitted or required under the Original Trust Indenture will be performed by the City, and there shall be no requirement for notice or delivery of any document with the Board.

(v) The Board will not exist as a separate entity and all determinations, consents, approvals, delivery of any documents or other actions of the Board permitted or required under the Original Deed of Trust will be performed by the City, and there shall be no requirement for notice or delivery of any document with the Board.

(vi) There is no change in the security for the Bonds, the source of revenues for payment on the Series 2007 Bonds or any material terms of the Series 2007 Bonds.

ARTICLE II.
MISCELLANEOUS

Section 2.1 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this Second Supplemental Deed of Trust pursuant to Section 4.2 of the Original Deed of Trust and the Second Supplemental Indenture, the Second Supplemental Lease, the First Supplemental Premises Base Lease and the First Supplemental Communications Property Base Lease pursuant to Sections 601(i) and 1201 of the Indenture.

Section 2.2 Consent of the City and Board. The City and the Board have consented to this Second Supplemental Deed of Trust in accordance with Section 4.2 of the Original Deed of Trust, pursuant to provisions of the Second Supplemental Lease.

Section 2.3 Consent of the Trustee. The Trustee hereby certifies as follows:

(a) The Trustee has determined that the Second Supplemental Indenture, the Second Supplemental Lease, this Second Supplemental Deed of Trust, the First Supplemental Premises Base Lease and the First Supplemental Communications Property Base Lease (collectively, the "2013 Modification Documents") do not materially adversely affect the interests of the Trustee or the Bondholders in accordance with Section 1201 of the Indenture.

(b) The Trustee hereby acknowledges receipt of all documents and materials in form and substance satisfactory to Trustee to permit the 2013 Modification Documents, including the following: (i) a copy of each of the 2013 Modification Documents; (ii) consent of the Credit Facility Provider, and (iii) an opinion of White Goss Bowers March Schulte & Weisenfels, Special Counsel, meeting the requirements of Section 1203 of the Indenture.

(c) By its execution of the acknowledgement to this Second Supplemental Deed of Trust, the Trustee hereby consents to each of the 2013 Modification Documents and confirms and agrees that (a) all conditions set forth in Sections 601(i) and 1201 of the Indenture, Section 14.1 of the Lease Purchase Agreement, (b) Section 4.2 of the Deed of Trust, Section 7.2 of the Premises Base Lease and Section 7.2 of the Communications Property Base Lease, for the modification of such instruments have been satisfied.

Section 2.4 Incorporation of the Original Deed of Trust. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Deed of Trust are in all respects ratified and confirmed and the Original Deed of Trust, the First Supplemental Deed of Trust and this Second Supplemental Deed of Trust shall be read, taken and construed as one and the same instrument.

Section 2.5. Filing and Recording. In accordance with the Original Deed of Trust, Grantor will, forthwith after the execution and delivery of this Second Supplemental Deed of Trust and thereafter from time to time, cause this Second Supplemental Deed of Trust and any financing statements in respect thereof to be delivered to the Bond Trustee to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the lien of the Deed of Trust as amended by this Second Supplemental Deed of Trust. The liens granted in the Original Deed of Trust are hereby ratified and confirmed as continuing to secure the payment of the indebtedness described therein. Nothing herein shall in any manner diminish, impair or extinguish the indebtedness under the Indenture or the liens securing such indebtedness. No novation of the Original Deed of Trust is intended by, or shall be inferred from, this Second Supplemental Deed of Trust.

Section 2.6 Execution of the Second Supplemental Deed of Trust in Counterparts. This Second Supplemental Deed of Trust may be executed in several counterparts, and each executed copy shall constitute an original instrument, but such counterpart shall together constitute but one and the same instrument.

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

IN WITNESS WHEREOF, Grantor has executed and delivered this Second Supplemental Deed of Trust as of the day and year first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION, as Grantor

By:_____
Ivy Neyland-Pinkston
President

(SEAL)

ATTEST

_____
Patricia A. Hageman
Secretary

The Trustee acknowledges this Second Supplemental Deed of Trust and agrees with the certifications of the Trustee as set forth therein.

UMB BANK, N.A.
as Trustee

By:_____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

On this _____ day of _____, 2013, before me, a Notary Public in and for said State, personally appeared Ivy Neyland-Pinkston, who acknowledged herself to be the President of **ST. LOUIS MUNICIPAL FINANCE CORPORATION**, and Patricia A. Hageman, who acknowledged herself to be the Secretary of **ST. LOUIS MUNICIPAL FINANCE CORPORATION**, a nonprofit corporation duly organized and existing under the laws of the State of Missouri, and that they, as such officers are authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Authority by themselves as said officers.

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

_____
Eunetter Steele, Notary Public

My Commission Expires:

please affix seal firmly and clearly in this box

ACKNOWLEDGMENT

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

On this ___ day of _____, 2013, before me, the undersigned, a Notary Public, appeared_____, who, being before me duly sworn, did say he is a Vice President of **UMB BANK, N.A.**, a national banking association organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the official seal of said trust company, and that said trust company, and that said instrument was signed and sealed on behalf of said trust company by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said trust company.

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

_____

Printed Name: _____

_____
Notary Public in and for said State

My Commission Expires:

_____

EXHIBIT A

PROPERTY DESCRIPTION
(PREMISES)

Tract 1
A tract of land in U.S. Survey 3331 and in Block 4372 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the intersection of the Northwest Line of Geraldine Avenue, 50.00 feet wide and the Northeast line of Margaretta Avenue, 30.00 feet wide as established under the provisions of Ordinance 39867, vacating portions of said Margaretta Avenue; thence

Westwardly along the Northern line of Margaretta 622.59 feet to its intersection with the Southeast line of Union Avenue, 100.00 feet wide and a deflection of 90 degrees 08 minutes 40 seconds to the left; thence in a Northerly direction 297.5 feet along Union Avenue to a point; thence Eastwardly along a line parallel to the Northern line of Margaretta Avenue 621.56 feet to its intersection with the Northwest line of Geraldine Avenue; thence Southwest along said line 297.50 feet to the point of beginning.

Tract 2
A tract of land in block 5615 of the City of St. Louis, being more fully described as follows:

Commencing at the intersection of the Southern right of way line of Arsenal Street, 60 feet wide and the Western Right of Way line of Sublette Avenue, irregular width; thence South 3 degrees 08 minutes 55.5 seconds East along said Western line of Sublette Avenue irregular width a distance of 101.56 feet to a point; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 328.23 feet to the true point of beginning; thence South 3 degrees 30 minutes 44 seconds West along said Western line of Sublette Avenue, 80 feet wide, a distance of 339.15 feet to a point; thence North 82 degrees 21 minutes 39 seconds West along the Northern line of Veterans Homesites Subdivision recorded in Book 26, page 81, a distance of 459.69 feet to a point; thence North 9 degrees 46 minutes 25 seconds East, a distance of 354.21 feet to a point; thence South 80 degrees 13 minutes 35 seconds East, a distance of 442.39 feet to the true point of beginning.

Tract 3:
All of the following described real estate located in the City of St. Louis, State of Missouri:

Beginning at the intersection of the West right-of-way line of Jefferson Avenue, 100 feet wide, and the Northeastern right-of-way of Martin Luther King Blvd, 72 feet wide more or less, said point of beginning also being the Southeast corner of Block 966 of the City of St. Louis; thence Northerly along the West right-of-way line of Jefferson Avenue, 100 feet wide, said right-of-way line also being the East lines of Blocks 966 and 967 of the City of St. Louis a distance of 489.31 feet to an angle point in said right-of-way line; thence Northerly along said right-of-way line of Jefferson Avenue, 100 feet wide, with a deflection to the left of 00 degrees 01 minutes 13 seconds, 55.61 feet to the intersection of said West right-of-way line of Jefferson Avenue, 100 feet wide, and the South right-of-way line of Mills Street, 60 feet wide, said intersection also being the Northeast corner of Block 967 of the City of St. Louis; thence Westerly with an angle turned to the right of 89 degrees 32 minutes 38 seconds along the South right-of-way line of Mills Street, 60 feet wide, also the North line of Block 967 of the City of St. Louis, a distance of 280.18 feet to the intersection of said South line of Mills Street, 60 feet wide, and the East line of Elliot Avenue, 60 feet wide, said intersection also being the Northwest corner of Block 967of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 55 seconds along the East right-of-way line of Elliot Avenue, 60 feet wide, also the West line of Block 967 of the City of St. Louis, a distance of 243.06 feet to the intersection of said right-of-way line of Elliot Avenue, 60 feet wide, and the South right-of-way line of Cole Street, 60 feet wide, said intersection also being the Northwest corner of Block 966 of the City of St. Louis; thence Westerly with an angle turned to the right of 269 degrees 34 minutes 17 seconds along the South right-of-way line of Cole Street, 60 feet wide, a distance of 60.00 feet to the intersection of said Southern right-of-way line of Cole Street, 60 feet wide, and the West right-of-way line of Elliot Avenue, 60 feet wide, said intersection also being the Northeast corner of Block 980S of the City of St. Louis; thence Southerly with an angle turned to the right of 90 degrees 25 minutes 43 seconds along the West right-of-way line of Elliot Avenue as vacated by Ordinance No. 61244, also the East line of Block 9805 of the City of St. Louis, a distance of 204.64 feet to the intersection of the West right-of-way line of Elliot Avenue as vacated by Ordinance Number 61244, and the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, said intersection also being the Southeast corner of Block 980S of the City of St. Louis; thence Southeasterly with an angle turned to the right of 105 degrees 34 minutes 05 seconds, along the Northeastern right-of-way line of Martin Luther King Blvd., 72 feet wide more or less, also the Southern line of Block 966 of the City of St. Louis, a distance of 352.17 feet to the point of beginning.

EXHIBIT B

CHATTEL PROPERTY

Description of Improvements

Type	Location	Description
Roof	Fleet	Roof replacement for Fleet Services Building
Roof	Academy	Roof replacement for Police Academy Building
HVAC	Area Stations	Upgrade inside and outside HVAC equipment at 3 Area Stations
HazMat Abatement	Academy	Hazardous Material Abatement in Academy buildings
Roof	Area Stations	Replace roofs -- area stations
HVAC	Academy	Upgrade HVAC system -- Academy
HVAC	Patrol Support	Upgrade HVAC system -- Patrol Support

Electrical	Academy	Upgrade electrical service -- Academy
Plumbing	Academy	Upgrade plumbing -- Academy
Space Renovations	Academy	Space renovation -- Academy
Elevator	Academy	Renovate elevator -- Academy
Exterior	Academy	Maintenance to exterior -- Academy
Plumbing	Area Stations	Upgrade plumbing -- Area Stations
Electrical	Area Stations	Upgrade electrical service -- Area Stations
Plumb./Elect	Patrol Support	Upgrade plumbing/electrical -- Patrol Support
HVAC	Communications	Upgrade HVAC -- Communications building
Exterior	Supply	Repairs -- exterior Supply
Barrier Wall	Range	Repairs -- Range Barrier Wall
Contingency	Contingency	10% Contingency
Communication Equipment Functionality	New Headquarters	Relocation or rebuilding of Microwave Tower atop current Headquarters building needed for radio equipment
Communication Equipment Functionality	New Headquarters	Relocation of 7th floor Communications Controller equipment from 7th floor of current Headquarters building to run radio equipment
Renovation/ Buildout	New Headquarters	Additional improvements to new Headquarters building

Description of Communications Property

ITEMIZED LISTING FOR COMMUNICATION EQUIPMENT

Description	**Quantity**	**Item Description**
Infrastructure Equipment		
	2	Controllers
	69	Base Stations
		Networking Equipment
	23	Comparators
	26	GPS
	6-Mar	Combiner/Multicoupler
	19	Consoles
		Upgrades
		Tower/Building/Generator/Wiring/Grounding Halo at N. Patrol/Back Haul
		Consoles in New Proposed PSAP
Subscriber Equipment		
	836	XTS5000 Digital Portable Radio
	742	XTL 5000 Digital Mobile Radio
	1068	XTS1500 Digital Portable Radio
	715	XTL1500 Digital Mobile Radio
	300	XTS 3000 Upgrade
	12	Vehicular Repeaters for Fire
Implementation		
		Factory Staging
		Installation and Optimization
		Acceptance Testing
		Training
		Project Management
		System Engineering

EXHIBIT D
Second Supplemental Indenture of Trust

White Goss draft October 3, 2013

SECOND SUPPLEMENTAL INDENTURE OF TRUST

by and between

ST. LOUIS MUNICIPAL FINANCE CORPORATION

and

UMB BANK, N.A.,
as Trustee

DATED AS OF _____ __, 2013

Police Capital Improvement Sales Tax
Leasehold Revenue Bonds
Series 2007
(City of St. Louis, Missouri, Lessee)

SECOND SUPPLEMENTAL INDENTURE OF TRUST

THIS **SECOND SUPPLEMENTAL INDENTURE OF TRUST** (this "Second Supplemental Indenture"), made and entered into as of _____ __, 2013, by and between ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the "Corporation"), and UMB BANK, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and having its principal corporate trust office located in the City of Kansas City, Missouri, as trustee (the "Trustee"). Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the Corporation and the Trustee have entered into that certain Indenture of Trust dated as of December 1, 2007, as amended by the First Supplemental Indenture of Trust dated February 8, 2008 (collectively, the "Original Indenture"); and

WHEREAS, pursuant to the Indenture, the Corporation has issued its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007, dated as of December 1, 2007 (the "Series 2007 Bonds") in an aggregate principal amount of $25,000,000, to finance, among other things, the costs of the Project including the Communications Property and the Improvements; and

WHEREAS, the Board of Police Commissioners of the Metropolitan St. Louis Police Department of the City of St. Louis (the "Board") and the Corporation have entered into a Premises Base Lease dated as of December 1, 2007 (the "Original Premises Base Lease"), at which time the Board owned fee simple title to the real estate, buildings, structures, facilities and equipment used as police stations and related support facilities located in the geographical boundaries of the City of St. Louis, Missouri (the "City"), described on Schedule I attached hereto and made a part hereof (collectively, the "Premises"); and

WHEREAS, Section 84.344.2 RSMo. enacted November, 2012 as a result of an initiative to restore local control of the Board to the City, provides in part that upon the establishment of a municipal police force by the City, the Board shall convey, assign and transfer to the City title and ownership of all assets including real property held in the name of or controlled by the Board; and

WHEREAS, Ordinance 69489, adopted by the City Board of Aldermen on June 21, 2013 and effective August 2, 2013, provides that pursuant to the terms of Section 84.344.4 RSMo., the City accepts responsibility, ownership and liability as successor in interest for contractual obligations, indebtedness and other lawful obligations of the Board effective September 1, 2013 or such later date as may be established in subsequent City legislation; and

WHEREAS, by Resolutions of the Board adopted August 31, 2013, the Board has approved the transfer and conveyance

to the City of real property held in its name, and approved the modification of documents entered into in connection with the Series 2007 Bonds and approved such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with such intent; and

WHEREAS, the Board will, upon the completion of all necessary approvals, convey and transfer to the City title and ownership of all assets held in the name of or controlled by the Board, including the Premises and the Improvements, such date of transfer of ownership referred to as the "Asset Transfer Date"; and

WHEREAS, the City, the Corporation and the Board desire to modify the Original Indenture, as permitted under Section 1101(e) of the Original Indenture, to reflect the change in ownership of the Premises, the Premises Improvements and the Other Facilities, acknowledge assignment by the Board and the assumption by the City of the rights and obligations under the Original Premises Base Lease, and to make associated changes which reflect the fact that the Board will not exist as a separate entity and all consents, notices, approvals or other actions of the Board permitted or required under the Original Indenture will be performed by the City; and

WHEREAS, the City was and after execution of this Second Supplemental Indenture will be the source of funds for payment, subject to annual appropriation, of Rentals and Additional Rentals under the Lease Purchase Agreement, and upon the Asset Transfer Date the City will accept responsibility, ownership and liability as successor in interest for all obligations of the Board which remain effective after this Second Supplemental Indenture is executed; and

WHEREAS, based on the foregoing, the Second Supplemental Indenture shall not adversely affect the interests of the Bondholders and is permitted pursuant to Section 1101 of the Original Indenture; and

WHEREAS, the Corporation and the Trustee desire to modify the Original Indenture, as permitted under Section 1101(e) of the Original Indenture.

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree for the benefit of the Bondholders, as follows:

ARTICLE I
AMENDMENT OF SECTION 101 OF THE ORIGINAL INDENTURE

1.1 Amendment of Section 101 of the Original Indenture. Section 101 of the Original Indenture is hereby amended to delete the definitions stated below and replace them as follows:

"Base Lease" means, collectively, the (i) Communications Property Base Lease between the City and the Corporation, and (ii) the Premises Base Lease between the Board and the Corporation, each dated as of the date hereof as from time to time supplemented and amended in accordance with Section 7.3 thereof, including the First Supplemental Communications Property Base Lease and the First Supplemental Premises Base Lease.

"Board Rentals" means the rent payments to be made by the Board to the City in consideration of the sublease of the Facilities by the City to the Board pursuant to the Lease Purchase Agreement, equal in amount to the portion of Capital Improvements Sales Tax revenues on deposit in the Police Department Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund, that is appropriated each year by the City to the Board for such purpose, which for such purpose Board Rentals have been assigned by the City to the Corporation under the Lease Purchase Agreement; provided that from and after the Asset Transfer Date, the sublease to the Board shall no longer be in effect and no Board Rentals will be made by the Board to the City.

"Board Representative" means the person or persons at the time designated to act on behalf of the Board in matters not requiring legislative authorization relating to the Communications Property Base Lease, the Premises Base Lease, the Lease Purchase Agreement and this Indenture as evidenced by a written certificate furnished to the Corporation and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Board by its President and Secretary; provided that from and after the Asset Transfer Date, no action by or delivery of any document to the Board Representative shall be required.

"Lease Purchase Agreement" means the Lease Purchase Agreement dated as of December 1, 2007, among the Corporation, the City and the Board, as from time to time supplemented or amended in accordance with Article XIV of the Lease Purchase Agreement and Article XII of this Indenture; provided that from and after the Asset Transfer Date, the Lease Purchase Agreement shall be between the Corporation and the City.

"Other Improvements" means those capital improvements to buildings, structures, improvements, fixtures, machinery and equipment, owned by the Board but not located on the Premises, including the headquarters for the Police Department and the Police Academy; provided that from and after the date of Asset Transfer, such capital improvements will be owned by the City.

"Premises" means the real property of the Board which are the site of the three area command stations, described in Schedule I to the Lease Purchase Agreement and situated in the City including all streets and roads adjoining thereto and all easements and rights of way now or hereafter used in connection therewith together with all land lying in the bed of any street or road, open or proposed, in front of or adjoining such site to the center line thereof now or hereafter used in connection with such site or any real property shown on Schedule I; provided that from and after the Asset Transfer Date, the Premises shall be owned by the City.

"Premises Base Lease" means the Premises Base Lease dated as of December 1, 2007, as from time to time supplemented or amended in accordance with Article XII of the Indenture, between the Board and the Corporation; provided that from and after the Asset Transfer Date, the Premises Base Lease shall be between the City and the Corporation.

"Supplemental Base Lease" means any lease supplemental or amendatory to the Base Lease entered into by the City and the Corporation or the Board and the Corporation, as applicable, pursuant to Section 7.2 of the applicable Base Lease; provided that from and after the Asset Transfer Date, any Supplemental Base Lease shall be entered into by the City and the Corporation.

"Supplemental Lease Purchase Agreement" means any lease purchase agreement supplemental or amendatory to the Lease Purchase Agreement entered into by the Corporation, the Board and the City pursuant to Article XIV of the Lease Purchase Agreement and Article XII of this Indenture; provided that from and after the date of Asset Transfer, such supplemental agreement may be entered into by the City and the Corporation.

ARTICLE II
AMENDMENT OF ARTICLE II OF THE ORIGINAL INDENTURE

2.1 Amendment of Article II of the Original Indenture. Article II of the Original Indenture is amended to add a new Section 213 as follows:

> Section 213. Notwithstanding any provisions in this Article otherwise, following the Asset Transfer Date, no resolution of the Board of Commissioners of the Board, and no certificate of the Board Representative is required in connection with the issuance of Additional Bonds and the Board is not required to enter into a Supplemental Lease Purchase Agreement or any other document.

ARTICLE III
AMENDMENT OF ARTICLE V OF THE ORIGINAL INDENTURE

3.1 Amendment of Section 503 of the Original Indenture. Section 503 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Trustee is not required to provide any notice to the Board or the Board Representative.

3.2 Amendment of Section 504 of the Original Indenture. Section 504 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Trustee is not required to provide any notice to the Board or the Board Representative.

3.3 Amendment of Section 505 of the Original Indenture. Section 505 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Trustee shall not be required to file such statement of receipts and disbursements with the Board.

ARTICLE IV
AMENDMENT OF ARTICLE VI OF THE ORIGINAL INDENTURE

4.1 Amendment of Section 601 of the Original Indenture. Section 601 of the Original Indenture is amended to add the

following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no notice of Insolvency Proceeding with respect to the Board is required to be delivered to the Credit Facility Provider under Section 601 (u)(vi).

ARTICLE V
AMENDMENT OF ARTICLE VIII OF THE ORIGINAL INDENTURE

5.1 Amendment of Section 808 of the Original Indenture. Section 808 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the Board shall have no interest in the Facilities and the foregoing provisions shall apply to the City's interest in the Facilities.

ARTICLE VI
AMENDMENT OF ARTICLE IX OF THE ORIGINAL INDENTURE

6.1 Amendment of Section 901 of the Original Indenture. Section 901 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no notice is required to be given by the Trustee or the Bondholders to the Board.

6.2 Amendment of Section 902 of the Original Indenture. Section 902 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no notice is required to be given by the City or the Trustee to the Board.

ARTICLE VII
AMENDMENT OF ARTICLE XI OF THE ORIGINAL INDENTURE

7.1 Amendment of Section 1102 of the Original Indenture. Section 1102 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, there is no requirement that the Board make any determination of necessity with respect to any Supplemental Indenture or that the Board consent to any Supplemental Indenture.

7.2 Amendment of Section 1103 of the Original Indenture. Section 1103 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, there is no requirement that the Board consent to or execute any Supplemental Indenture, or that the Trustee or the City deliver any document concerning a proposed Supplemental Indenture to the Board.

ARTICLE VIII
AMENDMENT OF ARTICLE XII OF THE ORIGINAL INDENTURE

8.1 Amendment of Section 1201 of the Original Indenture. Section 1201 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no consent of the Board is required for any Supplemental Lease Purchase Agreement or any Supplemental Base Lease.

8.2 Amendment of Section 1202 of the Original Indenture. Section 1202 of the Original Indenture is amended to add

the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no consent of the Board is required for any Supplemental Lease Purchase Agreement or any Supplemental Base Lease.

8.3 Amendment of Section 1203 of the Original Indenture. Section 1203 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, there is no requirement for delivery of a legal opinion to the Board.

ARTICLE IX
AMENDMENT OF ARTICLE XIV OF THE ORIGINAL INDENTURE

9.1 Amendment of Section 1404 of the Original Indenture. Section 1404 of the Original Indenture is amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, there is no requirement for delivery of notice to the Board under this Section.

ARTICLE X
MISCELLANEOUS

Section 10.1 Construction of Documents. The parties agree that any terms of the Original Indenture, including any provisions not expressly modified by this Second Supplemental Indenture, shall be construed in a manner consistent with the fact that the Board will not exist as a separate entity and will not have an interest in the Premises or the Improvements following the Asset Transfer Date. All determinations, consents, approvals, delivery of any documents or other actions of the Board permitted or required under the Original Indenture will be performed by the City (unless such determination, consent or approval relates to the City in which event no such determination, consent or approval shall be required of the City), and there shall be no requirement for notice or delivery of any document with the Board. There is no change in the security for the Bonds, the source of revenues for payment on the Series 2007 Bonds or any material terms of the Series 2007 Bonds.

Section 10.2. Execution in Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.3 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this Second Supplemental Indenture pursuant to Section 601(i) of the Original Indenture.

Section 10.4. Consent of Trustee. By its signature below, the Trustee consents to the First Supplemental Premises Base Lease, the First Supplemental Communications Property Base Lease and the Second Supplemental Lease Purchase Agreement, each of even date herewith, , and certifies its determination that such First Supplemental Premises Base Lease, First Supplemental Communications Property Base Lease, the Second Supplemental Lease Agreement, this Second Supplemental Indenture of Trust, and the Second Supplemental Deed of Trust between the Corporation and the Trustee, do not materially adversely affect the interests of the Trustee or the Bondholders.

Section 10.5 Incorporation of the Indenture. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Indenture are in all respects ratified and confirmed and the Original Indenture and this Second Supplemental Indenture shall be read, taken and construed as one and the same instrument.

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

IN WITNESS WHEREOF, the St. Louis Municipal Finance Corporation has caused this Second Supplemental Indenture to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By:_____

Ivy Neyland-Pinkston
President

(SEAL)

ATTEST:

_____
Patricia A. Hageman
Secretary

IN WITNESS WHEREOF, to evidence its acceptance of the trust hereby created, UMB Bank, N.A. has caused this Second Supplemental Indenture to be signed in its name and on its behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by one of its duly authorized officers, all as of the day first above written.

UMB BANK N.A., as Trustee

By:_____
Brian P. Krippner
Vice President

(SEAL)

ATTEST:

_____
Victor Zarrilli
Assistant Secretary

EXHIBIT E
First Supplemental Communications Property Base Lease

White Goss Draft October 4, 2013

FIRST SUPPLEMENTAL COMMUNICATIONS PROPERTY BASE LEASE

between

CITY OF ST. LOUIS, MISSOURI

and

ST. LOUIS MUNICIPAL FINANCE CORPORATION

Dated as of _____ __, 2013

FIRST SUPPLEMENTAL COMMUNICATIONS PROPERTY BASE LEASE

THIS **FIRST SUPPLEMENTAL COMMUNICATIONS PROPERTY BASE LEASE** (the "First Supplemental Communications Property Base Lease"), dated as of _____ _, 2013, is entered into between the **CITY OF ST. LOUIS, MISSOURI** (the "City") and **ST. LOUIS MUNICIPAL FINANCE CORPORATION**, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act, as lessee (the "Corporation"). Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein shall have the same meanings as given in Section 101 of the Indenture.

WITNESSETH:

WHEREAS, the City and the Corporation have entered into a Communications Property Base Lease dated as of December 1, 2007 ("the Original Communications Property Base Lease"), pursuant to which the City has leased to the Corporation certain

Communication Property as described therein; and

WHEREAS, the Original Communications Property Base Lease was entered into in connection with the issuance by the Corporation of its Police Capital Improvement Sales Tax Leasehold Revenue Bonds, Series 2007 (the "Series 2007 Bonds," and such Series 2007 Bonds and any Additional Bonds issued pursuant to the Indenture, referred to collectively as the "Bonds"); and

WHEREAS, Section 84.344.2 RSMo. enacted November, 2012 as a result of an initiative to restore local control of the Board to the City, provides in part that upon the establishment of a municipal police force by the City, the Board shall convey, assign and transfer to the City title and ownership of all assets including real property held in the name of or controlled by the Board; and

WHEREAS, Ordinance 69489, adopted by the City Board of Aldermen on June 21, 2013 and effective August 2, 2013, provides that pursuant to the terms of Section 84.344.4 RSMo., the City accepts responsibility, ownership and liability as successor in interest for contractual obligations, indebtedness and other lawful obligations of the Board effective September 1, 2013 or such later date as may be established in subsequent City legislation; and

WHEREAS, by Resolutions of the Board adopted August 31, 2013, the Board has approved the transfer and conveyance to the City of real property held in its name, and approved the modification of documents entered into in connection with the Series 2007 Bonds and approved such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with such intent; and

WHEREAS, the Board will, upon the completion of all necessary approvals, convey and transfer to the City title and ownership of all assets held in the name of or controlled by the Board, including the Premises and the Improvements, such date of transfer of ownership referred to as the "Asset Transfer Date" and

WHEREAS, the City, the Corporation and the Board desire to modify the Original Communications Property Base Lease, as permitted under Section 7.2 thereof and 1201 of the Indenture, to modify certain references to the Board in order to make changes which reflect the fact that the Board will not exist as a separate entity and all consents, notices, approvals or other actions of the Board permitted or required under the Original Communications Property Base Lease will be performed by the City;

WHEREAS, the City was and after execution of this First Supplemental Communications Property Base Lease will be the source of funds for payment, subject to annual appropriation, of Rentals and Additional Rentals under the Lease Purchase Agreement, and upon the Asset Transfer Date the City will accept responsibility, ownership and liability as successor in interest for all obligations of the Board which remain effective after this First Supplemental Communications Property Base Lease is executed; and

WHEREAS, based on the foregoing, the First Supplemental Communications Property Base Lease shall not adversely affect the interests of the Bondholders and is permitted pursuant to Section 1201 of the Original Indenture.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I
CONSTRUCTION

Section 1.01 Construction of First Supplemental Communications Property Base Lease. The parties agree that the purpose of this First Supplemental Communications Property Base Lease is to provide that following the Asset Transfer Date, all determinations, consents and agreements of the Board will be made by the City. All obligations to be borne by the Board will be assumed and borne by the City following execution of this First Supplemental Communications Property Base Lease. All provisions of the Original Communications Property Base Lease together with the First Supplemental Communications Property Base Lease shall be construed and understood for such purpose.

ARTICLE II
AMENDMENT OF ARTICLE III

2.01 Amendment of Section 3.1 of the Original Communications Property Base Lease. Section 3.1 of the Original Communications Property Base Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, the City will have no obligation to cooperate with the Board to acquire and install the Communications Property.

2.02 Amendment of Section 3.3 of the Original Communications Property Base Lease. Section 3.3 of the Original Communications Property Base Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no prior written consent of the Board shall be required in connection with the action of the Corporation to mortgage or assign its rights or sublet the Communications Property under the Original Communications Property Base Lease.

2.03 Amendment of Section 3.5 of the Original Communications Property Base Lease. Section 3.5 of the Original Communications Property Base Lease is hereby amended to add the following language at the end of such Section:

> Notwithstanding any provisions in this Section to the contrary, following the Asset Transfer Date, no prior written consent or approval of the Board shall be necessary in connection with the issuance of Additional Bonds.

ARTICLE III
MISCELLANEOUS

Section 3.01 Execution in Counterparts. This First Supplemental Communications Property Base Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.02 Consent of Credit Facility Provider. The Credit Facility Provider has consented to this First Supplemental Communications Property Base Lease pursuant to Sections 601(i) and 1201 of the Indenture.

Section 3.03 Consent of the Trustee. The Trustee has determined that this First Supplemental Communications Property Base Lease does not materially adversely affect the interests of the Trustee or the Bondholders in accordance with Section 1201 of the Lease.

Section 3.04 Incorporation of the Original Communications Property Base Lease. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Communications Property Base Lease are in all respects ratified and confirmed and the Original Communications Property Base Lease and this First Supplemental Communications Property Base Lease shall be read, taken and construed as one and the same instrument. No novation of the Original Communications Property Base Lease is intended by, or shall be inferred from this First Supplemental Communications Property Base Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City has caused this First Supplemental Communications Property Base Lease to be signed in its name and behalf by its elected officials and its corporate seal to be hereunto affixed and attested by the City Register, all as of the day first above written.

(SEAL)

CITY OF ST. LOUIS, MISSOURI

APPROVED AS TO FORM

By:_____
Francis G. Slay
Mayor

By: _____
Patricia A. Hageman
City Counselor

By: _____
Darlene Green
Comptroller

ATTEST:

_____
Parrie L. May
Register

IN WITNESS WHEREOF, the St. Louis Municipal Finance Corporation has caused this First Supplemental Communications Property Base Lease to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed

and attested by its Secretary, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By: _____
Ivy Neyland-Pinkston
President

(SEAL)

ATTEST:

_____
Patricia A. Hageman
Secretary

SCHEDULE I

The following-described property situated in the City of St. Louis, Missouri:

[Description of Communications Property]

Approved: December 17, 2013

ORDINANCE #69639
Board Bill No. 203

An ordinance pertaining to street vendors, amending Ordinance 65061 by deleting paragraph (E) of Section Four of such Ordinance, thereby prohibiting street vendors in the area previously known as the 24th Ward Vending District.

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

SECTION ONE. Ordinance 65061 is hereby amended by deleting Paragraph (E) of Section Four of such Ordinance.

Approved: December 30, 2013

ORDINANCE #69640
Board Bill No. 221

An ordinance approving a Redevelopment Plan for the 4548 Dr. Martin Luther King Dr. ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated September 24, 2013 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis (“Planning Commission”) and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4548 Dr. Martin Luther King Dr.," dated September 24, 2013 consisting of a Title Page, a Table of Contents Page, and Twenty-One (21) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4548 Dr. Martin Luther King Dr. Area.

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

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

SECTION FOUR. The Blighting Study and Plan for the Area, dated September 24, 2013, ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board

of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

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

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

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

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBE’s and WBE’s established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.

(e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the

Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

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

> If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.
>
> All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds

the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

ATTACHMENT "A"

THE 4548 DR. MARTIN LUTHER KING DR. AREA
LEGAL DESCRIPTION

C.B. 3776 DR MARTIN LUTHER KING DR
100 FT X 250 FT 10 IN
TAYLOR PLACE ADDN
LOT W 73

PARCEL # 3776-00-0010

ATTACHMENT "B"

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
4548 DR. MARTIN LUTHER KING DR.
REDEVELOPMENT AREA
PROJECT# 1794
SEPTEMBER 24, 2013
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
4548 DR. MARTIN LUTHER KING DR. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4548 Dr. Martin Luther King Dr. Redevelopment Area ("Area") encompasses approximately 0.58 acres in the Lewis Place neighborhood of the City of St. Louis ("City") and is located on the south side of Dr. Martin Luther King Dr. between Deer St. and N. Taylor Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 3776.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (“Project Area Plan-Existing Uses and Conditions”) and enumerated in Exhibit “F” “Blighting Report”.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 10.8% unemployment rate for the City for the month of July, 2013. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied commercial building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 7.85 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in zones designated "G" Local Commercial and Office by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2012) designates it as a Neighborhood Commercial Area (NCA).

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2012). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are approximately 3-5 new full-time jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Urban Design Regulations

1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design. There shall be no barring, boarding, or covering of windows. All mechanical systems (HVAC, electrical of at least 200 amps, and plumbing) shall meet current building codes of the City.

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set

the standard of compatibility for any proposed new construction or alteration.

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

c. Landscaping and Sidewalk Maintenance

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

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

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

d. Fencing

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

9. PARKING REGULATIONS

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

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least ten (10) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

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

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

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

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a

canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and

the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, RSMo. as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

improvements erected or to be erected in the Area, or any part thereof.

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by City ordinance, and for additional five (5) year periods unless before the commencement of any such five (5) year period the St. Louis Board of Aldermen shall terminate this Plan at the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

THE 4548 DR. MARTIN LUTHER KING DR. AREA
LEGAL DESCRIPTION

C.B. 3776 DR MARTIN LUTHER KING DR
100 FT X 250 FT 10 IN
TAYLOR PLACE ADDN
LOT W 73

PARCEL # 3776-00-0010

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

EXHIBIT "F"

BLIGHTING REPORT FOR THE
4548 DR. MARTIN LUTHER KING DR. REDEVELOPMENT AREA

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

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

Subject Property is: _____ vacant land _____ unoccupied residential
_____X_____ unoccupied/occupied commercial

Subject Property is: _____X_____ secured _____ unsecured

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

If answer is yes, explain: _____

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

The subject property _____X_____ has _____ has not deterioration of site conditions
If answer is yes, explain: The property is unoccupied. As such, it is subject to illegal dumping, rat infestation, and use by transients.

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

The subject property _____X_____ has _____ as not conditions which endanger life or property by fire or other cause.
If answer is yes, explain: The property is unoccupied. As such, it is subject to illegal dumping, rat infestation, and use by transients.

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

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

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

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

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

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

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

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

(Exhibit "G' - Additional information or missing text is on File in the Register's Office.)

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.

Applicable Objective Numbers	Summary of Applicability
I. - F1	The rehabilitation of this property in its current status exemplifies the ability to achieve sustainability.
I. - H4	The developer shall promote brownfield redevelopment by eliminating waste and contamination during the renovation process of this property.
III. - F1	Blighting and environmental health hazards are addressed by rehabilitating this property and upgrading it to a livable status.
IV. - A5	The proposed plans for this property include vertical circulation, a clearly defined means of egress and updated building materials which provide a safe environment for potential residents.
IV. - B6	The rehabilitation of this property will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint throught the building.
V. - G5	The rehabilitation of this property encourages the re-use of materials and divert waste from land-fills by salvaging major building components and materials to be re-used.
VI. - SAA	This is the Sustainability Impact Statement as required for all new City development
VI. - B2	This plan provides for small scale redevelopment with economic incentives
VI. - D5	Based on the scale, amenities and location of this property, it shall become eligible to market and encourage living in the City to recent college graduates upon its completion.
VI. - SAA	The redevelopment of this property promotes flexible development approaches by developers, land owners and business firms.
VI. - SAA	This property shall be remediated.

Approved: December 30, 2013

ORDINANCE NO. 69640 - EXHIBITS B, C & D

Exhibit B
Project Area Plan
4548 Dr. Martin Luther King Dr.
Existing Uses and Conditions
Unoccupied Commercial Use, Fair Condition
Project Area Boundary
Buildings
City Block Number

Exhibit C
Project Area Plan
4548 Dr. Martin Luther King Dr.
Proposed Land Uses
Commercial Use
Project Area Boundary
Buildings
City Block Number

Exhibit D
Project Area Plan
4548 Dr. Martin Luther King Dr.
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number

ORDINANCE #69641
Board Bill No. 225

An ordinance approving a blighting study and redevelopment plan dated October 22, 2013 for the 1171-1269 Hodiamont Ave. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that some of the property within the Area is occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

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

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 1171-1269 Hodiamont Ave. Redevelopment Area" dated October 22, 2013, consisting of a Title Page; a Table of Contents Page, twenty-one (21) numbered pages including Exhibits "C" – "G" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 1171-1269 Hodiamont Ave. Area (“Area”). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit “F” (“Blighting Report”) to the Blighting Study and Redevelopment Plan for the Area dated October 22, 2013 which is attached hereto, and labeled Attachment “B” and incorporated herein by reference (“Plan”).

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

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

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

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

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

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

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

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

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

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

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative

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

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

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

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

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, “MBEs”) and Women's Business Enterprises ("as further defined below (“WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

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

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

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

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

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

> If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall lease such property.
>
> All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

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

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

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

ATTACHMENT "A"

1171-1269 HODIAMONT AVE. AREA
LEGAL DESCRIPTION

C.B. 2987 SKINKER PARKWAY
1224.824 FT/ IRREG X 265.455 FT/
219.51 FT
ALPHA SUBDN
LOTS 203 & 6, VAC HODIAMONT

PARCEL # 2987-00-0300

ATTACHMENT "B"

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
1171-1269 HODIAMONT AVE. REDEVELOPMENT AREA

PROJECT# 1777
OCTOBER 22, 2013
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
1171-1269 HODIAMONT AVE. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 1171-1269 Hodiamont Ave. Redevelopment Area ("Area") encompasses approximately 8.04 acres in the West End neighborhood of the City of St. Louis ("City") and is located on the west side of Hodiamont Ave. between Page Ave. and Etzel Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 2987.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (“Project Area Plan-Existing Uses and Conditions”) and enumerated in Exhibit “F” “Blighting Report”.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 9.9% unemployment rate for the City for the month of August, 2013. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include occupied apartment buildings.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 10.30 persons per acre.

5. CURRENT ZONING

The Area is currently zoned “F” Local Commercial and “B” Two Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan (“Plan”) by reference.

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. This Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit G).

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in zones designated "F" Local Commercial and "B" Two Family Dwelling District with approved exceptions. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2012) designates it as a Opportunity Area (OA).

3. PROPOSED ZONING

The proposed zoning for the Area is "F" Local Commercial and "B" Two Family Dwelling District with approved exceptions. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2012). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the

Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Urban Design Regulations

1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

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

c. Landscaping and Sidewalk Maintenance

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

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

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

d. Fencing

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

1171-1269 HODIAMONT AVE. AREA
LEGAL DESCRIPTION

C.B. 2987 SKINKER PARKWAY
1224.824 FT/ IRREG X 265.455 FT/
219.51 FT
ALPHA SUBDN
LOTS 203 & 6, VAC HODIAMONT

PARCEL # 2987-00-0300

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

EXHIBIT "F"

BLIGHTING REPORT FOR THE
1171-1269 HODIAMONT AVE. REDEVELOPMENT AREA

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

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

Subject Property is: _____ vacant land _____X_____ unoccupied residential
_____ unoccupied/occupied commercial

Subject Property is: _____X_____ secured _____ unsecured

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Additional text for this Ordinance is "on File in the Register's Office.)

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.

Applicable Objective Numbers	Summary of Applicability
I. - F1	The rehabilitation of this property in its current status exemplifies the ability to achieve sustainability.
I. - H4	The developer shall promote brownfield redevelopment by eliminating waste and contamination during the renovation process of this property.
III. - F1	Blighting and environmental health hazards are addressed by rehabilitating this property and upgrading it to a livable status.
IV. - A5	The proposed plans for this property include vertical circulation, a clearly defined means of egress and updated building materials which provide a safe environment for potential residents.
IV. - B6	The rehabilitation of this property will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint throught the building.
V. - G5	The rehabilitation of this property encourages the re-use of materials and divert waste from land-fills by salvaging major building components and materials to be re-used.
VI. - SAA	This is the Sustainability Impact Statement as required for all new City development
VI. - B2	This plan provides for small scale redevelopment with economic incentives
VI. - D5	Based on the scale, amenities and location of this property, it shall become eligible to market and encourage living in the City to recent college graduates upon its completion.
VI. - SAA	The redevelopment of this property promotes flexible development approaches by developers, land owners and business firms.
VI. - SAA	This property shall be remediated.

Approved: December 30, 2013

ORDINANCE NO. 69641 - EXHIBITS B, C & D

Exhibit B
Project Area Plan
1171-1269 Hodiamont Ave.
Existing Uses and Conditions
Occupied and Unoccupied Residential, Fair Condition
Project Area Boundary
Buildings
1234 City Block Number

Exhibit C
Project Area Plan
1171-1269 Hodiamont Ave.
Proposed Land Uses
Residential Use
Project Area Boundary
Buildings
1234 City Block Number

Exhibit D
Project Area Plan
1171-1269 Hodiamont Ave.
Project Acquisition Map
123 Parcel Number
Project Area Boundary
Buildings
1234 City Block Number

ORDINANCE #69642
Board Bill No. 230

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in an irregular portion of Pattison beginning approximately 190 feet east of Hereford and continuing eastwardly 210 feet to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of Pattison Avenue, 60 feet wide, lying south a tract of land conveyed to St. Louis Properties, LLC, by Deed recorded in Book 0315012, Page 0113 of the City of St. Louis Records, and being shown as the eastern part of Lot 1 and western part of Lot 2 of Fairmount, and in City Block 4088 of the City of St. Louis Records, and north of the Sound Barrier Wall along Missouri Interstate 44 in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the Southwest corner of said City Block 4088, being the intersection of the Easterly line of Hereford Street, 50 feet wide, with the Northerly line of said Pattison Avenue; thence along the Northerly line of said Pattison Avenue, south 82 degrees 34 minutes 53 seconds East, 190.00 feet to the Southwestern corner of said St. Louis Properties, LLC property and the true Point of Beginning of the tract of land herein described; thence continuing along the Northerly line of said Pattison Avenue, South 82 degrees 34 minutes 53 seconds East, 210.00 feet to the Southeastern corner of said St. Louis Properties, LLC property; thence along the Southerly projection of the Easterly line of said St. Louis Properties, LLC property, South 08 degrees 54 minutes 17 seconds West, 16.16 feet to a point being 3.00 feet North of the Northerly edge of the said Sound Barrier Wall along Missouri Interstate 44; thence along a line, parallel with and 3.00 feet North of the Northerly edge of said Sound Barrier Wall, along a curve concave to the North, which radius point bears North 03 degrees 41 minutes 07 seconds West and having a radius of 2456.82 feet, Westwardly, 94.82 feet to a point of continuous curve; thence continuing along the line, parallel with the Northerly edge of said Sound Barrier Wall, along a curve concave to the North, which radius point bears North 01 degree 28 minutes 26 seconds West and having a radius of 477.75 feet, Westwardly, 49.86 feet to a point of continuous curve; thence continuing along the line, parallel with the Northerly edge of said Sound Barrier Wall, along a curve concave to the North, which radius point bears North 04 degrees 30 minutes 21 seconds East and having a radius of 18173.52 feet, Westwardly, 67.75 feet to the Southerly projection of the Westerly line of said St. Louis Properties, LLC property; thence along the Southerly projection of the Westerly line of said St. Louis Properties, LLC property, North 08 degrees 54 minutes 17 seconds East 41.07 feet to the True Point of Beginning, according to Survey Number 201443-A, executed by James Surveying Company, during the month of August, 2012, and containing 6,721 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: St. Louis Properties will use proposed vacated area to provide expanded parking lot. The Water Division has a 6" water main with appurtenances in Pattison in the area of the proposed vacation. The Water Division will require an easement for the main and appurtenances allowing for uninhibited access for the purpose of maintenance and repair and clear access to the fire hydrant both by the Water Division and the Fire Department. No construction of any kind can occur on or above the easement without the prior review and approval of the Water Commissioner.

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

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

accomplished upon proper City permits.

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

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

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

1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.

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

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

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

Approved: December 30, 2013

ORDINANCE #69643
Board Bill No. 231

An ordinance approving a Redevelopment Plan for the 111 Winnebago St. ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated September 24, 2013 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis (“Planning Commission”) and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 111 Winnebago St.," dated September 24, 2013 consisting of a Title Page, a Table of Contents Page, and Twenty-Two (22) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 111 Winnebago St. Area.

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

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the

Statute, and the Area is blighted as defined
in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated September 24, 2013, ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

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

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

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

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBE’s and WBE’s established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.

(e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

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

> If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be taxexempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.
>
> All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

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

intent of the Plan. The Plan may be otherwise modified (e.g. development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

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

ATTACHMENT "A"

THE 111 WINNEBAGO AREA
LEGAL DESCRIPTION

PARCEL #1
C.B. 1768 WINNEBAGO
4.914 ACRES
MARINE HOSPITAL TR ADDN
IRREGULAR TRACT

PARCEL # 1768-00-0020

PARCEL #2
C.B. 1768 MIAMI
8.181 ACRES
MARINE HOSPITAL TR ADDN
BOUNDED N-MIAMI W-MARINE

PARCEL # 1768-00-0010

ATTACHMENT "B"

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
111 WINNEBAGO ST. REDEVELOPMENT AREA
PROJECT# 1805
SEPTEMBER 24, 2013
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
111 WINNEBAGO ST. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 111 Winnebago St. Redevelopment Area ("Area") encompasses approximately 13.1 acres in the Marine Villa neighborhood of the City of St. Louis ("City") and is located on the north side of Winnebago St. between

Kosciusko St. and Marine Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1768.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 9.9% unemployment rate for the City for the month of August, 2013. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied U.S. government records warehouse building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 6.45 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

The proposed land use for the Area is commercial warehouse use permitted in zones designated "J" Industrial District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use the property within the Area for the following:

pawn shops; adult bookstores; X-rated movie houses; massage parlors; health spas; auto and truck dealers (new

or used); pinball and video arcades; pool halls; secondhand or junk shops; tattoo or piercing parlors; barber shops or beauty salons; truck or other equipment rentals requiring outside storage; blood donor facilities; package liquor stores; establishments selling or providing liquor; restaurants; grocery, retail or wholesale stores; service center; offices other than as ancillary to warehousing; places of assembly; places of entertainment; outdoor sales, distribution, displays, or food preparation; laundromat or cleaners dropoff; exterior telephones; lottery ticket sales; cigarette, cigar, or smoke shop; check cashing centers; title loans; rent-to-own stores; any use that utilizes a sales or service window or facility for customers who are walking or in vehicles, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises; open storage; automobile, truck, or motorized vehicle service facilities; motor fuel pumping stations; detailing or car washes; dyeing and cleaning works; storage of hazardous materials; private clubs and lodges; rooming and boarding houses; utility stations; utility towers; nail shops; beeper or pager shops; residential uses; commercial uses other than warehousing; industrial uses; and billboards and signs in excess of City ordinance allowance for the business.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the “Strategic Land Use Plan” (as amended 2012) designates it as a Business/Industrial Preservation Area (BIPA).

3. PROPOSED ZONING

The zoning for the Area needs to be rezoned from “B” Two-Family Dwelling District to "J" Industrial District with a Use District Zoning Overlay to Restrict Use to Warehousing Distribution. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan” (as amended 2012). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

There will be 50 new full-time jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

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

Truck traffic entry to the Area will be from President Street to Miami Street into the Area. No trucks will enter Marine Avenue or Winnebago Street. Entries and internal truck traffic will be separated from auto traffic and parking. All current vehicular entrances and exits on Marine Avenue will be eliminated by fencing them and landscaping them.

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

7. BUILDING AND SITE REGULATIONS

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

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement

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

8. URBAN DESIGN

a. Urban Design Objectives

The property in the Area shall be redeveloped such that it is an attractive warehouse distribution asset to the surrounding neighborhood.

b. Urban Design Regulations

1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design. There shall be no barring, boarding, or covering of windows. All mechanical systems (HVAC, electrical, and plumbing) shall meet current building codes of the City.

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

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

7.) **Docks** may be on the Marine Avenue side of the structure and shall extend no farther south than north of a line drawn perpendicular from the southern edge of 3637 Marine Avenue. There also may be two additional docks off of Kosciusko on the north (Miami) side of the structure. There are also current docks on the Kosciusko Street side of the building near Winnebago Street that may remain to service 2 ton or less trucks.

c. Landscaping and Sidewalk Maintenance

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

Ornamental or shade trees should be provided in the front lawns along Marine Avenue and Winnebago St. with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

Provide natural berm and/or landscaping between the Marine Avenue side loading docks, the new entrance drive and the residences along Marine Avenue.

d. Fencing

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

9. PARKING REGULATIONS

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

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

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

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

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

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

THE 111 WINNEBAGO AREA
LEGAL DESCRIPTION

PARCEL #1
C.B. 1768 WINNEBAGO
4.914 ACRES
MARINE HOSPITAL TR ADDN
IRREGULAR TRACT

PARCEL # 1768-00-0020

PARCEL #2
C.B. 1768 MIAMI
8.181 ACRES
MARINE HOSPITAL TR ADDN
BOUNDED N-MIAMI W-MARINE

PARCEL # 1768-00-0010

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

EXHIBIT "F"

BLIGHTING REPORT FOR THE
111 WINNEBAGO ST. REDEVELOPMENT AREA

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

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

Subject Property is: _____ vacant land _____ unoccupied residential
_____X_____ unoccupied/occupied commercial

Subject Property is: _____X_____ secured _____ unsecured

The subject property _____X_____ has _____ has not a predominance of defective or inadequate streets
If answer is yes, explain: Streets not conducive to truck traffic.

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

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

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

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

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

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

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

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

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

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

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

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

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

The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.

Applicable Objective Numbers	Summary of Applicability
I. - F1	The rehabilitation of this property in its current status exemplifies the ability to achieve sustainability.
I. - H4	The developer shall promote brownfield redevelopment by eliminating waste and contamination during the renovation process of this property.
III. - F1	Blighting and environmental health hazards are addressed by rehabilitating this property and upgrading it to a livable status.
IV. - A5	The proposed plans for this property include vertical circulation, a clearly defined means of egress and updated building materials which provide a safe environment for potential residents.
IV. - B6	The rehabilitation of this property will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint throught the building.
V. - G5	The rehabilitation of this property encourages the re-use of materials and divert waste from land-fills by salvaging major building components and materials to be re-used.
VI. - SAA	This is the Sustainability Impact Statement as required for all new City development
VI. - B2	This plan provides for small scale redevelopment with economic incentives
VI. - D5	Based on the scale, amenities and location of this property, it shall become eligible to market and encourage living in the City to recent college graduates upon its completion.
VI. - SAA	The redevelopment of this property promotes flexible development approaches by developers, land owners and business firms.
VI. - SAA	This property shall be remediated.

Approved: December 30, 2013

ORDINANCE NO. 69643 - EXHIBITS B, C & D

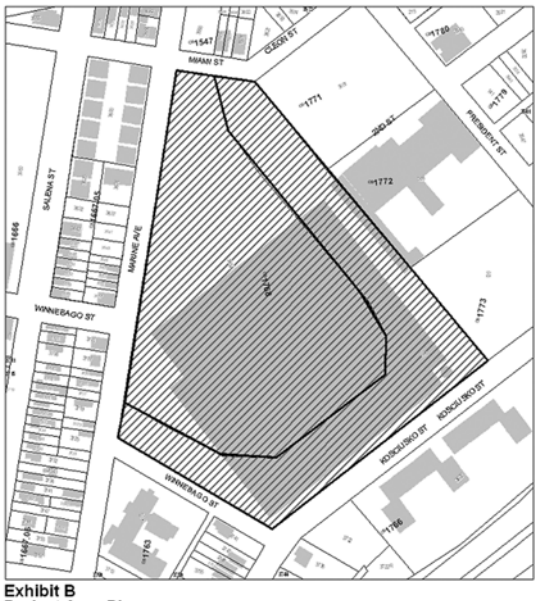


Exhibit B
Project Area Plan
111 Winnebago St.
Existing Uses and Conditions
Unoccupied Commercial, Fair Condition
Project Area Boundary
Buildings
City Block Number

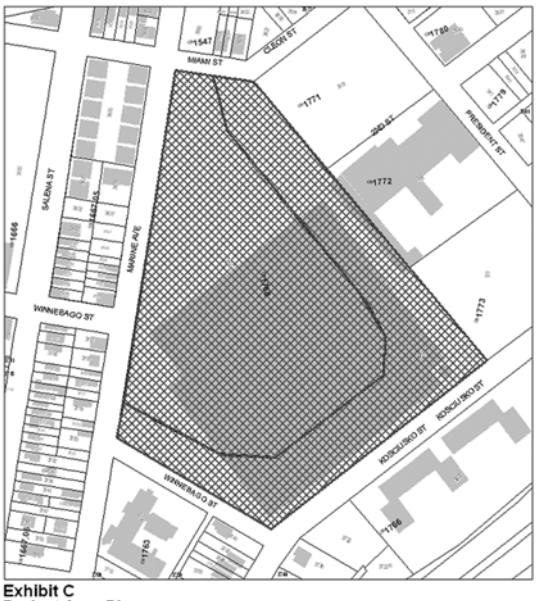


Exhibit C
Project Area Plan
111 Winnebago St.
Proposed Land Uses
Commercial Use
Project Area Boundary
Buildings
City Block Number

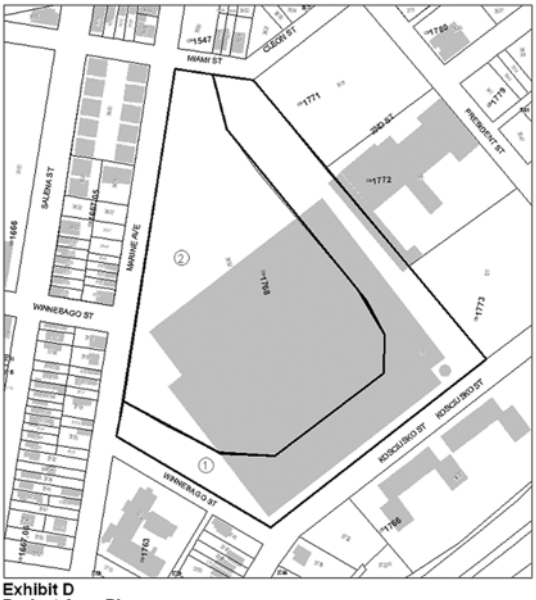


Exhibit D
Project Area Plan
111 Winnebago St.
Project Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number

ORDINANCE #69644
Board Bill No. 234

An ordinance pertaining to Special Use Districts; establishing The Marine Winnebago Kosciusko Warehouse Area Special Use District (hereinafter the "District"); providing definitions and findings pertaining to said District; and further providing use regulations for said District;

WHEREAS, Ordinance 66941, codified at Chapter 26.73 of the Revised Code of the City of St. Louis, provides for the establishment of Special Use Districts (hereinafter "SUD"); and

WHEREAS, the purpose for creation of an SUD as an overlay zoning district for a specific Zoning Districts area should be to assist in the implementation of the Strategic Land Use Plan, Commercial District Redevelopment Plan(s) and/or an adopted Neighborhood Plan for a specific geographic area of at least two (2) contiguous acres per a metes and bounds legal description; and

WHEREAS, there have been several Marine Villa neighborhood planning and zoning efforts including the 111 Winnebago St. Chapter 99 Redevelopment Plan (2013), the Rezoning of the Lemp Brewery site (2007), the Marine Villa Neighborhood National Register District, and the Cherokee Lemp Brewery Local Historic District (1980), as well as an ongoing planning effort for an SUD along Meramec Street in the Twentieth Ward and general land use planning for all of the Twentieth Ward via the Strategic Land Use Plan (2005), and that this specific SUD is not in conflict with any such plans, strategies or studies; and

WHEREAS, the purpose for creation of an SUD as an overlay zoning district for a specific Zoning Districts area should also respond to well-defined health, safety, moral and/or general welfare problems, and shall state the problems addressed by any use being prohibited or limited within the SUD area; and

WHEREAS, this specific SUD is being adopted as an overlay district to reflect the character within the industrial zoning of The Marine Winnebago Kosciusko Warehouse Area ("J" Industrial District), which contains existing and potential land uses with health, safety and/or general welfare problems.

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

SECTION ONE. Definitions.

A) Except for terms defined below in this section, all terms used herein in this Ordinance shall have the same meaning as those defined in Title 26 (hereinafter the "Zoning Code") of the Revised Code of the City of St. Louis, 1994, Annotated (hereinafter the "Revised Code").

B) "Lawfully occupied" shall mean that on the effective date of this Ordinance, or on the effective date of any amendment to this Ordinance, a business owner or operator of a business within the District held a valid occupancy permit and a valid business license from the City of St. Louis.

C) "Nonconforming use" means any building, structure or land lawfully occupied with a use on the effective date of this Ordinance, or on the effective date of any amendment to this Ordinance, which on said effective date would otherwise be in conflict with one or more of the regulations of The Marine Winnebago Kosciusko Warehouse Area Special Use District.

D) "Nonconforming building" means any building which existed lawfully prior to the effective date of this Ordinance, or on the effective date of any amendment to this Ordinance, which on said effective date would otherwise be in conflict with one or more of the regulations of The Marine Winnebago Kosciusko Warehouse Area Special Use District.

E) "Nonconforming structure" means any structure which existed lawfully prior to the effective date of this Ordinance, or on the effective date of any amendment to this Ordinance, which on said effective date would otherwise be in conflict with one or more of the regulations of The Marine Winnebago Kosciusko Warehouse Area Special Use District.

F) "Standards" means a set of regulations or site requirements used as a basis for judgment or measurement in reviewing reports and site plans prepared to explain a proposed use or operation.

G) "Warehouse / Distribution Operation" means any building, structure or land lawfully occupied for

warehouse and /or distribution uses including office space directly related to such operation, but excluding wholesale businesses and public storage, as well as including packaging and unpackaging materials to be warehoused that are coming to, and leaving from, the facility, and assembling displays for materials that are directly related to such operation.

SECTION TWO. Findings. The Board of Aldermen hereby finds as follows:

A) The Special Use District (hereinafter "SUD") established in this Ordinance will assist in the implementation of the Strategic Land Use Plan for a specific geographic area of at least two (2) contiguous acres per metes and bounds legal description as provided in Section Four, and depicted in Exhibit 1, of this Ordinance (the "Boundaries").

B) The SUD established in this Ordinance as an overlay zoning district for the specific Zoning District currently included within Boundaries of the SUD responds to well-defined health, safety, moral and/or general welfare problems, which problems include, but are not limited to, the following:

a. The SUD site has problems with poor truck access routes from I-55 and with the building's limited loading dock facilities.

b. A truck route from I-55 via Broadway, President, Cleon / Miami and a new entrance drive to west loading docks may solves site access problems, but the improvements could negatively impact residences on Marine with visual, light and noise problems.

c. East loading docks facing Kosciusko are safety, noise, light and visual problems for adjacent residences.

d. Banning truck traffic from adjacent narrow residential streets (Marine, Winnebago & Kosciusko) could prevent safety, noise and visual problems.

e. Dock related noise problems during over-night sleeping hours should be addressed by setting hours-of-operation that 1) close loading docks located less than 100 feet from a residential street right-of –way and 2) limit use of loading docks located between 100 and 200 feet from a residential street right-of-way.

C) It is in the best interest of the residents of the City to establish this SUD Ordinance.

SECTION THREE. SUD Established and Named. There is hereby established The Marine Winnebago Kosciusko Warehouse Area Special Use District (hereinafter, the "District").

SECTION FOUR. SUD Boundaries. The Boundaries (hereinafter, the "Boundaries," or "SUD Boundaries") of The Marine Winnebago Kosciusko Warehouse Area Special Use District are hereby described below by a metes and bounds description of an overall area creating a SUD of approximately 13.1 acres more or less, and depicted in Exhibit 1 attached hereto, hereby made a part of this Ordinance by this reference:

Beginning at the intersection of the centerlines of Marine Avenue and Winnebago Street; and proceeding along the following centerlines and city parcel boundary lines, and their prolongations, in a general clockwise direction northward along Marine to its intersection with Miami Avenue; thence eastward along Miami to its intersection with the eastern boundary of City Parcel Number 1768-00-0020, commonly known as 111 Winnebago; thence southeast along said boundary (parallel to President Street) to its intersection with Kosciusko Street; thence southwest along Kosciusko to its intersection with Winnebago Street; thence westward along Winnebago to the point of beginning.

SECTION FIVE. Permitted Warehouse / Distribution Uses.

A) All existing Warehouse / Distribution Operations currently operating within the Boundaries of the SUD pursuant to a valid occupancy permit held by the existing owner or operator and a valid business license from the City of St. Louis held by such owner or operator shall be considered legal and conforming uses.

B) A non-conforming use within the SUD must be discontinued within no more than thirty (30) days from the date upon which the City issues notice of the non-conforming use. Any Warehouse / Distribution Operations which does not comply with the requirements of Paragraph A of this Section Five as of the date of this Ordinance shall be considered non-conforming uses.

C) No expanded Warehouse / Distribution Operation which involves a building addition for warehouse or distribution uses (excluding loading docks and other facilities utilized to access a building) shall be permitted within the Boundaries of the SUD, and any such expanded operation shall be a non-conforming use.

D) No new owner or operator of an existing Warehouse / Distribution Operation in the SUD Area shall be granted an occupancy permit for such existing Operation unless such new owner or operator accepts all conditions upon which previous permits and licenses for such Operation were based.

E) If a new owner or operator of an existing Warehouse / Distribution Operation in the SUD Area applies for an occupancy permit more than one hundred eighty (180) days after the transfer of ownership, such application shall be denied.

F) New Warehouse / Distribution Operations proposed within the Boundaries of the SUD shall submit for review by the Zoning Section 1) a report addressing how will meet the Standards of Paragraph G and 2) a site plan showing the location and size of all buildings and structures, location of existing and proposed vehicular entrances, location of all existing and proposed loading docks, location and number of parking spaces, location and height of fencing, and location and size/height of existing and proposed major landscaping features such as tree cover, berms and groups of shrubs.

G) Standards for a Warehouse / Distribution Operation: The following standards shall be used by the Zoning Section in reviewing the submitted report and site plan for Warehouse / Distribution Operations within the Boundaries of the SUD.

1) Driveway Access to Loading Areas: Only a truck route using President, Cleon / Miami and a new driveway shall be used by trucks accessing west loading docks. Any driveway from Marine to the west loading docks shall be removed. Trucks shall only use President and Kosciusko to access east loading docks. Also, trucks should be discouraged from using Marine, Winnebago and the residential part of Kosciusko south of the SUD.

2) Driveway Access to Parking Areas: Vehicular access to car parking areas shall be separate from vehicular access to loading areas. Vehicular access to a car parking lot shall be limited to Winnebago and the southern portion of Marine. The existing northern Marine driveway and the drive between the west loading docks and the car parking lot shall be removed.

3) Parking: The number and type of vehicles and the configuration of parking areas shown on the site plan may be limited based on existing and / or anticipated problems of parking areas on adjacent residences.

4) Hours of Operation: The hours of operation for specific facilities such as loading docks may be limited based on existing and /or anticipated problems of proposed operation on adjacent residences, especially during night-time sleeping hours (such as 7:00 a.m. to 10:00 p.m.).

5) Lighting: The lighting should be appropriate for the size and operation on the site, with lighting shielded to protect adjacent residences across the street.

6) Fencing: The fencing may be chain link with a black matte finish or ornamental metal fence up to six (6) feet in height with no barb wire.

7) Landscaping: The site shall be well-landscaped. Perimeter street trees of a minimum of 2-1/2 inches and generally 30-35 feet on center, depending on tree type, utilities, curb cuts, etc., shall be provided along all public streets preferably

in tree lawns along the curb. Ornamental or shade trees and evergreen accent shrubs shall be provided in lawn areas adjacent to the parking area. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half feet high on planting and maintained at three and one-half feet high at maturity. Berms and landscaping shall be positioned between the west loading docks and residences along Marine of adequate height and breath to contain light, noise and view of trucks and the operation of the west loading docks from Marine.

8) Signage: All new signs shall be limited as set out in the City Code, and agreements between the LCRA and the Redevelopers per a uniform signage plan for the entire SUD site, with signage limited to those identifying the names and/or business of the person or firm occupying the premises.

H) New owners or operators of existing Warehouse / Distribution Operation sites in the SUD Area may appeal denials to the City's Board of Adjustment, provided that such appeals are made within 30 days after the permit application is denied. All owner or operators appealing the denial of an occupancy permit to the City's Board of Adjustment, in addition to explaining the practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning code for which a variance of the application of the zoning code is sought, shall also address the manner in which such owner or operator will meet the Standards set forth in Section Five, Paragraph G of this Ordinance and provide a site plan showing the location and size of all buildings and structures, location of existing and proposed vehicular entrances, location of all existing and proposed loading docks, location and number of parking spaces, location and height of fencing, and location and size/height of existing and proposed major landscaping features such as tree cover, berms and groups of shrubs.

I) The Board of Adjustment's decision to approve a variance based on the Standards listed in Section Six, Paragraph G shall be valid but revocable after a period of one (1) year has elapsed after issuance if during which time the applicant has failed to fully meet all conditions, if any, and implement the approved site plan. The City shall issue the permits only after the work required to implement the approved site plan and conditions related to the issuance of the permit, if any, is complete and such completion is verified by the Zoning Administrator or Zoning Section staff.

SECTION SIX. Prohibited Uses. A building, structure or premises may be used for any purpose not restricted in Section Five of this Ordinance if it is a purpose otherwise allowed in the respective Zoning District in which it is located except for the following uses, which are hereby prohibited:

A) Commercial Retail Uses including but not limited to bakery, bars and taverns, beauty supply stores, carry-out restaurants, cell phone shops, convenience stores, clothing stores, drug stores, gift shops, grocery stores, hardware stores, package liquor stores, rent-to-own shops, restaurants, secondhand / junk clothing or retail stores, smoke shops, wholesale stores and similar commercial retail uses;

B) Commercial Office Uses including but not limited to professional and general offices, but not including offices related to a warehouse (i.e. Warehouse / Distribution Operation) and similar commercial office uses.

C) Commercial Service Uses including but not limited to barber and beauty shops, dry cleaning shops, financial institutions, funeral parlors, nail shops, printing shops, private clubs and lodges; repair shops and similar commercial service uses;

D) Vehicle Service Uses including but not limited to automobile / vehicle service facilities, auto and truck dealers, car washes, equipment / vehicle rental facilities, motor fuel pumping stations and similar vehicle services uses.

E) Industrial Uses including industrial and manufacturing facilities, but not including warehouses (i.e. Warehouse / Distribution Operation).

F) Adult book stores, adult motion picture theaters, adult peep shows and massage establishments:

G) Check-cashing and short-term loan establishments;

H) Establishments selling or providing liquor;

I) Blood and plasma donor facilities that pay donors for their blood and plasma;

J) Restaurants that sell products to consumers who are in cars or who consume the sold product in cars parked on the restaurant premises or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customers either on or off the premises;

K) Any use that utilizes a sales or service window or facility for customers who are walking or in vehicles;

L) Open storage;

M) Outdoor sales, distribution, displays, or food preparation;

N) Lottery ticket sales;

O) Places of assembly or entertainment;

P) Outdoor pay telephones

SECTION NINE. Nonconforming Uses: Appeals. Notwithstanding any provisions of the Zoning Code to the contrary:

A) All businesses lawfully operating within the District on the effective date of this Ordinance, which such business or use would otherwise be prohibited, shall hereby be considered legal and nonconforming uses;

B) But if any such existing business within the District does not have a valid occupancy permit held by the existing owner or operator and a valid business license from the City of St. Louis held by such owner or operator, such business and use must be discontinued within no more than thirty (30) days from the date upon which the City issues notice of such unlawful occupancy or use.

C) No new owner or operator of a nonconforming use within the District shall be granted an occupancy permit to continue any such nonconforming use unless such new owner or operator accepts all conditions upon which previous permits and licenses for such operation were based, if any.

D) If a new owner or operator of a nonconforming use within the District applies for an occupancy permit more than thirty (30) days after the transfer of ownership, such application shall be denied.

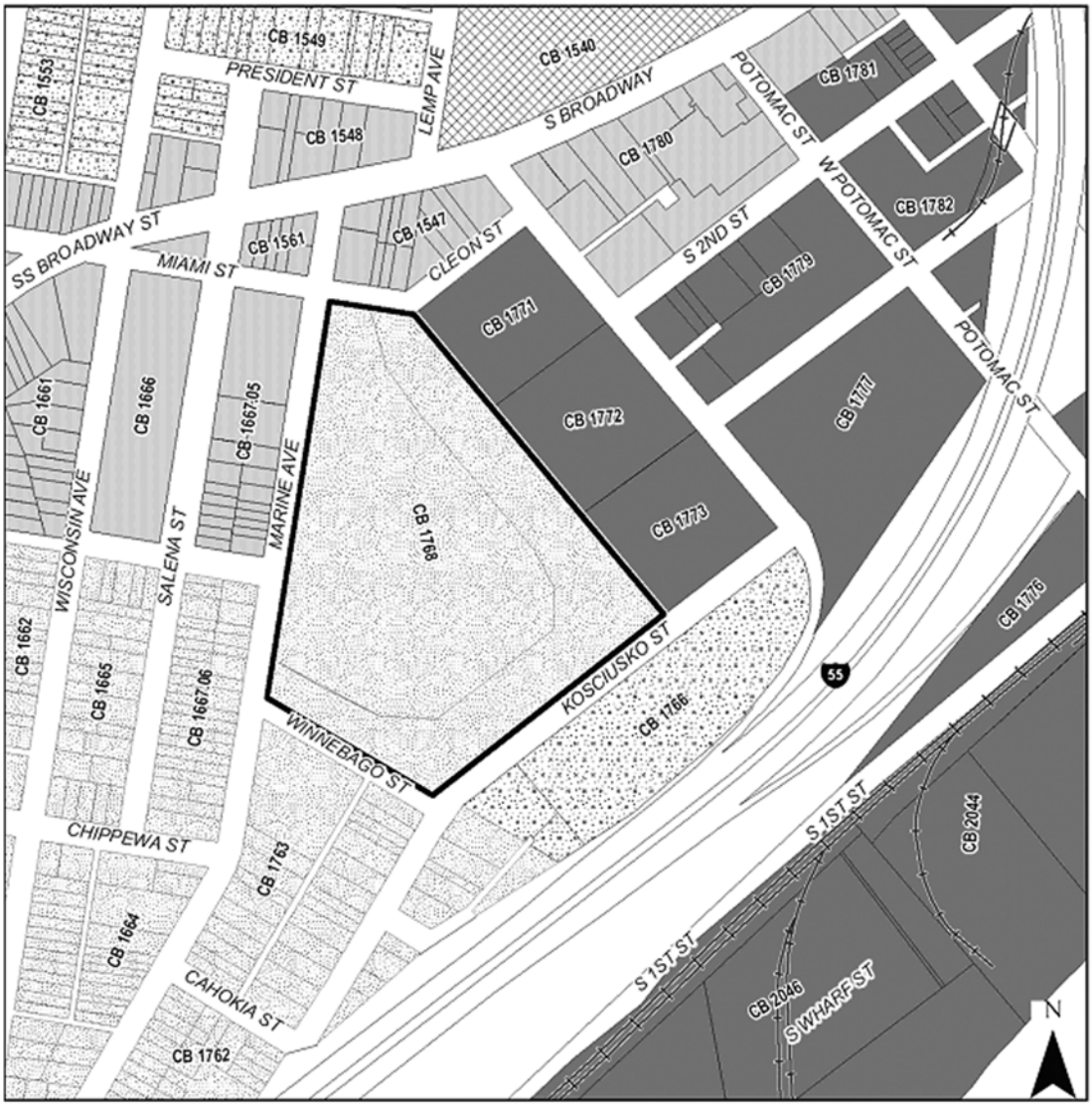
E) If an owner or operator of a nonconforming use within the District discontinues its operations for more than one hundred eighty (180) days, any subsequent use in such a building, structure or premises shall conform to the regulations of the District.

F Expanding legal nonconforming uses, or structural alterations to nonconforming buildings or structures, within the District are prohibited; and the City shall deny applications for any such expansion and/or structural alternations that do not comply with District regulations.

G) Owners or prospective owners or operators may appeal permit denials to the City's Board of Adjustment pursuant to the provisions of Chapter 26.84 of the Zoning Code, provided that any such appeals are made within thirty (30) days after a permit application is denied.

EXHIBIT 1

Boundaries



Current Zoning District

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

Marine Winnebago Kosciusko Warehouse Special Use District (SUD)

PDA-121-13-SUD

Rezoning Area

SUD Area

CITY OF ST. LOUIS
PLANNING & URBAN DESIGN AGENCY
FRANCIS G. SLAY, Mayor

Approved: December 30, 2013