ORDINANCE #70139
Board Bill No. 47

An Ordinance recommended by the Planning Commission on April 1, 2015, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 4403.25 (4433 Marcus Avenue), so as to include the described parcels of land in City Block 4403.25; and containing an emergency clause.

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

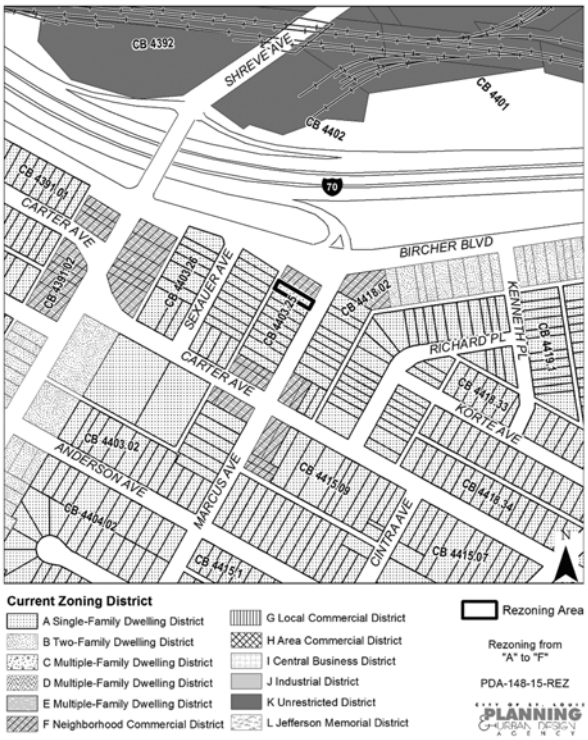
SECTION ONE. The zoning designation of certain real property located in City Block 4403.25 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land in Sexauer's 1ST Addition (private) Hutchison 2ND Subdivision in the Shreve Tract, U.S. Survey 422, being Lot 63 in Black 4403-AE of the City of St. Louis, Missouri and being more particularly described as follows;

Beginning at the most southerly corner of Lot 63 in Block 4403-AE, said point being on the northwesterly line of Marcus Avenue; Thence leaving said northwesterly line along the southwesterly line of Lot 63, North 41 degrees 46 minutes 20 seconds West 132.37 feet to a point on a 15 feet wide alley line; Thence along said alley line, North 48 degrees 50 minutes 21 seconds East 30 feet to the most northerly corner of said Lot 63; thence leaving said alley line, South 41 degrees 46 minutes 20 seconds East 132.36 feet to a point on aforementioned northwesterly line of Marcus Avenue; Thence along said northwesterly line, South 48 degrees 49 minutes 14 seconds West 30 feet back to the Point of Beginning. Address 4433 Marcus Avenue Parcel 44032501300.

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

EXHIBIT A
DISTRICT MAP



Approved: November 17, 2015

ORDINANCE #70140
Board Bill No. 194

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public works and improvement program (the "Airfield, Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, taxiways, runways, aprons, ramps, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "FISCAL YEAR 2016 PROJECT/EQUIPMENT LIST" that is incorporated herein, such authorization including, without limitation, engineering, planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, software or hardware work or services, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, repair, expansion, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, material parts, transponders, trucks, snow removal vehicles, and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Airfield, Building & Environs Projects at a total estimated cost of Twenty Five Million Dollars (25,000,000); authorizing an initial appropriation in the total amount of Nine Million Seven Hundred Eighty Four Thousand Nine Hundred Dollars ($9,784,900) from the Airport Development Fund to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance as funds become available to continue the Airfield, Building & Environs Projects; authorizing the Mayor and the Comptroller of the City of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Airfield, Building & Environs Projects; authorizing and directing the Director of Airports with the approval of the Board of Estimate and Apportionment to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Airfield, Building & Environs Projects; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, will be subject to the City's Charter and applicable City ordinances and Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data to the appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing and directing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs or under contract for projects herein authorized, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Airfield, Building & Environs Projects herein authorized; directing that all contracts let under authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability and an emergency clause.

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

SECTION ONE. There is hereby established and authorized a public works and improvement program (the "Airfield, Building & Environs Projects") at Lambert-St. Louis International Airport (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, taxiways, runways, aprons, ramps, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "FISCAL YEAR 2016 PROJECT/EQUIPMENT LIST" that is incorporated herein, such authorization including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs

and related work, software or hardware work or services, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, repair, expansion, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, materials, supplies, parts, equipment, furnishings, fixtures or the purchase of snow removal vehicles, trucks, transponders or other machinery or equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Airfield, Building & Environs Projects at a total estimated cost of Twenty Five Million Dollars ($25,000,000).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Nine Million Seven Hundred Eighty Four Thousand Nine Hundred Dollars ($9,784,900) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance as funds become available to continue the Airfield, Building & Environs Projects.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized and directed to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Airfield, Building & Environs Projects and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public.

SECTION FOUR. The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized and directed to let all contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Airfield, Building & Environs Projects.

SECTION FIVE. The Board of Public Service with the advice, consent and approval of the Director of Airports is hereby authorized and directed to let contracts, bills of sale or other agreements, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and advisors and otherwise provide for all work or services authorized herein, except for the work or services covered by procedures contained in Section Three and Section Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let hereunder will be subject to the City's Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

SECTION SEVEN. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

SECTION EIGHT. The Director of Airports is hereby authorized and directed to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs or under contract for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Airfield, Building & Environs Projects herein authorized.

SECTION NINE. All contracts let under authority of this Ordinance will be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

SECTION TEN. The sections, conditions, and provisions of this Ordinance or portions thereof will be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections, conditions, or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with and so dependent upon the illegal,

unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

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

EXHIBIT A
FISCAL YEAR 2016 PROJECT/EQUIPMENT LIST

1) Snow Plow/Broom Combo
2) Snow Blower/Broom Combo
3) Runway Friction Tester
4) Chill Water Bypass East Plant
5) Replace Non-load break 5KV Switches Concourse A/B/C
6) Replace Non-loaded Break 5KV Dual Switches T-2, T-3, T-4
7) Design and Construction of Taxiway Victor at North Tract
8) Design of Taxiways K, L and S and Runway 12L-30R
9) Construction of Taxiway Echo for TW J to RW 30R
10) Spot Slab Roadway Pavement Repairs
11) Replace E-W Expansion Join at T1 Bag Claim/Departing Flights Drive and N-S Expansion Joint at Entrance 3
12) T1 Baggage Claim to Ticketing Staircase
13) T1 Garage Brown Level, Drive Lane Reinforcement
14) Vehicle Movement Area Transponders
15) Banshee Road Reconstruction

Approved: November 17, 2015

ORDINANCE #70141
Board Bill No. 195

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public works and improvement program (the "Emergency Building & Environs Project") at Lambert-St. Louis International Airport® (the "Airport"), consisting of a capital improvement project for the emergency replacement and restoration of certain Airport equipment, structures, buildings, and environs and other associated Airport drainage systems which due to their age, condition and design are causing flooding in Airport buildings, terminals and surrounding areas during periods of heavy precipitation, more fully described in Exhibit A entitled "Emergency CIP Project", which is attached hereto and incorporated herein, such authorization including, without limitation, engineering, planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the relocation, removal, or disposal of damaged property or obstructions, the relocation or removal of utilities and equipment, and related work, grading and landscaping costs and related work, software services or work, security services, relocation costs, transportation costs, remediation and mitigation costs and related work, the demolition of improvements, the costs for the renovation, refurbishment of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bills of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, materials, parts and equipment, and other necessary and related work or services for the construction, installation, replacement, renovation, refurbishment, implementation, administration, management or monitoring of the Emergency Building & Environs Project at a total estimated cost of Four Hundred Thousand Dollars ($400,000); authorizing an initial appropriation in the total amount of Four Hundred Thousand Dollars ($400,000) from the Airport Development Fund to be expended for the payment of costs for emergency work and services authorized herein; authorizing and directing the Mayor and the Comptroller of the City of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Emergency Building & Environs Project; authorizing and directing the Director of Airports with the approval of the Board of Estimate and

Apportionment to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Emergency Building & Environs Project; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, will be subject to the City's Charter and applicable City ordinances and Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data to the appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing and directing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state, or local programs for projects herein authorized; directing that all contracts let under authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability and an emergency clause.

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

SECTION ONE. There is hereby established and authorized a public works and improvement program (the "Emergency Building & Environs Project") at Lambert-St. Louis International Airport® (the "Airport"), consisting of a capital improvement project for the emergency replacement and restoration of certain Airport equipment, structures, buildings, and environs and other associated Airport drainage systems which due to their age, condition and design are causing flooding in Airport buildings, terminals and surrounding areas during periods of heavy precipitation, more fully described in Exhibit A entitled "Emergency CIP Project", which is attached hereto and incorporated herein, such authorization including, without limitation, engineering, planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and related costs, CADD services, the relocation, removal, or disposal of damaged property or obstructions, the relocation or removal of utilities and equipment, and related work, grading and landscaping costs and related work, software services or work, security services, relocation costs, transportation costs, remediation and mitigation costs and related work, the demolition of improvements, the costs for the renovation, refurbishment of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bills of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, materials, parts and equipment, and other necessary and related work or services for the construction, installation, replacement, renovation, refurbishment, implementation, administration, management or monitoring of the Emergency Building & Environs Project at a total estimated cost of Four Hundred Thousand Dollars ($400,000).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Four Hundred Thousand Dollars ($400,000) from the Airport Development Fund to be expended for the payment of costs for emergency work and services authorized herein.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized and directed to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Emergency Building & Environs Project and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public.

SECTION FOUR. The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized and directed to let all contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Emergency Building & Environs Project.

SECTION FIVE. The Board of Public Service with the advice, consent and approval of the Director of Airports is hereby authorized and directed to let contracts, bills of sale or other agreements, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and advisors and otherwise provide for all work or services authorized herein, except for the work or services covered by procedures contained in Section Three and Section Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let hereunder will be subject to the City's Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

SECTION SEVEN. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

SECTION EIGHT. The Director of Airports is hereby authorized and directed to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract.

SECTION NINE. All contracts let under authority of this Ordinance must be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

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

SECTION ELEVEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and will become effective immediately upon its approval by the Mayor of the City.

EXHIBIT A
Emergency CIP Project

1) Terminal 1 Storm Water Drainage

Approved: November 17, 2015

ORDINANCE #70142
Board Bill No. 196

An ordinance recommended and approved by the Airport Commission, the Comptroller and the Board of Estimate and Apportionment, making certain findings with respect to the transfer in an amount not to exceed Four Hundred Thousand Dollars ($400,000) of excess moneys that The City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), intends to transfer from the Debt Service Stabilization Fund (the "DSSF") to the "Airport Development Fund" in accordance with Section 516.B of the Lambert-St. Louis International Airport Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented (the "Indenture"); authorizing a transfer in an amount not to exceed Four Hundred Thousand Dollars ($400,000) from the DSSF into the Airport Development Fund during the fiscal year beginning July 1, 2015, for the purpose of making funds available to make certain emergency replacements and repairs to Airport buildings, terminals, structures, equipment, and environs and other associated Airport drainage systems which due to their age, condition and design are causing flooding in Airport buildings, terminals and surrounding areas during periods of heavy precipitation, more fully described in EXHIBIT A entitled "Emergency Repair & Replacement Project" that is incorporated herein; containing a severability clause; and containing an emergency clause.

WHEREAS, The City of St. Louis, Missouri (the "City") is the owner of Lambert-St. Louis International Airport® (the "Airport"), which is operated for the City by the City's Airport Authority, a department of the City;

WHEREAS, pursuant to Section 516.B of the Lambert-St. Louis International Airport Indenture of Trust between the City,

as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented (the "Indenture"), the City may withdraw and use amounts on deposit in the Debt Service Stabilization Fund (the "DSSF") for emergency debt service needs with respect to indebtedness issued for Airport purposes and for Airport operational emergencies;

WHEREAS, the Airport Commission, the Comptroller and the Board of Estimate and Apportionment have determined: i) that the need to make certain emergency replacements and repairs to Airport buildings, terminals, structures, equipment, environs, and other associated Airport drainage systems servicing Airport buildings, terminals and surrounding areas, as are more fully described in EXHIBIT A entitled "Emergency Repair & Replacement Project", which is incorporated herein, are necessary in order to maintain operating levels at the Airport and constitute an Airport operating emergency within the meaning of Section 516.B(2) of the Indenture, ii) that the transfer of funds during the fiscal year beginning July 1, 2015 from the DSSF to the "Airport Development Fund" as set forth herein is an appropriate and desirable use of such funds and is essential for the operation of the Airport; and iii) that such use is consistent with the requirements of the Indenture;

WHEREAS, there is a balance in excess of Four Hundred Thousand Dollars ($400,000) available for transfer from the DSSF into the Airport Development Fund established in the Indenture;

WHEREAS, it is in the best interest of the City and the operation of the Airport to authorize the transfer of funds from the DSSF into the Airport Development Fund in an amount not to exceed Four Hundred Thousand Dollars ($400,000) during the fiscal year beginning July 1, 2015; and

WHEREAS, this Ordinance, authorizing the transfer of funds in an amount not to exceed Four Hundred Thousand Dollars ($400,000), as set out herein, is recommended and approved by the City's Airport Commission, the Comptroller, and the City's Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis, Missouri (the "City") hereby adopts and incorporates herein the foregoing recitals as findings.

SECTION TWO. There is hereby authorized a transfer of funds in an amount not to exceed Four Hundred Thousand Dollars ($400,000) from the Airport Debt Service Stabilization Fund (the "DSSF") into the "Airport Development Fund" of the Lambert-St. Louis International Airport Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented, during the fiscal year beginning July 1, 2015, for the purpose of making funds available to make certain emergency replacements and repairs to Airport buildings, terminals, structures, equipment, environs, and other associated Airport drainage systems which due to their age, condition and design are causing flooding in Airport buildings, terminals and surrounding areas during periods of heavy precipitation, as are more fully described in EXHIBIT A entitled "Emergency Repair & Replacement Project", which is incorporated herein.

SECTION THREE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance will 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 is determined to be unlawful or unconstitutional, the remaining parts, sections, and subsections will remain in full force and effect, unless the court making such finding determines that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION FOUR. This being an ordinance making an appropriation for current expenses of the City government, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the Charter of the City and will become effective immediately upon its approval by the Mayor of the City.

EXHIBIT A
Emergency Repair & Replacement Project

1) Terminal 1 Storm Water Drainage

Emergency Funding Request - Terminal 1 Storm Drainage
(Is on file in the Register's Office.)

Approved: November 17, 2015

ORDINANCE #70143
Board Bill No. 197

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Lease Agreement No. AL-002 (the "Lease Agreement"), between the City and Trico Properties & Investments, LLC (the "Lessee"), granting to the Lessee, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Lease Agreement that was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Lease Agreement No. AL-002 (the "Lease Agreement"), between the City and Trico Properties & Investments, LLC (the "Lessee"), granting to the Lessee, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Lease Agreement that was approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1",** which is attached hereto and made a part hereof.

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

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

ATTACHMENT 1
TRICO PROPERTIES & INVESTMENTS, LLC
LEASE AGREEMENT
Al-002
(Is on file in the Register's Office.)

Approved: November 17, 2015

ORDINANCE #70144
Board Bill No. 198

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for The City of St. Louis (the "City") to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") Electronics Retail Concession Agreement AL-214 (the "Agreement"), between the City and HG-St. Louis JV II (the "Concessionaire"), granting to the Concessionaire the non-exclusive right and privilege to operate and manage an Electronics Retail Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability clause and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport ("Airport") Electronics Retail Concession Agreement AL-214 (the "Agreement"), between the City and HG-St. Louis JV II (the

"Concessionaire"), granting to the Concessionaire the non-exclusive right and privilege to operate and manage an Electronics Retail Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

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

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

ATTACHMENT 1

HG - ST. LOUIS JV II

ELECTRONICS RETAIL
CONCESSION AGREEMENT
AL# - 214
(Is on file in the Register's Office.)

Approved: November 17, 2015

ORDINANCE #70145
Board Bill No. 199

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Space Permit No. AL-371 (the "Space Permit"), between the City and OUTFRONT Media, LLC (the "Permittee"), granting to the Permittee, subject to and in accordance with the terms, covenants, and conditions of the Space Permit, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Space Permit that was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Space Permit No. AL-371 (the "Space Permit"), between the City and OUTFRONT Media, LLC (the "Permittee"), granting to the Permittee, subject to and in accordance with the terms, covenants, and conditions of the Space Permit, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Space Permit that was approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

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

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared

an emergency measure as designed in Article IV, Section 20 of the City's Charter and will become effective immediately upon its approval by the City's Mayor.

ATTACHMENT 1

OUTFRONT Media LLC
SPACE PERMIT
AL-371
(Is on file in the Register's Office.)

Approved: November 17, 2015

ORDINANCE #70146
Board Bill No. 204

An Ordinance authorizing and directing the Director of the Department of Human Services, by and through the St. Louis Area Agency on Aging and on behalf of the City of St. Louis, to accept a Grant Award from SSM Health Business in the amount of $49,000 over the next three fiscal years and to expend those funds for the City of St. Louis eHome Project as set forth in the Grant Award Agreement, attached hereto as Exhibit A; appropriating such funds and authorizing the Director of the Department of Human Services, upon approval of the Board of Estimate and Apportionment, to expend such funds as permitted by the Grant Award Agreement; and containing an Emergency Clause.

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

SECTION ONE. The Director of the Department of Human Services, on behalf of the City of St. Louis, is hereby authorized and directed to accept a Grant Award from SSM Health Businesses ("SSM") in the amount of $49,000 over the next three fiscal years, which will be used to fund the City of St. Louis eHome Project. The City of St. Louis eHome Project will provide case management services to patients within the City of St. Louis who are referred to the St. Louis Area Agency on Aging ("SLAAA") by SSM. Case management entities currently contracted with SLAAA will assess patients' needs for community services and will monitor and report changes in their medical conditions to SSM. The Grant Agreement shall be substantially in words and figures the same as the attached Exhibit A, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The Director of the Department of Human Services is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend funds, which are hereby appropriated for said purposes, by entering into contracts or agreements pursuant to the Grant Award Agreement, a copy of which is attached hereto and shall become a part of this Ordinance.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City of St. Louis.

SSM Health Businesses

CONTRACT

CONTRACTOR:	St. Louis Area Agency on Aging, a Division of the Department of Human Services, City of St. Louis
TYPE OF CONTRACT:	Sub-recipient, Cost Reimbursement
CONTRACT PERIOD:	October 1, 2015 through September 30, 2018

1. This contract is entered into by and between the City of St. Louis, by and through the St. Louis Area Agency on Aging ("SLAAA), and SSM Health Businesses ("SSM") and shall consist of this document, Exhibit A - Services, Exhibit B - Project Budget, and Exhibit C - Business Associate Addendum ("BAA")

2. This contract shall not exceed $49,000 for the entire contract period:
   $17,000 - 1st year October 1, 2015 through September 30, 2016;

$16,000 - 2nd year October 1, 2016 through September 30, 2017;
$16,000 - 3rd year October 1, 2017 through September 30, 2018.

3. Services.

SLAAA and SSM shall provide all of the services set forth in Exhibit A, attached hereto and incorporated by its reference ("Services"). SSM and SLAAA may add to or modify the Services by mutual written agreement at any time during the term of this Agreement. The Services shall be performed in a manner at least as good as industry standards.

4. Term and Termination.

4.1 Term.

The term of this Agreement shall commence on the Effective Date and continue thereafter for three (3) years. In the event the parties fail to appropriately document an extension, and the parties continue to provide Services hereunder, the term of this Agreement shall be deemed to be automatically extended on a day to day basis until terminated.

4.2 Termination.

This Agreement may be terminated by either SSM or SLAAA for any reason upon thirty (30) days prior written notice to the other.

5. Insurance.

5.1 SSM.

At all times during the term of this Agreement, SSM shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate of all claims. SSM shall also maintain professional liability insurance coverage for its employees and agents providing services hereunder with minimum limits of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate. SSM shall provide to SLAAA a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

6. General Provisions.

6.1 Contractual Limitations.

SSM and SLAAA shall be independent contractors and this Agreement shall not constitute the formation of a partnership, joint venture, or an employment relationship. SLAAA's employees and contractors shall not be deemed to be employees of SSM and shall not be entitled to any benefits received by SSM employees. SLAAA and contractors shall be responsible for all payroll taxes for its use. The parties shall not assign or transfer their respective rights or obligations under the Agreement except with the other's prior written consent, except that SSM may assign this Agreement to a subsidiary corporation or affiliated corporation under common control without the prior written consent of SLAAA. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Missouri, without application of choice of laws rules. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications, and agreements between the parties with respect to the subject matter hereof, whether oral or written. This Agreement may only be amended or modified by a subsequent written agreement between duly authorized representatives of SSM or SLAAA. The failure of either SLAAA to object to or to take affirmative action with respect to any conduct of the other that is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any prior or future violations of the provisions of this Agreement.

6.2 Medicare Access to Books and Records.

In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)) is applicable to this Agreement, SLAAA agrees as follows: (a) until the expiration of four (4) years after the furnishing of such Services pursuant to this Agreement, SLAAA shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, this Agreement, and books, documents and records of SLAAA that are necessary to certify the nature of the duties of this Agreement; and (b) if SLAAA performs its Services hereunder through a subcontract with a related organization, with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve-month period, then any such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary of the U.S. Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of his/her duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify, the nature and extent of the cost of Services provided pursuant to such subcontract.

6.3 Notice.

Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to SSM: SSM Health
Attn: Contracts
10101 Woodfield Lane
St. Louis, MO 63132
Email: ContractNotices@ssmhc.com

If to SLAAA: St. Louis Area Agency on Aging
Attn: Director
1520 Market, Room 4086
St. Louis, MO 63103
Email: Sykorad@stlouis-mo.gov

Any change to the notice address listed above must be given to the other party in the same manner as described in this section. The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. SLAAA agrees to maintain evidence of the respective notice method utilized.

6.4 Representation and Warranty.

Each party represents and warrants to the other party that it, its owners, employees, agents and any subcontractors (collectively "Personnel") are not: (i) listed on the System for Award Management website ("sam.gov") (formerly known as the General Services Administration ("GSA") Excluded Parties List System ("EPLS")); or (ii) suspended or excluded from participation in any federal health care programs, as defined under 42.U.S.C. § 1320a-7b(f), any form of state Medicaid program, and are not listed on the Office of the Inspector General's website ("oig.hhs.gov") (collectively, "Government Payor Programs"). Each party also represents and warrants that to the best of its knowledge there are no pending or threatened governmental investigations that may lead to suspension or exclusion of that party or its Personnel from Government Payor Programs or may be cause for listing on sam.gov or oig.hhs.gov (collectively, an "Investigation"). Each party shall notify the other party of the commencement of any Investigation or suspension or exclusion from Government Payor Programs within three (3) business days of its first learning of it. Either party shall have the right to immediately terminate this Agreement upon learning of any such Investigation, suspension or exclusion. Each party shall be timely kept apprised by the other party of the status of any such Investigation. In no event will either party be liable for any indirect, incidental, special or consequential damages, including without limitation damages for loss of profits, revenue, data or data use, even if advised of the possibility of such damages as a result of the other party's breach of this paragraph. Additionally, any sections regarding attorney's fees will not apply to the City of St. Louis and any necessary legal action shall follow applicable City Ordinances.

6.5 Confidentiality.

During the term of this Agreement and thereafter, SSM and SLAAA and their employees and representatives shall hold information in the strictest confidence except as otherwise required by this Agreement or by federal or state law, including but not limited to patient records and peer review and utilization review documents; the terms of this Agreement (except that SSM may disclose pricing terms to its group purchasing organization(s) and others provided such recipients agree to keep the information confidential); and the finances, earnings, volume of business, systems, practices, plans, contracts, and similar information of SLAAA. SLAAA agrees to use data encryption technology, firewalls, and other security devices, laptop cable locks as an example, to protect the confidentiality of SSM's information.

6.6 Indemnification.

SSM agrees to indemnify and hold harmless the other party, its directors, officers, affiliates, employees and agents from and against any and all claims, costs, expenses (including reasonable attorney fees), actions and/or liabilities which may be asserted against any one or more of them, arising out of any acts or omissions of its directors, officers, employees and agents.

6.7 Equal Employment Opportunity.

SSM is an equal opportunity employer. As part of its affirmative action policies and obligations, SSM is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-250.5(a), and these regulations are hereby incorporated into this contract by reference.

6.8 Counterparts, Facsimile or Electronic Signature.

This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Missouri law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

6.9 Severability.

In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

6.10 HIPAA Compliance.

The parties to this Agreement believe they will qualify as a Covered Entity and Business Associate as defined within the Health Insurance Portability and Accountability Act and its accompanying regulations ("HIPAA"). In order to comply with the applicable provisions of HIPAA, the parties agree to the provisions of the HIPAA Business Associate Addendum attached hereto and incorporated herein as Exhibit C.

SLAAA agrees that it will at all times comply with the requirements of the Standards for Privacy and Security of Individually Identifiable Health Information promulgated by the Secretary of the United States Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996.

IN WITNESS WHEREOF, each person signing below represents and warrants that he or she is fully authorized to sign and deliver this Agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this Agreement as of the date and year written below.

St. Louis Area Agency on Aging

By: _____
Name: David P. Sykora
Title: Executive Director
Address: 1520 Market, Room 4086
St. Louis, Mo 63103
Email: Sykorad@stlouis-mo.gov

Date: _____

SSM Health Business d/b/a
SSM Health at Home

By: _____
Name: Alison Ruehl
Title: President
SSM Health at home and
Post-Acute Services
Address: 10143 Paget Dr., St. Louis, MO 63132

Date: _____

CITY OF ST. LOUIS, MISSOURI:

BY:_____ DATE: ____/____/____
Eddie Roth
DIRECTOR
Department of Human Services
St. Louis Area Agency on Aging

BY:_____ DATE: ____/____/____
COMPTROLLER
City of St. Louis

APPROVED AS TO FORM ONLY:

BY:_____ DATE: ____/____/____
CITY COUNSELOR
City of St. Louis

BY:_____ DATE: ____/____/____
REGISTER
City of St. Louis

EXHIBIT A

SERVICES

1. SSM agrees to:

   A. As appropriate, refer SSM patients to SLAAA for needed community services and/or follow-up after the patients are referred for telehealth services;

   B. Participate in regularly scheduled conference calls with SLAAA to communicate about patient progress; and

   C. Provide SLAAA regular reports regarding changes in patients' status.

2. SLAAA agrees to:

   A. Receive referrals from SSM to assess patients' needs for community services;

   B. Provide case management services, through a contracted entity, to patients from SSM that still need to be closely monitored;

   C. Report changes in patients' status or medical needs back to SSM, as necessary;

D. Participate in regularly scheduled conference calls with SSM to communicate about patient progress;

E. Receive regular reports from SSM regarding changes in patients' status;

F. Provide expenditure reports for reimbursement on an agreed upon schedule. Payments to be made no more than monthly;

G. Provide access to project participants in a Chronic Disease Management Education (CDME) course. A minimum of two courses per year will be coordinated by SLAAA.

EXHIBIT B

PROJECT BUDGET

	Year 1	Year 2	Year 3	Total
Award Total*	$17,000	$16,000	$16,000	$49,000
Contractual Services	$15,000	$15,000	$15,000	$45,000
CDME Classes	$2,000	$1,000	$1,000	$4,000

*Revisions to the annual award and budget may be made upon agreement of both parties in the form of an amendment.

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM ("BAA")

The parties to the Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the rules and regulations promulgated thereunder, as amended. In order to ensure such compliance, this exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY will be handled.

1. **Definitions**.

1.1. "BUSINESS ASSOCIATE" shall mean **SLAAA**.

1.2. "COVERED ENTITY" shall mean **SSM**.

1.3. "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.4. The following terms as used in this BAA shall have the meaning ascribed to them in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, electronic media, health care operations, individual, minimum necessary, notice of privacy practices, protected health information ("PHI"), required by law, Secretary, security incident, subcontractor, unsecured protected health information, use, and workforce.

2. **Obligations and Activities of BUSINESS ASSOCIATE**.

2.1. BUSINESS ASSOCIATE shall use and disclose PHI only as permitted or required by this BAA or as required by law, and shall not authorize, enable or permit any other use or disclosure of PHI.

2.2. BUSINESS ASSOCIATE shall use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA and to protect against any anticipated threats or hazards to the security or integrity thereof.

2.3. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), BUSINESS ASSOCIATE shall ensure that any subcontractors that create, receive, maintain, transmit or otherwise have access to, use or disclose PHI on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions and requirements that apply to BUSINESS ASSOCIATE with respect to such PHI.. It being understood that BUSINESS ASSOCIATE shall remain jointly and severally liable for any violation of the HIPAA Rules or this BAA by its subcontractors

2.4. Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available PHI in a designated record set to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or the individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.524. If an individual requests his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.

2.5. Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make amendments to PHI in a designated record set, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.526. If an individual requests amendment to his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.

2.6. Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available all information required to provide an accounting of disclosures to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or the individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.528. If an individual requests an accounting of disclosures directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.

2.7. To the extent BUSINESS ASSOCIATE is to carry out one or more of COVERED ENTITY's obligations under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to COVERED ENTITY in the performance of such obligations.

2.8. Promptly and no later than ten (10) days after the request, in a manner designated or agreed to by the Secretary or COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make its internal policies, practices, books and records relating to the use and disclosure of PHI available to the Secretary, COVERED ENTITY and/or their designee(s) for purposes of determining COVERED ENTITY's and/or BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA.

2.9. BUSINESS ASSOCIATE shall not destroy PHI unless expressly designated or agreed to in writing by COVERED ENTITY, and further subject to BUSINESS ASSOCIATE (i) notifying COVERED ENTITY in advance of such planned destruction; (ii) ensuring that, prior to such destruction, COVERED ENTITY has received a copy of any PHI that it desires or is required by law to retain, and (iii) complying with the return and destruction requirements of the HIPAA Rules and this BAA.

2.10. BUSINESS ASSOCIATE shall not (i) remove PHI from COVERED ENTITY's facilities or systems, (ii) export, transfer or make available PHI outside of the United States, whether for storage, processing or otherwise, or (iii) allow workforce or subcontractors not residing in the United States to access, receive or view PHI, unless expressly authorized in writing by COVERED ENTITY in each instance.

2.11. In connection with any visits to COVERED ENTITY's facilities or access to COVERED ENTITY's systems, BUSINESS ASSOCIATE shall comply with all on-site and remote access rules and procedures communicated by COVERED ENTITY, including all sign-in, badging, escort, and restricted access requirements, and shall exercise reasonable care and appropriate judgment in connection therewith.

2.12. BUSINESS ASSOCIATE shall evaluate and adjust its safeguards, policies and procedures as necessary to respond to evolving security threats, keep pace with generally accepted industry standards and best practices, and comply with the HIPAA Rules and other applicable laws and regulations pertaining to the privacy, security, integrity, retention, disposal, use and disclosure of PHI. BUSINESS ASSOCIATE shall promptly correct any

deficiencies identified as part of internal or external monitoring, testing or auditing, and shall provide COVERED ENTITY at no charge with copies of any audit and testing reports prepared in connection therewith.

2.13. BUSINESS ASSOCIATE shall encrypt PHI transmitted, received, processed or maintained on electronic media, both while in transit and at rest, in accordance with the guidance established under the HIPAA Rules to "Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as amended. Whenever feasible, BUSINESS ASSOCIATE shall secure all other PHI using measures that comply with the foregoing guidance. BUSINESS ASSOCIATE shall provide COVERED ENTITY with all information and assistance necessary to decrypt and otherwise access and use PHI that has been secured by BUSINESS ASSOCIATE in one of the foregoing manners.

2.14. BUSINESS ASSOCIATE acknowledges that it is directly subject to and responsible for ensuring its compliance with the HIPAA Rules.

3. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE**.

Subject to BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA:

3.1. BUSINESS ASSOCIATE may only use or disclose PHI as authorized by and necessary to perform the services set forth in the Agreement;

3.2. BUSINESS ASSOCIATE may use or disclose PHI as required by law. Unless otherwise required by law, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly prior to making any such use or disclosure so that COVERED ENTITY may, if desired, resist such disclosure or seek an appropriate protective order. If BUSINESS ASSOCIATE nonetheless is required by law to use or disclose PHI, BUSINESS ASSOCIATE shall limit its use or disclosure to the minimum necessary that is required by law;

3.3. BUSINESS ASSOCIATE shall use, disclose and request PHI in a manner consistent with the minimum necessary requirements of the HIPAA Rules and COVERED ENTITY's minimum necessary policies and procedures;

3.4. BUSINESS ASSOCIATE shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if such use or disclosure was made by COVERED ENTITY;

3.5. BUSINESS ASSOCIATE may use PHI to provide data aggregation services relating to the health care operations of COVERED ENTITY at the request of and for the sole benefit of COVERED ENTITY;

3.6. If use of disclosure of PHI is based upon an individual's specific consent or authorization and (i) the individual revokes such consent or authorization, (ii) the duration of such consent or authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than ten (10) days after discovering or receiving notice of such revocation, expiration or invalidity, and shall cease all further use and disclosure of the individual's PHI that is not permitted or required in the absence of such consent or authorization; and

3.7. As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall remain the sole and exclusive owner of the PHI. BUSINESS ASSOCIATE does not have and shall not acquire any right, title or interest in or to the PHI, including aggregate or de-identified PHI, by virtue of this BAA or the Agreement, or as a result of the selection, arrangement, creation or processing thereof.

4. **Responsibilities of COVERED ENTITY**.

4.1. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in COVERED ENTITY's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitations may affect BUSINESS ASSOCIATE's use or disclosure of PHI. Making available a physical or electronic copy of such Notice of Privacy Practices shall be deemed sufficient notice for purposes of this paragraph.

4.2. COVERED ENTITY shall notify BUSINESS ASSOCIATE upon becoming aware of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

4.3. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restrictions on the use or disclosure of PHI that COVERED ENTITY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restrictions may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

5. **Notification of Unintended Use or Disclosure of PHI**.

5.1. BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of PHI not provided for in this BAA or in violation of the HIPAA Rules or other applicable law, including any and all actual and potential breaches and security incidents (each an "unintended use or disclosure"), promptly and no later than seventy-two (72) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to or otherwise becomes aware of such unintended use or disclosure. Such report shall be submitted to COVERED ENTITY's designated Privacy Officer by both mail and electronic mail using the mailing and email addresses set forth below the signature block. BUSINESS ASSOCIATE also shall notify the person designated to receive contractual notices on COVERED ENTITY's behalf under the Agreement.

5.2. If the unintended use or disclosure presents a substantial or ongoing risk of harm to COVERED ENTITY or individuals, or affects or may affect the PHI of five hundred (500) or more individuals, in addition to submitting a written report, BUSINESS ASSOCIATE shall report the unintended use or disclosure to COVERED ENTITY's designated Privacy Officer by email or telephone using the contact information listed below the signature block promptly and no later than twenty-four (24) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to, or otherwise becomes aware of the unintended use or disclosure.

5.3. BUSINESS ASSOCIATE shall take all reasonable actions necessary to investigate, respond to and mitigate the harmful effects of the unintended use or disclosure. BUSINESS ASSOCIATE shall provide status updates and any information and assistance requested by COVERED ENTITY in connection therewith. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of COVERED ENTITY to communicate with affected individual(s), the Secretary and the media information regarding the unintended use or disclosure.

5.4. Where the unintended use or disclosure arises out of or results in whole or in part from the negligent or willful acts or omissions of BUSINESS ASSOCIATE, its workforce or subcontractors, including any violation of the HIPAA Rules or breach of this BAA, without limiting COVERED ENTITY's rights or remedies under the circumstances, BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for all reasonable costs incurred in connection with investigating, responding to, mitigating the harmful effects of, and notifying individuals, regulators and the media concerning the unintended use or disclosure, including all legal, compliance, risk management, security, and information technology expenses, all costs of printing and postage and all credit and fraud monitoring, identity theft remediation and similar services offered to affected individuals.

6. **Term and Termination**.

6.1. The term of this BAA shall continue in full force and effect for the term of the Agreement unless sooner terminated as provided herein.

6.2. COVERED ENTITY may terminate this BAA and/or the Agreement, including all future payment obligations, without termination charge or penalty, if BUSINESS ASSOCIATE: (i) violates the HIPAA Rules or breaches any material provision of this BAA and does not cure such violation or breach within fifteen (15) days after receiving written notice thereof from COVERED ENTITY; provided, however, for grossly negligent or willful or wanton acts or omissions, or a violation or breach that is not reasonably subject to cure or poses a substantial risk of harm to COVERED ENTITY or individuals, no such opportunity to cure need be provided; (ii) becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; (iii) is unable to provide, upon COVERED ENTITY's demand, reasonably satisfactory written assurances of BUSINESS ASSOCIATE's ability to comply with the HIPAA Rules and this BAA; (iv) is or becomes excluded or suspended from participation in any federal or state health care reimbursement program, or becomes the subject of any investigation which COVERED ENTITY, in its sole discretion, believes may lead to suspension or exclusion; or (v) experiences or announces a change in control, whether by operation of law, merger, acquisition, sale of assets or business or otherwise, that has or is likely to have a negative impact on BUSINESS ASSOCIATE's operations, financial condition or ability to perform under this BAA or the Agreement.

6.3. Promptly and no later than fifteen (15) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request, at no charge, BUSINESS ASSOCIATE shall return to COVERED ENTITY and/or its designee all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession. BUSINESS ASSOCIATE shall return PHI in a manner designated or agreed to by COVERED ENTITY, and shall provide all information and assistance reasonably requested by COVERED ENTITY in connection therewith. BUSINESS ASSOCIATE shall not condition receipt, access to or viewing of PHI on COVERED ENTITY's purchase, license or continued use of proprietary software or technology of BUSINESS ASSOCIATE or its subcontractors. If such proprietary software or technology is required to receive, access or view PHI, BUSINESS ASSOCIATE shall provide such software or technology to COVERED ENTITY at no charge.

6.4. Promptly and no later than thirty (30) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request (in either case only after BUSINESS ASSOCIATE has returned the PHI to COVERED ENTITY as provided in Section 6.3 above), at no charge, BUSINESS ASSOCIATE shall destroy all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession, securely dispose of such PHI in accordance with the HIPAA Rules, retain no copies or summaries thereof, and, upon COVERED ENTITY's request, certify in writing to COVERED ENTITY that it has complied with the foregoing requirements.

6.5. Notwithstanding the destruction requirements set forth in Section 6.4 above, if (i) BUSINESS ASSOCIATE has an independent legal right to retain PHI, as expressly set forth in the Agreement or otherwise required by law, or (ii) the destruction of PHI is not feasible, as communicated promptly and in writing by BUSINESS ASSOCIATE to COVERED ENTITY, then BUSINESS ASSOCIATE may retain such PHI only for so long as such independent legal right persists or such destruction is infeasible. In either case, BUSINESS ASSOCIATE may further use or disclose retained PHI only for be limited purpose that made destruction inapplicable or infeasible, and the obligations, limitations and protections of this BAA shall extend and continue to apply to such PHI.

6.6. The obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY under this BAA shall survive the expiration or termination of this BAA and/or the Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

7. **Miscellaneous**.

7.1. This BAA shall be governed and interpreted for all purposes by the laws of the State of Missouri, U.S.A., without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Any dispute, action or proceeding arising out of or related to this BAA may be commenced in the state courts of the City of St. Louis, Missouri or, if proper subject matter jurisdiction exists, the United States District Court for the Eastern District of Missouri. Each SLAAA irrevocably submits and waives any objections to the personal jurisdiction and venue of such courts.

7.2. In connection with this BAA, the Agreement, and any services provided under the Agreement, BUSINESS ASSOCIATE is and shall at all times hold itself out as an independent contractor conducting business as a principal for its own account. Nothing in this BAA or the Agreement is intended or shall be construed to create any agency, employment, partnership or joint venture relationship between the parties. Nothing herein provides COVERED ENTITY with the right or authority to control the BUSINESS ASSOCIATE's conduct in the course of providing services for or on behalf of COVERED ENTITY.

7.3. SLAAA may not assign or transfer this BAA, in whole or in part, without the prior written consent of the other Party to this Agreement which consent shall not be unreasonably withheld. Notwithstanding the foregoing, (i) any assignee of the Agreement shall be deemed bound by the provisions of this BAA, and (ii) COVERED ENTITY may assign this BAA to an affiliate or to a successor in interest. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect.

7.4. If BUSINESS ASSOCIATE creates, receives, maintains, transmits or otherwise uses or discloses PHI for or on behalf of any affiliate of COVERED ENTITY, such affiliate shall be deemed an express third SLAAA beneficiary of this BAA, with full right to enforce this BAA as though a signatory hereto, and all references to COVERED ENTITY under this BAA shall be construed to include such affiliate. If BUSINESS ASSOCIATE provides services or enters into the Agreement through an affiliate, such affiliate shall be deemed directly bound

by and subject to this BAA, and all references to BUSINESS ASSOCIATE under this BAA shall be construed to include such affiliate. Except as set forth in this paragraph, there are no third SLAAA beneficiaries to this BAA. Without limiting the foregoing, nothing contained in this BAA is intended or shall be construed to give rise to any right, claim or cause of action, contractual or otherwise, by or on behalf of any individual.

7.5. If BUSINESS ASSOCIATE provides application or data processing, hosting, storage or similar services to COVERED ENTITY, including software as a service (SaaS), cloud computing, or cloud storage, the obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY with respect to PHI under this BAA shall apply to all financial, business, accounting, technical, creative, human resources and other data created, received, maintained, transmitted or otherwise accessed, used or disclosed by BUSINESS ASSOCIATE for or on behalf of COVERED ENTITY, and such data shall be deemed included in the definition of "PHI" for such purpose.

7.6. The parties agree to amend this BAA as necessary to comply with the HIPAA Rules and other applicable law. Any amendment to this BAA, or waiver of any provision or breach hereof, must be in writing and signed by an authorized representative of each SLAAA. No rights or obligations shall be waived by any act, omission or knowledge of a SLAAA. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

7.7. This BAA supplements the Agreement and is enforceable standing alone or as an amendment thereto. A breach of this BAA also shall be deemed a breach of the Agreement. SLAAA's obligations, rights and remedies under this BAA shall not be subject to, and are expressly excluded from, any and all limitations on liability, limitations of remedy and disclaimers set forth in the Agreement. In the event of any conflict between this BAA and the Agreement, the provisions of this BAA shall control.

7.8. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules. If any provision of this BAA is determined to be invalid or unenforceable under applicable law, the provision shall be amended and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this BAA if such amendment is not feasible, and the remaining provisions of this BAA shall continue in full force and effect. The captions in this BAA are for reference purposes only and shall not affect the meaning or interpretation of this BAA. The term "including" means "including without limitation." The terms "herein," "hereunder," "hereto" and "hereof" refer to this BAA as a whole rather than to any particular section.

7.9. This BAA sets forth the entire agreement of COVERED ENTITY and BUSINESS ASSOCIATE and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, concerning the subject matter hereof. Without limiting the foregoing, this BAA expressly amends, replaces and supersedes any prior Business Associate Agreements in effect between COVERED ENTITY and BUSINESS ASSOCIATE.

Approved: November 17, 2015

ORDINANCE #70147
Board Bill No. 210

AN ORDINANCE DISSOLVING SPECIAL ALLOCATION FUND FOR THE CHEMICAL BUILDING REDEVELOPMENT AREA, AND TERMINATING THE DESIGNATION OF A CERTAIN RESPECTIVE PORTION OF THE CITY OF ST. LOUIS, MISSOURI, RELATING TO A REDEVELOPMENT AREA AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO AND CONTAINING A SEVERABILITY AND EMERGENCY CLAUSE.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

WHEREAS, the Act authorizes municipalities to adopt an ordinance dissolving the special allocation fund for a redevelopment area and terminating the designation of the redevelopment area as a "redevelopment area" and thereafter distribute the remaining funds as required upon the occurrence of certain conditions; and

WHEREAS, the Chemical Building Redevelopment Plan envisioned the rehabilitation of an existing building (the Chemical Building at 721 Olive) into commercial and related uses ("Chemical Building Redevelopment Project") and the City Board

of Aldermen passed and the Mayor signed Ordinance No. 68181, designating the redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act ("Chemical Building Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Chemical Building Redevelopment Area, and establishing a special allocation fund for the Chemical Building Redevelopment Area, and Section Twelve of Ordinance No. 68181 provides that said ordinance shall terminate ninety (90) days after the effective date or on or about December 24, 2008, unless extended by the City Board of Estimate and Apportionment, if a redevelopment agreement relating to the Chemical Building Redevelopment Project has not been executed, and no such redevelopment agreement has been executed nor the time extended.

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

SECTION ONE. The Board of Aldermen hereby dissolves the special allocation fund for the Chemical Building Redevelopment Area, as a "redevelopment area" pursuant to the Act.

SECTION TWO. The City Finance Officer ("Comptroller") is hereby directed to disburse, after the payment of City's expenses, all funds in the above named special allocation funds for the Chemical Building Redevelopment Area to the appropriate taxing districts in the manner provided in the Act.

SECTION THREE. The Mayor and Comptroller are hereby authorized and directed to execute all documents, if any, and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

SECTION FIVE. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Approved: November 17, 2015

ORDINANCE #70148
Board Bill No. 211

AN ORDINANCE DISSOLVING SPECIAL ALLOCATION FUND FOR THE JEFFERSON ARMS REDEVELOPMENT AREA, AND TERMINATING THE DESIGNATION OF A CERTAIN RESPECTIVE PORTION OF THE CITY OF ST. LOUIS, MISSOURI, RELATING TO A REDEVELOPMENT AREA AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO AND CONTAINING A SEVERABILITY AND EMERGENCY CLAUSE.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the Act; and

WHEREAS, the Act authorizes municipalities to adopt an ordinance dissolving the special allocation fund for a redevelopment area and terminating the designation of the redevelopment area as a "redevelopment area" and thereafter distribute the remaining funds as required upon the occurrence of certain conditions; and

WHEREAS, the Jefferson Arms Redevelopment Plan envisioned the rehabilitation of an existing building (the Hotel Jefferson between Locust and St. Charles on Tucker) into a mix of commercial and residential uses ("Jefferson Arms Redevelopment Project") and the City Board of Aldermen passed and the Mayor signed Ordinance No. 67238, designating the Jefferson Arms redevelopment project area as a "redevelopment area" as defined in Section 99.805(12) of the Act ("Jefferson Arms Redevelopment Area"), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Jefferson Arms Redevelopment Area, and establishing a special allocation fund for the Jefferson Arms Redevelopment Area, and Section Twelve of Ordinance No. 67238 provides that said ordinance shall terminate ninety (90) days after the effective date or on or about September 22, 2006, unless extended by the City Board of Estimate and Apportionment, if a redevelopment agreement relating to the Jefferson Arms Redevelopment Project has not been executed, and no such redevelopment agreement has been executed nor the

time extended.

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

SECTION ONE. The Board of Aldermen hereby dissolves the special allocation fund for the Jefferson Arms Redevelopment Area, as a "redevelopment area" pursuant to the Act.

SECTION TWO. The City Finance Officer ("Comptroller") is hereby directed to disburse, after the payment of City's expenses, all funds in the above named special allocation fund for the Jefferson Arms Redevelopment Area to the appropriate taxing districts in the manner provided in the Act.

SECTION THREE. The Mayor and Comptroller are hereby authorized and directed to execute all documents, if any, and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

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

SECTION FIVE. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Approved: November 17, 2015

ORDINANCE #70149
Board Bill No. 183

An ordinance recommended by the Planning Commission approving the renaming of the entire length of an existing public street from North 3rd Street to Lumiere Place Boulevard -- extending between O'Fallon St. on the north to Washington Ave. on the south.

WHEREAS, Ordinance 60797, approved April 11, 1988, established procedures for the naming and renaming of public streets in the City of St. Louis, and such procedures have been codified as Chapter 20.12 of the Revised Code of the City of St. Louis by Ordinance 68604, approved March 16, 2010;

WHEREAS, the Planning Commission recommended approval of the renaming of North 3rd Street at its meeting on September 2, 2015; and

WHEREAS, the Board of Aldermen finds that the procedures and approvals required by said Chapter of the City Code have been followed and obtained with respect to such renaming of the existing public street.

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

SECTION ONE.

North 3rd Street, an existing public street, extends approximately 0.5 miles between O'Fallon Street on the north to Washington Avenue on the south. The location of North 3rd Street, as well as the parcels located along the street, is shown on the attached general location map. (See Exhibit "A".)

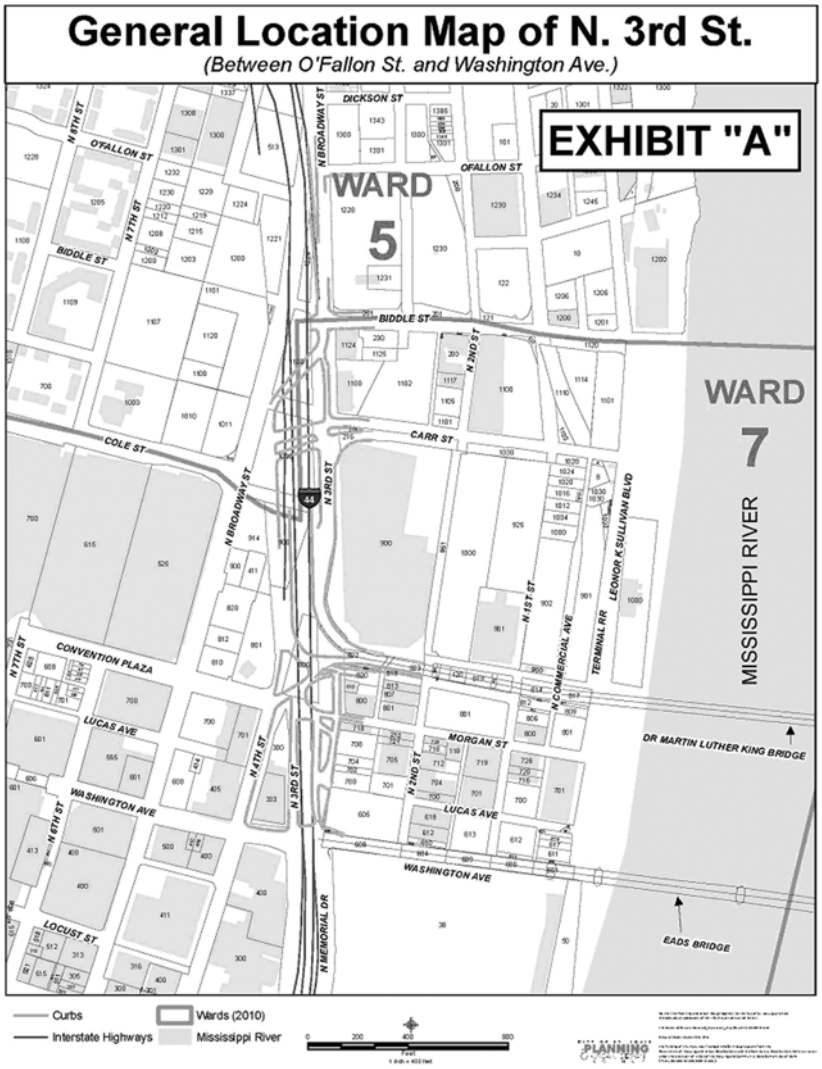
A petition to rename the street was submitted to the Planning and Urban Design Agency by Tropicana St. Louis LLC, the property owners of sixteen (16) of the twenty-five (25) parcels which front on North 3rd Street, and the aldermen within whose wards the street is located. The Planning Commission reviewed the renaming of the street at its meeting on September 2, 2015. At that meeting, the Planning Commission found that the proposed street name meets the criteria for street names and recommended approval of the petition as submitted to the Board of Aldermen.

The Board of Aldermen finds that the procedures and approvals required by said Chapter of the City Code have been

followed and obtained with respect to such renaming of the existing public street, and that the entire length of the street shall be renamed from North 3rd Street to Lumiere Place Boulevard.

SECTION TWO.

The Director of Streets is hereby directed to coordinate with the Missouri Department of Transportation in changing the street signs designating the aforesaid street from North 3rd Street to Lumiere Place Boulevard.



Approved: November 18, 2015

ORDINANCE #70150
Board Bill No. 109
Committee Substitute/As Amended

An Ordinance recommended by the Planning Commission of the City of St. Louis pertaining to the regulation of home occupations in the Zoning Code; repealing Ordinance Number 59979, Section Twenty-One, in part, as codified in Section 26.80.060 of the Revised Code of the City of St. Louis, and enacting new provisions pertaining to permitted home occupations; repealing Section Three of Ordinance Number 69084, as amended by Ordinance Number 69199, as codified in Chapter 26.98 of the Revised Code of the City of St. Louis, and enacting a new chapter pertaining to Zoning fee schedules; repealing Sections One and Two of Ordinance Number 62617, as codified in Sections 8.07.042(A) and 8.07.042(B) of the Revised Code of the City of St. Louis, and enacting new provisions pertaining to registration in lieu of taxes for home occupations; containing a severability clause and an effective date.

WHEREAS, the City of Saint Louis is home to creative people, entrepreneurs, and businesses of every size who seek to comply with the law while growing their business and serving their customers; and

WHEREAS, the creativity, diversity, and ingenuity of the people of the City of Saint Louis should be allowed to flourish without unnecessary red tape, over-regulation, or arcane, out-dated laws; and

WHEREAS, the City of Saint Louis's current laws regulating home occupations restrict the available home occupations to a list of specified occupations, but a more dynamic law would be better able to adapt to a changing city and emerging businesses; and

WHEREAS, it is a priority of the City of Saint Louis to make it as easy as possible for people to start a new business and to grow an existing business, while ensuring that necessary and reasonable public health, safety, and quality of life protections remain in place; and

WHEREAS, it is in the best interests of the City of Saint Louis that the regulation of home occupations be reformed;

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

SECTION ONE. Section Twenty-One of Ordinance 59979, in part, as amended by Section Two of Ordinance Number 69084, as codified in Section 26.80.060 of the Revised Code of the City of St. Louis, is hereby repealed and replaced with the following:

26.80.060 - Home occupations.

A. Home occupations shall be permitted if the following requirements are met:

1. The home occupation does not change the outside appearance of the residential dwelling;

2. The home occupation does not change the primary use of the home from residential;

3. The home occupation does not generate traffic, parking, sewerage, refuse, water use, noise, dust, odors, or vibrations in excess of what is normal in a residential neighborhood;

4. The home occupation does not create a hazard to person or property, result in electrical interference, involve the storage of flammable or hazardous materials, become a public or private nuisance, or is not classified by the City as a nuisance property pursuant to Ordinance Number 69730 or its successor ordinances;

5. The home occupation does not have storage or display any occupation-related equipment, including vehicles that openly display occupation-related equipment, outside the home;

6. The home occupation does not regularly and routinely employ anyone who is not also a resident of the home to perform work inside the home;

7. The applicant of the home occupation resides at the home;

8. The home occupation does not display a sign[h1];

9. The home occupation does not regularly and routinely accept customers, clients, or the general public into the home;

10. The home occupation does not advertise, solicit or invite customers, clients, or the general public to the home;

11. The home occupation is within a property with a valid Certificate of Inspection pursuant to Chapter 25.56 of the Revised Code of the City of St. Louis;

12. The home occupation and the property remain in compliance with all city laws, rules, and regulations.

B. The following are prohibited as home occupations:

1. Animal clinics and boarding facilities, including kenneling and day care;

2. Dancing Schools;

3. Doctor and dentist offices;

4. Mortuaries;

5. Stables or kennels;

6. Private clubs;

7. Repair shops;

8. Restaurants;

9. Tourist homes;

10. Automobile repair or paint shops, sales and leasing of new or used autos and auto detailing and washing.

C. The following home occupations shall be considered a conditional use that may be allowed subject to the provisions of Section 26.80.010 of the Revised Code of the City of St. Louis:

1. Home cooking, preserving or processing of food for resale;[h2]

2. Home daycares;

3. Recording and film studios;

4. Home office use for general construction, electrical, painting, plumbing, or landscaping contractors;

5. Any proposed home occupancy that is not specifically prohibited by Subsection B of this Section, but cannot comply entirely with the standards contained in Subsection A of this Section.

D. A fee, set forth in Chapter 26.98, shall be due at the time an application is made for a home occupancy waiver.

SECTION TWO. Section Three of Ordinance Number 69084, as amended by Ordinance Number 69199, as codified in Chapter 26.98 of the Revised Code of the City of St. Louis, is hereby repealed and replaced with the following:

26.98 - Fee Schedule.

26.98.010 Schedule enumerated.

The following non-refundable fees shall be paid by the requesting party prior to any action being taken by the city in connection with zoning services:

SERVICE	FEE
Front Yard Survey	$25.00
Rezoning Petition	$250.00
Appeal to the Board of Adjustment	$200.00
Conditional Use	$50.00
PUD (Planned Unit Development)	$500.00*
CUP (Community Unit Plan)	$500.00*
Amendment of a CUP	$300.00
SPD (Signage Plan District)	$300.00
Home Occupancy Waiver	$50.00
Zoning Letters	$25.00
Signature Verification of Plat & Petitions	$475.00
Incidental Business Waivers	$20.00
Form-based district application fee	$500.00

*$500.00 for the first acre, $250.00 for each additional acre or fraction thereof

SECTION THREE. Registration in lieu of tax. Sections One and Two of Ordinance Number 62617, as codified in Sections 8.07.042(A) and 8.07.042(B) of the Revised Code of the City of St. Louis, are hereby repealed and replaced with the following:

8.07.042 Home occupation—Registration in lieu of tax.

A. Any person or taxpayer operating a home occupation that is permitted by and meets the requirements of the Zoning Code of the City of St. Louis may apply to the License Collector for designation and registration as a home occupation operator. Such designation and registration shall be granted for a one year period and be renewable each year on an annual basis if and only if the person or payer meets the following conditions: (1) The application is accompanied by: (a) a copy of a home occupation waiver issued by the Zoning Administrator, (b) a copy of the E-234 Business Earnings Tax Form filed by the taxpayer with the Collector of Revenue for the preceding calendar year, (c) a written statement of clearance certifying that no current or past earnings and/or personal property taxes are due and payable to the City; and (2) said Form E-234 demonstrates that the taxpayer's gross earnings attributable to such home occupation for said preceding calendar year are less than one hundred thousand dollars ($100,000); provided, however, that taxpayers who were not required to file Form E-234 for the preceding calendar year due to the fact that their business did not then exist shall be eligible for designation as home occupation operators without filing the E-234 form for that calendar year only.

B. Upon designation as a home occupation operator, the operator shall pay, in lieu of the graduated business license tax, a home occupation registration fee in the amount of twenty-five dollars ($25.00). Upon payment of the registration fee, the operator shall be issued a certificate of registration by the License Collector that shall be maintained at the home occupation premises.

SECTION FOUR. Severability Clause. The provisions of this ordinance are severable. In the event any provision of this ordinance is determined to be invalid, the remaining provisions shall not be affected thereby.

SECTION FIVE. Effective Date. The provisions of this ordinance shall become effective on February 1, 2016, after its passage and approval by the mayor.

Approved: November 24, 2015

ORDINANCE #70151
Board Bill No. 201

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to enter into a Lease Agreement with The Urban League of Metropolitan St Louis, to lease property located in City Block 3748 of the City of St. Louis, for a period of Ten (10) years with two additional five year options, and for the purposes of creating a mixed use service delivery facility, and other self-improvement activities as well as office space for administrative needs.

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

SECTION ONE. The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into the following Lease of property located in City Block 3748, as more fully described in such Lease Agreement, for purposes of

conducting operations of the Urban League of Metropolitan St. Louis, as set forth in such Lease Agreement, which is attached hereto as Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of December, 2015, by and between the City Of St. Louis, a Municipal Corporation of the state of Missouri, through its Comptroller, pursuant to Article XV, Section 2 of the charter of the City of St. Louis, whose address is City Hall, Saint Louis, Missouri, (the "Lessor"), and the The Urban League of Metropolitan St. Louis, a Missouri non-profit corporation, whose address is 3701 Grandel Square , Saint Louis, Missouri, ("the Lessee").

WITNESSETH:

WHEREAS,

There does exist a certain property owned by the City of St. Louis further described as the basement, first, and second levels of the building numbered as 929 N. Spring Avenue, together with adjacent paved parking . (the "Premises").

Leasee will use the premises for a mixed-use service delivery facility, and other self-improvement activities, as well as office space for administrative needs.

NOW, THEREFORE, in accordance with the covenants and agreements herein contained, the parties hereto hereby obligate themselves as follows, Lessor lets unto Lessee the above legally described real property for a period of ten years with two additional five year options, commencing on the 1st day of December 2015, (the "Commencement Date"), and ending on the 30th day of November, 2025, subject to the terms, conditions and covenants hereinafter set forth.

1. The rent for the term of this Lease shall be One Dollar ($1.00) per year, payable upon the date of execution of this Lease and each subsequent annual anniversary date, and other valuable considerations heretofore set forth in this Lease.

2. The use of the Premises let hereunder shall be for the sole and exclusive purpose of administering Lessee's services programs, and other self help initiatives as well as office space for administrative purposes.

3. Possession of the Premises shall be given to Lessee by Lessor upon full execution by both parties hereto. LESSEE AGREES AND COVENANTS TO TAKE THE PREMISES IN "AS IS" CONDITION with the following exceptions: Lessor acknowledges that in certain parts of the building that mold has developed as a result of water leaks from the roof which has since been repaired . Lessor will be responsible for removal of all mold found on the premises. Lessor further agrees to maintain the heating and cooling system which serves both 929 and 911 N. Spring for the first two years of this lease. Lessee acknowledges that Lessor has made no representations, warranties, or statements regarding any other conditions of Premises or the suitability of Premises for the use contemplated by Lessee and described in Section 2 of this Lease. Lessee states that it has inspected the Premises, finds the current condition satisfactory and suitable to its needs, and accepts them under this Lease in "AS IS" condition with the noted exceptions .

4. The Lessee shall provide, during the full tenure of this Lease, and at Lessee's sole and exclusive cost and expense, services as follows:

   A. All necessary repairs and renovations to the Premises except as noted in section 3 and any improvements placed thereon by Lessee deemed desirable by Lessee. In addition, Lessee shall provide, at its own expense, all necessary and ongoing repairs and maintenance of any improvements or devices placed thereon by Lessee. All furnishings and equipment constructed or installed at or on the Premises by Lessee, shall be personal property and Lessee shall have legal title thereto during the term of this Lease. No permanent construction or substantial alteration at on or the Premises shall be made without the prior written permission of Lessor's Board of Public Service, such permission to be not unreasonably withheld.

B. All utilities necessary to operation of Premises. Lessee shall be completely, solely, and exclusively responsible for all efforts and resulting costs associated with providing initial set-up utility services exclusive to the Premises and any improvements placed thereon and agrees to pay any fees or costs incurred as a result of making such utilities available exclusively to the Premises. Lessee agrees and covenants to pay all costs and fees of utilities once services are provided to the Premises and improvements thereon.

C. The Lessor shall permit the Lessee to install any reasonable communications system and security system necessary for the conduct of its business.

D. All custodial, and security services.

E. Lessee bears full and complete authority for obtaining any permits, licenses, and/or approval required from the City of St. Louis and/or its boards, departments, and agencies, as may be applicable and Lessee covenants that it will follow all laws and regulations applicable to the Premises.

F. Lessee shall at all times during the term of this Lease maintain its own expense liability insurance coverage in the amount of $100,000 per person, $300,000 per incident, and $50,000 property damage, or in a different amount if deemed desirable by the Comptroller of the City of St. Louis, naming the City of St. Louis as an additional insured, and file a certificate of same with the Comptroller of the City of St. Louis. Lessee hereby agrees to hold Lessor harmless and indemnify Lessor from all and any claims, demands, actions, causes of action or judgments against Lessor for personal injuries or damages to property arising out of or resulting from, directly or indirectly, Lessee's use of the Premises, including reimbursement of all costs expended by Lessor in defense of any such claim, demands, actions causes of action, or judgments. Lessee shall be fully and completely responsible, at its sole cost and expense, to remediate any environmental contamination resulting from Lessee's use and/or possession of the Premises under the terms of this Lease. Lessee shall be fully and completely responsible during the full term of this Lease, for any destruction to the Premises or any improvements placed thereon, by any act of God or other cause. In the event that any such act of God or other cause renders the Premises unfit or unusable by Lessee, Lessee may, at its option, terminate the Lease upon 90-day written notice to Lessor. Termination under this section of the Lease shall be Lessee's sole recourse against Lessor in the event of destruction by act of God or other cause.

5. It is the understanding and agreement of the parties hereto that the Lease creates a clear "Net" lease obligation, whereby Lessee agrees to bear all expenses and make all payments consistent with the principal of the "Net" lease. Lessee hereby assumes and agrees to perform all duties and obligations with respect to the Premises, any improvements placed thereon, and appurtenances thereto, and with respect to the use, operation, repair, and maintenance thereof except as noted in section 3.

6. Lessee agrees that in the use of the Premises or in the use of any property used in connection with the Premises, Lessee will not exclude or discriminate against any person solely because of race, color, or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said Premises or property.

7. The Americans with Disabilities Act (ADA) prohibits discrimination based on disability. Lessee covenants to comply with the provisions of the Americans with Disabilities Act and provide necessary documentation to their compliance efforts as required by the Commissioners on the Disabled Office of the Disabled.

8. From and after the date of execution of this Lease, both parties shall comply with all laws, ordinances, regulations, and orders of Federal, State, County and Municipal authorities pertaining to the Premises and any improvements and operations thereon.

9. In the event that all or any portion of the Premises is needed for any municipal purpose, Lessor shall have the right to modify or terminate this Lease prior to the expiration of its term, and to enter upon and take possession of the Premises and any improvements thereon. Lessee agrees to vacate all or a portion of the Premises as shall be needed for such municipal purpose upon ninety (90) days prior written notice to lessee as set forth in Section 13 of this Lease. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such modification or termination.

10. If at any time during the term of this Lease, Lessee is found to be in violation of this Lease, Lessor shall have

the right to enter upon and take possession of the Premises and any improvements thereon and to terminate the Lease prior to the expiration of its term. Default shall occur if Lessee shall fail to use and operate the Site and any improvements placed thereon in accordance with this Lease or if Lessee shall fail to remedy any breach of the provisions of this Lease within twenty (20) days after receipt by Lessee of written notice from Lessor that a breach of the provisions of this Lease has occurred. In such case of default, Lessor may declare the Lease terminated and order Lessee to discontinue operations and vacate the Premises. Lessee agrees and covenants to vacate the Premises fully and completely upon 90 days notice to Lessee of such termination.

11. Upon expiration of the term of this Lease, or in the event Lessor tenders notice pursuant to this Lease, Lessee agrees and covenants, at Lessor's written request, to return the Premises at Lessee's sole and exclusive cost and expense, to the same or like condition as was present on the Commencement Date of this Lease.

12. All notices to be given shall be in writing, and deposited in the United States Mail, certified, postage prepaid, as follows:

If to Lessee:	Urban League of Metropolitan St. Louis 3701 Grandel Square Saint Louis, Missouri 63108 Attn: Executive Director
If to Lessor:	Comptroller's Office 1520 Market St. Room 3005 Saint Louis, Missouri 63103 Attn: Real Estate Section
With a copy to:	City Counselor Room 314, City Hall Saint Louis, Missouri 63103

or to such other addresses as either party may later designate

13. Lessor, during the term of this Lease, shall reserve unto itself the right to monitor the programs established and operated by Lessee at Premises through its auditing department, or any other City of non-City agency with necessary expertise in such matters. At all times during the term of this Lease, Lessor specifically retains the right of access to all portions of the Premises and any improvements of any kind placed thereon.

14. Lessee shall deliver to Lessor at least once a year during the term of this Lease a financial and progress report concerning the full operation of the facility, in scope and form satisfactory to the Comptroller of the City of Saint Louis.

15. Both parties agree that Lessee is not an agent or employee of Lessor with respect to its acts or omissions.

16. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this Lease nor shall any consent by Lessor to any assignment of said Premises or any part thereof, be held to waive or release any assignee from any of the conditions or covenants contained in this Lease as against such assignee; every such assignee shall expressly be subject to the covenants contained in this Lease.

17. The covenants and agreements contained herein shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural; the plural, the singular, and the use of any gender shall be applicable to all genders. All covenants, agreements and undertaking shall be joint and several. Notwithstanding the aforementioned provisions, Lessee may not sublease the Premises nor may the Premises be used by Lessee's successors or assigns for any purpose other that those delineated in Section 2 of this Lease during the full term of this Lease, unless the Board of Estimate and Apportionment of the City of Saint Louis provides Lessee with written approval of such a sublease or amended exclusive purposes. No modifications or changes shall be made to this Lease unless the same are made in writing and signed by all parties to this Lease. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall be attached to and binding upon the administrators, successors, legal representatives, and assigns of each of the Parties of this Lease.

18. It is mutually stipulated and agreed by and between the Parties hereto that this instrument contains the whole agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises, or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises, or undertakings whatsoever upon the respective parties in any way touching the subject matter of this contract which are not expressly contained in this instrument.

19. If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void of voidable for any reason whatsoever by a court of competent jurisdiction, the binding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. This Lease shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day and year first written above.

LESSOR	LESSEE
City of St. Louis	Urban League of Metro St. Louis
BY: _____	BY: _____
Darlene Green Comptroller	Michael P. McMillan Executive Director
Attest	Approved as to legal form:
_____	_____
Parrie L. May Register	Winston Calvert City Counselor

Approved: November 24, 2015

ORDINANCE #70152
Board Bill No. 220

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the Department of Justice for the City of Saint Louis Department of Health Byrne Criminal Justice Innovation Program funding for Near Northside Project BCJI Implementation (Award # 2015-AJ-BX-0016) and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

SECTION ONE: The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the Department of Justice for the City of Saint Louis Department of Health Byrne Criminal Justice Innovation Program funding for Near Northside Project BCJI Implementation (Award # 2015-AJ-BX-0016) and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

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

Executive Summary: **Byrne Criminal Justice Innovation (BCJI) Near Northside Project: BCJI**

From October 2015 through October 2018, The City of St. Louis Department of Health ("DOH") will plan and implement comprehensive place-based strategies to reduce crime and support the revitalization of the Near North Side of St. Louis City. The DOH will work with residents and community stakeholders to: (a) Plan and implement built environmental changes to reduce crime in the neighborhood; (b) Coordinate restorative justice opportunities for existing offenders in the neighborhood; and (c) Coordinate

workforce development strategies to reduce the unemployment rate in the neighborhood. The St. Louis Metropolitan Police Department (SLMPD) will provide and analyze crime data, and establish place-based law enforcement efforts within the BCJI framework. The City of St. Louis will help to align BCJI efforts with existing community corrections, jail diversion, drug and family court, mental health programs and other re-entry initiatives. Urban Strategies will lead on community engagement and workforce development efforts, in collaboration with other workforce development agencies. The DOH will work with the Department of Criminology and Criminal Justice at the University of Missouri at St. Louis (UMSL) to gather and assess crime data, define and confirm hotspot dynamics, and develop a data-driven approach to building a continuum of strategies to ensure the needs of the community are consistently being addressed. UMSL will provide research and technical assistance with planning and infrastructure start up, refinement and strengthening of strategy implementation. The DOH will also coordinate all activities with its existing Youth Violence Prevention Partnership, and existing group receiving intensive training and technical assistance from the Centers for Disease Control and Prevention and its consultant, American Institute for Research. The YVP Partnership includes the SLMPD, St. Louis Public Schools, Probation & Parole, Juvenile Court, the St. Louis Mental Health Board, and the St. Louis Agency on Training and Employment. Through the YVP Partnership, The Near North Side project will have access to extensive technical assistance, community and practitioner access, and membership in a nation-wide violence prevention effort: STRYVE (Striving to Reduce Youth Violence Everywhere).

The total of the grant award from the Department of Justice totals $999,858.

Approved: November 24, 2015

ORDINANCE #70153
Board Bill No. 221

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the Missouri Department of Health and Senior Services for the City of Saint Louis Department of Health / Public Health Emergency Preparedness (PHEP) Ebola LPHA funding and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

SECTION ONE: The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the Missouri Department of Health and Senior Services for the City of Saint Louis Department of Health / Public Health Emergency Preparedness (PHEP) Ebola LPHA funding and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

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

Executive Summary: Public Health Emergency Preparedness Ebola LPHA Competitive Funding

Urgent care centers and retail walk-in clinics must be considered lst points of entry into the healthcare system, yet the relationship between these offices and LPHAs ranges from non-existent to quite good. During the Fall of 2014, it became clear that many urgent care centers and retail walk-in clinics were woefully ill-prepared for Ebola (and consequently other highly infectious diseases) and additionally, were unfamiliar with their local health departments in terms of communication / reporting requirements, latest guidance from CDC, state, and local levels, assistance available to them, etc.

Funding received from this grant will be used to develop a network of partnerships among urgent care/retail clinics, LPHAs, and our Health Care Coalition.

We will provide technical assistance, expertise, and advise to LPHAs regarding how to strengthen the relationships with urgent care and walk-in staff to assure that these sites are prepared to identify patients exposed to or symptomatic of highly infectious diseases, isolate identified patients, initiate appropriate local/regional notification protocols, and utilize best practices for patient transportation.

Additionally, funds from this grant will be used to formalize the provisions of services to individuals and/or families placed in quarantine. Best practices dictate these “wrap-around” services be defined with Memorandums of Understanding signed.

Finally, through a subcontractor with Heartland Center, St. Louis University, portals dedicated to these projects will be created as a training and resource aid for the urgent care clinics and retail walk-in clinics, as well as for the volunteer agencies partnering with us on the prevision of services to those sequestered under isolation and quarantine orders.

The total of the grant application and anticipated funding from the Missouri Department of Health and Senior Services totals $139,114. The award expire August 31, 2016.

August 7, 2015

Approved: November 24, 2015

ORDINANCE #70154
Board Bill No. 192
Floor Substitute

An Ordinance pertaining to the Employees Retirement System of the City of St. Louis (the "Retirement System") repealing the following: Subsections 2 and 3 of Section Eleven of Ordinance 66511, Subsection 5 of Section Fourteen of Ordinance 66511, and Sections Four and Twelve of Ordinance 67963; and enacting new provisions related to the same subject matter; and containing a severability clause.

WHEREAS, the City of St. Louis, Missouri (the "City") established the Retirement System by City ordinance effective April 1, 1960 pursuant to that state statute currently codified as Section 95.540 of Missouri Revised Statutes 2000, as amended, in order to provide for the pensioning of certain City employees and the employees of certain other governmental entities providing services to the inhabitants of the City;

WHEREAS, the Internal Revenue Service (the "IRS"), an agency of the federal government, has determined that the Retirement System meets the applicable requirements of a "Qualified Plan" as defined by the Internal Revenue Code of 1986, as amended (the "IRC), and is in compliance with the applicable provisions and requirements of IRC Section 401(a);

WHEREAS, it is necessary for the Retirement System to remain up-to-date on Qualified Plan requirements and may be necessary to apply for a determination letter from the IRS from time to time to in order for the Retirement System to maintain its Qualified Plan status;

WHEREAS, the ordinances governing the Retirement System provide for the System to utilize a federal letter forwarding program in certain instances;

WHEREAS, the federal government has eliminated the IRS and SSA federal letter forwarding programs;

WHEREAS, the Board of Trustees of the Retirement System wishes to clarify its voting requirements;

WHEREAS, the Retirement System's actuary has recommended the Retirement System change its valuation methodology from the Projected Unit Credit method to the Entry Age Normal method;

WHEREAS, the City desires to change the Retirement System's actuarial valuation methodology from Projected Unit Credit to Entry Age Normal;

WHEREAS, the Retirement System's actuary has recommended the Retirement System change its unfunded accrued liability amortization schedule; and

WHEREAS, the City desires to change the Retirement System's amortization schedule for unfunded accrued liabilities;

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

SECTION ONE. Subsections 2 and 3 of Section Eleven of Ordinance 66511 of the City of St. Louis, Missouri (the "City") are hereby repealed and enacted in lieu thereof is the following:

2. Normal Contribution Rate.

The Normal Contribution rate percentage shall be determined annually by the actuary from the liabilities of the

Retirement System (as defined in Subsection 23 of Section Four of Ordinance 66511) as shown by actuarial valuations which are based on the interest rate and such mortality and other tables as shall be adopted by the Board of Trustees (as defined in Subsection 5 of Section Four of Ordinance 66511). Effective October 1, 2015 and thereafter, the normal cost percentage shall equal the normal cost amount determined under the entry age normal actuarial cost method divided by the Compensation (as defined in Subsection 7 of Section Four of Ordinance 66511) of Employees (as defined in Subsection 11 of Section Four of Ordinance 66511) who are Members (as defined in Subsection 16 of Section Four of Ordinance 66511), plus a percentage of Compensation to cover the administrative expenses of the Retirement System.

3. Unfunded Accrued Liability Contributions – Determination.

The unfunded accrued liability represents the liability for normal and Member contributions not paid in the year prior to the effective date, for the increased contributions not paid in the years prior to a benefit increase and for accumulated increases/decreases in liabilities/assets caused by variation of actual plan experience from assumptions underlying past contributions. The Unfunded Accrued Liability Contribution shall be determined by the actuary annually, as a part of the actuarial valuation. Said annual Unfunded Accrued Liability Contribution shall represent the amount, expressed as a level percentage of compensation which should be contributed, by amortizing the inital unfunded accrued liability as of October 1, 2015 over twenty (20) years, with each future change in unfunded accrued liability due to actuarial gains and losses and changes in actuarial assumptions being amortized over separate twenty (20) year periods.

SECTION TWO. Section Four of Ordinance 67963 is hereby repealed (formerly Subsection 6 of Section Nine of Ordinance 66511) and enacted in lieu thereof is the following:

6. Commencement of Benefits and Minimum Required Distributions.

Effective on and after January 1, 2003, the Retirement System will pay all benefits in accordance with the requirement of the Internal Revenue Code of 1986, as amended (the "IRC") Section 401(a)(9), including the incidental death benefit requirement in IRC Section 401(a)(9)(G), the regulations under that section, and the good faith compliance standard for governmental plans under the Pension Protection Act of 2006 with regard to IRC Section 401(a)(9). For this purpose, and notwithstanding any other provisions of this Ordinance or Ordinance 66511, as amended, the Member's "required beginning date" is the later of (i) April 1 of the calendar year following the calendar year in which the Member reaches 70-1/2 years of age, or (ii) April 1 of the calendar year following the calendar year in which the Member terminates employment. If a Member fails to apply for retirement benefits by the "required beginning date," the Retirement System will use reasonable efforts to notify the Member of the required minimum distribution.

SECTION THREE. Subsection 5 of Section Fourteen of Ordinance No. 66511 of the City is hereby repealed and enacted in lieu thereof is the following:

5. Voting.

Each trustee shall be entitled to one vote in the Board of Trustees. Four affirmative votes shall be necessary to adopt any motion at any meeting of the Board of Trustees.

SECTION FOUR. Section Twelve of Ordinance 67963 is hereby repealed and enacted in lieu thereof is the following:

The Board of Trustees is hereby authorized and directed to seek favorable determination letters from the Internal Revenue Service (the "IRS") that the Retirement System continues to be a Qualified Plan, in the time and manner the Board of Trustees deems appropriate based on IRS procedures with respect to such letters. The Board of Trustees is authorized to adopt rules or regulations and to take actions to meet any requirements imposed by the IRS as a part of this process.

SECTION FIVE. Each provision of this ordinance shall be severable. In the event any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this ordinance are valid, unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision(s) that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void one(s); or unless the court finds that the valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Approved: November 25, 2015

ORDINANCE #70155
Board Bill No. 203

AN ORDINANCE RECOMMENDED BY THE PARKING COMMISSION OF THE CITY OF ST. LOUIS AND AUTHORIZING AND DIRECTING THE CITY, ACTING THROUGH THE TREASURER OF THE CITY IN HER CAPACITY AS SUPERVISOR OF PARKING METERS, TO ISSUE PARKING REVENUE BONDS, SERIES 2015B (TAX-EXEMPT), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $48,000,000; SETTING FORTH CERTAIN TERMS AND CONDITIONS RELATIVE TO SUCH BONDS; APPOINTING A TRUSTEE, BOND REGISTRAR AND PAYING AGENT IN CONNECTION WITH THE BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE NO. 5, AN ESCROW AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND A TAX COMPLIANCE AGREEMENT; AUTHORIZING THE NEGOTIATED SALE OF THE BONDS AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; AUTHORIZING THE PREPARATION AND DISTRIBUTION OF THE PRELIMINARY OFFICIAL STATEMENT AND THE PREPARATION, EXECUTION AND DISTRIBUTION OF THE OFFICIAL STATEMENT RESPECTING THE BONDS AND THE TAKING OF FURTHER ACTIONS WITH RESPECT THERETO; THE TAKING OF OTHER ACTIONS, AND THE EXECUTION AND APPROVAL OF OTHER DOCUMENTS (EXHIBIT 1), AS ARE NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF AND TO COMPLY WITH THE DUTIES OF THE CITY UNDER ANY AGREEMENT FOR BOND INSURANCE; AUTHORIZING THE REIMBURSEMENT OF CERTAIN AMOUNTS PREVIOUSLY EXPENDED ON THE ISSUANCE OF THE SERIES 2015B BONDS AND THE REFUNDING OF THE REFUNDED BONDS AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of St. Louis, Missouri (the "City''), acting through the Treasurer acting in her capacity as supervisor of Parking Meters (the "Treasurer'') (the "Issuer'') is authorized under the laws of the State of Missouri, including Section 82.485, Revised Statutes of Missouri (2000), as amended (the "Act''), to issue revenue bonds and pledge parking assets, including real property and future income, for the purpose of financing capital improvements; and

WHEREAS, under that certain Indenture of Trust dated as of December 1, 2006 (the "Original Indenture") from the City to UMB Bank, N.A. (the "Trustee") and Supplemental Trust Indenture No. 1 dated as of December 1, 2006, the City issued its Parking Revenue Bonds, Series 2006A (Tax-Exempt), in the principal amount of $46,250,000 (the "Series 2006A Bonds"); and

WHEREAS, under the Original Indenture and Supplemental Trust Indenture No. 2 dated as of December 1, 2007, the City issued its Parking Revenue Bonds, Series 2007A (Tax-Exempt) in the principal amount of $9,370,000 (the "Series 2007A Bonds") and its Parking Revenue Bonds, Series 2007B (Taxable) in the principal amount of $3,335,000; and

WHEREAS, the City deems it advisable for the general welfare of the people residing and working in the City to now issue not to exceed Forty-Eight Million Dollars ($48,000,000) aggregate principal amount of bonds (the "Series 2015B Bonds") under the Original Indenture and Supplemental Trust Indenture No. 5, dated as of the first day of the month in which the Series 2015B Bonds are issued (the "Supplemental Indenture") among the City, the Parking Commission of the City (the "Parking Commission") and the Trustee to (a) refund the hereinafter defined Refunded Bonds, (b) fund debt service reserves with respect to the Series 2015B Bonds, and (c) pay the costs of issuance with respect to the Series 2015B Bonds, including the premium for any bond insurance securing the Series 2015B Bonds; and

WHEREAS, the Series 2015B Bonds will consist of not to exceed Forty-Eight Million Dollars ($48,000,000) aggregate principal amount of Tax-Exempt Series 2015B Bonds (the "Tax-Exempt Bonds"); and

WHEREAS, in connection with the issuance of the Series 2015B Bonds it is necessary and desirable that the City, as issuer, enter into certain agreements including, without limitation, the Supplemental Indenture, the Escrow Agreement ("Escrow Agreement'') the Bond Purchase Agreement dated as of the date of the sale of the Series 2015B Bonds between the City and the underwriters identified therein (the "Bond Purchase Agreement"), the Continuing Disclosure Agreement dated as of the first day of the month in which the Series 2015B Bonds are issued, between the City and UMB Bank, N.A., as dissemination agent (the "Continuing Disclosure Agreement") and a Tax Compliance Agreement dated as of the first day of the month in which the Series 2015B Bonds are issued, between the City and the Trustee (the "Tax Compliance Agreement"), and that the City execute certain other documents and authorize the preparation and execution of a preliminary official statement and an official statement; and

WHEREAS, the Series 2015B Bonds shall state that such bonds do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and that the taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged to the payment of the principal of, premium, if any, or interest on the Series 2015B Bonds.

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

Section One. **Definitions**.

. As used in this Ordinance, the following words or phrases have the following meanings, and any other capitalized terms used herein shall have the meanings assigned to such terms in the Original Indenture attached hereto as Exhibit A:

"Parking Trust Fund" means the Parking Trust Fund established by the Trustee pursuant to the Original Indenture.

"Refunded Bonds" means $_____ principal amount of the Series 2006A Bonds and all of the Series 2007A Bonds, presently outstanding in the principal amount of $9,370,000.

Section Two. **Findings, Determinations and Declarations**.

The Board of Aldermen hereby finds, determines and declares as follows:

(a) The issuance of the Series 2015B Bonds, the sale and delivery thereof through a negotiated sale to certain underwriters and the use of the proceeds thereof to (i) refund the Refunded Bonds, (ii) fund debt services reserves for, and (iii) pay costs of issuance of, the Series 2015B Bonds, is necessary and desirable for the general welfare of the City.

(b) In approving the issuance of the Series 2015B Bonds and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:

(i) the aggregate principal amount of Series 2015B Bonds shall not exceed the amount set forth in Section 3 hereof;

(ii) no bonds or other obligations of any kind or description which are secured by the Pledged Revenues shall be issued or sold without authorization by a subsequent City ordinance and the approval of the Parking Commission; and

(iii) this Ordinance authorizes the issuance and sale of the Series 2015B Bonds only.

Section Three. **Authorization of the Series 2015B Bonds**.

(a) The Board of Aldermen, acting as the governing authority of the City and on the recommendation of the Parking Commission, does hereby authorize the City, as the Issuer, to issue the Series 2015B Bonds in an aggregate principal amount determined by the Parking Commission, on condition that the aggregate principal amounts of the Series 2015B Bonds shall not exceed Forty-Eight Million Dollars ($48,000,000), the proceeds of which Series 2015B Bonds shall be used to refund the Refunded Bonds and for the other purposes stated in Section 2(a) above, and which Series 2015B Bonds shall be sold by a negotiated sale.

(b) The Series 2015B Bonds shall: (i) have a final maturity of not more than ____ years from the date of issuance; (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law; and (iii) be sold at the best price obtainable at a premium or at a discount, with such discount not to exceed the maximum discount permitted by applicable Missouri law. Subject to the provisions of this Ordinance, the Series 2015B Bonds shall be dated. mature, appear in such denominations, bear interest at such times and have such other terms and provisions as provided in the Supplemental Indenture.

(c) The payment of the costs of issuance of the Series 2015B Bonds out of the proceeds of the sale of such Series 2015B Bonds, and out of other available funds, is hereby approved on behalf of the City. The Treasurer, with the approval of the Parking Commission, shall enter into all contracts incident to the issuance and sale of the Series 2015B Bonds, and shall approve the payment by the Trustee of all costs incurred in connection with such issuance and sale of the Series 2015B Bonds.

Section Four. **Manner of Sale of the Series 2015B Bonds; Application of Proceeds**.

The Series 2015B Bonds may be sold at a negotiated sale at the best price obtainable as the Mayor, the Comptroller and the Treasurer shall determine in their sole discretion, subject to the interest rate and par value limitations set forth in Chapter 108.170,

Revised Statutes of Missouri, as amended. The proceeds of the sale of the Series 2015B Bonds shall be applied by the City simultaneously with the delivery of the Series 2015B Bonds in accordance with the provisions of the Supplemental Indenture.

Section Five. **Limited Obligations**.

The Series 2015B Bonds and the interest thereon: (a) shall be limited obligations of the Issuer payable solely out of the Pledged Revenues received by the Trustee and from any amounts payable by any bond insurer with respect to the Series 2015B Bonds; (b) shall not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction; and (c) shall not be backed by the taxing power of the City, the State of Missouri or any political subdivision thereof.

Section Six. **Appointment of Trustee for Series 2015B Bonds**.

The Board of Aldermen of the City hereby authorizes and directs the appointment of the Trustee as the trustee, bond registrar, paying agent and escrow agent for the Series 2015B Bonds. Such appointments shall be effective immediately upon the filing of the Supplemental Indenture with the Trustee.

Section Seven. **Acquisition of Bond Insurance**.

Upon the recommendation of the managing underwriter or the financial advisor, and based on a cost-benefit analysis, the Mayor, the Comptroller and the Treasurer are hereby authorized to purchase bond insurance with respect to the Series 2015B Bonds from a recognized municipal bond insurance company with respect to all or a portion of the Bonds and to execute any agreement for bond insurance with respect to the Series 2015B Bonds and other documents in connection therewith as is necessary to obtain such bond insurance. The premium and costs payable with respect to any bond insurance acquired for the Series 2015B Bonds shall be payable out of the proceeds thereof, and other available funds of the Issuer, as a cost of issuance.

Section Eight. **Approval of Bond Documents**.

(a) Series 2015B Bonds. The bond form for the Series 2015B Bonds, attached hereto as an exhibit to the Supplemental Indenture, is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Series 2015B Bonds on behalf of the City in the manner provided in the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed any of the Series 2015B Bonds shall cease to be such officials of the City before the Series 2015B Bonds so signed and sealed have been actually authenticated by the Trustee as specified in the Original Indenture or delivered by the City, the Series 2015B Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Series 2015B Bonds had not ceased to be such official or officials of the City; and any such Series 2015B Bonds also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Series 2015B Bonds, shall be the proper officials of the City, although at the date of such Series 2015B Bonds any such person shall not have been such official of the City.

(b) Indenture. The Original Indenture, in the form attached hereto as Exhibit A is hereby approved on behalf of the City, and except as otherwise provided in the Supplemental Indenture, shall be applicable to the Series 2015B Bonds.

(c) Supplemental Indenture. The Supplemental Indenture, in the form attached hereto as Exhibit B, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, including, without limitation, and subject to Section 5 hereof, changes to include a Deed of Trust with respect to one or more of the facilities financed with the proceeds of the Refunded Bonds, if required, as security for the Series 2015B Bonds, as the City officials executing the same shall approve, and the Registrar is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(d) Escrow Agreement. The Escrow Agreement, in the form attached hereto as Exhibit C, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Escrow Agreement in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same

shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(e) Bond Purchase Agreement. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Bond Purchase Agreement, in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and to take such further actions and to execute and deliver such other documents as are required by the City thereunder with the signature of the City officials executing the same to be conclusive of approval of such other documents by the City.

(f) Official Statement. The Mayor, the Comptroller, the Treasurer and other City officials are hereby authorized and directed to participate in the preparation of the preliminary official statement and the final official statement for the issuance and sale of the Series 2015B Bonds, and are further authorized and directed to execute and deliver the final official statement with their signature thereon to be conclusive evidence of the approval of such final official statement by the City.

(g) Continuing Disclosure Agreement. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement in such form and with changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of the Continuing Disclosure Agreement by the City.

(h) Tax Compliance Agreement. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are authorized and directed to execute and deliver the Tax Compliance Agreement in such form, not inconsistent with the provisions of this Ordinance, as the City officials executing the same may approve, with such changes, modifications or completions thereof, as the Mayor, the Comptroller and the Treasurer, with the advice as to form of the City Counselor, shall approve, and the Registrar is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such documents on behalf of the City.

Section Nine. Purchase of Defeasance Obligations; Establishment of Escrow Fund; Appointment of Escrow Agent.

The Treasurer is hereby authorized to purchase or cause to be purchased Government Obligations (as defined in the Original Indenture) and Defeasance Obligations (as defined in the Supplemental Indenture) with the proceeds of the Series 2015B Bonds and other available funds, if any, and deposit such securities in an irrevocable escrow trust fund established under the Escrow Agreement with the Escrow Agent for the benefit of the holders of the Refunded Bonds. Prior to the delivery of the Series 2015B Bonds, the Comptroller shall obtain a report by a recognized firm of independent certified public accountants to the effect that the principal of and interest payable on the Defeasance Obligations deposited with the Escrow Agent will be sufficient to pay when due the principal of, premium (if any) and interest due and to become due on the Refunded Bonds on December 15, 2016. The cost of such report shall be payable out of the proceeds of the Series 2015B Bonds. UMB Bank, N.A. is hereby appointed the Escrow Agent with respect to the Escrow Agreement.

Section Ten. Transfer of Funds.

The proper officials of the Issuer and the City are hereby authorized and directed to transfer or cause to be transferred all monies held with respect to the Refunded Bonds to the accounts established under the Escrow Agreement and the Supplemental Indenture as provided therein, to be held and applied as provided therein.

Section Eleven. Directions to Redeem Refunded Bonds.

The City, as issuer of the Refunded Bonds, hereby directs the officials of the City to file irrevocable directions with the Trustee to redeem the Refunded Bonds as provided in the Escrow Agreement, pursuant to the terms of the Original Indenture and the Subordinated Indenture.

The Trustee shall be irrevocably instructed to cause a notice of the redemption of the Refunded Bonds to be given as provided in the Escrow Agreement, the Original Indenture and the Subordinated Indenture.

Section Twelve. **TVB Parking Revenues, Argyle TIF Revenues and Euclid/Buckingham TIF and TDD Revenues**.

The Board of Aldermen hereby expressly approves and authorizes the continued use of TVB Parking Revenues and the Argyle TIF Revenues, and, subject to annual appropriation by the City or, as applicable, the Euclid/Buckingham Transportation Development District, which appropriation is discretionary, the Euclid/Buckingham TIF and TDD Revenues, as additional sources of money for the payment of the Series 2015B Bonds pursuant to and as provided in the Original Indenture. TVB Parking Revenues, Argyle TIF Revenues and Euclid/Buckingham TIF and TDD Revenues are hereby declared to be "other revenues" available to the Treasurer, under Section 82.485 Missouri Revised Statutes, as amended.

Section Thirteen. **Incorporation of Exhibits**.

All Exhibits to this Ordinance are incorporated herein and made part of this Ordinance by this reference.

Section Fourteen. **Further Authority**.

The City shall, and the Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate officials, 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, comply with and perform the duties of the City. The Parking Commission, the Treasurer and the City, after advising and consulting with the Board of Estimate and Apportionment, shall be authorized to take all measures consistent herewith and with the Original Indenture and the Supplemental Indenture deemed necessary to generate the projected Pledged Revenues necessary to maintain the debt service coverage ratio required by the Original Indenture.

Section Fifteen. **Reimbursement of Prior Expenditures**.

The Treasurer has heretofore temporarily advanced funds to pay costs incurred in connection with the issuance of the Series 2015B Bonds and the refunding of the Refunded Bonds, with the expectation and desire that such advances be reimbursed from the proceeds of the Series 2015B Bonds. Reimbursement of such costs is hereby approved, conditioned upon receipt from the Treasurer of an accounting for such prior expenditures accompanied by appropriate supporting documents. This Ordinance will express the "official intent" of the City that such project costs be reimbursed from the proceeds of the Series 2015B Bonds, and the proper officials shall take all steps necessary to meet the requirements of U.S. Treasury Regulations Section 1.150-2 (or successor provisions) promulgated under the Internal revenue Code of 1986, as amended.

Section Sixteen. **Preservation of Revenue Sources**.

Recognizing that a good credit rating is important to the City and can minimize its costs of borrowing, and further recognizing the importance of the City's reputation for sound financial management with bond underwriters, bond insurers, investors and other financial institutions, the Treasurer is hereby urged to take reasonable steps required by good practice to preserve sources of Pledged Revenues and to consult the Parking Commission before authorizing actions that might materially adversely affect such Pledged Revenues. The City shall not, nor shall its affiliated agencies directly or indirectly construct, or provide financial incentives of any type to any new parking facilities within 0.25 mile of the Projects financed with the Refunded Bonds, unless, in the opinion of a consultant selected by the Parking Commission, any new parking facilities shall not negatively impact the City's ability to make debt service payments on the Series 2015B Bonds authorized herein or any other outstanding bonds issued pursuant to the Original Indenture and any indentures supplemental thereto.

Section Seventeen. **Severability.**

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

_____ _____

Clerk, Board of Aldermen President, Board of Aldermen

Date: _____ _____

Mayor

Truly Engrossed and Enrolled

_____
Chairman

BOARD OF ALDERMEN
CITY OF ST. LOUIS

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Aldermen (the "Board") of The City of St. Louis, Missouri (the "City"), do hereby certify that the attached pages constitute a true, correct and complete copy of the proceedings of the Board of the City authorizing and directing the issuance by the City, acting through the Treasurer of the City in her capacity as supervisor of Parking Meters, of Parking Revenue Refunding Bonds, Series 2015B (Tax-Exempt), in an aggregate principal amount not to exceed $48,000,000 more particularly described as follows:

1. Introduction and First Reading of Board Bill No. _____, Journal of the Board of Aldermen, No. ____, dated _____, 2015, Page _____.

2. Second Reading, Report of the Committee on Ways and Means recommending adoption of Board Bill No. _____, Journal of the Board of Aldermen, No. ____, dated _____, 2015, Page _____.

3. Perfection of Board Bill No. _____, Journal of the Board of Aldermen, No. ___, dated _____, 2015, Page ____; Third Reading, Engrossment and Passage of Board Bill No. _____, Journal of the Board of Aldermen, No. ___, dated _____, 2015, Page ____; Enrolled and signed by the President/Secretary of the Board of Aldermen, Journal of the Board of Aldermen, No. ____, dated _____, 2015, Page _____.

The foregoing proceedings accurately reflect all proceedings which took place at the regular meetings of the Board held on the dates specified.

I do further certify that, to the extent to which the Journal is not an original record of proceedings (such as with respect to reports of committees, presentments to the Mayor for endorsement of bills and reports of the Mayor as to endorsements of bills) I have compared proceedings described therein with original copies in my office and have found the Journal description to be a true and correct copy thereof and of the whole thereof and that with respect to reports of committees signed by the committee chairmen or other appropriate officers, bills signed by the presiding officer of the Board in open session, presentments of the Mayor to endorse bills, and endorsements by the Mayor of bills (and other documents purported to be signed by officials of said City or the said Board), I have examined the originals of such documents and have found original signatures where the Journals have indicated such signatures and do **HEREBY CERTIFY** that the signatures and endorsements appearing on the originals of such documents are the genuine and correct signatures and endorsements of the officials so indicated by the Journal as having signed or endorsed such documents.

IN WITNESS WHEREOF, the undersigned duly executed and delivered this certificate on this ____ day of _____, 2015.

_____
Clerk of the Board of Aldermen of The City of
St. Louis, Missouri

EXHIBIT 1

RESOLUTIONS OF
THE PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI

WHEREAS, The City of St. Louis, Missouri (the "*City*"), acting through the Treasurer of the City in her capacity as Supervisor of Parking Meters (the "*Issuer*"), is authorized under the laws of the State of Missouri, including Section 82.485, Revised Statutes of Missouri (2000), as amended (the "*Act*"), to issue revenue bonds and pledge parking assets, including real property and future income, for the purpose of financing capital improvements; and

WHEREAS, pursuant to the Act, this Commission (the "*Parking Commission*") is responsible for, among other things, approving parking policy and setting rates and fees to ensure the successful operation of the Parking Division of the City (the

"*Parking Division*"); and

WHEREAS, the City and the Treasurer of the City in her capacity as Supervisor of Parking Meters (the "T*reasurer*") deem it advisable, for the general welfare of the people residing and working in the City, to issue revenue bonds in an amount not to exceed $48,000,000 in principal amount to (a) refund in advance of maturity $32,005,000.00 of the City's currently outstanding $46,250,000.00 principal amount of Series 2006A (Tax-Exempt) Parking Revenue Bonds (the "*Refunded Bonds*"), (b) refund in advance of maturity all of the City's Parking Revenue Bonds, Series 2007A (Tax-Exempt) currently outstanding in the principal amount of $9,370,000, and (c) pay the costs of issuance with respect to the bonds, and to secure such bonds by a pledge of, among other funds, certain Pledged Revenues (as defined in the herein defined Indenture); and

WHEREAS, to accomplish the purposes set forth above, it is advisable for the City to issue Subordinated Parking Revenue Refunding Bonds, Series 2015B in the principal amount not to exceed $48,000,000 (the "*Series 2015B Bonds*" or "*Bonds*") pursuant to a Trust Indenture dated as of December 1, 2006 (the "*Original Indenture*") and a Supplemental Trust Indenture No. 5 dated as of _____, 2015 (the "*Supplemental Indenture*" which, together with the Original Indenture and all amendments and supplements thereto, is referred to herein as the "*Indenture*"), each among the Issuer, the Commission, and UMB Bank, N.A., as trustee; and

WHEREAS, the issuance of the Series 2015B Bonds will be authorized, sold and secured pursuant to an Ordinance (the "*Ordinance*") to be adopted by the Board of Aldermen of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI AS OF THIS 8TH DAY OF OCTOBER, 2015 AS FOLLOWS:

Section Eighteen. Definitions.

As used in this Resolution, all words and phrases and other capitalized terms used herein shall have the meanings assigned to such terms in the Ordinance and the Indenture.

Section Nineteen. Findings, Determinations, and Declarations.

This Parking Commission hereby finds, determines, and declares that the issuance, sale, and delivery of the Series 2015B Bonds in the forms, on the terms, and subject to the conditions stated in the Ordinance is necessary and desirable for the general welfare of the City.

Section Twenty. Recommendation to Issue the Series 2015B Bonds.

This Parking Commission hereby recommends to the Board of Aldermen of the City that the City, as Issuer, should issue the Series 2015B Bonds on terms as finally determined by the Treasurer on behalf of this Parking Commission, on condition that the principal amount of the Series 2015B Bonds shall not exceed $48,000,000, the proceeds of which Series 2015B Bonds shall be used (a) to refund in advance of maturity $32,005,000.00 of the City's currently outstanding $46,250,000.00 principal amount of Series 2006A (Tax-Exempt) Parking Revenue Bonds, (b) refund in advance of maturity $_____ of the City's Parking Revenue Bonds, Series 2007A (Tax-Exempt) currently outstanding in the principal amount of $9,370,000, and (c) to pay the Costs of Issuance of the Series 2015B Bonds, and for the other purposes stated in the Ordinance. This Parking Commission also recommends to the Board of Aldermen that the final principal amount of such Bonds, and whether proceeds shall be used to refund Series 2007A Bonds, be determined by this Parking Commission based on the recommendation of the Treasurer after consultation with the Parking Commission's financial advisor, taking into account the amount of savings expected to be realized by such refunding; provided, however, that in no event shall the total principal amount of Bonds to be issued exceed Forty-Eight Million Dollars ($48,000,000).

Section Twenty-one. Execution of Supplemental Indenture.

The Supplemental Indenture, in the form attached hereto as **Exhibit A**, is hereby approved on behalf of this Parking Commission. The Treasurer is hereby authorized and directed to execute and deliver the Supplemental Indenture on behalf of this Parking Commission, in such form and with such changes, modifications, or completions thereof, not inconsistent with the provisions of this Resolution, as the Treasurer shall approve, and the signature of the Treasurer shall be conclusive as to his approval of such changes, modifications, or completions on behalf of this Parking Commission.

Section Twenty-two. Further Actions.

This Parking Commission will cooperate with the Treasurer and the City in advising and consulting with the Board of

Estimate and Apportionment to take all measures consistent with this Resolution and the Indenture deemed necessary to generate the projected Pledged Revenues necessary to maintain the debt service coverage ratio required by the Indenture.

Section Twenty-three. **Preservation of Revenue Sources**.

Recognizing that a good credit rating is important to the City and can minimize its costs of borrowing, and further recognizing the importance of the City's reputation for sound financial management with bond underwriters, bond insurers, investors, and other financial institutions, the Treasurer is hereby urged to take reasonable steps required by good practice to preserve sources of Pledged Revenues and to consult this Parking Commission before authorizing actions that might materially adversely affect such Pledged Revenues.

COMMISSIONERS:

_____
Tishaura O. Jones, Chairman and Supervisor of Parking Meters

_____
Darlene Green, Comptroller

_____
Freeman M. Bosley, Sr., Chairman of the Streets,
Traffic and Refuse Committee of the Board of Aldermen

_____
Stephen J. Runde, Director of Streets

_____
Carl Phillips, Director of Parking Operations

Approved: November 25, 2015

ORDINANCE #70156
Board Bill No. 212

An ordinance determining that the Tax Increment Financing Plans listed in Exhibit "A" are making satisfactory progress under the proposed time schedule for completion of projects therein.

WHEREAS, the Tax Increment Financing plans and projects listed in Exhibit "A" were approved by the Board of the Aldermen of the City of St. Louis by ordinance; and

WHEREAS, Section 99.865.3, RSMo, provides that five years after the establishment of each redevelopment plan and every five years thereafter, the governing body of the municipality shall hold a public hearing regarding these redevelopment plans and projects pursuant to Sections 99.800 to 99.865, RSMo to determine if the redevelopment projects are making satisfactory progress under the proposed time schedule contained within the approved plans for completion of
such projects; and

WHEREAS, after proper notice, the Housing, Urban Development, and Zoning Committee held a public hearing on November 4, 2015 and found the redevelopment projects listed on Exhibit "A" are making satisfactory progress;

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

SECTION ONE. The Board of Aldermen of the City of St. Louis hereby determines that the Tax Increment Financing Plans listed in Exhibit "A" are making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

SECTION TWO. The Board of Aldermen hereby finds that the required notices were Published and the required hearing was held, pursuant to Section 99.365.3, RSMo.

EXHIBIT "A"
Tax Increment Financing Plans
(Is on file in the Register's Office.)

Approved: November 25, 2015

ORDINANCE #70157
Board Bill No. 213

An Ordinance designating a portion of the City of St. Louis, Missouri as a redevelopment area known as the 4494 Lindell 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 4494 Lindell 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 Lindell Developer, Inc., a Missouri corporation (the "Developer"), prepared a plan for redevelopment titled the "4494 Lindell TIF Redevelopment Plan" dated September 27, 2015, as revised October 5, 2015 (the "Redevelopment Plan"), for an area consisting of the parcel commonly numbered as 4490-4494 Lindell (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 the renovation of the building in the Redevelopment Area into commercial space, as set forth in the Redevelopment Plan (the "Redevelopment Project"); and

WHEREAS, on October 14, 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 October 14, 2015, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the creation of new jobs, the presentation of historic structures, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, and facilitation of economic stability for the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

WHEREAS, on October 14, 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 "conservation area" as provided in the TIF Act and as set forth herein; and

WHEREAS, the property constituting the Redevelopment Area is underutilized, 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 renovation of the building in the Redevelopment Area into commercial space; 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, 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 "conservation 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 "conservation 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 September 27, 2015, as revised October 5, 2015, as reviewed and recommended by the TIF Commission on October 14, 2015, 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 "4494 Lindell 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 4494 Lindell 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 4494 Lindell Special Allocation Fund for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

SECTION SIX. In addition to the payments in lieu of taxes described in Section Five of this Ordinance, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year prior to the adoption of the Redevelopment Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000) as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) as amended, taxes imposed on sales pursuant to subsection 2 of section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, and any other taxes, licenses or fees exempt from tax increment financing by Missouri law, 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 4494 Lindell 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 4494 Lindell 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
4494 LINDELL TIF REDEVELOPMENT PLAN
(Is on file in the Register's Office.)

Approved: November 25, 2015

ORDINANCE #70158
Board Bill No. 214

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 Lindell Developer, Inc.; prescribing the form and details of said agreement; designating Lindell Developer, Inc. 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 October 14, 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 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 _____, 201__, which Ordinance: (i) adopted and approved a redevelopment plan entitled the "4494 Lindell TIF Redevelopment Plan" dated September 27, 2015, as revised October 5, 2015 (the "Redevelopment Plan"), (ii) designated the 4494 Lindell 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 "4494 Lindell 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 renovating the building within the Redevelopment Area for office use, 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 "conservation 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 "conservation 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 Lindell Developer, Inc., 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 Lindell Developer, Inc., 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 Lindell Developer, Inc. 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
4494 LINDELL TIF REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

Between

THE CITY OF ST. LOUIS, MISSOURI

And

LINDELL DEVELOPER, Inc.

Dated as of

_____, 2015

4494 LINDELL REDEVELOPMENT PROJECT

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into as of this _____ day of _____, 2015, by and between **THE CITY OF ST. LOUIS, MISSOURI** (the "*City*"), a city and political subdivision duly incorporated and existing under its charter and the Constitution and laws of the State of Missouri, and **LINDELL DEVELOPER, INC.** (the "*Developer*"), a corporation duly incorporated and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, (2000) (the "TIF Act"), and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. Developer submitted its redevelopment proposal dated August 10, 2015 (as may be amended from time to time, the "Redevelopment Proposal") to the TIF Commission for redevelopment of the Redevelopment Area.

C. The City published a notice on September 23, 2015 and September 30, 2015 in the St. Louis Daily Record, a newspaper of general circulation within the City, soliciting additional proposals for the redevelopment of the Redevelopment Area (as hereinafter defined), and made such requests for proposals available for potential developers of the Redevelopment Area.

D. On October 14, 2015, following a public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Redevelopment Plan titled "4494 Lindell TIF Redevelopment Plan" dated September 27, 2015, as revised October 5, 2015, (the "Redevelopment Plan"), the Redevelopment Project described in the Redevelopment Plan (the "Redevelopment Project") and the Redevelopment Area, and recommending that the Board of Aldermen: (1) adopt tax increment financing with respect to the Redevelopment Area by passage of an ordinance complying with the terms of Section 99.845 of the Act; and (2) adopt an ordinance in the form required by the Act (a) approving the Redevelopment Plan, (b) approving and designating the Redevelopment Area as a "redevelopment area" as provided in the Act, (c) approving the Redevelopment Project, and (d) creating the 4494 Lindell Special Allocation Fund.

E. On [_____], 2015, after due consideration of the TIF Commission's recommendations, the Mayor signed Ordinance No. [____], Board Bill No. [___], designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Fund.

F. On [_____], 2015 the Mayor signed Ordinance No. [_____], Board Bill No. [___], affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Project, designating the Developer as developer of the Redevelopment Area, and authorizing the City to enter into this Agreement with Developer.

G. On [_____] the Mayor signed Ordinance No. [_____], Board Bill No. [____] authorizing the issuance of TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Notes.

H. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with

the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinance Nos. [_____],[_____]and [_____] (Board Bill Nos. [_____],[_____] and [_____], respectively) the City is authorized to enter into this Agreement, to issue TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Notes.

AGREEMENT

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

ARTICLE I.
DEFINITIONS

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

"*Acquisition Costs*" means the consideration paid by Developer or its Related Entity to a third party to acquire fee simple interest in the Property.

"*Act*" or "*TIF Act*" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended as of the date of adoption of the Redevelopment Plan.

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

"*Approved Investors*" means (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of $50,000,000.

"*Approving Ordinance*" means Ordinance No. [_____], Board Bill No. [_____], designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund.

"*Authority*" means The Industrial Development Authority of The City of St. Louis, Missouri, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri.

"*Authorizing Ordinance*" means Ordinance No. [_____], Board Bill No. [_____], affirming approval and adoption of the Redevelopment Plan, Redevelopment Project, and designation of the Redevelopment Area, designating Developer as the developer of the Redevelopment Area, and authorizing the City to enter into a Redevelopment Agreement with Developer.

"*Available Revenues*" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTs Account, and (b) subject to annual appropriation, the EATs Account that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

"*Board of Aldermen*" means the Board of Aldermen of the City.

"*Bond Counsel*" means Armstrong Teasdale LLP, St. Louis, Missouri, and/or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"*Bond Proceeds*" means the gross cash proceeds from the sale of TIF Bonds before payment of Issuance Costs, together with any interest earned thereon.

"*Certificate of Commencement of Construction*" means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing

commencement of construction of the Redevelopment Project.

"*Certificate of Reimbursable Redevelopment Project Costs*" means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

"*Certificate of Substantial Completion*" means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and, upon the City's acceptance or deemed acceptance thereof, evidencing the Developer's satisfaction of all obligations and covenants to complete the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

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

"*Comptroller*" means the Comptroller of the City.

"*Construction Plans*" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

"*Developer*" means Lindell Developer, Inc., a corporation duly incorporated and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

"*Disclosure Counsel*" means Armstrong Teasdale LLP, St. Louis, Missouri, and/or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to offerings of municipal securities duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"*Economic Activity Taxes*" or "*EATs*" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

"*Governmental Approvals*" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project related to the Redevelopment Area and consistent with the Redevelopment Plan and this Agreement.

"*Issuance Costs*" means the amount set forth in **Section 2.2(v)** of this Agreement incurred by the City or Developer in furtherance of the issuance of TIF Notes plus all costs reasonably incurred by the City or Developer in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City's attorneys (including issuer's counsel, Disclosure Counsel, Bond Counsel and, in the City's discretion, Developer's counsel), the City's administrative fees and expenses (including fees and costs of its planning consultants and the SLDC, such fees and costs to include, but not be limited to, those described in **Section 2.2(iii)** of this Agreement), underwriters' discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

"*Mayor*" means the Mayor of the City.

"*MBE/WBE Compliance Officer*" means the SLDC Contract Compliance Manager Department of MBE/WBE Certification and Compliance.

"*MBE/WBE Subcontractor's List*" means the form of City of St. Louis MBE/WBE Subcontractor's List published by the Board of Public Service of the City, such form being attached hereto as **Exhibit G** and incorporated herein by this reference.

"*MBE/WBE Utilization Statement*" means the form of City of St. Louis MBE/WBE Utilization Statement prepared by the Board of Public Service of the City published by the Board of Public Service of the City, such form being attached hereto as **Exhibit H** and incorporated herein by this reference.

"*Maturity Date*" means [_____], 2038, which date is twenty three (23) years after the effective date of the Approving Ordinance.

"*Note Ordinance*" means Ordinance No. [_____], Board Bill No. [_____]adopted by the Board of Aldermen and

signed by the Mayor authorizing the TIF Note(s) and TIF Obligations, any trust indenture relating thereto, and all related proceedings.

"*Original Purchaser*" the Developer, a Related Entity, the Project Lender or a Qualified Institutional Buyer; provided, however, that any such Related Entity or Project Lender shall also qualify as an Approved Investor and shall be designated in writing by the Developer as the Original Purchaser.

"*Payments in Lieu of Taxes*" or "*PILOTs*" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"*Post-Completion Funding Source*" means each of the following sources:

(i) Tax Credits:

(a) the total value of the net proceeds actually received by Developer or a Related Entity from the sale of any transferable tax credits approved for the Redevelopment Project, based on the amounts approved by the tax credit issuing authority and the purchase prices for such credits set forth in any tax credit purchase agreement; if, pursuant to such purchase agreement, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by Section 4.3 is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate; if no tax credit purchase agreement has been executed, then the total value of such proceeds shall be calculated as 84% (or such other market value as may be agreed) of the amount approved by the tax credit issuing authority.

(b) the equity and/or loan proceeds available from investor members or partners in the Redevelopment Project who will be entitled to receive any non-transferable tax credits approved for the Redevelopment Project, per the ownership documentation for the Redevelopment Project property; if, pursuant to such ownership documentation, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by Section 4.3 is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate.

The Developer shall substantiate the amount of any tax credits approved for the Redevelopment Project and the proceeds or equity related thereto by providing to the City documentation from accountants, tax credit authorities and tax credit purchasers or investors.

(ii) Sales Proceeds:

all net sales proceeds actually derived from the sale of any portion of the Redevelopment Project, which net sales proceeds shall be documented by copies of the seller's closing statements for such sales.

(iii) TIF Financing: the maximum amount of TIF financing available to the Redevelopment Project, as such amount is set forth in Section 4.1 hereof; and

(iv) Value of Income-Producing Space:

if the Redevelopment Project includes any leased space or space intended for lease (such space being the "Income-Producing Space"), the value of such Income-Producing Space, which value shall be calculated by dividing the Stabilized Net Operating Income (as defined below) of such Income-Producing Space by a capitalization rate of nine and one-half percent (9.5%). In addition to the other materials required to be submitted by subparagraph 4.3 hereof, Developer shall submit a 10-year operating proforma, including income and expense projections, for all Income-Producing Space in the Redevelopment Project, together with copies of all leases, letters of intent, and operating expense documentation, if any, related to such Income-Producing Space.

"*Project Fund*" means the Project Fund created in the Note Ordinance.

"*Project Lender*" means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer or a Related Entity to be used for completion of the Redevelopment Project and has secured such loan with a mortgage or security interest in the Redevelopment Project.

"*Property*" means the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

"*Qualified Institutional Buyer*" means a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"*Redevelopment Area*" means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference.

"*Redevelopment Plan*" means the plan titled "4494 Lindell TIF Redevelopment Plan" dated September 27, 2015, as revised October 5, 2015, recommended for approval by the TIF Commission, as such plan may from time to time be amended in accordance with the TIF Act.

"*Redevelopment Project*" means the Redevelopment Project identified by the Redevelopment Plan, consisting of the renovation of the existing structures located in the Redevelopment Area for commercial use, as further set forth in the Redevelopment Plan.

"*Redevelopment Project Costs*" shall have the meaning ascribed to such term in Section 99.805(15) of the TIF Act.

"*Redevelopment Proposal*" means the document on file with the City and incorporated herein by reference, titled "4494 Lindell TIF Application," dated August 10, 2015 and submitted by the Developer to the City.

"Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs as described in **Exhibit B**, attached hereto and incorporated herein by reference, for which the Developer is eligible for reimbursement in accordance with this Agreement.

"*Related Entity*" means any party or entity related to the Developer by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended.

"*Relocation Plan*" means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

"*SLDC*" means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

"*Special Allocation Fund*" means the 4494 Lindell Special Allocation Fund, created by the Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts for the Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

"*Stabilized Net Operating Income*" shall be calculated as follows:

(a) For any portion of the Income-Producing Space which has actually been leased, the annualized rental income from such space, less annualized actual and/or reasonable operating expenses as determined by the SLDC and reviewed by the Comptroller utilizing GAAP principles (excluding debt service but including capital improvement or tenant improvement reserves);

PLUS

(b) For any portion of the Income-Producing Space which is available for lease but has not been leased, the result of the following equation:

(i) the amount of net leaseable square footage multiplied by the average annual rent per square foot of the Income-Producing Space which has been actually leased, taking into account the size, location and amenities associated with such space not yet leased as compared to the space leased (provided, that if no such space has been actually leased, the lease rate(s) used shall be the lease rate(s) specified by the Developer in the Cost-Benefit Analysis submitted in conjunction with the Redevelopment Plan, as amended);

LESS

(ii) the amount of net leaseable square footage multiplied by the average annualized actual and/or reasonable operating expenses as determined by the SLDC and reviewed by the Comptroller (excluding debt service) per square foot of the Income-Producing Space .

The City shall incorporate a 7% vacancy rate or the actual vacancy rate, whichever is higher, for all Income-Producing Space.

"*TIF Bonds*" means tax increment revenue bonds, if any, authorized and issued by the Authority in accordance with the TIF Act and this Agreement.

"*TIF Commission*" means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

"*TIF Notes*" means one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance to evidence the City's limited obligation to repay Reimbursable Redevelopment Project Costs incurred by the Developer on behalf of the City in accordance with the TIF Act and this Agreement.

"*TIF Obligations*" means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City or the Authority, as the case may be, pursuant to the TIF Act and in accordance with this Agreement.

"*TIF Revenues*" means: (1) PILOTs and (2) subject to annual appropriation by the City, fifty percent (50%) of EATs.

"*Trustee*" means the trustee or fiscal agent for any issue of TIF Obligations.

"*Verified Total Project Costs*" means the sum total of all reasonable or necessary costs incurred, and any such costs incidental to the Redevelopment Project or the Work, including, but not limited to, all Acquisition Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs, as limited by the provisions of Section 4.3 hereof.

"*Work*" means all work necessary to prepare the Redevelopment Area and to complete or cause the completion of the Redevelopment Project described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, including but not limited to: (1) property acquisition; (2) site preparation and environmental remediation; (3) reconstruction, renovation or demolition of existing structures and construction of new improvements within the Redevelopment Area; (4) construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities; (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; and (6) and all other work described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II.
ACCEPTANCE OF PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer to perform or cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern.

2.2 Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer's right to abandon the Redevelopment Project and to terminate this Agreement as set forth in **Section 7.1** of this Agreement. Additionally, and not by way of limitation:

(i) the City acknowledges payment by the Developer of a Five Thousand Dollar and no/100 ($5,000.00) TIF Application Fee;

(ii) the City acknowledges that, prior to the execution of this Agreement, the Developer paid the sum of Four Thousand Five Hundred Dollars and no/100 ($4,500.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies have been paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iii) the Developer shall, simultaneously with the execution of this Agreement, pay the sum of Four Thousand Five Hundred Dollars and no/100 ($4,500.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies shall be paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal. Also, concurrently with the date of execution of this Agreement, the Developer shall pay the sum of Twenty-one Thousand and No/100 Dollars ($21,000.00) (which sum represents 1.4% of the maximum amount of TIF Notes (not including Issuance Costs) allowed to be issued by the City

pursuant to **Section 4.1**) to SLDC, which monies shall be escrowed by SLDC and used to reimburse costs related to contract compliance pursuant to the Mayor's Executive Orders #28 and #47 and workforce monitoring as mandated by Ordinance No. 69427, which codified Executive Order #46, provided that such $21,000 shall be included within Issuance Costs for the purposes of this Agreement;

(iv) the Developer shall pay to the Comptroller and SLDC an additional amount to reimburse the Comptroller, the Mayor's office and SLDC for their actual legal expenses and any financial advisor incurred in connection with the review of the Redevelopment Proposal, the review and adoption of the Redevelopment Plan and the negotiation, execution and implementation of the Redevelopment Agreement, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Redevelopment Agreement shall be paid concurrent with the execution of the Redevelopment Agreement, and (ii) all such costs incurred after the date of execution of the Redevelopment Agreement and prior to the date upon which the City receives from Developer a Certificate of Reimbursable Redevelopment Project Costs shall be paid concurrently with the initial issuance of the TIF Notes; and

(v) the Developer shall, concurrently with the issuance of any TIF Notes, pay to the City a flat fee to be reasonably determined by the Comptroller in her sole discretion at the time of issuance to pay for the City's Issuance Costs of such TIF Notes.

Any amounts advanced to the City pursuant to this Section shall represent Reimbursable Redevelopment Project Costs to be reimbursed exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

ARTICLE III.
CONSTRUCTION OF REDEVELOPMENT PROJECT

3.1 Acquisition of Property. Developer represents that, as of the date of this Agreement, Developer or a Related Entity is the owner or owner under contract of the Property. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of the Developer, an affiliate of Developer or a Related Entity and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition.

3.2 Condemnation. As of the date of this Agreement, it is not anticipated that the exercise of the power of eminent domain will be necessary to acquire any portion of the Property in the Redevelopment Area.

3.3 Relocation. The Developer shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City) that is entitled to relocation payments or relocation assistance under the Relocation Plan. The City shall, at the Developer's sole cost and expense, subject to reimbursement as a Reimbursable Redevelopment Project Cost in accordance with **Article IV** of this Agreement, coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan.

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the construction of the Work within three hundred two hundred seventy (270) days of the date of this Agreement, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause the Work to be substantially complete (as evidenced by the City's acceptance or deemed acceptance of the Certificate of Substantial Completion) not later than July 31, 2018, absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5** of this Agreement, Developer shall be granted additional time to complete the Work, but under no circumstance shall such time to complete the Work extend beyond July 31, 2019.

The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its direct contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its direct contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work, the Developer agrees to take all actions necessary to apply or to cause its contractors to apply for the wage and hour determinations and otherwise comply with such laws.

3.5 Governmental Approvals. The City and, at its direction, the SLDC agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

3.6 Construction Plans; Changes. The Construction Plans shall be prepared by a professional engineer or architect

licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, subject to the provisions of **Section 3.4**, including but not limited to, dates of commencement and completion (subject to the time limitations set forth in this Agreement), modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability or eligibility for State and/or Federal historic tax credits of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to Developer making any material changes, the Developer shall obtain the advance written consent of the SLDC, which consent shall not be unreasonably withheld or delayed. For purposes of this **Section 3.6**, "material changes" shall mean any change that would reduce the final total square footage of commercial space by more than ten percent (10%) of the estimates set forth in that certain *Cost-Benefit Analysis Submitted in Conjunction with the 4494 Lindell TIF Redevelopment Plan dated as of September 28, 2015, revised October 5, 2015* (as may be amended) and placed on file with the SLDC.

3.7 Certificate of Commencement of Construction. The Developer shall furnish to the SLDC, with a copy to the Comptroller, a Certificate of Commencement of Construction, which certificate shall be submitted for the Redevelopment Project in accordance with the schedule set forth in **Section 3.4** of this Agreement and in the form of **Exhibit C** attached hereto and incorporated herein by reference. The Certificate of Commencement of Construction shall be deemed accepted by the SLDC upon receipt of the same.

3.8 Certificate of Substantial Completion. Promptly after substantial completion of the Work, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion. The Mayor or his designee and the SLDC shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as they deem necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, within thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or SLDC furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or SLDC, within thirty (30) days following delivery of the Certificate of Substantial Completion provides the Developer with specific written objections to the status of the Work, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the Mayor or his designee or the SLDC in accordance with this Section and the thirty (30) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee and the SLDC for the Redevelopment Project, or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee and the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all the Work and complete the Redevelopment Project. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein.

ARTICLE IV.
REIMBURSEMENT OF DEVELOPER COSTS

4.1 City's Obligation to Reimburse Developer. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to reimburse Developer for verified Reimbursable Redevelopment Project Costs in a total amount not to exceed **One Million Five Hundred Thousand Dollars ($1,500,000) plus Issuance Costs** to be allocated to the Redevelopment Project.

Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Notes to Developer to evidence the City's obligation to reimburse Developer for verified Reimbursable Redevelopment Project Costs in an amount not to exceed **One Million Five Hundred Dollars ($1,500,000), plus Issuance Costs** and interest as provided in **Section 5.2** of this Agreement, subject to the limitations of **Article IV** of this Agreement.

4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Notes or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805 of the TIF Act. The Developer shall provide to the City and the SLDC (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within thirty (30) days of the City's and SLDC's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City and SLDC shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached

hereto and incorporated herein by this reference, shall constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth in **Exhibit B** up to the maximum aggregate amount established in **Section 4.1** of this Agreement; provided, that the Developer shall be obligated to advance to the City the full amounts identified in **Section 2.2, clauses (i)-(v)**, of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805 of the TIF Act, the City or the SLDC shall so notify the Developer in writing within the thirty (30) day period referenced in this **Section 4.2**, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment and the thirty (30) day period shall begin anew. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

4.3 Cost Savings and Excess Profits. Within one hundred eighty (180) days after the submission of the Certificate of Substantial Completion by Developer in accordance with **Section 3.8** of this Agreement, Developer also shall furnish to the City and the SLDC for review and approval, (a) a statement of Verified Total Project Costs, with evidence of billings and payments for each expenditure, including itemized invoices, receipts, and pay applications or other evidence of payment as appropriate for the type of cost; and (b) a statement of each and every Post Completion Funding Source for the Redevelopment Project.

Developer shall not include developer fees, project management fees or consultant fees for any service typically performed by the Developer in the Verified Total Project Costs. With respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed the amount set forth in the Redevelopment Plan for such services, or, if the cost for such service is not explicitly set forth in the Redevelopment Plan as an individual line item, an amount determined by the City as acceptable. Moreover, if any of the owners, officers, principals or members of the construction contractor for the Redevelopment Project are the same as any owner, officer, principal or member of Developer or general partner in the owner of the development, amounts allowed for aggregate contractor fees shall not exceed eighteen percent (18%) of construction costs as provided for in the Missouri Housing Development Commission's 2005 Qualified Allocation Plan for the Low Income Housing Tax Credit Program, and Developer shall include documentation, including detailed invoices and receipts for payment, for each and every item of costs traceable to third parties with no relationship to Developer, in addition to summary pay applications submitted to Developer by the construction contractor. The City shall determine whether particular costs are general requirements and includable in the contractor's fee allowance or are construction costs to which the aggregate contractor's fee allowance shall be applied, using the Cost Certification Guide promulgated by the Missouri Housing Development Commission as a guide for such determinations. The City and SLDC shall complete their review of the statements and other documentation provided by the Developer pursuant to this Section and either the City or SLDC shall notify Developer if such documentation is acceptable and complete within thirty (30) days of receipt by the City and SLDC. Should the City or SLDC notify Developer that the documentation submitted by the Developer is not acceptable or is not complete, the City shall specify which items of documentation are missing or unacceptable and the manner in which Developer may remedy such deficiencies, and Developer may make supplemental submissions to address such deficiencies, provided, however, that such supplemental submissions shall not include any materials with respect to costs incurred or other events that have taken place subsequent to the date the original submission was made. If requested by the City or SLDC, Developer shall also submit an affidavit as to the accuracy of the statements as to the costs, the relationship of any payee to the Developer, the accuracy of the statements as to the amounts and types of tax credits received or other funding sources received, and the veracity of any other aspect of the statements of Verified Total Project Costs or Post-Completion Funding Sources. The City and SLDC shall review any supplemental materials provided by the Developer within thirty (30) days of receipt and shall notify Developer if such documentation is acceptable and complete within thirty (30) days of receipt by the City and SLDC. Developer shall respond to any notification by the City or SLDC pursuant to this section within thirty (30) days of receipt of such notification. Once the City or SLDC has issued any such notification, the City and SLDC shall not be required to make the calculations specified in the following paragraph until the City and SLDC have received all documentation deemed necessary by the City and SLDC in order to make such calculations, provided, however, that if Developer fails to respond to any notification within such thirty (30) day period, the City and SLDC shall have the right to finalize the calculations specified in the following paragraph based on the information and documentation then available to the City and SLDC and the Developer shall accept the results of such finalized calculations for purposes of the discharge of TIF notes as specified in the following paragraph. Either the City or the Developer may waive or extend the time periods for notification and response set forth herein.

To the extent that, in the City's determination, the sum of Post Completion Funding Sources as identified by the City exceeds the sum of: (x) Verified Total Project Costs, plus (y) four percent (4%) of the Acquisition Costs, plus (z) fifteen percent (15%) of all Verified Total Project Costs other than Acquisition Costs, then Developer hereby agrees that the maximum amount of Reimbursable Redevelopment Project Costs for which the Developer shall be reimbursed by the City as provided for in Section 4.1 of this Agreement and the maximum amount of any TIF Notes which shall be issued by the City in accordance with Section 5.2 of this Agreement shall be reduced by an amount in the aggregate equal to seventy-five percent (75%) of the total amount of such excess, as calculated by the City in accordance herewith. Developer agrees that the City may discharge any TIF Notes already issued

at the time of such calculation in an amount in the aggregate equal to seventy-five percent (75%) of the total excess.

4.4 City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from Bond Proceeds, if any, and from no other source. The City has not pledged its full faith and credit relative to the City's obligation to issue (or cause the Authority to issue) the TIF Obligations or to pay any Reimbursable Redevelopment Project Costs. The TIF Obligations shall be special, limited obligations of the City, and shall not constitute debt to the City within any constitutional or statutory meaning of the word "debt."

ARTICLE V.
TIF OBLIGATIONS

5.1 Conditions Precedent to the Issuance of TIF Notes. No TIF Notes shall be issued until such time as the City has (i) accepted or been deemed to have accepted a Certificate of Substantial Completion in accordance with the procedures set forth in **Section 3.8** of this Agreement; (ii) approved a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, in accordance with the procedures set forth in **Section 4.2** of this Agreement; (iii) obtained an opinion of Bond Counsel regarding the taxable nature of the TIF Notes; (iv) received the full payment of all advances required to be paid under **Section 2.2** of this Agreement; (v) received such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this **Section 5.1; (vi)** the completion of the calculation contemplated in **Section 4.3** of this Agreement; (vii) determination of the final size of the TIF Notes; and (vii) confirmation from the Comptroller that the Developer and its Related Entities have no delinquent real estate taxes owed to the City.

5.2 Issuance of TIF Notes. The City agrees to issue one or more TIF Notes as provided in this Agreement and the Note Ordinance to reimburse the Developer for Reimbursable Redevelopment Project Costs up to the maximum amount established in **Section 4.1** of this Agreement, subject to the limitations of Article IV of this Agreement. The TIF Notes shall be in the form attached to the Note Ordinance as **Exhibit B**, provided that if the Note Ordinance is repealed or otherwise amended to amend such form of TIF Note, or if the Note Ordinance becomes ineffective for any reason, such appeal, amendment or ineffectiveness shall not affect or in any way amend the form of TIF Note for the purposes of this Agreement.

5.2.1. Terms. Each TIF Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) business days and not more than sixty (60) business days prior to the scheduled closing date for issuance of the TIF Notes (the "Pricing Date") based on the municipal yield curve for general obligation bonds (the "MMD") compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Pricing Date for general obligation bonds rated "AAA" that mature in the same year as the TIF Notes, (i) plus four percent (4%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the "Taxable Rate"), or (ii) plus two percent (2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the "Tax Exempt Rate"); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date.

5.2.2. Procedures for Issuance of TIF Notes. Within a reasonable period of time not to exceed ninety (90) days of Developer's satisfaction of the conditions of **Section 5.1** of this Agreement the City shall issue a TIF Note to an Original Purchaser evidencing reimbursement of Reimbursable Redevelopment Project Costs. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of a TIF Note as provided in this **Section 5.2.2**, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

5.2.3. Special Mandatory Redemption of TIF Notes. All TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each May 1 and November 1 (each, a "Payment Date") occurring after the issuance of the TIF Notes at a redemption price equal to 100% of the principal amount being redeemed (provided, that, upon the Maturity Date, all amounts remaining in the Special Allocation Fund, to the extent of the total amount outstanding under the TIF Notes shall be available for redemption), together with the accrued interest thereon to the date fixed for redemption.

5.3 Issuance of TIF Bonds.

5.3.1. The City may, in its sole and absolute discretion, issue or cause to be issued, TIF Bonds at any time in an amount sufficient to (at the City's option) fund Reimbursable Redevelopment Project Costs or refund all or a portion of the outstanding TIF Notes.

5.3.2. Upon receipt of a written request by Developer and upon the recommendation of one or more underwriters selected by the Comptroller in favor of issuing TIF Bonds and recommendation of the principal amount thereof based on the criteria set forth below, the City shall use its best efforts to cause the Authority to issue TIF Bonds as described in this Section. The aggregate gross cash proceeds from the sale of the TIF Bonds before payment of Issuance Costs, together with any interest accrued thereon ("Bond Proceeds") of such TIF Bonds will be finally determined by the City after receiving the underwriter's recommendation based on the criteria set forth below. The City shall not be obligated to cause the Authority to issue such TIF Bonds unless the underwriter determines that all of the following criteria are satisfied as of the date of issuance of such bonds, unless such criteria are waived by the City's underwriter. Developer shall not have any liability for any costs associated with the issuance of TIF Bonds but shall bear its own costs and expenses, including any attorneys' fees and expenses, that Developer may incur in complying with this Section. Notwithstanding anything in this Section to the contrary, Developer shall be liable for all costs incurred by the City or the Authority in the event the Developer has requested the issuance of bonds and the underwriter has determined that such bonds cannot be issued at such time.

5.3.2.1. Criteria for Issuance. The underwriter's recommendation for issuance of TIF Bonds and the principal amount thereof shall be based on the following criteria:

(i) Review of projections of TIF Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available TIF Revenues were to be applied to the immediate repayment of the TIF Bonds, the TIF Bonds would reasonably be anticipated to be retired within twenty-three (23) years from the effective date of the Approving Ordinance, and (B) based on a maturity date twenty-three (23) years from the effective date of the Approving Ordinance, the TIF Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the Comptroller and the underwriter;

(ii) Developer's documentation of stabilization of the Redevelopment Project as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for the Redevelopment Project in connection with the issuance of the TIF Bonds;

(iii) The aggregate net projected debt service on the TIF Bonds (taking into account the principal portion of the TIF Bonds that are issued to establish a reserve fund and to pay Issuance Costs, and including any reserve fund earnings) will be lower than the net average annual debt service on any outstanding TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the TIF Notes in an amount necessary to make the aggregate net projected debt service on the TIF Bonds lower then the net average annual debt service on any outstanding TIF Notes; and

(iv) The TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the TIF Notes to be redeemed.

5.4 Application of TIF Bond Proceeds. Proceeds of any TIF Bonds shall be applied:

5.4.1. To the payment of Issuance Costs with respect the TIF Bonds;

5.4.2. To the payment of outstanding principal of and interest on any TIF Notes to be refunded;

5.4.3. To the payment of capitalized interest on the TIF Bonds; and

5.4.4. To the establishment of a debt service reserve fund for the TIF Bonds in a reasonable amount of the principal amount of TIF Bonds to be issued, as to be determined by the underwriter and approved by the Comptroller.

5.5 Cooperation in the Issuance of TIF Obligations. Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, its Disclosure Counsel, the Authority, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including disclosure of tenants of the Redevelopment Area and the non-financial terms of the leases between Developer and such tenants. Developer will not be required to disclose to the general public or any investor any proprietary or confidential information, including financial information, pertaining to Developer, but upon the execution of a confidentiality agreement acceptable to Developer, Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Developer shall make such compliance obligation a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement, provided, that Developer shall satisfy this and any other obligation under this Agreement to make any provision a covenant running with the land by recording this Agreement or a memorandum thereof in the Office of the Recorder of Deeds of the City of St. Louis.

5.6 Subordinate Notes.

TIF Notes may be issued in two or more series or subseries, with one series subordinate to TIF Notes of the other series issued hereunder (the "Subordinate Notes"), such that no payment of principal or interest on any such Subordinate Notes may be made while any TIF Notes are outstanding. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.2** and **6.3** of this Agreement.

If the amount of TIF Bonds issued pursuant to this Agreement is insufficient to refund all of the outstanding TIF Notes, the TIF Notes remaining outstanding shall be redeemed by the issuance of Subordinate Notes. Each Subordinate Note shall have the same maturity and have the same outstanding principal amount and the same interest rate as the TIF Note it redeems. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.3.2.1** and **6.3** of this Agreement.

5.7 City to Select Underwriter and Financial Advisor; Term and Interest Rate. The Comptroller shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter and the City deem necessary for the issuance of the TIF Bonds) and underwriter's counsel. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the TIF Act. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

ARTICLE VI.
SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

6.1 Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a "PILOTs Account," an "EATs Account," and such further accounts or sub-accounts as are required by this Agreement or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account and all Economic Activity Taxes into the EATs Account.

6.2 Certification of Base for PILOTs and EATs.

6.2.1. Upon the reasonable written request of the City, Developer shall use its best efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within the Redevelopment Area; and (ii) information related to payment of utility taxes by any businesses, owners or other occupants of the Redevelopment Area in the calendar year ending December 31, 2014.

6.2.2. Within ninety (90) days after execution of the Redevelopment Agreement, the City shall provide to the Developer (i) a certificate of the City Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area based upon the most recently ascertained equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2014, but excluding those 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, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

6.3 Application of Available Revenues.

The City hereby agrees for the term of this Agreement to apply the Available Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of TIF Obligations issued under Article V of this Agreement as provided in the Note Ordinance and this Agreement.

Upon the payment in full of the principal of and interest on all TIF Obligations (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the SLDC, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

If monies available in Special Allocation Fund are insufficient to reimburse the City or the Developer as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next Payment Date, with interest thereon.

The City agrees that it will comply with the Charter of The City of St. Louis, Article XVI, Section 3 for each fiscal year that TIF Obligations are outstanding and the City will request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Obligations.

6.4 Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. Notwithstanding the foregoing, the Developer acknowledges that there is currently no mechanism that allows the City to accurately calculate the amount of utility tax revenues to be included in the TIF Revenues and deposited in the Special Allocation Fund. Accordingly, the Developer hereby waives any claim to utility tax revenues and hereby agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund; provided, however, nothing in this Agreement shall prohibit the City from, in its sole discretion, depositing utility tax revenues into the Special Allocation Fund if a mechanism to accurately calculate the appropriate amount of such a deposit is developed.

6.5 Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.4** of this Agreement. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6 Notice to City of Transfer. The Developer agrees to notify the City in writing of any sale, transfer or other disposition of the Property or any interest therein as permitted by **Section 7.3.2** of this Agreement at least fifteen (15) days following such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, Developer shall not be required to notify the City of the lease or transfer of a residential unit, commercial unit or parking space in the ordinary course of business.

ARTICLE VII.
GENERAL PROVISIONS

7.1 Developer's Right of Termination. At any time prior to the issuance of any TIF Note, the Developer may, by giving written notice to the City, abandon the Redevelopment Project and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

7.2 City's Right of Termination. The City may terminate this Agreement if (i) the Developer fails to submit to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and its MBE/WBE Utilization Statement at least thirty (30) days prior to commencement of construction of the Redevelopment Project; provided, however, that termination under this Section 7.2(i) may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (ii) the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with **Section 3.8** of this Agreement and the schedule set forth in **Section 3.4** of this Agreement. Upon such termination, the City shall have no obligation to issue a TIF Note

or to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer.

7.3 Successors and Assigns.

7.3.1. Binding Effect. 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.

7.3.2. Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided, however, that until substantial completion of the Redevelopment Project, the fee title to the Property shall not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement to obtain the benefits of a tax credit investment or to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of Developer to transfer the Property or to assign all or any portion of Developer's rights, duties and obligations under this Agreement to any Related Entity; and (c) the right of the Developer to sell, lease or transfer a residential unit, commercial unit or parking space in the ordinary course of business; provided that in each such event (i) the Developer named herein shall remain liable hereunder for the substantial completion of the Redevelopment Project, subject, however, to Developer's right of termination pursuant to **Section 7.1** of this Agreement, and shall be released from such liability hereunder only upon substantial completion of the Redevelopment Project and (ii) the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer other than of the sale or lease of a residential unit, commercial unit or parking space in the ordinary course of business or the transfer of any rights hereunder or in the Property to a Related Entity, which shall require no notice.

7.3.3. Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the effective date of the Approving Ordinance. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.4 Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional thirty (30) day period, 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 to compel specific performance by the defaulting or breaching party.

7.5 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended

for the duration of any event of any delay caused by force majeure (except as expressly limited in **Section 3.4**), including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project or the TIF Obligations or this Agreement; provided that (i) such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.6 Notices. All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by telecopy, fax or United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

In the case of the Developer, to:

Lindell Developer, Inc.
c/o The Koman Group
900 Spruce Street, Suite 450
St. Louis, MO 63102
Attention: Garrick R. Hamilton, General Counsel
Facsimile: (314) 787-1986

With a copy to:

Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: Jonathan W. Giokas
Facsimile: (314) 480-1505

In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Otis Williams, St. Louis Development Corp.
Facsimile: 314-622-3440

And

City of St. Louis
Office of the Comptroller
City Hall
1200 Market Street, Room 311
St. Louis, Missouri 63103
Attention: Beverly Fitzsimmons
Facsimile: 314-588-0550

With a copy to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63102
Attention: Rebecca Wright, Assistant City Counselor
Facsimile: 314-622-4956

And

Armstrong Teasdale LLP
7700 Forsyth Blvd., Suite 1800
St. Louis, Missouri 63105
Attention: Thomas J. Ray
Facsimile: 314-621-5065
In the case of the SLDC, to:

SLDC

1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attention: Dale Ruthsatz
Facsimile: 314-657-3971

And

Gilmore & Bell, P.C.
Metropolitan Square
211 N. Broadway, Suite 2350
St. Louis, MO 63102
Attention: Mark Grimm
Facsimile: 314-436-1166

7.7 Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.8 Damage or Destruction of Redevelopment Project. In the event of total destruction or damage to the Redevelopment Project by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding and the Developer or a Related Entity owns the Property, the Developer shall determine and advise the City in writing (which writing may consist of an application for a building permit) within one year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that the Redevelopment Project will be completed or rebuilt in accordance with the Redevelopment Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair, all unaccrued liability of the City for any payments of principal of or interest on the TIF Notes shall immediately terminate and the Developer shall promptly surrender the TIF Notes to the City for cancellation. In the event of such total destruction or damage during the term of this Agreement and after any TIF Bonds are issued or the issuance of a TIF Note to a purchaser other than the Developer or a Related Entity, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of the insurance proceeds, if any, to which Developer is entitled, after satisfaction of any terms or obligations of any deed of trust, promissory note or financing agreement entered into by the Developer for the financing of all or any part of the Redevelopment Project and payment of all costs to clear and secure the Redevelopment Area and satisfy any obligations related to the recapture of historic tax credits, from any fire or casualty insurance policy in an amount up to the outstanding principal amount of the TIF Bonds or TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.9 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to

the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

7.10 Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the internal laws of State of Missouri without reference to its conflict of laws principles for all purposes and intents.

7.11 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 agents of the parties.

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

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

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

7.15 Attorney's Fees. In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party pursuant to **Section 7.4**, the prevailing party shall recover from the non-prevailing party the prevailing party's reasonable attorney's fees, in addition to any other damages to which it is entitled.

7.16 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise to which the Developer would agree, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV of this Agreement.

7.17 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

7.17.1. The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

7.17.2 The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

7.17.3. The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

7.17.4. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

7.17.5. No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Notes which may become due to any party under the terms of this Agreement.

7.17.6. The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City or its governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City following termination of this Agreement as to the Redevelopment Project or any particular portion thereof.

7.18 Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, clauses (iii)-(v), Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.19 7.20 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

7.19 Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon substantial completion of the Redevelopment Project and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of force majeure as provided in **Section 7.5** of this Agreement), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

7.20 Non-Discrimination. The Developer agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control within the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

7.21 Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference. By

execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference.

7.22 MBE/WBE Compliance

The Developer shall comply with the Mayor's Executive Order #28 and Ordinance No. 69427, which codified Executive Order #46, each as amended as of the date of this Agreement, during the design and construction of the Redevelopment Project and with respect to ongoing services provided by third parties to the Developer in connection with the Redevelopment Project.

ARTICLE VIII.
REPRESENTATIONS OF THE PARTIES

8.1 Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Notes, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

8.2 Representations of the Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

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

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

"CITY"

THE CITY OF ST. LOUIS, MISSOURI

By:_____
Francis G. Slay, Mayor

By:_____
Darlene Green, Comptroller

(SEAL)

Attest:

_____
Parrie May, City Register

Approved as to Form:

_____
_____, City Counselor

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

"DEVELOPER"

LINDELL DEVELOPER, INC., a Missouri corporation

By:_____
Name:_____
Title:_____

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

On this _____ day of _____, 20__, 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

My Commission Expires:

_____

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

On this _____ day of _____, 20__, 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

My Commission Expires:

_____

STATE OF _____)
) SS.
_____ OF _____)

On this ____ day of _____, 2015, before me appeared _____ to me personally known, who, being by me duly sworn, did say that __ is the _____ of LINDELL DEVELOPER, INC., a Missouri corporation, and that he is authorized to sign the instrument on behalf of said corporation by authority of its board of directors, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A
Legal Description of the Redevelopment Area

A lot in Block 45 of Peter Lindell's Seconds Addition and in Block 3900 of the City of St. Louis, Missouri, fronting 70 feet on the South line of Lindell Boulevard by a depth Southwardly of 213 feet 2-1/4 inches to an alley; bounded West by a line 100 feet East of an parallel with the East line of Taylor Avenue, or by property now or formerly of Barbara Lucich and East by property now or formerly of Eugenie Berthold.

And

A Lot in Block 3900 of the City of St. Louis, Missouri, beginning at the intersection of the East line of Taylor Avenue and the South line of Lindell Boulevard; thence Eastwardly along the South line of Lindell Boulevard 100 feet to a point; thence Southwardly 213 feet 2-1/4 inches to an alley 20 feet wide, thence Westwardly along said alley 100 feet to the East line of Taylor Avenue, thence Northwardly along the East line of Taylor Avenue 213 feet 2-1/4 inches to the South line of Lindell Boulevard and the point of beginning.

EXHIBIT B
TIF Reimbursable Redevelopment Project Costs

	CATEGORY
(a)	Acquisition Costs (as defined in Section 1.1 of this Agreement).
(b)	Demolition Costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
(c)	Site Preparation and Public Improvements Costs (includes, but is not limited to, street and sidewalk improvements, parking facilities, utility work and resetting of curbs and landscaping and lighting in the right of way areas).
(d)	Rehabilitation, renovation, or reconstruction of any existing structures or construction of new improvements.
(e)	Financing Costs (includes, but is not limited to, loan fees, disbursing fees, lender's legal fees, loan appraisals, flood certificates, tax credit investor fees and any and all other costs incurred in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
(f)	Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
(g)	Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, sales commissions or special services).
(h)	TIF Costs & Issuance Costs incurred by the Developer pursuant to **Section 2.2(i) – 2.2.(v)** of this Agreement.

[1] Subject to the limitations set forth in **Section 4.2** of this Agreement, provided that such costs shall not exceed the aggregate amount of $1,500,000 plus Issuance Costs as provided in the Agreement.

EXHIBIT C

Form of Certificate of Commencement of Construction

DELIVERED BY

LINDELL DEVELOPER, INC.

The undersigned, LINDELL DEVELOPER, INC. (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 201_, between the City of St. Louis, Missouri (the "City") and Developer (the "Agreement") hereby certifies to the City as follows:

1. All Property necessary for the Redevelopment Project (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer or a Related Entity in

accordance with the Agreement.

2. Developer has entered into an agreement with a contractor or contractors to complete the Redevelopment Project.

3. Developer has submitted to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and MBE/WBE Utilization Statement, which are attached hereto as Appendix B.

4. Developer has obtained all necessary financing to complete the Redevelopment Project.

5. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer's satisfaction of all obligations and covenants with respect to commencement of construction of the Redevelopment Project.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

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

LINDELL DEVELOPER, INC.

By:_____
Name:_____
Title:_____

EXHIBIT D
Form of Certificate of
Reimbursable Redevelopment Project Costs

TO:
City of St. Louis
Office of Comptroller
1200 Market Street, Room 311
St. Louis, Missouri 63103
Attention: Beverly Fitzsimmons

Re: City of St. Louis, Missouri, 4494 Lindell Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 201_ (the "Agreement"), between the City and Lindell Developer, Inc., a Missouri corporation (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been have been paid by the Developer and are reimbursable under the Note Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect or Developer has submitted its Certificate of Substantial Completion with respect to such Work.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike

manner and in accordance with the Redevelopment Plan and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The costs to be reimbursed under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:

Yes:_____ No: _____

9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this _____ day of _____, _____.

LINDELL DEVELOPER, INC., a Missouri corporation

By:_____
Name:_____
Title:_____

Approved for payment this ____ day of _____, 20__.

SLDC

By:_____
Name:_____
Title:_____

THE CITY OF ST. LOUIS, MISSOURI

By:_____
Name:_____
Title:_____

Schedule 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee: Amount: Description of Reimbursable Redevelopment Project Costs:

EXHIBIT E
Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Lindell Developer, Inc., a Missouri corporation (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2015, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction of the Redevelopment Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.

3. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).

4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and incorporated herein by reference, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.

5. Mechanics lien waivers for applicable portions of the Work in excess of Five Thousand Dollars ($5,000) have been obtained.

6. This Certificate of Substantial Completion is being issued by the Developer to the SLDC and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the Redevelopment Project.

7. The acceptance (below) or the failure of the SLDC and the Mayor or his designee to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the SLDC and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

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

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

LINDELL DEVELOPER, INC.

By:_____
Name:_____
Title:_____

ACCEPTED:

SLDC

By:_____
Name:_____
Title:_____

THE CITY OF ST. LOUIS, MISSOURI

By:_____
Name:_____
Title:_____

(Insert Notary Form(s) and Legal Description)

EXHIBIT F
Equal Opportunity and Nondiscrimination Guidelines

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

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors 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 of the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall make good faith efforts to observe Executive Order #28 and #47, and shall comply with Ordinance No. 69427, which codified Executive Order #46.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

EXHIBIT G
MBE/WBE Subcontractors List

On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.

FIRM NAME	MBE or WBE	BID ITEM(S) OF WORK TO BE PERFORMED	SUBCONTRACT OR SUPPLY CONTRACT AMOUNT

EXHIBIT H
MBE/WBE Utilization Statement

Policy: It is the policy of the City of St. Louis that minority and women-owned businesses, as defined in the Mayor's Executive Order of July 24, 1997, as amended, shall have an opportunity to participate in the performance of contracts utilizing City funds, in whole or in part. Consequently, the requirements of the aforementioned Executive Order apply to this contract.

Project and Bid Identification:

Contracting Agency: _____
Project Name:_____
Letting Number:_____Date:_____
Contract MBE/WBE Goal: 25% MBE and 5%WBE Participation
Total Dollar Amount of Prime Contract: $_____
Total Dollar Amount of Proposed MBE: $_____Percent MBE_____
Total Dollar Amount of Proposed WBE: $_____Percent WBE_____

Obligation: The undersigned certifies that (s)he has read, understands and agrees to be bound by the bid specifications, including

the accompanying exhibits and other items and conditions of the request for proposals regarding minority and women business enterprise utilization. The undersigned further certifies that (s)he is legally authorized by the respondent to make the statements and representations in the M/WBE Forms and Exhibits and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreements with the minority/women business enterprises listed in the Subcontractor List, which are deemed by the City to be legitimate and responsible. The undersigned understands that if any of the statements and representations are made by the respondent knowing them to be false, or if there is a failure of the successful respondent to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the City, then in any such events, the contractor's act or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the City to terminate the contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the City may have for other defaults under the contract. Additionally, the contractor may be subject to the penalties cited in Section Twelve of the Mayor's Executive Order #28, as amended.

Assurance: I, acting as an officer of the undersigned bidder or joint venture bidders, hereby assure the City that on this project my company will (check one):

_____ Meet or exceed contract award goals and provide participation as shown above.
_____ Fail to meet contract award goals but will demonstrate that good faith efforts were made to meet the goals and my company will provide participation as shown above.

Name of Prime Contractor(s): _____
_____

Prime Contractor Authorized Signature
Title:_____
Date:_____

EXHIBIT I
TIF Reporting Forms

Tax Increment Financing (TIF) District:
Quarterly Information*

For Period: _____

Business Name: _____

Address:** _____

_____

Contact Person: _____

Phone Number: _____

Federal I.D. Number: _____ State I.D. Number: _____

Sales Tax Site Number: _____

Earnings Tax withholding:
(Form W-10) _____

Earnings tax:
(Business Return Form 234 - Annual) _____

Payroll tax:
(Form P-10) _____

Please forward the above information to:

City of St. Louis, Comptroller's Office
Tax Increment Financing
1520 Market Street, Room 3005
St. Louis, Missouri 63103

I, _____, in my capacity as _____, hereby certify that I am authorized by _____ to release such confidential tax records referenced herein and that such records are true and correct to my knowledge.

_____
Signature

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

** Information is required for this specific location only. Do not combine with any other location.

Tax Increment Financing (TIF)
Business Addition/Deletion Form

TIF District: _____

Business Addition

Name: _____

Address: _____

_____

Federal I.D. number: _____

State I.D. number: _____

S ales tax site code: _____

Business Phone #
and contact name _____

Business Deletion

Name: _____

Address: _____

_____

_____

Please forward the above information to:

City of St. Louis, Comptroller's Office
Tax Increment Financing
1520 Market Street, Room 3005
St. Louis, Missouri 63103
(314) 589-6017

Approved: November 25, 2015

ORDINANCE #70159
Board Bill No. 216

An Ordinance designating a portion of the City of St. Louis, Missouri as a redevelopment area known as the 32 North Euclid 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 32 North Euclid 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 North Euclid Developer, Inc., a Missouri corporation (the "Developer"), prepared a plan for redevelopment titled the "32 North Euclid TIF Redevelopment Plan" dated September 27, 2015, as revised October 5, 2015 (the "Redevelopment Plan"), for an area consisting of the parcel commonly numbered as 32-40 North Euclid (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 the redevelopment of the Redevelopment Area for a mix of residential and commercial uses and parking, as set forth in the Redevelopment Plan (the "Redevelopment Project"); and

WHEREAS, on October 14, 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 October 14, 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, 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 October 14, 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, 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 redevelopment of the Redevelopment Area into a mix of residential and commercial uses and parking; 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 benefited 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 September 27, 2015, as revised October 5, 2015, as reviewed and recommended by the TIF Commission on October 14, 2015, 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 "32 North Euclid 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 32 North Euclid 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 32 North Euclid Special Allocation Fund for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

SECTION SIX. In addition to the payments in lieu of taxes described in Section Five of this Ordinance, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year prior to the adoption of the Redevelopment Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000) as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) as amended, taxes imposed on sales pursuant to subsection 2 of section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, and any other taxes, licenses or fees exempt from tax increment financing by Missouri law, 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 32 North Euclid 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 32 North Euclid 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
32 NORTH EUCLID TIF REDEVELOPMENT PLAN
(Is on file in the Register's Office.)

Approved: November 25, 2015