

**ORDINANCE #69697
Board Bill No. 299**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the "Second Amendment To East Terminal Agency Agreement" (the "Second Amendment") to the East Terminal Agency Agreement AL-446 at Lambert-St. Louis International Airport®, between the City and Airport Terminal Services, Inc., dated December 27, 2007, and authorized by City Ordinance No. 67787, approved November 30, 2007, as amended by the First Amendment dated February 27, 2013, which was authorized by City Ordinance 69368, approved January 16, 2013 (collectively referred to herein as the "Agreement"); the Second Amendment, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the "Second Amendment To East Terminal Agency Agreement" (the "Second Amendment") to the East Terminal Agency Agreement AL-446 at Lambert-St. Louis International Airport®, between the City and Airport Terminal Services, Inc., a Missouri corporation, dated December 27, 2007, which was authorized by City Ordinance No. 67787, approved November 30, 2007, as amended by the First Amendment dated February 27, 2013, which was authorized by City Ordinance 69368, approved January 16, 2013 (collectively referred to herein as the "Agreement"); the Second Amendment was approved by the City's Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

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

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

"Attachment 1"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



SECOND AMENDMENT TO EAST TERMINAL AGENCY AGREEMENT

AIRPORT TERMINAL SERVICES, INC.

NO. AL-446

AL-446

**SECOND AMENDMENT
TO
EAST TERMINAL AGENCY AGREEMENT**

THIS SECOND AMENDMENT, entered into this ____ day of _____, 2014, ("**Second Amendment**"), between the City of St. Louis, a municipal corporation of the state of Missouri ("**City**") and Airport Terminal Services, Inc., a

corporation organized and existing under the laws of the State of Missouri (“**Agent**”) is an amendment to the East Terminal Agency Agreement dated December 27, 2007, which was authorized by Ordinance 67787, approved November 30, 2007, as amended by the First Amendment, dated February 27, 2013, which was authorized by Ordinance 69368, approved January 16, 2013 (the “**First Amendment**”) (collectively referred to herein as the “**Agreement**”).

WITNESSETH, THAT:

WHEREAS, the City and Agent are parties to the Agreement;

WHEREAS, the City and Agent desire to enter this Second Amendment to their respective benefit;

NOW, THEREFORE, for and in consideration of the promises, the mutual covenants and agreements herein contained, and other valuable considerations, the City and Agent agree as follows:

SECTION 1. The effective date of this Second Amendment shall be March 1, 2014.

SECTION 2. Section 401. Term., of the Agreement is hereby modified to add a new fourth paragraph as set out below.

“Notwithstanding the foregoing, the Term of this Agreement is hereby extended for one (1) year and shall now terminate on December 31, 2015.”

SECTION 3. Section 502. Agency Fees., of the Agreement is hereby modified adding the following new paragraph.

“Notwithstanding anything in this Section 502 to the contrary, beginning March 1, 2014, and ending at the expiration of the Term of this Agreement, the Minimum Annual Guarantee in effect shall be zero (\$0) and the Percentage in effect shall be ten percent (10%).”

SECTION 3. Sections 506. Facility Use Fee., 508. Per Turn Gate Fee., and 509. .Fuel Flowage Fee., are deleted in their entirety.

SECTION 4. Section 507. Collection of Fees., is deleted in its entirety and is substituted with the following in lieu thereof:

“Section 506. Collection of Fees., Agent will collect and remit the following fees, which are shown on **Exhibit “B”**, attached hereto and made part hereof, from each aircraft operator of scheduled, non-scheduled, charter, or other passenger aircraft; and, cargo aircraft as it pertains to landing fees and fuel flowage fees only, as applicable. Agent acknowledges and agrees the Exhibit B may be amended or modified from time to time by Notice from the Director, on behalf of the City, without the Agents consent or approval and without a formal amendment to this Agreement.

- A. Landing Fee
- B. Fuel Flowage Fee
- C. Airport Facility Use Fee
- D. Federal Inspection Service Fee
- E. City Controlled Gate Use Fee
- F. Other fees established from time to time by City

All fees listed above will be collected from those aircraft operators who are not listed on the most current list issued by City, of aircraft operators having an agreement with City for use of the Airport and from aircraft operators which City has designated to be on a cash basis. Agent shall not collect items A. and B. above, but shall collect fees for items C., D, E. and F. above, from aircraft operators that are listed on the most current list issued by the City, of aircraft operators having an agreement with the City for use of the Airport.

With the exception of item C. above (Airport Facility Use Fee), Agent may retain fifteen percent (15%) of the fees collected under this Section 506. Agent will remit the balance of the fees to the City on or before the 15th day of the second and each succeeding month of the Term hereof. The payment thereon for the final month of the Term hereof will be submitted on the 15th day of the next succeeding month. If Agent fails to collect the fees from these categories of aircraft operators in accordance with the provisions of this Agreement, then the Agent will promptly and timely pays such fees from its own resources.”

SECTION 5. The following Sections are assigned new Section number sequencing as follows:

EXHIBIT "B"

**The City of St. Louis
Lambert-St. Louis International Airport®
Schedule of Fees and Charges
(3 pages including cover)**

**The City of St. Louis
Lambert-St. Louis International Airport®
Schedule of Fees and Charges**

Effective August 2, 2006

This Schedule of Fees and Charges is hereby established for the use of the Lambert-St. Louis International Airport ("Airport"), its landing field, hangars, and space in buildings located in and on the Airport. The fees and charges established herein shall be applicable to all users of the Airport, unless such activity is expressly governed by the provisions of a contract, lease, or agreement entered into under Section 18.08.060 of the Revised Code of the City of St. Louis.

Landing Fee: *

for aircraft with a gross landed weight--

less than or equal to 12,500 lbs.: \$7.50

greater than 12,500 lbs., but less than or equal to 65,000 lbs.:

\$10.00

greater than 65,000 lbs.:

125% of non-signatory rate then in effect per 1,000 lbs. of maximum certified gross landing weight, as certified by the Federal Aviation Administration for such aircraft

Fuel Flowage Fee: *

\$0.06/gallon of fuel into the aircraft at the Airport

Airport Facility Use Fee:

\$2.50/enplaned and deplaned passenger

Federal Inspection Service Fee:

\$2.50/deplaned passenger

* Military and other government-owned (federal, state, county or city) aircraft are exempt from Landing Fees and Fuel Flowage Fees.

City-Controlled Gate Use Fee:

\$250.00 for the first two hours or portion thereof; \$100.00 for each additional hour or portion thereof, up-to \$1,000.00/ 24-hour period

(subject to the attached Rules and Regulations for the Use of City-Controlled Gates)

At the request of the user, the applicable City-Controlled Gate Use Fee, or portion thereof, may be waived by the Director of Airports if the City-Controlled Gate is used to accommodate a flight that is forced to land due to medical or aircraft mechanical emergencies.

It is the policy of the Airport that all airlines and other tenants using space in the Passenger Terminal Buildings or the Cargo City must enter into an agreement with the City or with the City's designated gate agent, or must have a space permit issued by the City. The following Passenger Terminal Building and Cargo City rental rates adopted in this Schedule of Fees and Charges are intended to be applicable to holdover tenants, including airlines, where their expired agreements or permits do not provide for holdover tenancy.

Passenger Terminal Building Rental:

The applicable rental rate then in effect chargeable to Non-signatory Airlines

Cargo City:

Buildings:

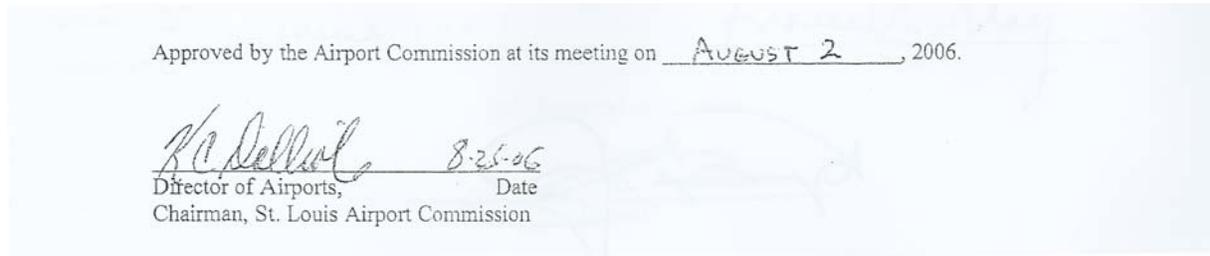
\$11.50/square foot

Unenclosed Space:

\$0.55/square foot

The Schedule of Fees and Charges may be modified from time to time in accordance with the provisions of Sections 18.08.050 and 18.08.070 of the Revised Code of the City of St. Louis.

This Schedule of Fees and Charges is established pursuant to the authority granted by Sections 18.08.050 and 18.08.070 of the Revised Code of the City of St. Louis, and supercedes all prior schedules adopted by the Airport Commission.



Approved: March 12, 2014

ORDINANCE #69698
Board Bill No. 226

An ordinance approving a blighting study and redevelopment plan dated October 22, 2013 for the 4010-66 West Pine Blvd./26-38 N. Sarah Ave./4001-13 Laclede 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 4010-66 West Pine Blvd./26-38 N. Sarah Ave./4001-13 Laclede 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 4010-66 West Pine Blvd./26-38 N. Sarah Ave./4001-13 Laclede 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"

**4010-66 WEST PINE BLVD./26-38 N. SARAH ST./4001-13 LACLEDE AVE. AREA
LEGAL DESCRIPTION**

PARCEL # 1

C.B. 3920 W PINE BL
190 FT X 213 FT 2 ¼ IN
LINDELL 2ND ADDN
LOT PT 25
BOUNDED W-491 FT E EL SARAH ST

PARCEL # 3920-00-0040

PARCEL # 2

C.B. 3920 W PINE BL
130 FT X 233 FT 3 IN
LINDELLS 2ND ADDN LOT PT 25
BND W 361 FT E OF EL OF SARAH ST
S ST L C P M CO. ETAL W BARRY ENG CO

PARCEL # 3920-00-0030

PARCEL # 3

C.B. 3920 W PINE BL
54 FT X 223 FT 4 ½ IN
LINDELL 2ND ADDN
BLOCK 25
BOUNDED W-307 FT E EL OF SARAH ST

PARCEL # 3920-00-0025

PARCEL #4

C.B. 3920 W PINE BL
130.29 FT/ 130.05 FT X 213 FT 2 ¼ IN
LINDELLS 2ND ADDN
BLOCK 1 LOT PT 25
BOUND W-176.71 FT E OF SARAH

PARCEL # 3920-00-0020

PARCEL # 5

C.B. 3920 W PINE BL
176.71 FT/ 176.95 FT X 213 FT 2 ¼ IN
LINDELL 2ND ADDN
BOUNDED W-SARAH ST

PARCEL # 3920-00-0010

PARCEL # 6

C.B. 3920 LACLEDE AV
80 FT X 213 FT 2 ¼ IN
LINDELLS 2ND ADDN BLK 25
BND W 601 FT E OF EL OF SARAH ST
S LACLEDE ST. L.C.P.M. CO.

PARCEL # 3920-00-0200

ATTACHMENT "B"
Form: 12/13/13

BLIGHTING STUDY AND REDEVELOPMENT PLAN

FOR THE
4010-66 WEST PINE BLVD./26-38 N. SARAH ST./4001-13 LACLEDE AVE. REDEVELOPMENT AREA
PROJECT# 1811
OCTOBER 22, 2013
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
4010-66 WEST PINE BLVD./26-38 N. SARAH ST./4001-13 LACLEDE AVE. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4010-66 West Pine Blvd./26-38 N. Sarah St./4001-13 Laclede Ave. Redevelopment Area ("Area") encompasses approximately 3.72 acres in the Central West End neighborhood of the City of St. Louis ("City") and is located on the south side of West Pine Blvd. between N. Sarah St. and N. Vandeventer 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 3920.00. 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 partially occupied 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 11.96 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "J" Industrial 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 "C" Multi-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 Specialty Mixed Use Area (SMUA).

3. PROPOSED ZONING

The proposed zoning for the Area is "C" Multi-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"

**4010-66 WEST PINE BLVD./26-38 N. SARAH ST./4001-13 LACLEDE AVE. AREA
LEGAL DESCRIPTION**

PARCEL # 1

C.B. 3920 W PINE BL
190 FT X 213 FT 2 ¼ IN
LINDELL 2ND ADDN
LOT PT 25
BOUNDED W-491 FT E EL SARAH ST

PARCEL # 3920-00-0040

PARCEL # 2

C.B. 3920 W PINE BL
130 FT X 233 FT 3 IN
LINDELLS 2ND ADDN LOT PT 25
BND W 361 FT E OF EL OF SARAH ST
S ST L C P M CO. ETAL W BARRY ENG CO

PARCEL # 3920-00-0030

PARCEL # 3

C.B. 3920 W PINE BL
54 FT X 223 FT 4 ½ IN
LINDELL 2ND ADDN
BLOCK 25
BOUNDED W-307 FT E EL OF SARAH ST

PARCEL # 3920-00-0025

PARCEL #4

C.B. 3920 W PINE BL
130.29 FT/ 130.05 FT X 213 FT 2 ¼ IN
LINDELLS 2ND ADDN
BLOCK 1 LOT PT 25
BOUND W-176.71 FT E OF SARAH

PARCEL # 3920-00-0020

PARCEL # 5

C.B. 3920 W PINE BL
176.71 FT/ 176.95 FT X 213 FT 2 ¼ IN
LINDELL 2ND ADDN
BOUNDED W-SARAH ST

PARCEL # 3920-00-0010

PARCEL # 6

C.B. 3920 LACLEDE AV
80 FT X 213 FT 2 ¼ IN
LINDELLS 2ND ADDN BLK 25

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 partially 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 partially 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 partially 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.

Approved: March 13, 2014

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 throughout 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.

ORDINANCE NO. 69698 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
 4010-66 W. Pine Blvd./26-38 N. Sarah Ave./ 4001-13 Laclede Ave. Area

Existing Uses and Conditions

- Industrial Use/ Fair Conditions
- Project Area Boundary
- Buildings
- City Block Number



Exhibit C
Project Area Plan
 4010-66 W. Pine Blvd./26-38 N. Sarah Ave./ 4001-13 Laclede Ave. Area

Proposed Land Uses

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



Exhibit D
Project Area Plan
 4010-66 W. Pine Blvd./26-38 N. Sarah Ave./ 4001-13 Laclede Ave. Area

Project Acquisition Map

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

1. 4010 West Pine Blvd.
2. 4022-28 West Pine Blvd.
3. 4034 West Pine Blvd.
4. 4044-50 West Pine Blvd.
5. 4054-66 West Pine Blvd.
6. 4001-4013 Laclede Ave.



ORDINANCE #69699
Board Bill No. 289

An Ordinance Approving The Petition Of An Owner Of Certain Real Property To Establish A Community Improvement District, Establishing The Magnolia Community Improvement District, Finding A Public Purpose For The Establishment Of The Magnolia Community Improvement District, Authorizing the Execution of a Transportation Project Agreement Between The City And The Magnolia Transportation Development District, Prescribing The Form And Details Of Said Agreement, Making Certain Findings With Respect Thereto, Authorizing Other Related Actions In Connection With The TDD Project, And Containing An Emergency Clause And Containing A Severability Clause.

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

WHEREAS, Section 67.1400 et seq, RSMo, (the "CID Act") authorizes the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of the Magnolia Community Improvement District (the "CID"), signed by the authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of the CID (the "Petition"); and

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

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held ___ a.m. on February ___, 2013, by the Board of Aldermen; and

WHEREAS, the Magnolia Transportation Development District (the "TDD") intends to undertake that certain "TDD Project" as described and defined in that certain Transportation Project Agreement (the "Transportation Project Agreement"), the form of which is attached hereto as **Appendix B**; and

WHEREAS, the City constitutes the "local transportation authority" for the purposes of the TDD Project, and as no portion of the proposed project has been or is intended to be merged into the State highways and transportation system under the jurisdiction of the Missouri Highway Transportation Commission, approval of the TDD Project is vested exclusively with the City; and

WHEREAS, the TDD Act provides that prior to construction or funding of a proposed project, such project shall be submitted to the local transportation authority for its prior approval, subject to any required revisions of such project, and the district and local transportation authority in question entering into a mutually satisfactory agreement regarding the development and future maintenance of the TDD Project; and

WHEREAS, the City hereby desires and intends to approve the TDD Project, subject to the TDD and the City entering into a mutually satisfactory agreement regarding the development and future maintenance of the TDD Project; and

WHEREAS, the City intends to enter into the Transportation Project Agreement as a mutually satisfactory agreement regarding the development and future maintenance of the TDD Project; and

WHEREAS, the TDD Act provides that, within six months after development and initial maintenance costs of a project have been paid, the district shall transfer control and ownership of the project in question to the local transportation authority pursuant to contract; and

WHEREAS, the TDD Act intends to transfer and the City intends to accept such control and ownership pursuant to and on the terms set forth in the Transportation Project Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Transportation Project Agreement are acceptable, and that the execution, delivery and performance by the City and the TDD of their respective obligations are in the best interests of the City and the health, safety, morals and welfare of its residents; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within the CID, as well as the City as a whole, will benefit from the establishment of the CID and the other transactions described herein.

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

(a) A community improvement district, to be known as the “Magnolia Community Improvement District” (hereinafter referred to as the “CID”), is hereby established pursuant to the CID Act on certain real property described below to contract with a private property owner to demolish, remove, renovate, reconstruct, rehabilitate, repair and/or equip the existing building within the CID, impose a sales and use tax and carry out other functions as set forth in the Petition, which is attached hereto as **Appendix A** and incorporated herein by this reference.

(b) The CID boundaries are set forth in the Petition and are generally described as follows: generally bounded by Mayfair Plaza/St. Charles Street to the north, 8th Street to the east, the property commonly known as 411-5 N. 8th Street to the south and the property commonly known as 412-6 N. 9th Street to the west.

SECTION TWO. The CID is authorized by the Petition, in accordance with the CID Act, to impose a tax upon retail sales within the CID to provide funds to accomplish any power, duty or purpose of the CID.

SECTION THREE. The CID is authorized by the CID Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the CID and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the CID, and if issued by the CID, shall bear such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the CID shall determine subject to the provisions of Section 108.170, RSMo. The CID is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the CID.

SECTION FOUR.

(a) Pursuant to the Petition, the CID shall be in the form of a political subdivision of the State of Missouri, known as the “Magnolia Community Improvement District.”

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the CID shall be the same as the fiscal year for the City of St. Louis.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the CID shall submit to the Board of Aldermen a proposed annual budget for the CID, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The CID shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

SECTION FIVE. The CID is authorized to use the funds of the CID for any of the improvements, services or other activities authorized under the CID Act.

SECTION SIX. Pursuant to the CID Act, the CID shall have all of the powers necessary to carry out and effectuate the purposes of the CID and the CID Act as set forth in the CID Act.

SECTION SEVEN. The City of St. Louis hereby finds that the uses of the CID proceeds as provided for in the Petition will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the CID.

SECTION EIGHT. The property within the CID is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property was blighted under Sections 99.300 to 99.715, RSMo, pursuant to Ordinance No. 69513.

SECTION NINE. Within one hundred twenty (120) days after the end of each fiscal year, the CID shall submit a report

to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the CID during such fiscal year, and copies of written resolutions approved by the board of directors of the CID during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

SECTION TEN. The term for the existence of the CID shall be as set forth in the Petition, as may be amended from time to time, or as such term may be otherwise modified in accordance with the CID Act.

SECTION ELEVEN. Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the CID existing prior to the creation of the CID or transfer the burden of providing the services to the CID unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the CID and areas not so included.

SECTION TWELVE. The Register shall report in writing the creation of the Magnolia Community Improvement District to the Missouri Department of Economic Development.

SECTION THIRTEEN. The Petition provides that the CID shall be governed by a Board of Directors consisting of five individual directors (collectively the "Directors" and each a "Director"), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the Petition. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the CID for the terms set forth below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

<u>Name</u>	<u>Term</u>
Frans von Kaenel	2 years
Missy McCoy	2 years
Matthew Guymon	2 years
Stacey Grote	4 years
Brennen Soval	4 years

SECTION FOURTEEN. The Board of Alderman hereby approves the TDD Project as submitted to the City.

SECTION FIFTEEN. The Board of Alderman further finds and determines that it is necessary and desirable to enter into the Transportation Project Agreement with the TDD in order to implement the TDD Project.

SECTION SIXTEEN. The Board of Alderman hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Transportation Project Agreement by and between the City and the TDD in similar form to that attached hereto as **Appendix B** and incorporated herein by this reference, and the City Register is hereby authorized and directed to attest to the Transportation Project Agreement and to affix the seal of the City thereto. The Transportation Project Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

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

SECTION TWENTY. The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the CID, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

APPENDIX A

Petition to Establish the Magnolia Community Improvement District

SEE ATTACHED

APPENDIX B

Form of Transportation Project Agreement

SEE ATTACHED

MAGNOLIA TRANSPORTATION DEVELOPMENT DISTRICT

TRANSPORTATION PROJECT AGREEMENT

THIS TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of _____, 2014, by and between the MAGNOLIA TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the “TDD”), and the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”).

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the “TDD Act”).

B. Magnolia STL, LLC, a Colorado limited liability company, or an affiliate (the “Company”), has an interest in certain parking facilities located in the City.

C. The TDD shall acquire from the Company an interest in all or a portion of the parking facilities, which will be acquired for a TDD Project (as hereinafter defined).

D. The City and the TDD desire to enter into this Agreement in order to: (i) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act) regarding development and future maintenance of the TDD Project; and (ii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the TDD Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community and that the commitment to provide public access to the TDD Project does not constitute a specific economic benefit to the City or the TDD.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City hereby agree as follows:

Section 1. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

Obligations. Obligations issued by the TDD or any other political subdivision to finance the TDD Project.

TDD Project. The Transportation Project described in the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis.

TDD Transfer Document. That certain lease or license agreement entered into between the Company and the TDD for parking, as may be amended from time to time by the parties thereto.

Term. The period commencing on the date of execution of the TDD Transfer Document and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the TDD Project's reasonably expected useful life, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full of all Obligations.

Section 2. Access to TDD Project. The TDD shall, and shall cause its agents and contractors to, comply with any and all applicable laws in connection with its operation of the TDD Project. Prior to the Transfer (as hereinafter defined), the TDD shall retain all operational control of the TDD Project. After the Transfer, the City shall have all operational control of the TDD Project for the remaining Term, subject to any existing encumbrances.

Section 3. Transfer of Ownership and Control. The City and the TDD agree to execute an Assignment in form mutually agreeable to the parties immediately upon maturity or termination of the Obligations, by which the TDD transfers to the City its interest in the TDD Project for the remaining Term (the "Transfer"). The TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment shall constitute the transfer of control and ownership of the Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD shall remain responsible for operation and maintenance of the Project even after such transfer, in accordance with Section 4 hereinafter.

Section 4. TDD Project Operation and Maintenance. Except as otherwise provided in the TDD Transfer Document, while the Obligations remain outstanding, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the TDD Project or any part thereof, including without limitation the payment of all expenses required for the operation of the TDD Project, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain the TDD Project in good condition, and provision of any repairs for any damage to the TDD Project (the "TDD Maintenance"). The TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations. Following the satisfaction in full of all Obligations, and during the remaining Term, the City shall be responsible for the TDD Maintenance.

Section 5. Indemnification and Release. To the extent permitted by law, the TDD agrees to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the acquisition of the TDD Project, including liability under any Environmental Laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management, and acquisition of the TDD Project. To the extent permitted by law, the City agrees to indemnify, defend, and hold the TDD and its employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 6. Miscellaneous.

6.1 Representations and Warranties of the TDD. The TDD hereby represents and warrants to the City that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

6.2 Representations and Warranties of the City. The City hereby represents and warrants to the TDD that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

6.3 Termination. In the event that the Ordinance authorizing the execution of this Agreement shall become ineffective, then this Agreement shall terminate.

6.4 Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

6.5 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Company in the event of any default or breach by any party under this

Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, partner, agent, employee or representative of the Company shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.6 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the TDD and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supercedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD and the City.

6.7 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.7 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

6.8 Notices. Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the TDD: Magnolia Transportation Development District
818 17th Street
Denver, CO 80202
Attention: Chris Scheer

With a copy to: Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson

In the case of the City, to: City of St. Louis
City Hall
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 212

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

City Counselor
City of St. Louis
1200 Market Street, Room 314
St. Louis, Missouri 63103

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

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Magnolia Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

MAGNOLIA TRANSPORTATION DEVELOPMENT DISTRICT

By: _____, Chairman

ATTEST:

By: _____, Secretary

IN WITNESS WHEREOF, the parties have caused this Magnolia Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

CITY OF ST. LOUIS, MISSOURI

By: Mayor

By: Comptroller

Attest:

Register

Approved as to form:

City Counselor

**PETITION TO ESTABLISH
MAGNOLIA COMMUNITY IMPROVEMENT DISTRICT**

Petition to Establish a Community Improvement District Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended

City Of St. Louis, Missouri

2013

PETITION TO ESTABLISH MAGNOLIA COMMUNITY IMPROVEMENT DISTRICT

This Petition ("Petition") to establish a Community Improvement District within a certain limited portion of the City of St. Louis, Missouri (the "City"), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act").

As set forth herein, Magnolia STL, LLC (the "Petitioner"), is signing this Petition in accordance with the Act to request that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the "**Magnolia Community Improvement District**" (the "District").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

2. PETITIONER

Based on the tax records of the City as of the date of filing this Petition, Petitioner:

- (a) collectively owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The purpose of the District is to provide a source of revenue and to facilitate the Project (as such term is defined herein) in order to increase the use and value of the District Property. The Project shall consist of any of the services and improvements contemplated in Section B below. Additionally, the purposes of the District are to:

- (a) Pledge its revenues to one or more notes or other obligations, which may be issued by the District or another public body (collectively, the "District Obligations"), secured by the tax revenues of the District ("CID Revenues"), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project, the costs of issuing the District Obligations, and to refund prior District Obligations;
- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the "District Sales Tax");
- (d) Attempt to remediate the conditions that cause certain District Property to be a blighted area as previously determined by the City; and
- (e) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

B. Services and Improvements

The District may cause the design and implementation of various improvements and services located within and benefitting the District Property. The contemplated improvements and services consist of any of the improvements and services authorized under the Act including, without limitation:

- (a) Providing or contracting for the provision of cleaning, maintenance and other services to public and private property as well as providing for the provision of security personnel, equipment or facilities for the protection of property and persons, within the District;
- (b) Providing assistance to and/or contracting for the provision of constructing, reconstructing, installing, repairing, maintaining, and equipping any of the improvements permitted by the Act including, but not necessarily limited to, landscaping, meeting facilities, sidewalks, parking lots, streetscape, lighting,

benches and other seating furniture, trash receptacles, utilities, and awnings; and

- (c) Providing or contracting for the provision of the demolition and removal, – renovation, reconstruction, rehabilitation, repair, maintenance, and equipping of the existing building located within the District as permitted by the Act; and

The Project may also include advertising and providing assistance to attract further investment within the District and the District may employ and/or contract for personnel necessary to carry out the purposes of the District.

The District may also acquire real and personal property within the District and lease or otherwise encumber or dispose of real and personal property within the District in accordance with the Act.

C. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Three Hundred and Fifty Thousand dollars (\$350,000). CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2014

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of Board of Directors and approval of District Sales Tax.
- Construction of the Project.
- Imposition and collection of District Sales Tax.
- Issuance of District Obligations.
- Completion of the Project.
- Collect and administer District Sales Tax.

2015

- Collect and administer District Sales Tax
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide support for commercial developments within the District.

2016

- Collect and administer District Sales Tax
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide support for commercial developments within the District.

2017

- Collect and administer District Sales Tax
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide support for commercial developments within the District.

2018

- Collect and administer District Sales Tax
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide support for commercial developments within the District.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the "Board") and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the "Directors" and each a "Director").

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and
- (d) be an owner of District Property or its legally authorized representative ("Owner").

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Two (2) Years
Second	Two (2) Years
Third	Four (4) Years
Fourth	Four (4) Years
Fifth	Two (2) Years

Upon expiration of the terms of the initial Directors, successive Directors shall be appointed from a slate approved by the Directors and by the Mayor with the consent of the Board of Aldermen in accordance with the Act.

4. Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the Board of Aldermen according to a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the, successor Directors according to the slate submitted and the Board of Aldermen shall consent to the appointment; or
- (b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent to the appointment: or
- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the Board of Aldermen.

The Board shall select the slate as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

The District shall have no power to levy any special assessments upon District Property; as such, the maximum rate of special assessments within the District is zero.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Eight Hundred Twenty-Four Thousand Six Hundred Dollars (\$824,600) according to the records of the City Assessor's Office.

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%).

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area pursuant to Section 67.1401(3) of the Act. The District Property should be determined to be a blighted area pursuant to Section 67.1401.2(3)(b) because the District was been declared to be a blighted area under Sections 99.300 to 99.715 of the Revised Statutes of Missouri pursuant to Ordinance No. 69513.

10. LIFE OF DISTRICT

The proposed length of time for the existence of the District is a maximum of forty (40) years following the effective date of the ordinance adopting and approving this Petition.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Register of the City (acting as the "city clerk" under the Act).

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued, to fund the Project or other purposes of the District as set forth in this Petition.

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Signature Page for Petition to Establish the
Magnolia Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish the Magnolia Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	Magnolia STL, LLC
Owner's Telephone Number:	303.607.0707
Owner's Mailing Address:	818 17th Street Denver, CO 80202
Owner Entity Type:	Limited liability company
Name of Signer:	Eric Holtze
Basis of Legal Authority to Sign:	President of Magnolia STL Development Co., the manager of Owner
Signer's Telephone Number:	303.607.0707
Signer's Mailing Address:	818 17th Street Denver, CO 80202

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

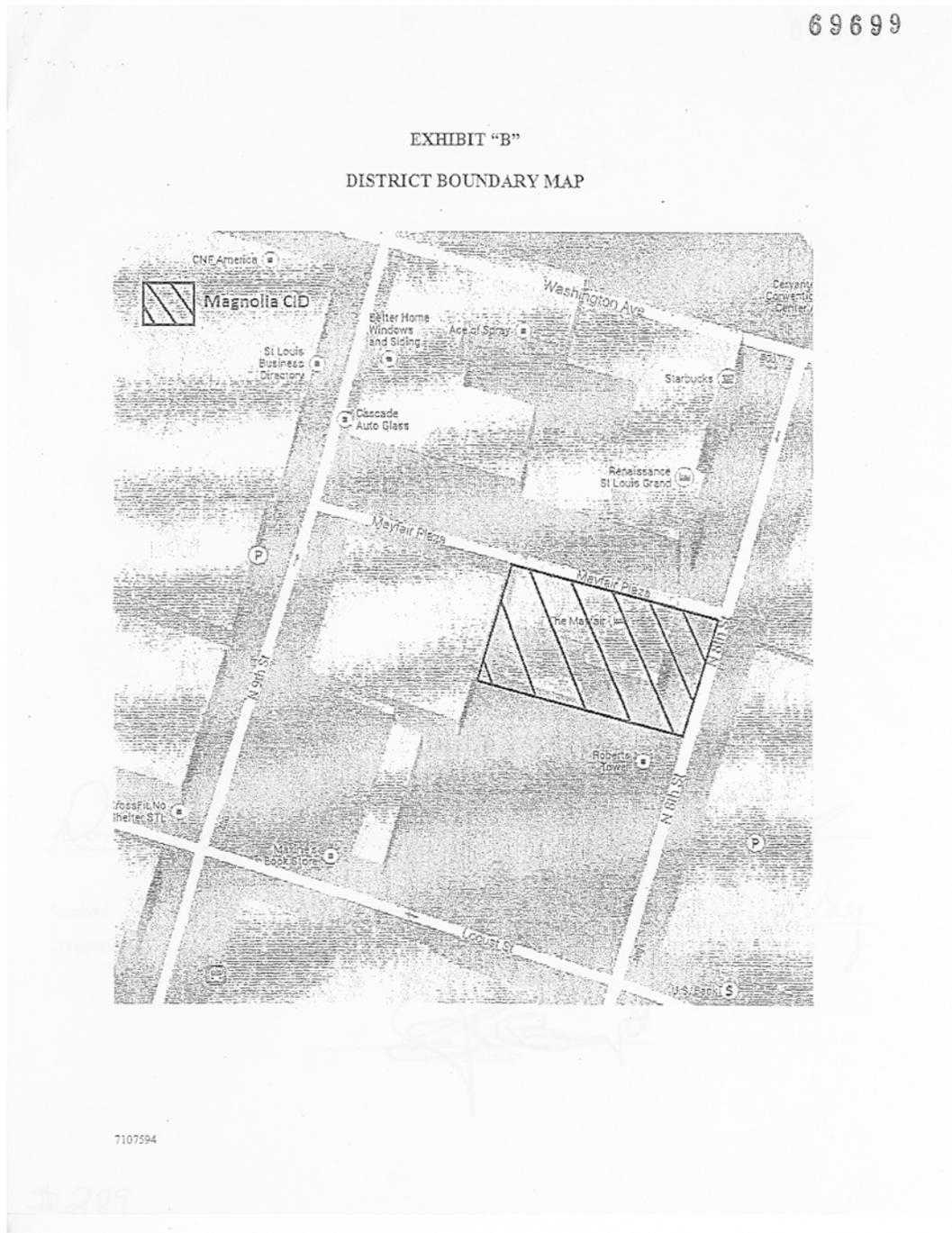
1. Parcel ID No.:	01940000121,01940000141
Assessed Value:	\$824,600
Legal Description:	See <u>Exhibit A</u>
Map:	See <u>Exhibit B</u>

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Register.

MAGNOLIA STL, LLC, A Colorado Limited Company

By: Magnolia STL Development Co., a Colorado Corporation, Its Manager



Approved: March 13, 2014

ORDINANCE #69700
Board Bill No. 274

An Ordinance, recommended by the Board of Public Service, authorizing and directing the President of the Board of Public Service to enter into a Cooperative Agreement by and between the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District a political subdivision duly established under the laws of the State of Missouri (hereinafter called "GRG") and the City of St. Louis, acting by and through the Board of Public Service (hereinafter the "CITY") for a project called "Bike St. Louis - Phase III" (hereinafter called the "Project"), which involves upgrading and updating approximately 56 miles of existing Bike St. Louis routes, and the implementation of approximately 52 miles of new Bike St. Louis routes.

WHEREAS, the Project has been selected by East-West Gateway Council of Governments to receive Surface Transportation Program Enhancement Funds (Federal Project Number STP-5401(701)) totaling \$1,140,000 in federal funds for construction; and

WHEREAS, GRG will administer and provide one hundred percent of the cost of preliminary and final design of the Project, and GRG will administer and provide up to \$123,000 in local match funding for construction of the Project; and

WHEREAS, Ordinance 62885 under and by the authority of Section 94.577 of the Revised Statutes of Missouri imposes a one-half of one percent (1/2%) sales tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri for the purpose of funding capital improvements, including the operation and maintenance of capital improvements; and

WHEREAS, a portion of the revenue generated by way of this tax is to be deposited in a Ward Capital Improvement Account, which is credited and allocated in equal amounts to twenty eight sub-accounts, one for each ward of the City of St. Louis; and

WHEREAS, the CITY will provide \$162,000 in local match funding for construction of the Project appropriated from the Ward Capital Improvement Sub-Accounts.

WHEREAS, the CITY is authorized to enter into this Cooperation Agreement with GRG pursuant to the provisions of Section 70.210 to 70.320 of the Revised Statutes of Missouri, as amended.

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the City as a whole will benefit from the transactions described herein.

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

SECTION ONE. The President of the Board of Public Service is hereby authorized and directed to enter into a Cooperative Agreement, attached hereto and incorporated by reference herein as Attachment "A", by and between the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District a political subdivision duly established under the laws of the State of Missouri (hereinafter called "GRG") and the City of St. Louis, acting by and through the Board of Public Service (hereinafter the "CITY") for a project called "Bike St. Louis - Phase III" (hereinafter called the "Project"), which involves upgrading and updating approximately 56 miles of existing Bike St. Louis routes, and the implementation of approximately 52 miles of new Bike St. Louis routes.

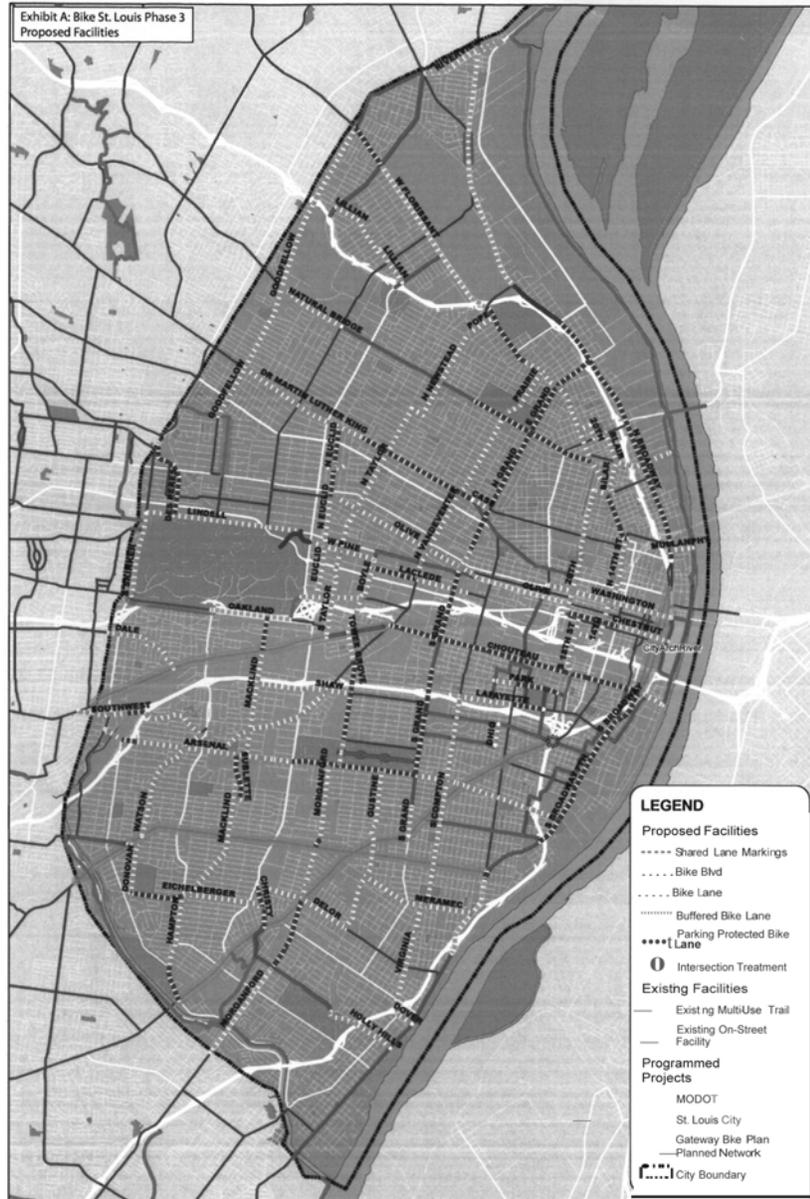
SECTION TWO. GRG will coordinate, supervise and, through its contractor(s), complete all preliminary and final design of the Project and administer the construction work required pursuant to the Surface Transportation Program Enhancement Grant (Federal Project Number STP-5401(701)). In addition, GRG will provide one hundred percent of the cost of preliminary and final design of the Project, and GRG will provide up to \$123,000 in local match funding for construction of the Project. GRG will hire the contractor(s) and insure that the contractor(s) secure and pay for any required permits or easements necessary to facilitate the Project.

SECTION THREE. CITY will provide \$162,000 in local match funding for construction of the Project appropriated from the Ward Capital Improvement Sub-Accounts as follows: Ward 2 - \$6,500, Ward 3 \$6,500, Ward 4 - \$6,500, Ward 5 - \$6,500, Ward 6 - \$6,500, Ward 7 - \$6,500, Ward 8 - \$6,500, Ward 9 - \$6,500, Ward 10 - \$6,500, Ward 11 - \$6,500, Ward 12 - \$6,500, Ward 13 - \$6,500, Ward 14 - \$7,500, Ward 15 - \$6,500, Ward 16 - \$6,500, Ward 17 - \$6,500, Ward 18 - \$6,500, Ward 19 - \$6,500, Ward 20 - \$6,500, Ward 23 - \$6,500, Ward 24 - \$6,500, Ward 25 - \$6,500, Ward 26 - \$5,000, Ward 27 - \$6,500, and Ward 28 - \$6,500.

SECTION FOUR. GRG and the CITY will work with citizen focus groups to approve the bike route and related signage

within the City. The work will generally consist of labor and materials necessary for disseminating the most efficient and safe route for cyclists through citizen input and street and traffic analysis, usage of existing signage styles, coordination of typical applications and location, application and commitment of Federal grant monies, and oversight of the bike route plans as outlined by the Project.

SECTION FIVE. GRG will make all required submittals to MoDOT and shall comply with all the applicable requirements of Federal Highway Administration (FHWA) and the terms of any applicable grant including the grant application. This Project is a federally assisted project and this Agreement is subject to the City's Charter and Ordinances, all applicable Federal, State and local laws, rules, regulations, and Mayoral Executive Orders.



ATTACHMENT A

**Bike St. Louis Phase III
Cooperation Agreement**

THIS AGREEMENT is made and entered into on this the day _____ of _____, 2013 by and between the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District a political subdivision duly established under the laws of the State of Missouri (hereinafter called "GRG") and the City of St. Louis, acting by and through the Board of Public Service (hereinafter the "CITY").

WITNESSETH:

WHEREAS, GRG and the CITY have agreed to participate in a project called "Bike St. Louis - Phase III" (hereinafter called the "Project"), which involves upgrading and updating approximately 56 miles of existing Bike St. Louis routes, and the implementation of approximately 52 miles of new Bike St. Louis routes as set forth in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, said Project has been selected by East-West Gateway Council of Governments to receive Surface Transportation Program Enhancement Funds (Federal Project Number STP-5401(701)) totaling \$1,140,000 in federal funds for construction; and

WHEREAS, GRG will administer and provide one hundred percent of the cost of preliminary and final design of the Project, and GRG will administer and provide up to \$123,000 in local match funding for construction of the Project; and

WHEREAS, Ordinance 62885 under and by the authority of Section 94.577 of the Revised Statutes of Missouri imposes a one-half of one percent (1/2%) sales tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri for the purpose of funding capital improvements, including the operation and maintenance of capital improvements; and

WHEREAS, a portion of the revenue generated by way of this tax is to be deposited in a Ward Capital Improvement Account, which is credited and allocated in equal amounts to twenty eight sub-accounts, one for each ward of the City of St. Louis; and

WHEREAS, the CITY will provide \$162,000 in local match funding for construction of the Project appropriated from the Ward Capital Improvement Sub-Accounts as follows: Ward 2 - \$6,500, Ward 3 \$6,500, Ward 4 - \$6,500, Ward 5 - \$6,500, Ward 6 - \$6,500, Ward 7 - \$6,500, Ward 8 - \$6,500, Ward 9 - \$6,500, Ward 10 - \$6,500, Ward 11 - \$6,500, Ward 12 - \$6,500, Ward 13 - \$6,500, Ward 14 - \$7,500, Ward 15 - \$6,500, Ward 16 - \$6,500, Ward 17 - \$6,500, Ward 18 - \$6,500, Ward 19 - \$6,500, Ward 20 - \$6,500, Ward 23 - \$6,500, Ward 24 - \$6,500, Ward 25 - \$6,500, Ward 26 - \$5,000, Ward 27 - \$6,500, Ward 28 - \$6,500; and

WHEREAS, GRG shall submit payment requests to the CITY for such improvements not to exceed \$162,000.

WHEREAS, the CITY is authorized to enter into this Cooperation Agreement with GRG pursuant to the provisions of Section 70.210 to 70.320 of the Revised Statutes of Missouri, as amended.

NOW, THEREFORE, in consideration of mutual promises and covenants to be faithfully kept and performed by the parties hereto and each of them, their legal representatives, successors in interest and assign, the parties agree as follows:

SECTION ONE. SCOPE OF THE AGREEMENT

- 1.1 GRG will coordinate, supervise and, through its contractors, complete all preliminary and final design of the Project and administer the construction work required pursuant to the Surface Transportation Program Enhancement Grant (Federal Project Number STP-5401(701)). In addition, GRG will provide one hundred percent of the cost of preliminary and final design of the Project, and GRG will provide up to \$123,000 in local match funding for construction of the Project. GRG will hire the contractor and insure that the contractor secures and pays for any required permits or easements necessary to facilitate the project.
- 1.2 Prior to the commencement of any construction work, the CITY will review and approve the Project documents produced by GRG.
- 1.3 GRG will insure that the contractor maintains and provides accurate records detailing the cost required to perform Project improvements.

- 1.4 GRG will insure that the contractor coordinates all work with utility companies and be responsible for all Project locations and adjustments.
- 1.5 GRG and the CITY will work with citizen focus groups to approve the bike route and related signage within the City. The work will generally consist of labor and materials necessary for disseminating the most efficient and safe route for cyclists through citizen input and street and traffic analysis, usage of existing signage styles, coordination of typical applications and location, application and commitment of Federal grant monies, and oversight of the bike route plans as outlined by the Project.
- 1.6 GRG will make all required submittals to MoDOT and shall comply with all the applicable requirements of Federal Highway Administration (FHWA) and the terms of any applicable grant including the grant application. This Project is a federally assisted project and this Agreement is subject to the City’s Charter and Ordinances, all applicable Federal, State and local laws, rules and regulations.
- 1.7 Future ownership and maintenance of the Bike St. Louis Bike routes, including signage will be provided by the City of St. Louis. The City of St. Louis Streets Department agrees to maintain the asphalt surface of the bike routes, which includes patching and resurfacing; however, the Streets Department will only perform this work at times when the entire street is being resurfaced. The Streets Department also agrees to performing touch up painting of the lines and decals, but only at times when the lines and decals are affected by an asphalt repair. Total repainting of the lines and decals will not be the responsibility of the Street Department.

SECTION TWO. PAYMENT

- 2.1 The CITY will provide payment to GRG for the Project up to a maximum of \$162,000 for such work. The CITY has the right to inspect any and all work submitted for payment and shall accept or reject such work. The CITY is not responsible for providing payment to GRG for any work that it rejects.
- 2.2 Payment will be made by the CITY within 30 working days of receipt of written notification and acceptable documentation for invoicing by GRG. The CITY, at its sole discretion, shall determine if documentation submitted for payment is acceptable. In the event the submitted documentation is determined to be unacceptable, the CITY shall notify GRG within seven (7) days that additional documentation is needed for payment.

SECTION THREE. PAYMENT LIMITATIONS

- 3.1 This Agreement, and all contracts entered into pursuant to this Agreement, shall be subject to, and in conformance with the City’s Charter and all applicable federal, state and local laws, including any applicable City codes, rules, regulations, and Mayoral Executive Orders.
- 3.2 Neither the CITY nor GRG has any obligation to provide any additional funds for the Project and all payments made by the CITY pursuant to this Agreement are subject to appropriation.
- 3.3 After completion of the work and final payment to the contractor has been made, any unused portion of the funded dollars shall remain in accounts as stated herein.

SECTION FOUR. INSURANCE AND INDEMNIFICATION

- 4.1 GRG shall require that all contractors maintain Workers’ Compensation Insurance in the amount required by the Revised Statutes of Missouri and liability insurance, naming the City of St. Louis as an additional insured. GRG shall provide evidence reflecting all contractors have secured coverage in the amounts shown below.

A. General Liability/Public and Property Damage –

Bodily Injury:	
Each occurrence	\$1,000,000.00
Property Damage:	
Each accident	\$1,000,000.00
Aggregate	\$1,000,000.00

B. Automobile Public Liability and Property Damage –

Bodily Injury:	
Each person	\$ 250,000.00
Each accident	\$1,000,000.00

- 4.2 GRG shall require that the contractors indemnify, defend and protect the CITY, its employees and officers against all damages to persons and property which may arise from the operation or work included or undertaken in the performance of this Agreement, including but not limited to, all claims for personal injuries, wrongful death, property damage and all losses, costs, attorney's fees, claims or judgments which arise out of any claims against the CITY or its employees and officers.
- 4.3 In all solicitations for bids, GRG will require its construction contractors to submit a payment and performance bond for the entire amount of the bid. Said bonds shall be executed by a surety company duly authorized to do business in Missouri as evidenced by a Certificate of Authority granted by the Director, Department of Insurance for the State of Missouri. In addition, the surety company must have a policy holders rating of "A" or better and a financial rating of IV or higher as indicated in the latest edition of Best's Key Rating Guide.

SECTION FIVE. TERMINATION

- 5.1 Either party may terminate this Agreement with or without cause, penalty or recourse upon 30 days written notice to the other party, or any time prior to commencement of the work if with cause. Upon said termination, the terminating party shall be liable only for actual costs incurred and not any profit or overhead.

SECTION SIX. MISCELLANEOUS PROVISIONS

- 6.1 GRG shall in the solicitation for bids, and all contracts entered into pursuant to this Agreement, require that not less than the prevailing state hourly wage rate and federal wage rates shall be paid as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 of the Revised Statutes of Missouri 2000, as amended) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. GRG shall require construction contractors to make and document a good faith effort to meet the Disadvantaged Business Enterprise Goal established by MoDOT. GRG shall ensure that all contractors are current with required City taxes and licenses. GRG shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended. GRG shall require that contractors provide a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions of Section 292.675 of the Revised Statutes of Missouri 2000, as amended, as applicable. GRG shall require contractors to comply with Section 34.353 of the Revised Statutes of Missouri 2000, as amended (Domestic Product Procurement Act – Buy American). GRG shall require contractors to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri 2000, as amended (Prompt Payment/Retainage). GRG shall require that all contractors comply with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

SECTION SEVEN. RIGHT OF AUDIT

- 7.1 CITY accountants and/or auditors shall be afforded access to all of GRG's books and records without any limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction within no more than fifteen (15) calendar days of written request during reasonable business hours to the extent necessary to adequately permit evaluation and verification that GRG is in full compliance with the Agreement. In those instances where GRG records have been generated from computerized data or records, in addition to hard copy (reports), GRG shall provide such information in a suitable alternative electronic format. GRG shall require all sub-contractors and lower-tiered sub-contractors to comply with the provisions of this article by inserting same audit rights into all sub-contractors agreements. The intent of such requirement is to provide CITY with full and complete audit rights to the same extent as CITY has with GRG. It is specifically understood that CITY has the right to examine all of GRG's underlying cost structure for the purpose of conducting audits. Such rights specifically include, but are not limited to, accounting records, job costing systems and methodologies, original detailed estimates, change order pricing, fully-loaded labor rates, rate calculations, and the derivation of fixed billing rates for specific elements of cost. CITY or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment. The State of Missouri

or any authorized representative of the Federal government shall also have the right to audit, pursuant to the same terms and conditions set forth in this Section.

SECTION EIGHT. CONTROLLING LAW

8.1 This Agreement shall be interpreted in accordance with the laws of the State Missouri. It is further agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit).

SECTION NINE. INTEGRATION

9.1 This Agreement represents the entire integrated agreement between the City and GRG, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and GRG.

IN WITNESS, WHEREOF, GRG and CITY have caused this Agreement to be made and effective and executed by their respective duly authorized officials.

GREAT RIVERS GREENWAY DISTRICT

THE CITY OF ST. LOUIS

Executive Director Date

President, Date
Board of Public Service

The foregoing AGREEMENT was approved by the Board of Public Service on:

Secretary, Date
Board of Public Service

APPROVED AS TO LEGAL FORM:

City Counselor, Date
City of St. Louis

COUNTERSIGNED:

Comptroller, Date
City of St. Louis

ATTEST:

Register, Date
City of St. Louis

Approved: March 19, 2014

**ORDINANCE #69701
Board Bill No. 310**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of five hundred dollars (\$500.00) and other good and valuable consideration, a Quit Claim Deed to

remise, release and forever quit-claim unto SLLC Real Estate, LLC, a certain City-owned Parcel ("Parcel") located in City Block 3953 (formerly City Block 2585) which Parcel is known by the legal description as contained in Exhibit I and incorporated herein by reference.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of five hundred dollars (\$500.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit I, to remise, release and forever quit-claim unto, SLLC Real Estate, LLC, a certain City-owned Parcel ("Parcel") located in City Block 3953 (formerly City Block 2585) which Parcel is known by the legal description as contained in Exhibit I and incorporated by reference herein.

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

EXHIBIT I

Space Above This Line for Recorder's Use Only

TITLE OF DOCUMENT: QUIT CLAIM DEED

DATE OF DOCUMENT: _____, 2014

GRANTOR(S): CITY OF ST. LOUIS, MISSOURI

Mailing Address: 1200 Market Street, City Hall
St. Louis, Missouri 63103

GRANTEE(S): SLLC REAL ESTATE, LLC, a Missouri limited liability company

Mailing Address: c/o CORTEX St. Louis
4320 Forest Park Avenue, Suite 201
St. Louis, Missouri 63108

LEGAL DESCRIPTION: SEE EXHIBIT A ATTACHED HERETO

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, dated as of _____, 2014, is entered into by and between the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, having an address of 1200 Market Street, City Hall, St. Louis, Missouri 63103 (hereinafter called "Grantor", which term shall include when used herein, wherever the context so requires or admits, its successors and assigns), and SLLC REAL ESTATE, LLC, a Missouri limited liability company, having an address of c/o CORTEX, 4320 Forest Park Avenue, Suite 201, St. Louis, Missouri 63108 (hereinafter called "Grantee", which term shall include when used herein, wherever the context so requires or admits, its successors and assigns).

WITNESSETH, that, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto Grantee all of its right, title and interest in and to the real estate described in Exhibit A attached hereto and incorporated herein by reference, situated in the City of St. Louis and State of Missouri, to have and to hold the same, together with all rights, immunities, privileges, and appurtenances to the same belonging, unto Grantee and to its successors and assigns forever.

Grantor hereby covenanting that it and its successors and assigns will not hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them will, by these presents, be excluded and forever barred.

[signatures on following pages]

IN WITNESS WHEREOF, each of Grantor and Grantee has caused these presents to be signed as of the day and year first above written.

(Grantor)

(Grantee)

THE CITY OF ST. LOUIS

SLLC REAL ESTATE, LLC,
a Missouri limited liability company

By: Center of Research, Technology and
Entrepreneurial Exchange, a Missouri nonprofit
corporation, as Manager

BY: _____
Francis G. Slay
Mayor

BY: _____
Dennis E. Lower
President and CEO

BY: _____
Darlene Green
Comptroller

Approved as to form:

BY: _____
Michael A. Garvin
City Counselor

ATTEST:

BY: _____
Parrie L. May
City Register

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

On this ____ day of _____ 2014, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the **City of St. Louis**, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My term expires: _____

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

On this _____ day of _____, 2014, before me appeared Dennis E. Lower, to me personally known, who, being by me duly sworn did say that he is the President and CEO of Center of Research, Technology and Entrepreneurial Exchange, a Missouri nonprofit corporation, which is the Manager of **SLLC Real Estate, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said company by authority of its manager, and said President and CEO acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal in the City and State aforesaid, the day

and year first written above.

Notary Public

My term expires: _____

**EXHIBIT A TO
QUIT CLAIM DEED
LEGAL DESCRIPTION**

PARCEL 1:

A tract of land in City Block 3953 (Formerly City Block 2585) and off the East end of Lot No. 2 as represented on Plat K, attached to Commissioners Report in the partition of John Mullanphy's Estate of record in Book V No.4, page 104 of the Office of the Recorder of Deeds for the City of St. Louis and situated in U.S. Survey 1332, beginning at the Southwest corner of Lot Three (3) as represented on said plat allotted to Jane Chambers in said partition proceedings, thence North 75 degrees West along the Southern line of said Survey 1332, 5.61 chains; thence North 15 degrees East 7.45 chains to a point in the South line of Duncan Avenue formerly Bates Avenue thence South 75 degrees East along the South line of Duncan Avenue, 5.61 chains, thence South 15 degrees, West 7.45 chains to the point of beginning, bounded North by Duncan Avenue, east by an alley 10 feet wide as laid out on plat of La Mottes Addition or land formerly of Catherine M. Boland et al., South by the line of the Wabash Rail Road and on the west by land formerly of the Ring Ice Company and being the same premises allotted to Helen P. Clemens by Commissioners in Partition among the heirs of Eliza Clemens, for the particulars of which see record of report in Book 358 page 74 of the records of said Recorders Office.

PARCEL 2:

A Lot of ground in City Block 3953 (formerly City Block 2585) and in U.S. Survey 1332 beginning at a point in the South line of Duncan Avenue, where the West line of land now or formerly of Helen P. Clemens intersects the same, which point is 805 feet 3 ½ inches West from the West line of Vandeventer Avenue, thence Westwardly with the South line of Duncan Avenue 177 feet 2 ½ inches to the east line of land of St. Louis Shovel Co. thence Southwardly with said land of St. Louis Shovel Co. 491 feet 11 ¼ inches to the North line of land of the Wabash Rail Road Company, thence eastwardly with line of said Rail Road Company 177 feet 2 ½ inches to the west line of land formerly of Helen P. Clemens, thence Northwardly with said West line of Helen P. Clemens 491 feet 11 ¼ inches to the place of beginning, being the east half of the West half of the aforesaid Lot 2 of Mullanphy's partition in said Survey 1332 and is bounded on the East by the tract first hereinabove described.

EXCEPTING THEREFROM that portion of the above two parcels conveyed to The Jack Daniel Distilling Company, a corporation, by deed recorded in Book 2349 page 102 of the St. Louis City Records.

FURTHER EXCEPTING THEREFROM that portion of the above two parcels conveyed to Fruehauf Corporation, by Quit Claim Deed recorded in Book 241M page 1482 of the St. Louis City Records.

FURTHER EXCEPTING THEREFROM that portion of the above two parcels conveyed to R.D.M. Enterprises, Inc., a Missouri corporation, by Special Warranty Deed recorded in Book 1670M page 4829 of the St. Louis City Records.

ALSO KNOWN AS:

A tract of land being part of City Block 3953 in the City of St. Louis, Missouri and being more particularly described as follows:

COMMENCING at a set Iron Pipe, located at the intersection of the Eastern line of Sarah Ave with the Southern line of Duncan Ave; thence along the Southern line of Duncan Ave. South 75 degrees 02 minutes 09 seconds East, a distance of 483.41 feet to the Northwest corner of a tract of land described in a deed to SLLC Real Estate, LLC recorded as Daily Number 175, July 01, 2010; thence along the Western line of said SLLC Real Estate, LLC tract South 14 degrees 34 minutes 59 seconds West, a distance of 472.00 feet to the Southwest corner thereof, from which a found Iron Rod bears South 89 degrees 46 minutes 45 seconds West, 0.29 feet, said point being the POINT OF BEGINNING of the tract herein described; thence South 14 degrees 34 minutes 59 seconds West, a distance of 20.04 feet to a found Iron Pipe located on the south line of U.S. Survey 1332; thence along said south line, South 75 degrees 05 minutes 50 seconds East, a distance of 421.40 feet to a found iron pipe; thence departing said south line, North 14 degrees 39 minutes 28 seconds East, a distance of 20.00 feet to the southern line of said SLLC Real Estate tract; thence along the southern line of said SLLC Real Estate tract, North 75 degrees 05 minutes 32 seconds West, a distance of 421.43 feet to the Point of Beginning and containing 8,436 square feet or 0.19 acres more or less as per a survey by Stock & Associates during September and October, 2013.

Approved: March 19, 2014