

ORDINANCE #70070
Board Bill No. 96

An ordinance approving a blighting study and redevelopment plan dated May 26, 2015 for the 3169-71 Iowa 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 no property within the Area is occupied, but if it shall become occupied, the Redeveloper (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 five (5) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

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

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 3169-71 Iowa Ave. Redevelopment Area" dated May 26, 2015, consisting of a Title Page; a Table of Contents Page, twenty (20) numbered pages including Exhibits "A" – "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 3169-71 Iowa 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 May 26, 2015 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

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

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

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

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper 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 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.

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. A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant

to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, and said property is to be owner occupied, then for up to the first five (5) years after the date the 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 the corporation shall have acquired title to that property. In addition to such taxes, any such corporation shall for up to the same five (5) 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 corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first five (5) 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 corporation shall lease that property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use the property as provided in this Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond five (5) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by 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.

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"

**3169-71 IOWA AVE. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

C.B. 1756 IOWA
25 FT X 125 FT
DELANOS ADDN
BLOCK 6 LOT 45

PARCEL # 175600280

C.B. 1756 IOWA
27 FT X 6 IN X 125 FT
DELANOS ADDN
BLOCK 6
LOT 46

PARCEL # 175600290

ATTACHMENT "B"
Form: 7/2/15

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
3169-71 IOWA AVE. REDEVELOPMENT AREA
PROJECT# 1910
MAY 26, 2015
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
3169-71 IOWA AVE. REDEVELOPMENT AREA

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EXHIBITS

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"F"	BLIGHTING REPORT
"G"	SUSTAINABILITY REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 3169-71 Iowa Ave. Redevelopment Area ("Area") encompasses approximately .07 acres in the Benton Park West neighborhood of the City of St. Louis ("City") and is located on the eastern side of Iowa Ave. between Juniata St. and Wyoming St.

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 1756.00. The Area is in fair/poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

This Area is in the Market Type-F Category of the January 2014 St. Louis Market Value Analysis (MVA). This category has the lowest levels of owner occupancy.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 7.3% unemployment rate for the City for the month of March, 2015. 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 two unoccupied two-family 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 16.95 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND 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 "B" Two-Family Dwelling District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "B" Two-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015). 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. The proposal shall also address the Area's lower levels of owner occupancy in Market Type-F Category as determined by the 2014 MVA.

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 unoccupied. If it should become occupied all eligible occupants displaced as a result of the implementation of this Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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 five (5) 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, and said property is to be owner occupied, then for a period of up to the first five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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.

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"**3169-71 IOWA AVE. REDEVELOPMENT AREA
LEGAL DESCRIPTION**

C.B. 1756 IOWA
25 FT X 125 FT
DELANOS ADDN
BLOCK 6 LOT 45

PARCEL # 175600280

C.B. 1756 IOWA
27 FT X 6 IN X 125 FT
DELANOS ADDN
BLOCK 6
LOT 46

PARCEL # 175600290

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 02/08/08****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

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

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

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

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

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

EXHIBIT "F"

BLIGHTING REPORT FOR THE
3169-71 IOWA AVE. REDEVELOPMENT AREA

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

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

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

Subject Property is: secured unsecured

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "G"

3169-71 Iowa Ave.

EXHIBIT
"G"**SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL**

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. The Mayor has issued a Sustainable Action Agenda (SAA). The following chart also shows items that may relate to development projects.

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region		X
A3	Develop designated areas via incentives for "green" and technical industries		
A4	Increase riverfront development and provide safe public access and associated recreational activity		X
A5	Provide development incentives to encourage transit-oriented development		X
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets		X
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land.	X	
B2	Update local street design standards and implement the Complete Streets Ordinance		X
B3	Create Citywide, and multiple neighborhood-scale mobility plans		X
B4	Discourage development that reduces transit, bike and pedestrian activities		X
C1	Design public spaces and neighborhood streets as gathering spaces for people		X
C5	Maintain public spaces and neighborhood streets		X
D7*	Expand the City's urban tree canopy	X	
SAA4	Increase the Number of Trees Planted by 16,000 or 15%	X	
E1	Celebrate and increase activity along the Mississippi River		X
E2	Remove/change infrastructure to improve riverfront access		X
F1	Preserve and reuse buildings as a means of achieving sustainability	X	
F2	Continue to integrate preservation into the planning and building approval process		X
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition		X
F5	Promote the redevelopment of historic homes and commercial properties		X
G1	Develop affordable homes in concert with long-range transit and development planning		X
G2	Encourage mixed-use affordable housing in high amenity neighborhoods		X
G4	Integrate low income housing into market-rate and mixed-use development		X
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing		X
G8	Offer housing that is energy efficient and environmentally sustainable		X
H4	Continue to remove site contamination and promote brownfields redevelopment	X	

I4	Ensure urban agriculture is a profitable, viable enterprise		
J4	Preserve neighborhood residential areas/commercial and mixed-uses on comers/major corridors		X
J5	Increase the effectiveness of major commercial corridors		
J8	Incorporate sustainability in economic development programs		X
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		
C2	Facilitate development of arts, culture and innovative TODs		
C5	Target developing arts and cultural districts for streetscape and public space improvements		
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards	X	
F6	Ensure the application of universal design and accessibility codes		X
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	X	
B5	Reduce exposure of lead-paint poisoning	X	
C1	Eliminate food deserts and improve access to fresh produce		
C3	Support urban agriculture opportunities in the City		X
SAA14	End chronic Homelessness		X
D4	Design buildings to encourage physical activity		X
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		
A2	Encourage transit oriented development		X
SAA18	Increase bike racks by 150%		X
E3	Use pilot projects to explore ways to achieve net zero storm water discharge		X

G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings		X
G3	Ensure building and site development integrated with natural site ecology		X
G4	Advance the use of high-efficiency building related water systems and technologies		X
G5	Encourage re-use of materials and divert waste from land-fills	X	
G6	Provide healthy interior environments in commercial buildings		
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
B2	Encourage small scale redevelopment with economic incentives	X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		
C3	Focus on small and local businesses as a key part of the City economy		
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		X
D5	Market and encourage living in the City to recent college graduates	X	
E3	Promote flexible development approaches by developers, land owners and business firms	X	
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support		X
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		
G3	Foster innovation		X
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment	X	
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		X

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL	
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. - SAA2	The developer will purchase this LRA property for a small fee to create a smart, productive, re-use of the land.
I. - D7*	The developer shall expand the City's urban tree canopy
I. - SAA4	The developer for this property shall participate in the plan to increase the Number of Trees Planted in the City by 16,000 or 15%
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. - B5	The rehabilitation of this property will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint through 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. - SAA26	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. - E3	The redevelopment of this property promotes flexible development approaches by developers, land owners and business firms.
VI. - SAA28	This property shall be remediated.

ORDINANCE NO. 70070 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
 3169-71 Iowa Ave.
Existing Uses and Conditions
 [Hatched Box] Unoccupied Residential Fair /Poor Conditions
 [Solid Line] Project Area Boundary
 [Grey Box] Buildings
 [Numbered Box] City Block Number



Exhibit C
Project Area Plan
 3169-71 Iowa Ave.
Proposed Land Uses
 [Cross-hatched Box] Residential Use
 [Solid Line] Project Area Boundary
 [Grey Box] Buildings
 [Numbered Box] City Block Number



Exhibit D
Project Area Plan
 3169-71 Iowa Ave.
Project Acquisition Map
 [Circled Number] Parcel Number
 [Solid Line] Project Area Boundary
 [Grey Box] Buildings
 [Numbered Box] City Block Number



Approved: July 22, 2015

ORDINANCE #70071
Board Bill No. 97

An ordinance approving a blighting study and redevelopment plan dated May 26, 2015 for the 4218 South 37th St. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

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

WHEREAS, this Board has considered the "Blighting Study and Redevelopment Plan for the 4218 South 37th St. Redevelopment Area" dated May 26, 2015, consisting of a Title Page; a Table of Contents Page, twenty (20) numbered pages including Exhibits "A" – "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 4218 South 37th St. 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 May 26, 2015 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. None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

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"

**4218 SOUTH 37TH ST.
LEGAL DESCRIPTION**

C.B. 2645 37TH ST
30 FT X 143 FT 2 IN
WOLF MCDERMOTT ADDN
LOT 32

PARCEL # 264500080

**ATTACHMENT "B"
Form: 5/29/15**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
4218 SOUTH 37TH ST. REDEVELOPMENT AREA
PROJECT# 1994**

MAY 26, 2015
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
4218 SOUTH 37TH ST. REDEVELOPMENT AREA**

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- "F" BLIGHTING REPORT
- "G" SUSTAINABILITY REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4218 South 37th St. Redevelopment Area ("Area") encompasses approximately .10 acres in the Dutchtown neighborhood of the City of St. Louis ("City") and is located on the eastern side of South 37th St. between Bingham Ave. and Meramec St.

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 2645. 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".

The Area is in the Market Type-E Category of the January 2014 St. Louis Market Value Analysis (MVA). This category has average levels of owner occupancy.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 7.3% unemployment rate for the City for the month of March, 2015. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

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

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 16.28 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "A" Single-Family Residential District pursuant to the Zoning Code of the City,

which is incorporated in this Blighting Study and Redevelopment Plan ("Plan") by reference.

6. FINDING OF BLIGHT

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

B. **PROPOSED DEVELOPMENT AND 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 "A" Single-Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use the property within the Area for only the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015) designates it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The proposed zoning for the Area is "A" Single-Family Residential District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015). 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. The proposal shall also address the Area's lower than average levels of owner occupancy as determined by the 2014 MVA.

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 should be provided in the front lawns along with evergreen accent shrubs.

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

walkability in the city.

d. Fencing

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. **LAND USE**

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

2. **CONSTRUCTION AND OPERATIONS**

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

3. **LAWS AND REGULATIONS**

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

4. **ENFORCEMENT**

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

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

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA.

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"

**4218 SOUTH 37TH ST.
LEGAL DESCRIPTION**

C.B. 2645 37TH ST
30 FT X 143 FT 2 IN
WOLF MCDERMOTT ADDN
LOT 32

PARCEL # 264500080

See attached Exhibits B, C & D

**EXHIBIT "E"
FORM: 02/08/08****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

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

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

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

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

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

EXHIBIT "F"

**BLIGHTING REPORT FOR THE
4218 SOUTH 37TH ST. REDEVELOPMENT AREA**

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

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

EXHIBIT "G"

4218 South 37th St

EXHIBIT
"G"**SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL**

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. The Mayor has issued a Sustainable Action Agenda (SAA). The following chart also shows items that may relate to development projects.

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region		x
A3	Develop designated areas via incentives for "green" and technical industries		
A4	Increase riverfront development and provide safe public access and associated recreational activity		x
A5	Provide development incentives to encourage transit-oriented development		x
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets		x
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land.	X	
B2	Update local street design standards and implement the Complete Streets Ordinance		x
B3	Create Citywide, and multiple neighborhood-scale mobility plans		x
B4	Discourage development that reduces transit, bike and pedestrian activities		x
C1	Design public spaces and neighborhood streets as gathering spaces for people		x
C5	Maintain public spaces and neighborhood streets		x
D7*	Expand the City's urban tree canopy		x
SAA4	Increase the Number of Trees Planted by 16,000 or 15%		x
E1	Celebrate and increase activity along the Mississippi River		x
E2	Remove/change infrastructure to improve riverfront access		x
F1	Preserve and reuse buildings as a means of achieving sustainability	x	
F2	Continue to integrate preservation into the planning and building approval process	x	
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition	x	
F5	Promote the redevelopment of historic homes and commercial properties	x	
G1	Develop affordable homes in concert with long-range transit and development planning		x
G2	Encourage mixed-use affordable housing in high amenity neighborhoods		x

G4	Integrate low income housing into market-rate and mixed-use development		x
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing	X	
G8	Offer housing that is energy efficient and environmentally sustainable		x
H4	Continue to remove site contamination and promote brownfields redevelopment		x
I4	Ensure urban agriculture is a profitable, viable enterprise		
J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		x
J5	Increase the effectiveness of major commercial corridors		
J8	Incorporate sustainability in economic development programs		x
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		x
A5	Diversify the City's range of arts, creative and innovative industries		x
SAA6	Build Phase II of CORTEX bioscience and technology research district		
C2	Facilitate development of arts, culture and innovative TODs		
C5	Target developing arts and cultural districts for streetscape and public space improvements		
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		x
F1	Revitalize existing and develop new arts and cultural facilities		
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		x
E5	Create pathways for qualified low-income families to become homeowners	X	
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		x
F1	Address blighting and environmental health hazards		x
F6	Ensure the application of universal design and accessibility codes		x
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	x	
B5	Reduce exposure of lead-paint poisoning	x	
C1	Eliminate food deserts and improve access to fresh produce		
C3	Support urban agriculture opportunities in the City		x
SAA14	End chronic Homelessness		x
D4	Design buildings to encourage physical activity		x

V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		
A2	Encourage transit oriented development		x
SAA18	Increase bike racks by 150%		x
E3	Use pilot projects to explore ways to achieve net zero storm water discharge		x
G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings		x
G3	Ensure building and site development integrated with natural site ecology		x
G4	Advance the use of high-efficiency building related water systems and technologies		x
G5	Encourage re-use of materials and divert waste from land-fills		x
G6	Provide healthy interior environments in commercial buildings		
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	x	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		x
B2	Encourage small scale redevelopment with economic incentives	x	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		
C3	Focus on small and local businesses as a key part of the City economy		
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		x
D5	Market and encourage living in the City to recent college graduates		x
E3	Promote flexible development approaches by developers, land owners and business firms		x
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support		x
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		
G3	Foster innovation		x
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment	x	
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL	
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
F1	Preserve and reuse buildings as a means of achieving sustainability
F2	Continue to integrate preservation into the planning and building approval process
F4	Protect historic properties vulnerable to foreclosure, tax forfeiture, or demolition
F5	Promote the redevelopment of historic homes and commercial properties
A5	Plan and design buildings, spaces and environments for safety
B5	Reduce exposure of lead-paint poisoning
SAA26	Require a sustainability impact statement for all new City development
B2	Encourage small scale redevelopment with economic incentives
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment

ORDINANCE NO. 70071 - EXHIBITS B, C & D



Exhibit B
Project Area Plan
4218 South 37th St.
Existing Uses and Conditions
Unoccupied Residential, Fair Conditions
Project Area Boundary
Buildings
City Block Number



Exhibit C
Project Area Plan
4218 South 37th St.
Proposed Land Uses
Residential Use
Project Area Boundary
Buildings
City Block Number



Exhibit D
Project Area Plan
4218 South 37th St.
Project Acquisitions Map
Parcel Number
Project Area Boundary
Buildings
City Block Number



Approved: July 22, 2015

ORDINANCE #70072
Board Bill No. 102

An ordinance recommended by the Board of Public Service to vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the most western 213.53 feet of the 20 foot wide alley (aka Cozen Avenue) in City Block 3728 and bonded by Dr. Martin Luther King Drive, Whittier, Evans and Pendleton in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of a 20 foot wide alley in City Block 3728 in the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the point of intersection of the Eastern line of Pendleton Avenue with the Northern line of a 20 foot wide East-West alley in City Block 3728 in the City of St. Louis, Missouri; thence along the Northern line of said alley South 60 degrees 52 minutes 40 seconds East, 213.53 feet to the Southwest corner of a tract of land described in a deed to Kyle Anders and Muneera Nasser as recorded in Book 04082005, Page 0179 of the City of St. Louis Records; thence leaving said North line of the alley South 29 degrees 07 minutes 20 seconds West, 20.00 feet to a point on the Southern line of said Alley; thence along the Southern line of the 20-foot wide alley North 60 degrees 52 minutes 40 seconds West, 213.53 feet to the intersection with the aforesaid Eastern line of Pendleton Avenue; thence along said Eastern right-of-way line North 29 degrees 06 minutes 42 seconds East, 20.00 feet to the Point of Beginning and containing 4271 square feet or 0.098 acre more or less as per calculations by Stock & Associates Consulting Engineers, Inc during March, 2015.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Vacated area will be used to consolidate for development of a multi-family residence. A new north/south alley will be constructed and dedicated in order to maintain ingress and egress.

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

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

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

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

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

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

in good condition.

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions two (2) years from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: July 22, 2015

**ORDINANCE #70073
Board Bill No. 106**

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION PROJECT AGREEMENT BETWEEN THE CITY, THE PARKING COMMISSION OF THE CITY OF ST. LOUIS, AND THE HAMPTON BERTHOLD TRANSPORTATION DEVELOPMENT DISTRICT; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE HAMPTON BERTHOLD COMMUNITY IMPROVEMENT DISTRICT PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENTS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AUTHORIZING CERTAIN OTHER ACTIONS OF CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, pursuant to Mo. Rev. Stat. §§238.200 to 238.280 (the "TDD Act"), that certain Petition for the Creation of a Transportation Development District, was filed in the Circuit Court of the City ("TDD Petition") on November 7, 2013 for the creation of the Hampton Berthold Transportation Development District (the "TDD") and for the purpose of generating revenue to fund or assist in funding the "Transportation Project" described in the TDD Petition; and

WHEREAS, the Circuit Court of the City of St. Louis approved creation of the TDD on February 28, 2014

WHEREAS, the TDD intends to undertake that certain "Transportation Project" as described and defined in the TDD Petition, which Transportation Project will provide a benefit to the City by increasing the available supply of public parking and public access to the parcel described in the TDD Petition; and

WHEREAS, the Parking Commission of the City of St. Louis constitutes the "local transportation authority" under the TDD Act for the purposes of the Transportation 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 Transportation Project is vested exclusively with the Parking Commission; 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 Transportation Project; and

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

WHEREAS, the City intends to enter into that certain Transportation Project Agreement (the "TDD Agreement"), in the form attached hereto as Exhibit A and incorporated herein by reference, with the TDD and the Parking Commission, as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation 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 intends to transfer and the Parking Commission intends to accept such control and ownership pursuant to and on the terms set forth in the TDD Agreement; and

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

WHEREAS, Mo. Rev. Stat. 67.1400 et seq. (the "CID Act") authorized property owners with the approval of the City of St. Louis to establish Community Improvement Districts; and

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

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

WHEREAS, after duly noticed public hearing, the Board of Aldermen approved Ordinance 69605, approved November 6, 2013, establishing the Hampton/Berthold Community Improvement District; and

WHEREAS, the CID intends to undertake certain improvements within the District, including, without limitation, construction, reconstruction, installation, repair and maintenance, including meeting facilities, traffic or parking improvements, sidewalks, utilities, streetscape, lighting, storm water and drainage facilities (the "CID Project") and

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

WHEREAS, the City has issued, or will issue, a TIF Note in part for the purpose of financing the CID Project; and

WHEREAS, the CID intends to impose a tax of 1% on all retail sales within the District (the "CID Sales Tax") and desires to pledge a portion of the CID Sales Tax to the repayment of the TIF Note; and

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

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

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

SECTION ONE. The Board of Aldermen hereby approves the Transportation Project as submitted to the City.

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

SECTION THREE. The Board of Aldermen finds and determines that the Transportation Project is necessary and desirable in order to increase public access to the parcels described in the TDD Petition and increase the supply of available parking in the City.

SECTION FOUR. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the TDD Agreement by and between the City, the Parking Commission, and the TDD in similar form to that attached hereto as Exhibit A, and the CID Agreement by and between the City and the CID in similar form to that attached hereto as Exhibit B, and the City Register is hereby authorized and directed to attest to the TDD Agreement and the CID Agreement and to affix the seal of the City thereto. The Agreements 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 FIVE. The Mayor and Comptroller of the City or his or her designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor or Comptroller or his or her designated representatives.

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

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

EXHIBIT A – TDD AGREEMENT

INTERGOVERNMENTAL COOPERATION AGREEMENT

between the

CITY OF ST. LOUIS, MISSOURI,

and

THE HAMPTON BERTHOLD TRANSPORTATION DEVELOPMENT DISTRICT

and

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS

Dated as of: _____, 2015

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2015 by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, **THE PARKING COMMISSION OF THE CITY OF ST. LOUIS**, and **THE HAMPTON BERTHOLD TRANSPORTATION DEVELOPMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

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

WHEREAS, the Parking Commission of the City of St. Louis, pursuant to Section 82.470 RSMo. is vested with responsibility for public parking in the City of St. Louis, and as such is the local transportation authority for projects constructing public parking or containing components of public parking in the City of St. Louis;

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

of the City;

WHEREAS, the Missouri Transportation Development District Act, Sections 238.200 to 238.280, Revised Statutes of Missouri, (the "TDD Act"), authorizes the creation of a transportation development district to fund, promote, plan, design, construct, improve, maintain and operate certain transportation projects, as provided for by the TDD Act;

WHEREAS, on August 23, 2012 developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

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

WHEREAS, on October 30, 2012 following a public hearing on the same date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Hampton Berthold Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on January 30, 2013, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69379 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69379 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, the property owners in the vicinity of Hampton Berthold filed a petition for the formation of the transportation development district (the "TDD Petition") with the City of St. Louis, Missouri;

WHEREAS, the TDD Petition identified the creation of public parking, improvements to adjacent streets and traffic signalization as projects authorized to be undertaken by the District (the "TDD Projects");

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

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

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

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

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

ARTICLE I.

1.01 Definitions of Words and Terms.

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

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

“Approving Ordinance” means Ordinance 69379, as may be amended, adopted by the City on January 30, 2013, approving the Redevelopment Plan.

“Authorizing Ordinance” means Ordinance 69379, as may be amended, adopted by the City on January 30, 2013, authorizing the Redevelopment Agreement.

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

“City” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri.

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

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

“District” or “TDD” means The Hampton Berthold Transaction Development District, a political subdivision of the State of Missouri, pursuant to and in accordance with the TDD Act.

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

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

“Note Ordinance” means Ordinance 69490 approved by the City on July 2, 2013 as authorizing the issuance of not to exceed \$2.850 Million Dollars, plus the costs of issuance, in TIF Obligations.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of _____ by and between the City and the developer as authorized by Ordinance 69380, including all amendments thereto.

“Redevelopment Projects” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69380.

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

“TDD Act” means the Missouri Transaction Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended.

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

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

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

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

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

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

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

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

ARTICLE II. REPRESENTATIONS

2.01 Representations by the District. The District represents as follows:

(a) The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

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

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

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

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

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

2.02 Representations by the City. The City represents as follows:

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

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

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

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

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

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

2.03. Representations of the Parking Commission. The Parking Commission represents as follows:

(a) The Parking Authority is a public corporation created and existing under Section 82. 470 RSMo.;

(b) The Parking Authority has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of the Commission, the Commission has been duly authorized to execute and deliver this Agreement, acting by and through the Treasurer of the City of St. Louis, in his capacity as Supervisor of Parking.

(c) The Commission has taken all necessary action to approve the TDD Project, subject to the terms of this Agreement.

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

(g) (e) No member or employee of the Parking Commission has any significant or conflicting interest, financial or otherwise, in the TDD Projects or in the transactions contemplated by this Agreement.

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

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

3.01 Construction of the TDD Projects. The District, the Parking Commission, and the City all hereby acknowledge that the TDD Project is part of the Redevelopment Project being undertaken under the Redevelopment Plan. The parties acknowledge and agree that construction of the TDD Project may be substantially complete in accordance with the Redevelopment Plan, the Redevelopment Agreement and this Agreement.

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

3.03 Designation of TDD Projects. The TDD projects will consist of the construction of a structured parking facility open to the public pursuant to an easement, including but not limited to site work, pavement, utilities, lighting, landscaping, and associated storm water facilities, and all associated professional and finance costs, and improvements to adjacent streets and traffic signalization.

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

4.01 Creation of Special Allocation Fund. The City has established the TDD Revenue Account in the Special Allocation Fund pursuant to the Note Ordinance and the Redevelopment Agreement, into which there shall be deposited Available TDD Revenue.

4.02 Collection of TDD Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the TDD Sales Tax from businesses within the district boundaries or to cause said collection by the Missouri Department of Revenue. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, all of the TDD Sales Tax collected on behalf of the District, less the Collection Fee, TDD Administration Costs, and initial costs related to _____ the District. The City, having received the TDD Sales Tax proceeds from the District, shall deposit all Available TDD Revenues into the TDD Revenue Account in the Special Allocation Fund.

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

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

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

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

4.06 Use of TDD Sales Tax Revenues. Beginning in the first month following the effective date of the TDD Sales Tax and continuing each month thereafter until the expiration or repeal of the TDD Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all TDD Revenue collected by the District in the previous month less the Collection Fee and TDD Administrative Costs. The City shall (i) first, deposit that portion of TDD Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; (ii) second, deposit all remaining Available TDD Revenue into the TDD Revenue Account of the Special Allocation Fund. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available TDD Revenue on deposit in the Special Allocation Fund shall be applied solely to pay Debt Service on the portion of the TIF Obligations related to the TDD Projects.

4.07 Repeal of TDD Sales Tax. So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the District's ability to repay that portion of the TIF Obligations that are outstanding and which are related to the TDD Projects.

**ARTICLE V.
TDD PROJECT FINANCING**

5.01 Financing of the TDD Projects. The parties acknowledge and agree that the City has agreed to issue a TIF Note, in part for the purpose of financing the construction of the TDD Projects. Subject to the requirements of the TDD Act, subject

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

5.02 Application of TDD Revenues. Subject to the limits provided in **Article IV** of this Agreement, the District hereby agrees to appropriate all Available TDD Revenues that shall be from time to time deposited in the TDD Revenue Account of the Special Allocation Fund, which shall be applied solely to the payment of Debt Service on that portion of the TIF Obligations related to the TDD Projects. The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the TDD Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

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

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

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

ARTICLE VI. GENERAL PROVISIONS

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

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

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

If to the District:

Hampton/Berthold Transaction Development District
c/o Tri-Star Imports, Inc.
1048 Hampton Avenue
St. Louis, MO 63110
Attention: Thomas P. Hennekes

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: William J. Kuehling, Esq.

If to Parking Commission:

Treasurer – City of St. Louis
133 S. 11th Street, Suite 510
St. Louis, MO 63102
Attention: Treasurer

If to the City:

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

And to:

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

With a copy to:

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

And to:

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

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

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

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

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

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

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

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

ARTICLE VII. MISCELLANEOUS

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

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

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

7.04 Additional Covenants of the District. The District shall maintain its existence until all TIF Obligations have been paid in full, at which time the District shall dissolve and the TDD Sales Tax shall no longer be levied. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to

inspection by the City at all reasonable times. The District shall not exercise any powers or undertake any action authorized under the TDD Act.

**ARTICLE VIII.
TERM**

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

[Remainder of page intentionally left blank.]

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

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Winston Calvert, City Counselor

“DISTRICT”:

**HAMPTON BERTHOLD TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

[SEAL]

Attest:

_____, Secretary

**PARKING COMMISSION OF THE CITY OF
ST. LOUIS**

By: _____
Name: _____
Title: _____

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

On this ____ day of _____, 2015, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the Executive Director of the Hampton Berthold Transaction Development District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Transaction Development District.

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

Notary Public
Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2015, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

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

On this ____ day of _____, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

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

On this ____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she is the Treasurer of the City of St. Louis, Missouri, a political subdivision of the State of Missouri, and said instrument was signed on behalf of said Parking Commission, and said individual acknowledged said instrument to be the free act and deed of said Parking Commission.

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 Commission Expires: _____

EXHIBIT A TO TDD AGREEMENT

FORM OF TDD SALES TAX COLLECTION REPORT

EXHIBIT B - CID AGREEMENT

INTERGOVERNMENTAL COOPERATION AGREEMENT

between the

CITY OF ST. LOUIS, MISSOURI,

and

THE NORTH BROADWAY CARRIE COMMUNITY IMPROVEMENT DISTRICT

Dated as of: _____, 2015

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2015, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE HAMPTON/BERTHOLD COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

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

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

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

WHEREAS, on August 23, 2012, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

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

under the Redevelopment Plan;

WHEREAS, on October 30, 2012 following a public hearing on the same date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Hampton Berthold Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on January 30, 2013, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69379 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69380 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, on _____, the property owners in the vicinity of Hampton/Berthold filed a petition for the formation of the community improvement district (the "CID Petition") with the City of St. Louis, Missouri;

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

WHEREAS, on November 6, 2013, the City approved Ordinance No. 69605, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District has imposed a community improvement district sales tax at a rate of one percent (1%) (the "CID Sales Tax") pursuant to the CID Act for a period not to exceed twenty years, for the purpose of providing funds to finance the costs of the CID Projects or to pay Debt Service on TIF Obligations issued by the City;

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

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

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

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

ARTICLE IX.

9.01 Definitions of Words and Terms.

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

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

"Approving Ordinance" means Ordinance 69379, as may be amended, adopted by the City on January 30, 2013, approving the Redevelopment Plan.

"Authorizing Ordinance" means Ordinance 69380, as may be amended, adopted by the City on January 30, 2013, authorizing the Redevelopment Agreement.

"Available CID Revenue" means all proceeds of the CID Sales Tax imposed by the District, after deducting (a) the

Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the CID Administrative Costs.

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

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

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

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

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

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

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

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

“District” or “CID” means The Hampton Berthold Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 68966, pursuant to and in accordance with the CID Act.

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

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

“Note Ordinance” means Ordinance 69490 approved by the City on July 2, 2013 as and authorizing the issuance of not to exceed \$2.850 Million Dollars, plus the costs of issuance, in TIF Obligations.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of November 1, 2011 by and between the City and the developer as authorized by Ordinance 68878, including all amendments thereto.

“Redevelopment Projects” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69380.

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

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

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

9.02 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative

words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

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

ARTICLE X. REPRESENTATIONS

10.01 Representations by the District. The District represents as follows:

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

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

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

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

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

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

10.2 Representations by the City. The City represents as follows:

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

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

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

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

(e) No member or employee of the City has any significant or conflicting interest, financial or otherwise,

in the CID Projects or in the transactions contemplated by this Agreement.

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

ARTICLE XI. CONSTRUCTION, MAINTENANCE AND USE OF THE CID PROJECTS

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

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

11.03 Designation of CID Projects. CID Projects shall be those items collectively referred to as the Project in the CID Petition.

ARTICLE XII. COLLECTION OF CID SALES TAX

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

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

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

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

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

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

12.06 Use of CID Sales Tax Revenues. Beginning in the first month following the effective date of the CID Sales Tax and continuing each month thereafter until the expiration or repeal of the CID Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all CID Revenue collected by the District in the previous month less the Collection Fee. The City shall (i) first, deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; and (ii) second, deposit all remaining Available CID Revenue into the Special Allocation Fund. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available CID Revenue on deposit in the Special Allocation Fund shall be applied solely to pay Debt Service on the portion of the TIF Obligations related to the CID Projects.

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

ARTICLE XIII. CID PROJECT FINANCING

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

13.02 Application of CID Revenues. Subject to the limits provided in **Article IV** of this Agreement, the District hereby agrees to appropriate all Available CID Revenues that shall be from time to time deposited in the Special Allocation Fund, which shall be applied solely to the payment of Debt Service on that portion of the TIF Obligations related to the CID Projects. The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the CID Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

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

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

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

**ARTICLE XIV.
GENERAL PROVISIONS**

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

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

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

If To The District:

Hampton Berthold Community Improvement District
c/o Tri-Star Imports, Inc.
1048 Hampton Ave.
St. Louis, MO 63110
Attention: Thomas P. Hennekes

With a copy to:

Thompson Coburn LLP
One US Bank Plaza
St. Louis, Missouri 63101
Attention: William J. Kuehling, Esq.

If to the City:

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

And to:

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

With a copy to:

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

And to:

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

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

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

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

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

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

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

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

**ARTICLE XVI.
TERM**

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

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

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Winston Calvert, City Counselor

“DISTRICT”:

**HAMPTON/BERTHOLD COMMUNITY
IMPROVEMENT DISTRICT**

By: _____
Name: _____
Title: _____

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

On this ____ day of _____ 2015, before me, a Notary Public in and for said state, personally appeared _____, who acknowledged himself to be the President of the Hampton Berthold Community Improvement District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Community Improvement District.

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

Notary Public

Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2015, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

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

On this ____ day of _____, 2015, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires: _____

**EXHIBIT A TO CID AGREEMENT
FORM OF CID SALES TAX COLLECTION REPORT
(Is on file in the Register's Office.)**

Approved: July 22, 2015

ORDINANCE #70074
Board Bill No. 117
As Amended

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation to procure a loan for the purpose of funding the acquisition of real property in The City of St. Louis, Missouri, including the costs of securing options to purchase such real property, and other costs necessary to prepare such real property as a site for the western headquarters of the National Geospatial-Intelligence Agency, including, without limitation, the costs of relocation, remediation, demolition, clearance, surveys and site work; authorizing the St. Louis Municipal Finance Corporation to execute certain documents related thereto; authorizing the Mayor and the Comptroller to execute certain documents related thereto; and authorizing and directing the taking of other actions and the approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof.

WHEREAS, the National Geospatial-Intelligence Agency (the “**NGA**”) has expressed interest in relocating its western headquarters (the “**NGA West Facilities Modernization Project**”) to a site located near the intersection of N. Jefferson Avenue and Cass Avenue (the “**Proposed NGA Location**”); and

WHEREAS, in order for the Proposed NGA Location to be further considered by the NGA as the location for the NGA West Facilities Modernization Project, The City of St. Louis, Missouri (the “**City**”) or an affiliated entity must be able to deliver the Proposed NGA Location under one controlling ownership, environmentally clean and with all buildings removed, streets and alleys vacated, building foundations and utilities removed to a depth of at least three feet below grade, and utility and other facilities relocated (collectively, the “**NGA Preparation Work**”); and

WHEREAS, it is in the best interest of the City and will promote the general welfare and safety of the residents of the City if the NGA selects the Proposed NGA Location for the NGA West Facilities Modernization Project; and

WHEREAS, the NGA Preparation Work is included within the scope of activities to be undertaken pursuant to the Redevelopment Plan for the Cass Ave., Jefferson Ave./Parnell St., Montgomery St., North 22nd St. Redevelopment Area (the “**LCRA Redevelopment Plan**”) approved by the Board of Aldermen of the City by Ordinance No. 69977 adopted on February 13, 2015; and

WHEREAS, pursuant to Ordinance No. 69977, the Board of Aldermen of the City pledged its cooperation in helping to carry out the LCRA Redevelopment Plan; and

WHEREAS, pursuant to House Bill No. 514, adopted by the Missouri General Assembly on May 6, 2015 (“**HB 514**”), the State of Missouri, acting through the Department of Economic Development and the Office of Administration, will, upon execution of HB 514 by the Governor, be authorized to enter into a financing agreement with the City or an affiliated entity to assist in financing costs associated with securing the NGA West Facilities Modernization Project at the Proposed NGA Location (the “**State Financing Agreement**”); and

WHEREAS, the City desires to authorize and direct the St. Louis Municipal Finance Corporation (the “**Corporation**”) to procure a loan (the “**SLMFC Loan**”) initially in the principal amount of not to exceed \$13,000,000 if the Leased Property (defined herein) is not refinanced as part of the SLMFC Loan or \$20,000,000 if the Leased Property is refinanced as part of the SLMFC Loan, and including provisions for the Corporation to increase the maximum principal amount of the SLMFC Loan if the State Financing Agreement, as contemplated by HB 514, is executed; and

WHEREAS, a portion of the proceeds of the SLMFC Loan will be loaned to a special purpose entity (the “**SPE**”) to be created by the Land Clearance for Redevelopment Authority of the City of St. Louis (the “**LCRA**”) for the purpose of completing the NGA Preparation Work (the “**SPE Secured Loan Facility**”); and

WHEREAS, to procure the SLMFC Loan, the City may be required to provide first mortgages on the City’s fee simple interest in the properties located at 1520 Market Street and 1415 N. 13th Street, agree to use restrictions on such properties and/or enter into a financing agreement with the Corporation, wherein the City will agree, subject to annual appropriation, to apply certain funds to the repayment of the SLMFC Loan (the “**City Financing Agreement**”); and

WHEREAS, to procure the SLMFC Loan, the Corporation may be required to pledge and collaterally assign (a) the SPE Secured Loan Facility, including the SPE’s promise to repay the loan and a security interest in the assets acquired by the SPE (including, without limitation, real property acquired by the SPE and option contracts to acquire real property), (b) the above-described mortgages (if granted to the Corporation by the City), (c) the City Financing Agreement, and (d) other property and contract interests that may be acquired by the SPE with the proceeds of the Secured Loan Facility; and

WHEREAS, it is in the best interest of the City to direct the Corporation to procure the SLMFC Loan and enter into the SPE Secured Loan Facility to provide a source of funds for the SPE to complete the NGA Preparation Work; and

WHEREAS, it is in the best interest of the City to enter into the City Financing Agreement and State Financing Agreement to assist in funding costs associated with securing the NGA West Facilities Modernization Project at the Proposed NGA Location.

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

Section 1. Definitions. Capitalized terms used herein and not otherwise defined in this Ordinance shall be defined as follows:

“Base Lease” means the Base Lease dated as of June 1, 2007, between the City, as lessor, and the Corporation, as lessee, relating to the property located at 1520 Market Street in the City, as amended and supplemented by the First Supplemental Base Lease dated as of May 1, 2011, and as may be further amended and supplemented in accordance with the terms thereof, pursuant to which the City conveyed a leasehold interest in the Leased Property to the Corporation.

“Board of Aldermen” means the Board of Aldermen of the City.

“City” means The City of St. Louis, Missouri.

“City Documents” means the First Mortgage Deeds of Trust, if any, the Use Restrictions, if any, the Collateral Assignment, the City Financing Agreement, the Tax Compliance Agreement, if any, the State Financing Agreement and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the procurement of the SLMFC Loan and to carry out and comply with the intent of this Ordinance.

“City Financing Agreement” means an agreement or agreements between the City and the Corporation (which may be in the form of supplements to the Base Lease and/or Lease Purchase Agreement), whereby the City agrees to provide additional funds, subject to annual appropriation, for payments on the SLMFC Loan.

“Collateral Assignment” means a collateral assignment of (i) the SPE Secured Credit Facility, (ii) the First Mortgage Deeds of Trust (if granted to the Corporation by the City), (iii) the Use Restrictions (if granted to the Corporation by the City), (iv) the City Financing Agreement and (v) any other property or interest necessary or desirable to facilitate the procurement of the SLMFC Loan.

“Comptroller” means the Comptroller of the City.

“Corporation” means the St. Louis Municipal Finance Corporation.

“Corporation Documents” means the SLMFC Loan Agreement, the Collateral Assignment, the City Financing Agreement, the Leasehold Deed of Trust, if any, the Tax Compliance Agreement, if any, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the procurement of the SLMFC Loan and to carry out and comply with the intent of this Ordinance.

“Financial Advisor” means Public Financial Management, Inc.

“First Mortgage Deeds of Trust” means the first mortgage deed of trust on each of the First Mortgage Properties.

“First Mortgage Properties” means the City’s fee simple interest in the properties located at 1520 Market Street (office building) (which is subject to the Base Lease and Lease Purchase Agreement) and 1415 N. 13th Street (Forestry Division and Facilities Management facility).

“LCRA” means the Land Clearance for Redevelopment Authority of the City of St. Louis.

“Lease Purchase Agreement” means the Lease Purchase Agreement dated as of June 1, 2007, between the City, as lessee, and the Corporation, as lessor, relating to the property located at 1520 Market Street in the City, as amended and supplemented by the First Amended and Supplemental Lease Purchase Agreement dated as of May 1, 2011, and as may be further amended and supplemented in accordance with the terms thereof, pursuant to which the City conveyed a leasehold interest in the Leased Property to the Corporation.

“Leased Property” means the real property described in the Lease Purchase Agreement together with any improvements

constructed thereon.

“Leasehold Deed of Trust” means a deed of trust for the benefit of the SLMFC Loan Provider, granted by the Corporation and secured by the Corporation’s interest in the Base Lease.

“NGA” means the National Geospatial-Intelligence Agency.

“NGA Earnings Tax Revenues” means the amount of earnings tax collected by the City associated with the operations of the NGA that are contributed by the City pursuant to the State Financing Agreement, subject to annual appropriation, which shall not exceed \$1,500,000 per fiscal year. The portion of the NGA Earnings Tax Revenues attributable to the redevelopment area described in the NorthSide Regeneration Tax Increment Financing (TIF) Redevelopment Plan shall be deposited into a separated, segregated account of the Special Allocation Fund to be known as the “NGA Jobs Fund” until disbursed pursuant to the State Financing Agreement.

“NGA Project Costs” means the costs to complete the NGA Preparation Work, including, without limitation, (i) the costs of purchasing real property or interests therein and/or options to purchase real property or interests therein within the Proposed NGA Location, (ii) relocation, remediation, demolition, clearance, survey, site work and transactional expenses, and (iii) interest payments on the SLMFC Loan. The NGA Project Costs shall also include costs incurred by the LCRA or the SPE in furtherance of the NGA Preparation Work prior to the procurement of the SLMFC Loan.

“Placement Agent” means Stifel, Nicolaus & Company, Incorporated.

“Proposed NGA Location” means the area identified by the NGA as a potential location for the NGA West Facilities Modernization Project, which includes approximately 99 acres northeast of the intersection of N. Jefferson Avenue and Cass Avenue and approximately 34 acres located southeast of the intersection of N. Jefferson Avenue and Cass Avenue.

“Register” means the Register of the City.

“SLMFC Loan” means the loan to the Corporation in an aggregate principal amount initially of not to exceed \$13,000,000 if the Leased Property is not refinanced as part of the SLMFC Loan or \$20,000,000 if the Leased Property is refinanced as part of the SLMFC Loan, but which may be increased from time to time by resolution of the Board of Aldermen.

“SLMFC Loan Agreement” means an agreement entered into by and between the SLMFC Loan Provider and the Corporation providing for the SLMFC Loan.

“SLMFC Loan Provider” means one or more banks or financial institutions that extend the SLMFC Loan.

“SPE” means the special purpose entity formed by LCRA.

“SPE Secured Credit Facility” means the loan agreement between the Corporation and the SPE, under which the Corporation will advance a portion of the proceeds of the SLMFC Loan, from time to time, to the SPE to fund the costs of the NGA Preparation Work.

“State” means the State of Missouri.

“State Financing Agreement” means a financing agreement entered into by and between the State, acting through its Department of Economic Development and the Office of Administration, and the City, acting directly, through an affiliated entity (including, without limitation, the Corporation) or the LCRA, providing for the annual appropriation and disbursement of State income tax revenues generated from the operations of the NGA and NGA Earnings Tax Revenues disbursed by the City to fund costs associated with the NGA Project.

“Tax Compliance Agreement” means a Tax Compliance Agreement entered into by and among the City, the Corporation, the SPE and the Trustee.

“Use Restrictions” means any agreement by the City for the benefit of the Corporation or any SLMFC Loan Provider to restrict the use of the First Mortgage Properties.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines as follows:

(a) It is in the best interest of the City to authorize and direct the Corporation to procure the SLMFC Loan to make advances under the SPE Secured Credit Facility to the SPE so that the SPE has a source of funds to complete the NGA Preparation Work.

(b) The procurement by the Corporation of the SLMFC Loan through a private placement by the Placement Agent is necessary and desirable for the City.

(c) In connection with the procurement of the SLMFC Loan, it is necessary to execute and deliver the City Documents (except the State Financing Agreement) and the Corporation Documents.

(d) It is in the best interest of the City to authorize and direct the execution and delivery of the State Financing Agreement.

Section 3. Authority and Direction to Procure the SLMFC Loan. The City hereby authorizes and directs the Corporation, upon terms suitable to the Corporation, the Comptroller and the SPE (with the advice of the Financial Advisor), to procure the SLMFC Loan for the purposes set forth in Section 2 hereof. The SLMFC Loan (i) shall have a final term not more than twenty (20) years from the issuance thereof, (ii) shall bear a fixed rate of interest of not more than 6% or a variable rate of interest acceptable to the Corporation, the Comptroller and the SPE, and (iii) shall be amortized semi-annually and pre-payable at any time, in whole or in part, without penalty, at the option of the Corporation.

Section 4. Limited Obligations.

(a) The SLMFC Loan and the interest thereon shall be limited obligations payable by the Corporation solely from (i) proceeds from the SLMFC Loan, (ii) loan repayments made by the SPE pursuant to the SPE Secured Credit Facility, including repayments attributable to the sale of the Proposed NGA Location to the NGA and/or other purchasers, (ii) payments made by the City, subject to annual appropriation, pursuant to the City Financing Agreement and the Lease Purchase Agreement, and (iii) other funds which may be available to pay the SLMFC Loan as a result of payments by the City and/or the State pursuant to the State Financing Agreement. The SLMFC Loan and the interest thereon do not and shall not constitute an indebtedness of the City, the State or any instrumentality or political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. The obligation, if any, of the City to make payments pursuant to the City Financing Agreement and the Lease Purchase Agreement is subject to annual appropriation as shall be provided therein and shall not constitute a debt of the City. The taxing power of the City is not pledged to the payment of the SLMFC Loan either as to principal or interest. Notwithstanding anything herein to the contrary, if the interest on the SLMFC Loan is tax-exempt, the SLMFC Loan shall be issued in a form and under such terms as shall ensure and maintain the security and tax-exempt status of the interest on the SLMFC Loan.

(b) The obligations of the City under the State Financing Agreement shall be limited obligations payable by the City solely from NGA Earnings Tax Revenues and do not and shall not constitute an indebtedness of the City, the State or any instrumentality or political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitation or restriction. The obligation, if any, of the City to make payments from NGA Earnings Tax Revenues is subject to annual appropriation and shall not constitute a debt of the City. The taxing power of the City is not pledged to the payment of any obligations under the State Financing Agreement.

Section 5. Authority and Direction to Execute and Deliver Corporation Documents. In connection with the procurement of the SLMFC Loan, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents, in forms that are consistent with the provisions of this Ordinance, and as such Corporation Documents are approved by the City Counselor and the appropriate officers of the Corporation executing such documents, with the respective signatures of such officers thereon to be evidence of the approval of the Corporation.

Section 6. Authority and Direction to Execute and Deliver City Documents. The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the City Documents in forms that are consistent with the provisions of this Ordinance, as such City Documents are approved by the Board of Estimate and Apportionment, and as are approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the City Documents and to attest the same.

Section 7. Selection of Municipal Advisor, Placement Agent and Other Participants. The appointment of the Financial Advisor, the Placement Agent and such other advisors, counsel and participants to the proposed transactions is consistent with previous action of the Comptroller's Office, the Corporation and the LCRA, and is desirable in order to further the purposes of this Ordinance shall be selected pursuant to the terms and provisions of Ordinance No. 64102.

Section 8. Further Authority. The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officials, officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 9. Severability. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 10. Construction. In the event of any inconsistency between the provisions of this Ordinance and the provisions of any prior ordinances, the provisions of this Ordinance shall prevail.

Section 11. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri without reference to its conflict of laws principles.

Approved: July 22, 2015

**ORDINANCE #70075
Board Bill No. 119**

An Ordinance amending Ordinance No. 68572, which ordinance relates to a lease (the "Ground Lease") between The City of St. Louis, Missouri (the "City") and the Port Authority Commission of The City of St. Louis ("Port") for certain land and improvements comprising the Municipal River Terminal ("MRT") on the North River Front, approved by the Board of Estimate and Apportionment, the Port Commission and the Board of Public Service; authorizing an extension of time to the Ground Lease authorized under said ordinance, and thereby authorizing the execution of a first amendment (the "First Amendment") to a lease agreement (the "Port Lease Agreement") in order to extend the term to twenty-five (25) years by and between the Port and SCF Lewis and Clark Terminals, LLC ("SCF") and approving the form of the Standard Provisions, as modified, attached to said Port Lease Agreement; authorizing other matters with respect thereto, and containing a severability clause.

WHEREAS, the City, by Ordinance No. 68572, did lease for twenty-five (25) years certain land and improvements comprising the MRT on the North River Front to the Port on or about March 1, 2012 for the Port to sublease said land and improvements to the highest and best bidder and requires the parties to, at a minimum, comply with the Standard Provisions; and

WHEREAS, two (2) requests for proposals were issued due to the withdrawal of potential lessees in the negotiation process for the highest and best bidders over a period of approximately three (3) years; and

WHEREAS, the Port has now selected SCF as its lessee and is desirous of entering into a twenty-five (25) year Port Lease Agreement as allowed in the City Charter, Article 1, Section 16, which requires an amendment to Ordinance No. 68572 to extend the term of the Ground Lease to twenty-five (25) years; and

WHEREAS, Ordinance 68572 required the parties to comply with the Standard Provisions; and

WHEREAS, the parties to the Port Lease Agreement determined that certain terms of the Standard Provisions conflicted with the terms of the Port Lease Agreement, as negotiated, and consequently the Standard Provisions as required by Ordinance No. 68572 were required to be modified, in part; and

WHEREAS, the Port desires to now utilize the Standard Provisions, as modified, and as will be attached to the Port Lease Agreement with SCF.

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

SECTION ONE. The Board of Aldermen finds and determines that it is necessary and desirable to amend Ordinance No. 68572 to extend the Ground Lease by a written amendment between the City and the Port to the full twenty-five (25) years, as provided in the City Charter, Article 1, Section 16.

SECTION TWO. The Board of Aldermen hereby approves, and the City and the Executive Director of the Port are hereby authorized to execute, on behalf of the City and the Port, the First Amendment to the Port Lease Agreement with SCF in order to enable said Port Lease Agreement to be for a full term twenty-five (25) years, as provided in the City Charter, Article 1, Section 16.

SECTION THREE. The Board of Aldermen finds and determines that it is necessary and desirable to amend Ordinance No. 68572 to approve of the Standard Provisions, as modified, (a black line version attached hereto as *Exhibit A* indicating the negotiated, necessary changes).

SECTION FOUR. The Board of Aldermen hereby approves, and the City and the Executive Director of the Port are hereby authorized to execute, on behalf of the City and the Port, the Port Lease Agreement with the modified Standard Provisions by and between the Port and SCF. The Standard Provisions, as modified, shall be in substantially the form attached, with such changes therein as shall be approved by said Executive Director executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

SECTION FIVE. The Executive Director or his designated representatives, with the advice and concurrence of the City Counselor and after approval by the Port Commission, is hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes.

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

SECTION SEVEN. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto.

EXHIBIT A
Black line version of Standard Provisions showing modifications
(Is on file in the Register's Office.)

Approved: July 22, 2015

ORDINANCE #70076
Board Bill No. 120

An Ordinance affirming adoption of a redevelopment plan, redevelopment area, and redevelopment project; authorizing the execution of a redevelopment agreement between the City of St. Louis and Jerry Ackerman Motor Company; prescribing the form and details of said agreement; designating Jerry Ackerman Motor Company, as developer of the redevelopment area; making certain findings with respect thereto; authorizing other related actions in connection with the redevelopment of certain property within the redevelopment area; and containing a severability clause.

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

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

WHEREAS, on June 3, 2015, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act (hereinafter defined) and received comments from all interested persons and taxing districts affected by the below-defined Redevelopment Plan and the redevelopment project described therein; and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the "Act" or "TIF Act"), and after due consideration of the TIF Commission's recommendations, the Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. _____ Board Bill No. ____ on July __, 2015, which Ordinance: (i) adopted and approved a redevelopment plan entitled the "Northeast Hampton/I-44 Tax Increment Financing (TIF) Redevelopment Plan" dated May 15, 2015 (the "Redevelopment Plan") (ii) designated the Northeast Hampton/I-44 Redevelopment Area (as described in the Redevelopment Plan) as a "redevelopment area" as that term is defined in the TIF Act (the "Redevelopment Area"), (iii) adopted and approved the Redevelopment Project described in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the Redevelopment Area, (v) established the City of St. Louis, Missouri "Northeast Hampton/I-44 Special Allocation Fund," and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the Act; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by the preparation of the site, and the development of commercial uses, as set forth in the Redevelopment Plan (the "Redevelopment Project," or "TIF Project"); and

WHEREAS, pursuant to Ordinance No. _____ Board Bill No. ____, the Board of Aldermen has determined that completion of the Redevelopment Project is of economic significance to the City, will serve to benefit the general welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a "blighted area" as provided in the TIF Act, and further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the adoption of tax increment allocation financing and would not otherwise be completed; and

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

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into an agreement with Jerry Ackerman Motor Company, a Missouri corporation (the "Developer"), in order that Developer may complete the Redevelopment Project which will provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a plan for the optimal growth of the City, encouragement of a sense of community identity, safety and civic pride and the elimination of impediments to development in the City of St. Louis; and

WHEREAS, pursuant to the provisions of the TIF Act, the City is authorized to enter into a redevelopment agreement with the Developer, setting forth the respective rights and obligations of the City and the Developer with regard to the redevelopment of the Redevelopment Area (the "Redevelopment Agreement"); and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement attached as Exhibit A hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the Redevelopment Plan.

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

SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with Jerry Ackerman Motor Company, as Developer of the Redevelopment Area, in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for completion of the Redevelopment Project.

SECTION TWO. The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the Redevelopment Project and to enable Jerry Ackerman Motor Company, as Developer of the Redevelopment Area, to carry out its proposal for completion of the Redevelopment Project.

SECTION THREE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Redevelopment Agreement by and between the City and the Developer attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the Redevelopment Agreement and

to affix the seal of the City thereto. The Redevelopment Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

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

SECTION SEVEN. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of this Ordinance, the Developer has not (i) executed a redevelopment agreement pertaining to the Redevelopment Project and (ii) paid all fees due to the City in accordance with the terms of the redevelopment agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

Exhibit A
NORTHEAST HAMPTON/I-44 TIF REDEVELOPMENT AGREEMENT
(Is on file in the Register's Office.)

Approved: July 27, 2015

ORDINANCE #70077
Board Bill No. 121

An Ordinance designating a portion of the City of St. Louis, Missouri as a redevelopment area known as the Northeast Hampton/I-44 Redevelopment Area pursuant to the Real Property Tax Increment Allocation Redevelopment Act; approving a redevelopment plan and a redevelopment project with respect thereto; adopting tax increment financing within the redevelopment area; making findings with respect thereto; establishing the Northeast Hampton/I-44 Special Allocation Fund; authorizing certain actions by City officials; and containing a severability clause.

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

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

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

recommendations thereon to the City; and

WHEREAS, staff and consultants of the City and Jerry Ackerman Motor Company, a Missouri corporation (the “Developer”), prepared a plan for redevelopment titled the “Northeast Hampton/1-44 Tax Increment Financing (TIF) Redevelopment Plan” dated May 15, 2015 (the “Redevelopment Plan”) for an area located generally at the northeast corner of the intersection of Hampton Avenue and Interstate 44 (which formerly was occupied by the Metropolitan Sewer District) (the “Redevelopment Area” or “Area”), which Redevelopment Area is more fully described in the Redevelopment Plan, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by demolishing and clearing the existing improvements within the Redevelopment Area and developing commercial uses thereon, including a automobile dealership and service center (the “Redevelopment Project”); and

WHEREAS, on June 3, 2015, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act and received comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on June 10, 2015, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the elimination of blighting conditions, preservation of historic structures, the creation of new jobs in the City, increased property values and tax revenues, stabilization of the Redevelopment Area, facilitation of the economic stability of the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

WHEREAS, on June 10, 2015, the TIF Commission voted to recommend that the Board of Aldermen adopt an ordinance in the form required by the Act (i) adopting tax increment financing within the Redevelopment Area, (ii) approving the Redevelopment Plan, (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the Act, (iv) approving the Redevelopment Project described in the Redevelopment Plan, and (v) approving the issuance of one or more tax increment financing revenue notes in the amount as specified in the Redevelopment Plan; and

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

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

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

WHEREAS, the property constituting the Redevelopment Area is underutilized and vacant, thus discouraging investment, and the Redevelopment Area represents a social and economic liability to the City; and

WHEREAS, it is necessary and desirable and in the best interest of the City to approve the Redevelopment Project to allow the rehabilitation of the Redevelopment Area into commercial use; and

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

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

SECTION ONE. The Board of Aldermen hereby makes the following findings:

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

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

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

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

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

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

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

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

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

SECTION THREE. The Redevelopment Plan dated May 15, 2015 as reviewed and recommended by the TIF Commission on June 10, 2015, including amendments thereto, if any, and the Redevelopment Project described in the Redevelopment Plan are hereby adopted and approved. A copy of the Redevelopment Plan is attached hereto as Exhibit A and incorporated herein by reference.

SECTION FOUR. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “Northeast Hampton/I-44 Special Allocation Fund.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the Northeast Hampton/I-44 Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof.

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

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

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project and any applicable penalty and interest

over and above the initial equalized assessed value of each such unit of property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid to the City Treasurer, who shall deposit such payments in lieu of taxes into the Northeast Hampton/I-44 Special Allocation Fund for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

SECTION SIX. In addition to the payments in lieu of taxes described in Section Five of this Ordinance, if any, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year prior to the adoption of the Redevelopment Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000) as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Union Station Phase 2 Special Allocation Fund.

SECTION SEVEN. The Comptroller of the City is hereby authorized to enter into agreements or contracts with other taxing districts as necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections Five and Six of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Northeast Hampton/I-44 Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

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

SECTION NINE. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

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

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

EXHIBIT A
NORTHEAST HAMPTON/I-44 TIF REDEVELOPMENT PLAN
(Is on file in the Register's Office.)

Approved: July 27, 2015