

**ORDINANCE #70237**  
**Board Bill No. 235**

**AN ORDINANCE FINDING AND DECLARING THAT THERE EXISTS IN THE CITY OF ST. LOUIS, A CERTAIN BLIGHTED AREA AS DEFINED IN SECTION 353.020, REVISED STATUTES OF MISSOURI, 2000, AND SECTION 11.06.010 AND 11.06.020 OF THE REVISED CODE OF THE CITY OF ST. LOUIS, MISSOURI; THAT THE REDEVELOPMENT OF SUCH AREA IS NECESSARY AND IN THE PUBLIC INTEREST UNDER CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, 2000, AND UNDER CHAPTER 11.06 OF THE REVISED CODE OF THE CITY OF ST. LOUIS, MISSOURI, AND IS IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY, MORALS AND GENERAL WELFARE OF THE PEOPLE OF THE CITY OF ST. LOUIS, SAID BLIGHTED AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

A tract of land in Block 1061 of the City of St. Louis, beginning at the Intersection of the East line of Grand Boulevard, with the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive, a distance of 315.06 feet to an angle point in said South line; thence continuing East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 108.22 feet to the Northwest corner of property conveyed to Robert and Natalie Duggan by deed recorded in Book 07102008 page 16 of the City of St. Louis Records; thence South along the West line of said Duggan property a distance of 142.56 feet to the Southwest corner thereof; thence East along the South line of said Duggan property a distance of 50 feet to the Southeast corner thereof; thence North along the East line of said Duggan property a distance of 142.56 feet to the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 60 feet to the West line of Theresa Avenue; thence South along the West line of Theresa Avenue a distance of 274.34 feet more or less to the North line of Washington Boulevard; thence West along the North line of Washington Boulevard a distance of 325 feet more or less to the East line of property conveyed to Third Baptist Church by deed recorded March 3, 1973 daily number 102; thence North along the East line of said Third Baptist Church property a distance of 160 feet more or less to the Northeast corner thereof and to the South line of property conveyed to TLG 634 N Grand LLC, by deed recorded in Book 12042013 page 219 of the City of St. Louis Records; thence West along the South line of said TLG 634 N Grand LLC a distance of 245 feet more or less to the Southwest corner of said TLG 634 N Grand LLC property and to the East line of Grand Boulevard; thence North along the East line of Grand Boulevard a distance of 129 feet 4 inches to the point of beginning.

**WHEREAS**, by reason of age, obsolescence, inadequate or outmoded design, or physical deterioration, the above blighted area has become an economic and social liability, by reason of which such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes; and

**WHEREAS**, the clearance, replanning, rehabilitation, or reconstruction of such area, and the provisions for such industrial, commercial, residential, recreational, or public structures and spaces as may be appropriate, including other facilities incidental or appurtenant thereto, is necessary and in the public interest under Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, and under Chapter 11.06 of the Revised Code of the City of St. Louis, Missouri, and is necessary and in the interest of the public health, safety, morals, and general welfare of the people of the City of St. Louis; and

**WHEREAS**, the Planning Commission has made an independent study and investigation of said blighted area and did thereafter adopt a resolution recommending a finding that the area is blighted, which resolution has been duly transmitted to the Mayor and the Board of Aldermen.

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

**SECTION ONE.** There exists within the City of St. Louis a certain blighted area as defined by section 353.020, Revised Statutes of Missouri, 2000, and by Chapter 11.06 of the Revised Code of the City of St. Louis, Missouri, described as follows:

A tract of land in Block 1061 of the City of St. Louis, beginning at the Intersection of the East line of Grand Boulevard, with the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive, a distance of 315.06 feet to an angle point in said South line; thence continuing

East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 108.22 feet to the Northwest corner of property conveyed to Robert and Natalie Duggan by deed recorded in Book 07102008 page 16 of the City of St. Louis Records; thence South along the West line of said Duggan property a distance of 142.56 feet to the Southwest corner thereof; thence East along the South line of said Duggan property a distance of 50 feet to the Southeast corner thereof; thence North along the East line of said Duggan property a distance of 142.56 feet to the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 60 feet to the West line of Theresa Avenue; thence South along the West line of Theresa Avenue a distance of 274.34 feet more or less to the North line of Washington Boulevard; thence West along the North line of Washington Boulevard a distance of 325 feet more or less to the East line of property conveyed to Third Baptist Church by deed recorded March 3, 1973 daily number 102; thence North along the East line of said Third Baptist Church property a distance of 160 feet more or less to the Northeast corner thereof and to the South line of property conveyed to TLG 634 N Grand LLC, by deed recorded in Book 12042013 page 219 of the City of St. Louis Records; thence West along the South line of said TLG 634 N Grand LLC a distance of 245 feet more or less to the Southwest corner of said TLG 634 N Grand LLC property and to the East line of Grand Boulevard; thence North along the East line of Grand Boulevard a distance of 129 feet 4 inches to the point of beginning.

**SECTION TWO.** The redevelopment of such area, as provided by Chapter 353, Revised Statutes of Missouri, 2000, and Chapter 11.06 of the Revised Code of the City of St. Louis, Missouri, is hereby determined, found, and declared under said Chapter 353 and under said Chapter 11.06 to be necessary and in the public interest and necessary and in the interest of the public health, safety, morals and general welfare of the people of the City of St. Louis.

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

**Approved: March 21, 2016**

**ORDINANCE #70238**  
**Board Bill No. 284**

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on Wabada Avenue 75 feet east of the west curb line from Union Boulevard and containing an emergency clause.

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

**SECTION ONE.** The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic on Wabada Avenue 75 feet east of the west curb line of Union Boulevard for a period of six months beginning the effective date of the passage of this ordinance.

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

**Approved: March 21, 2016**

**ORDINANCE #70239**  
**Board Bill No. 313**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on North Pointe Boulevard by blocking said traffic flow at Goodfellow Boulevard, and containing an emergency clause.

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

**SECTION ONE.** The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic on North Pointe Boulevard at Goodfellow Boulevard for a period of six (6) months.

**SECTION TWO. Emergency Clause.** This being an Ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City

of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Approved: March 21, 2016**

**ORDINANCE #70240**  
**Board Bill No. 318**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (as further defined herein, the "*Corporation*") to issue and sell its Leasehold Revenue Bonds – Refuse Facility and Municipal Garage Projects, Series 2016 (City of St. Louis, Missouri, Lessee) (the "*Series 2016 Bonds*") in one or more series, in an aggregate principal amount of not to exceed \$13,000,000, in order to finance or refinance (1) a portion of the costs of the acquisition of certain real property and improvements located at 1214-18 Central Industrial Drive, and the construction, renovation, improvement, equipping and furnishing of a refuse and vehicle maintenance facility located thereon, and (2) a portion of the costs of the repair, construction, renovation, improvement, and equipping of a municipal garage located at 1122 Clark Avenue, all for the general welfare, safety and benefit of the citizens of The City of St. Louis, Missouri (the "*City*"); authorizing and directing the officers of the Corporation to execute and deliver the herein defined Corporation Documents; authorizing the obtaining of credit enhancement, if any, for the Series 2016 Bonds from a Credit Provider, as defined below, and the payment of any obligations due to a Credit Provider, if any; and authorizing the Mayor, the Comptroller and any other appropriate City officials, if necessary, to execute the herein defined City Documents; authorizing participation of appropriate City officials, agents, and employees in preparing the Corporation's preliminary Official Statement and final Official Statement for the Series 2016 Bonds, and the acceptance of the terms of a Bond Purchase Agreement for the Series 2016 Bonds and the taking of further actions with respect thereto; authorizing the funding of a debt service reserve fund for the Series 2016 Bonds, if any, and the funding of a capitalized interest fund for the Series 2016 Bonds, if any, and the payment of certain costs of issuance of the Series 2016 Bonds; and authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof, and containing an emergency clause.

**WHEREAS**, the City is authorized by ordinance to acquire the real property and improvements located at 1214-18 Central Industrial Drive within the corporate limits of the City, and to construct, renovate, improve, equip, and furnish a refuse facility and a maintenance facility for refuse and emergency vehicles thereon (together, the "*Refuse Facility Project*"); and

**WHEREAS**, the City desires to repair, construct, renovate, improve, and equip a municipal garage located at 1122 Clark Avenue within the corporate limits of the City, which municipal garage is owned by the City and used solely by employees of the City, the State of Missouri, or the United States of America (the "*Municipal Garage Project*" which, together with the Refuse Facility Project, is referred to herein as the "*Projects*"); and

**WHEREAS**, the City has determined that it is in the best interest of the City to authorize and direct the Corporation to issue and sell its Series 2016 Bonds in one or more series through a negotiated sale for the purpose of financing or refinancing a portion of the costs of the Projects, funding a debt service reserve fund, if any, funding a capitalized interest fund, if any, and paying the costs of issuance thereof.

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

**Section 1. Definitions.** Capitalized terms used and not defined in this Ordinance shall have the meanings ascribed to such terms in the herein defined Indenture. As used in this Ordinance, the following words shall be defined as follows:

"*Additional Rentals*" means the amounts payable by the City on an annual appropriation basis as additional rentals pursuant to the Lease Purchase Agreement.

"*Base Lease*" means the Base Lease between the City, as lessor, and the Corporation, as lessee, as may be amended and supplemented in accordance with the terms thereof, pursuant to which the City shall convey a leasehold interest in the Leased Property to the Corporation.

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

"*Bond Counsel*" means an attorney or firm of attorneys with nationally recognized standing in the field of municipal bond financing as approved by the Corporation and the City.

"*Bond Purchase Agreement*" means the Bond Purchase Agreement related to the issuance and sale of the Series 2016 Bonds.

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

“City Documents” means the Base Lease, the Lease Purchase Agreement, the Tax Compliance Agreement, the Bond Purchase Agreement, the Official Statement, the Continuing Disclosure Agreement, and any Credit Agreement, and any other documents and instruments related thereto as may be necessary or desirable to facilitate the issuance of the Series 2016 Bonds and to carry out and comply with the intent of this Ordinance.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement executed by the City with respect to the Series 2016 Bonds.

“Corporation” means the St. Louis Municipal Finance Corporation, a corporation organized under the Missouri Nonprofit Corporation Act, or such other suitable municipal financing corporation as may be approved to serve as the Corporation for the financing authorized by this Ordinance.

“Corporation Documents” means the Indenture, the Base Lease, the Lease Purchase Agreement, the Tax Compliance Agreement, the Bond Purchase Agreement, the Official Statement, and any Credit Agreement, and any other documents and instruments related thereto as may be necessary or desirable to facilitate the issuance of the Series 2016 Bonds and to carry out and comply with the intent of this Ordinance.

“Credit Agreement” means any agreement by and among the Credit Provider, the City, and the Corporation providing for Credit Enhancement.

“Credit Enhancement” means a letter of credit, liquidity facility, surety bond, or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on one or more series of bonds as provided therein.

“Credit Provider” means the issuer or issuers of any Credit Enhancement, if any, pursuant to the Credit Agreement and identified in the Indenture.

“Indenture” means the Trust Indenture as may be amended and supplemented in accordance with the terms thereof, pursuant to which the Series 2016 Bonds shall be issued and the Corporation shall pledge and assign the rents, revenues, and receipts received pursuant to the Lease Purchase Agreement to the Trustee for the benefit of and security of the holders of the Series 2016 Bonds upon the terms and conditions as set forth therein.

“Lease Purchase Agreement” means the Lease Purchase Agreement between the Corporation, as lessor, and the City, as lessee, as may be amended and supplemented in accordance with the terms thereof, pursuant to which the Corporation shall convey a leasehold interest in the Leased Property to the City and pursuant to which the City shall agree, subject to annual appropriation, to pay Rentals sufficient to pay the principal and premium, if any, of and interest on, the Series 2016 Bonds, Additional Rentals, and any other amounts due under the Lease Purchase Agreement each fiscal year of the City.

“Leased Property” means both or either (a) the real property and improvements located at 1214-18 Central Industrial Drive within the corporate limits of the City, and the Refuse Facility Project constructed, renovated, improved, equipped, and furnished thereon, and/or (b) the real property and improvements located at 1122 Clark Avenue within the corporate limits of the City, and the Municipal Garage Project repaired, constructed, renovated, improved, and equipped thereon, all as further defined in the Lease Purchase Agreement.

“Municipal Advisor” means Public Financial Management, Inc., the municipal advisor to the City with respect to the Series 2016 Bonds.

“Municipal Garage Project” has the meaning set forth in the Recitals hereof.

“Official Statement” means the preliminary or final Official Statement or Official Statements prepared in connection with the issuance, sale, and delivery of the Series 2016 Bonds.

“Projects” means, collectively, the Refuse Facility Project and the Municipal Garage Project.

“Rentals” means the amounts payable by the City on an annual appropriation basis as rentals pursuant to the Lease Purchase Agreement.

“*Refuse Facility Project*” has the meaning set forth in the Recitals hereof.

“*Series 2016 Bonds*” means the Corporation’s Leasehold Revenue Bonds – Refuse Facility and Municipal Garage Projects, Series 2016 (City of St. Louis, Missouri, Lessee), issued in one or more series pursuant to the Indenture.

“*Tax Compliance Agreement*” means the Tax Compliance Agreement by and among the Corporation, the City, and the Trustee executed in connection with any tax-exempt Series 2016 Bonds.

“*Trustee*” means the trustee or any successor thereto under the Indenture.

“*Underwriters*” means the underwriters with respect to the Series 2016 Bonds.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is in the best interest of the City:

(a) to authorize and direct the Corporation to issue the Series 2016 Bonds in one or more series, in an aggregate principal amount of not to exceed \$13,000,000 to (i) finance or refinance the Refuse Facility Project in an amount not to exceed \$11,000,000 and the Municipal Garage Project in an amount not to exceed \$1,500,000, (ii) fund a debt service reserve fund, if any, and a capitalized interest fund, if any, and (iii) pay the costs of issuance of the Series 2016 Bonds; and

(b) to authorize and direct the Corporation to issue the Series 2016 Bonds through a negotiated sale; and

(c) to authorize and direct the Corporation to enter into the Corporation Documents and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance; and

(d) to authorize and direct certain officials of the City to enter into the City Documents and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 3. Authority and Direction to issue the Series 2016 Bonds.** The Board of Aldermen hereby authorizes and directs the Corporation to issue the Series 2016 Bonds on behalf of the City for the purposes set forth in 0 hereof. The Series 2016 Bonds (i) shall be issued in one or more series, designated as tax-exempt or taxable as determined by Bond Counsel, (ii) shall be issued and secured pursuant to the Indenture, (iii) shall be issued in the aggregate principal amount as set forth in the Indenture, such amount not to exceed \$13,000,000; (iv) shall bear such dates as set forth in the Indenture, (v) shall mature at such times as set forth in the Indenture with a final maturity occurring not more than twelve (12) years from the date of their issuance, and (vi) shall bear a fixed rate of interest of not more than seven percent (7%). The final terms and provisions of the Series 2016 Bonds shall be specified in the Indenture upon the execution thereof.

**Section 4. Limited Obligations.** The Series 2016 Bonds and the interest thereon shall be special obligations of the Corporation payable solely out of the Rentals and Additional Rentals, and other revenues, moneys, and receipts derived by the Corporation pursuant to the Lease Purchase Agreement, and are secured by a pledge and assignment of the Trust Estate (as defined in the Indenture) in favor of the bondowners, as provided in the Indenture. The Series 2016 Bonds and the interest thereon shall not be a debt of the City or the State of Missouri (the “State”), and the City and the State shall not be liable thereon, and the Series 2016 Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory, or charter debt limitation or restriction. The obligation of the City to make payments of Rentals, Additional Rentals, and other amounts under the Lease Purchase Agreement is subject to annual appropriation as provided therein. Neither the obligation of the City to make such payments under the Lease Purchase Agreement nor the Series 2016 Bonds does or shall constitute a debt of the City. The issuance of the Series 2016 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for in its then current fiscal year.

**Section 5. Annual Appropriation.** The Board of Aldermen hereby directs the officials of the City at any time charged with the responsibility of formulating budget proposals to include in each annual budget prepared and presented to the Board of Aldermen an appropriation of the amount necessary to pay Rentals and Additional Rentals under the Lease Purchase Agreement with respect to debt service on the Series 2016 Bonds in the next succeeding fiscal year.

**Section 6. Authority and Direction to Sell the Series 2016 Bonds in a Negotiated Sale.** In connection with the issuance of the Series 2016 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters named in the Bond Purchase Agreement, subject to the provisions of this Ordinance.

**Section 7. Authorization with Respect to Sale of the Series 2016 Bonds.** The Mayor, the Comptroller, and other appropriate officials, agents, and employees of the City, with the advice and concurrence of the City Counselor, are hereby authorized and directed to participate with the Corporation and the Underwriters in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver the final Official Statement, the Continuing Disclosure Agreement, and such other documents and instruments as are necessary and desirable in order to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

**Section 8. Selection of Municipal Advisor and Other Participants.** The City hereby designates Public Financial Management, Inc. as Municipal Advisor for the transaction. The City hereby designates the Comptroller to select such other advisors, counsel, and participants to the proposed transaction as are desirable to further the purposes of this Ordinance.

**Section 9. Authority and Direction to Execute and Deliver Corporation Documents.** The City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents and such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, in such forms as shall be approved by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the Corporation's approval thereof.

**Section 10. Authorization and Direction to Execute and Deliver City Documents.** The City is hereby authorized to enter into, and the Mayor or the Comptroller and such other officials of the City as are appropriate are hereby authorized and directed to execute, seal, attest, and deliver, for and on behalf of and as the act and deed of the City, the City Documents in such forms as shall be approved by the City Counselor and by the appropriate officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof. The Lease Purchase Agreement shall be for a lease term to terminate no earlier than the final maturity of the Series 2016 Bonds, subject to annual appropriation of Rentals equal to the principal and premium, if any, of and interest on the Series 2016 Bonds, and certain Additional Rentals and other amounts due under such Lease Purchase Agreement. The Lease Purchase Agreement shall further provide the City with an option to purchase the Corporation's leasehold interest in the Leased Property upon the defeasance, or adequate provision therefor, of the Series 2016 Bonds. The Lease Purchase Agreement shall contain such other terms and provisions as shall adequately secure and protect the payment of principal and premium, if any, of and interest on the Series 2016 Bonds.

**Section 11. Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Series 2016 Bonds from a Credit Provider if, in the opinion of the Underwriter and the Municipal Advisor, the use of such Credit Enhancement will achieve an economic benefit for the City. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the Series 2016 Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any agreement for Credit Enhancement with the Credit Provider, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such agreement for Credit Enhancement and other documents in connection therewith as required to obtain the Credit Enhancement.

**Section 12. Superseding of Inconsistent Provisions.** The provisions of this Ordinance hereby amend any provisions of any ordinance of the city inconsistent with the terms hereof, but only to the extent of such inconsistency.

**Section 13. Further Authority.** The Mayor, the Comptroller, 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 and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect thereto.

**Section 14. Severability.** It is hereby declared to be the intent 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 15. Emergency Clause.** The passage of this ordinance being deemed necessary for the immediate preservation of the public health, moral, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

Approved: March 21, 2016

**ORDINANCE #70241**  
**Board Bill No. 319**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on Saloma Avenue by blocking said traffic flow at Woodstock Avenue, and containing an emergency clause.

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

**SECTION ONE.** The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic on Saloma Avenue at Woodstock Avenue for a period of six (6) months.

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

Approved: March 21, 2016

**ORDINANCE #70242**  
**Board Bill No. 135**  
**Committee Substitute**

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in southernmost 168.50 ± 1.0 feet of the 15 foot wide north/south alley in City Block 5090 as bounded by Lillian, Geraldine, Bircher and Union in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A portion of a 15 foot wide alley in Block 11 of Harney Heights Subdivision, a subdivision recorded in Plat Book 15, Page 110, City of St. Louis Records, and being in City Block 5090, City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at a iron rod set at the intersection of the northwesterly line of Lot 14 of said Block 11 and the Northeasterly line of Bircher Boulevard; thence along said Northeasterly line North 35 degrees 15 minutes 26 seconds West 7.50 feet; thence continuing along said Northeasterly line North 54 degrees 44 minutes 34 seconds East 2.00 feet; thence continuing along said Northeasterly line North 35 degrees 15 minutes 26 seconds West 7.50 feet to the Southeasterly line of Lot 28 of said Block 11 thence along the Southeasterly line of Lots 28, 29, 30 and part of Lot 31, North 54 degrees 44minutes 34 seconds East 167.50 feet; thence defining the Northeasterly line of the portion of the alley to be vacated South 35 degrees 15 minutes 26 seconds East 15.00 feet to the Northwesterly line of Lot 11 of said Block 11; thence along the Northwesterly line of Lots 11, 12, 13 and 14 of said Block 11, South 54 degrees 44 minutes 34 seconds West 169.50 feet to the Point of Beginning of this description and containing 2,527 square feet (0.058 acres), more or less. Subject to all easements, conditions and restrictions of record, if any.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Union & 70 LLC proposes to use vacated area to consolidate property for commercial development. A cross access easement is proposed to allow for continued ingress/egress from remainder of alley.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally

vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

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

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

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

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

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

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

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

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

**Approved: March 22, 2016**

**ORDINANCE #70243**  
**Board Bill No. 209**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Three Thousand Dollars (\$3000.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Vickie Place Inc. certain City-owned property located in City Block 1260, which property is known by address of 2805 Hickory St.

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

**SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Three Thousand Dollars (\$3000.00) and other good and valuable consideration, a Quit Claim Deed,

attached hereto as Exhibit A, to remise, release and forever quit-claim unto Vickie Place, Inc., certain City-owned property located in City Block 1260, which property is known by address as 2805 Hickory St. and described in said Exhibit A.

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

**QUIT CLAIM DEED**

THIS DEED, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Vickie Place Inc. whose address is P.O. Box 5145 St. Louis Mo, 63139, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of (\$3000.00) to be paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

**See Exhibit A attached hereto and incorporated into this deed.**

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS  
(Grantor)

BY: \_\_\_\_\_  
Francis G. Slay  
Mayor

BY: \_\_\_\_\_  
John Fortunato  
President  
Vickie Place Inc.

BY: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

\_\_\_\_\_  
Winston Calvert  
City Counselor

Attest:

\_\_\_\_\_  
Parrie L. May  
City Register

State of Missouri )  
 ) ss.  
City of St. Louis )

On this \_\_\_\_ day of \_\_\_\_\_ 2015, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

\_\_\_\_\_  
Notary Public

State of Missouri )  
 ) ss.  
City of St. Louis )

On this \_\_\_\_ day of \_\_\_\_\_ 2015, before me appeared John Fortunato , to me personally known, and who executed the forgoing instrument, who being by me duly sworn did say that she executed said instrument as her free act and deed.

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

**Exhibit A**

**A Tract of Land in City Block 1260 of the City of St. Louis Records in the City of St. Louis, Missouri, and being more particularly described as follows:**

**A parcel of property approximately 25 ft by120 ft. known as 2805 Hickory St. .  
City Parcel : 1260.00.90.0**

**Approved: March 22, 2016**

**ORDINANCE #70244  
Board Bill No. 236  
As Amended**

**AN ORDINANCE APPROVING THE DEVELOPMENT PLAN FOR THE 634 NORTH GRAND 353 REDEVELOPMENT AREA SUBMITTED BY THE 634 REDEVELOPMENT CORPORATION (HEREINAFTER REFERRED TO AS THE “DEVELOPMENT”); CONFIRMING THE FINDING THAT THE AREA IS A BLIGHTED AREA WHICH SHOULD BE REDEVELOPED IN THE PUBLIC INTEREST; FINDING THAT SAID DEVELOPMENT PLAN IS IN THE PUBLIC INTEREST AND CONFORMS TO THE GENERAL PLAN FOR THE CITY; PROVIDING FOR TAX ABATEMENT; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY OF ST. LOUIS WITH THE DEVELOPER; SETTING FORTH THE TERMS AND CONDITIONS OF SAID AGREEMENT; INCORPORATING BY REFERENCE CHAPTER 353, REVISED STATUTES OF MISSOURI, 2000, AS AMENDED AND CHAPTER 11.06 OF THE REVISED CODE OF THE CITY OF ST. LOUIS, AS AMENDED; AND CONTAINING A SEVERABILITY CLAUSE.**

**WHEREAS**, the Board of Aldermen has by Ordinance Number \_\_\_\_, approved \_\_\_\_\_, found and designated a certain area of the City of St. Louis to be blighted within the meaning of, and as defined in, Chapter 353.020 of the Revised Statutes of Missouri, 2000 and Sections 11.06.010 and 11.06.020 of the Revised Code of the City of St. Louis, Missouri, legally and specifically described in Ordinance No. \_\_\_\_; and

**WHEREAS**, 634 Redevelopment Corporation did on November 17, 2015, duly submit a development plan (the "Development Plan") for the aforesaid blighted area in the City of St. Louis, Missouri; and

**WHEREAS**, 634 Redevelopment Corporation (hereinafter "Developer") is an urban redevelopment corporation formed and existing under Chapter 353, R.S.Mo. 2000, having been incorporated on November 12, 2015; and

**WHEREAS**, the Development Plan has been presented to and recommended by the Planning Commission of the City of St. Louis to this Board for review and approval; and

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

**WHEREAS**, this Board has duly considered the recommendation of the Planning Commission; and

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

**WHEREAS**, there have been no improvements in the aforesaid blighted area that have caused the blighted character of said area to be altered or changed; and

**WHEREAS**, thereafter the Planning Commission did make an independent study and investigation of said Development Plan and thereafter on \_\_\_\_\_, \_\_\_\_ did submit to the Mayor and the Board of Aldermen a report recommending approval of the development; and

**WHEREAS**, the Development Plan for said blighted area was thereby found to be in full compliance with Chapter 11.06 of the Revised Code of the City of St. Louis, as amended, and all the procedures and requirements therein provided; and

**WHEREAS**, it was determined by the Planning Commission that the Development Plan is in the public interest and serves a public purpose;

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

**SECTION ONE.** The Redevelopment Area is that certain tract of land being described in Exhibit A attached hereto and incorporated herein by reference.

**SECTION TWO.** It is hereby determined, found and declared that the Development Plan, attached hereto as Exhibit B and incorporated herein by reference, submitted by the Developer for the redevelopment of the Redevelopment Area is in the public interest and as such is approved in accordance with provisions of this ordinance.

**SECTION THREE.** The Board of Aldermen has reviewed the previous designation of the Redevelopment Area as a blighted area and hereby finds and declares that said Redevelopment Area continues to be and is now a blighted area as defined in section 353.020, R.S.Mo. 2000, as amended and as set forth in Ordinance No. \_\_\_\_\_.

**SECTION FOUR.** The Mayor of the City of St. Louis, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, shall be and is hereby authorized and directed to make any changes as may be consistent with the intent of this Ordinance with no further action of the Board of Aldermen necessary to authorize such changes, and to enter into and perform on behalf of the City, an agreement by and between said City and the Developer, its successors and assigns, in substantially the same form as set forth in Exhibit "C" (the "Development Agreement"), which Development Agreement, among other things, shall make provision for the conditions and limitations relating to the benefits of tax abatement pursuant to Section 353.110, R.S.Mo. 2000. In the event of any conflicts or differences between the provisions of the Development Plan and the Development Agreement hereinafter recited, the Development Agreement shall govern and said Development Plan shall be deemed to be amended accordingly.

**SECTION FIVE.** The Development Agreement, attached hereto as Exhibit "C", is incorporated by reference and made a part of this ordinance as if fully set forth herein.

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

sections of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void sections, that it cannot be presumed that the Board of Aldermen would have enacted the valid sections without the void ones; or unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent. If any part of this ordinance regarding the rights of Developer is found invalid or unconstitutional, Developer shall thereafter at its election have the right to be released from the Development Agreement herein contained.

**SECTION SEVEN.** The provisions of Chapter 353, R.S.Mo. 2000, and Ordinance No. \_\_\_\_\_, are incorporated herein by reference.

**SECTION EIGHT.** This ordinance shall be in full force and effect from and after its passage and approval according to law.

#### Exhibit A

##### Redevelopment Area

A tract of land in Block 1061 of the City of St. Louis, beginning at the Intersection of the East line of Grand Boulevard, with the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive, a distance of 315.06 feet to an angle point in said South line; thence continuing East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 108.22 feet to the Northwest corner of property conveyed to Robert and Natalie Duggan by deed recorded in Book 07102008 page 16 of the City of St. Louis Records; thence South along the West line of said Duggan property a distance of 142.56 feet to the Southwest corner thereof; thence East along the South line of said Duggan property a distance of 50 feet to the Southeast corner thereof; thence North along the East line of said Duggan property a distance of 142.56 feet to the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 60 feet to the West line of Theresa Avenue; thence South along the West line of Theresa Avenue a distance of 274.34 feet more or less to the North line of Washington Boulevard; thence West along the North line of Washington Boulevard a distance of 325 feet more or less to the East line of property conveyed to Third Baptist Church by deed recorded March 3, 1973 daily number 102; thence North along the East line of said Third Baptist Church property a distance of 160 feet more or less to the Northeast corner thereof and to the South line of property conveyed to TLG 634 N Grand LLC, by deed recorded in Book 12042013 page 219 of the City of St. Louis Records; thence West along the South line of said TLG 634 N Grand LLC a distance of 245 feet more or less to the Southwest corner of said TLG 634 N Grand LLC property and to the East line of Grand Boulevard; thence North along the East line of Grand Boulevard a distance of 129 feet 4 inches to the point of beginning.

**Exhibit B**

634 North Grand 353 Redevelopment Plan

**634 NORTH GRAND  
353 REDEVELOPMENT PLAN**

NOVEMBER 16, 2015

**TABLE OF CONTENTS**

A.	Description of the Project.....	1
B.	Legal Description .....	4
C.	Redevelopment Staging .....	4
D.	Buildings and Improvements to be Demolished .....	5
E.	Buildings not to be Demolished.....	5
F.	Structures Designated for Rehabilitation.....	5
G.	New Development.....	5
H.	Landscaping and Community Facility Improvements .....	6
I.	Dedications of Property for Public Purposes.....	6
J.	Description of Proposed Zoning Changes .....	6
K.	Street and Circulation Changes .....	6
L.	Quality and Character of Existing Residential Dwellings.....	6
M.	Relocation.....	6
N.	Character of Proposed Dwellings.....	6
O.	Project Finance .....	6
P.	Persons Associated with the Developer .....	7
Q.	Property Owned, Optioned, or to be Acquired by the Developer.....	8
R.	Proposed City Actions and Property to be Acquired by the City.....	8
S.	City-Owned Property .....	8
T.	Employment Practices.....	8
U.	Non-Discrimination .....	8
V.	Taxes.....	9
W.	Analysis of Economic Benefits .....	11
X.	Term of Plan .....	12
Y.	Conformance of Prior Project Approvals.....	12
Z.	Severability .....	12

**APPENDICES**

I.	Individual Property Inventory
II	Economic Analysis
III	Urban Redevelopment Corporation Certificate

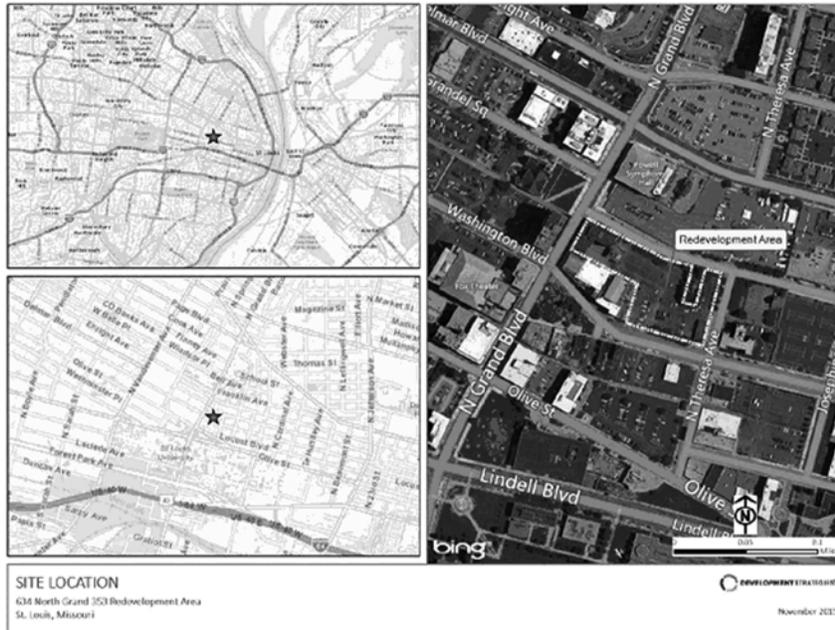
**EXHIBITS**

Site Location Map.....	1
2014 Aerial Photograph of Redevelopment Area.....	3

**A. DESCRIPTION OF THE PROJECT**

**Overview of Redevelopment Area**

The 634 North Grand 353 Redevelopment Area (the "Redevelopment Area") is located at the southeast corner of the intersection of North Grand Boulevard and Samuel Shepard Drive near the geographic center of the City of St. Louis. (See *Site Location map, below*). The Redevelopment Area, which contains approximately 2.5 acres, is generally bounded by Grand Boulevard on the west, Samuel Shepard Drive on the north, North Theresa Avenue on the east, and Washington Boulevard on the south.



### Historical Development

The Redevelopment Area is located within the boundaries of the Grand Center or Midtown neighborhood in the City of St. Louis. Areas to the north, east, and south were incorporated into the City prior to the Civil War; the City boundary was extended west of Grand Avenue in 1876. The properties constituting the Redevelopment Area were occupied by large single family homes along Washington Avenue and Lucas (now Samuel Sheppard) Avenue by 1900. The Grand Avenue frontage was occupied by St. Vincent's Seminary from 1875 to 1911. The same structure was used by the forerunner to Rosati Kain High School after the closure of the seminary. This was a typical pattern for the neighborhood prior to 1910, with institutional uses along Grand Avenue and residential along the intersecting streets.

The Missouri Theatre Building was constructed in 1920 on the former seminary site as the neighborhood became a second downtown for the City, in large part due to the connection of the east-west streetcar lines with the Grand Avenue carline. Theatres, professional offices, shops and restaurants lined Grand in the years following the First World War. The Missouri Theatre was, at the time of its opening, the third largest motion picture theatre in the country with 3,600 seats and featured an early air conditioning system. The building above the auditorium level contained professional office space for doctors and dentists. Retail space was at street level to the north of the theatre lobby. The theatre prospered through the Roaring Twenties, the Depression, and World War II along with the neighboring Fox, Loew's Mid City, and St. Louis theatres.

By 1950 a number of the residential properties to the east of the Missouri Theatre Building had been razed for surface automobile parking lots. Even though the Midtown neighborhood was still an active theatre destination, the Missouri Theatre closed in 1957 and the auditorium structure was removed in 1959. The upper floors of the building remained a viable location for professional offices through the 1960's but, as the neighborhood declined, occupancy suffered. The City of St. Louis purchased the building in the late 1970's for offices of the City Health Department. The Health Department was forced to move out in the mid-2000s as the building became more and more obsolete. The most recent previous owner, Grand Center, Inc., purchased the building in 2012 and owned it until it was acquired by The Lawrence Group in early 2014.

### Overview of Redevelopment Proposal

It is proposed that the redevelopment of the Area be undertaken in two phases. Phase 1 would involve the total renovation of the Missouri Theater building, which has been vacant since 2007. When the renovation is complete, Phase 1 is projected to include approximately 139 hotel rooms; 22,000 square feet of restaurant, bar and event space associated with the hotel; 24,000 square feet of office space; and 1,200 square feet of retail space. The total development cost for Phase 1 is projected to be approximately \$53 million. Phase 1 is projected to start in early 2016 and be completed in the spring of 2017.



Phase 2 is comprised of the balance of the Area. It is projected to be a mixed use development containing apartments, office and retail space, and a new parking garage. As currently envisioned, the completed Phase 2 development will feature approximately 140 to 160 apartments, 5,000 to 15,000 square feet of office/retail space and a garage with roughly 500 parking spaces. The estimated development cost for Phase 2 is projected to be roughly \$61 million in current dollars. The specific start date for Phase 2 has yet to be determined and will depend on property acquisition and market conditions.

The 634 Redevelopment Corporation is asking for an incentive package to accompany this new capital investment, which would include 100% tax abatement for real property for the first ten (10) years and 50% tax abatement for real property for the next thirteen (13) years. The Developer is also seeking a TIF for the Area that would include incremental real property taxes ("Payments in Lieu of Taxes" or "PILOTs") and part of the incremental tax revenue generated by economic activities within the Redevelopment Area ("Economic Activity Taxes" or "EATs"), including taxes on sales, hotel rooms, restaurant gross receipts, earnings/payroll, and utilities. The PILOT payments under TIF would begin after the 10 year tax abatement under Chapter 353, and continue for the

next 13 years.

This submission fully complies with the requirements of the Missouri Urban Redevelopment Corporations Law, Chapter 353, RSMo. 2000, as amended, and the Redevelopment Procedures for Blighted Areas in Sections 11.06.010 to 11.06.370 of the Revised Code of the City of St. Louis. The 634 Redevelopment Corporation (the "Developer") is a limited dividend redevelopment corporation as prescribed by Chapter 353 RSMo. 2000, as amended.

## **B. LEGAL DESCRIPTION**

A tract of land in Block 1061 of the City of St. Louis, beginning at the Intersection of the East line of Grand Boulevard, with the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive, a distance of 315.06 feet to an angle point in said South line; thence continuing East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 108.22 feet to the Northwest corner of property conveyed to Robert and Natalie Duggan by deed recorded in Book 07102008 page 16 of the City of St. Louis Records; thence South along the West line of said Duggan property a distance of 142.56 feet to the Southwest corner thereof; thence East along the South line of said Duggan property a distance of 50 feet to the Southeast corner thereof; thence North along the East line of said Duggan property a distance of 142.56 feet to the South line of Samuel Shepard Drive (formerly Lucas Avenue); thence East along the South line of Samuel Shepard Drive (formerly Lucas Avenue) a distance of 60 feet to the West line of Theresa Avenue; thence South along the West line of Theresa Avenue a distance of 274.34 feet more or less to the North line of Washington Boulevard; thence West along the North line of Washington Boulevard a distance of 325 feet more or less to the East line of property conveyed to Third Baptist Church by deed recorded March 3, 1973 daily number 102; thence North along the East line of said Third Baptist Church property a distance of 160 feet more or less to the Northeast corner thereof and to the South line of property conveyed to TLG 634 N Grand LLC, by deed recorded in Book 12042013 page 219 of the City of St. Louis Records; thence West along the South line of said TLG 634 N Grand LLC a distance of 245 feet more or less to the Southwest corner of said TLG 634 N Grand LLC property and to the East line of Grand Boulevard; thence North along the East line of Grand Boulevard a distance of 129 feet 4 inches to the point of beginning.

## **C. REDEVELOPMENT STAGING**

### **Phase 1**

It is anticipated that the proposed improvements to the Missouri Theatre building will begin in early 2016, following approval of this Redevelopment Plan, and be completed in the spring of 2017.

**Phase 2**

The subsequent timing for the development of the remainder of the Redevelopment Area as a mixed-use project that is anticipated to include office, retail, residential and a parking garage, will proceed based on property acquisition and market conditions.

**D. BUILDINGS AND IMPROVEMENTS TO BE DEMOLISHED**

The approximately 5,400 square foot mixed-use building at the Redevelopment Area's southeast corner, currently owned by Third Baptist Church, is proposed for demolition during the second phase of the redevelopment project. The building is currently under an option contract to the Developer and the timing of this demolition has not yet been determined.

**E. BUILDINGS NOT TO BE DEMOLISHED**

The 157,000 square foot, twelve-story Missouri Theatre building will remain and undergo extensive renovation and remodeling.

**F. STRUCTURES DESIGNATED FOR REHABILITATION**

As part of this Redevelopment Plan the Missouri Theater building, which is located in Phase 1, will be rehabilitated. Improvements to the building will include:

- Restoration of the Missouri Theatre building's historic façade;
- Renovation and remodeling of the building's interior to accommodate modern office, hotel, restaurant, and retail tenants;
- Remodeling of the building's basement to create additional space for new bars and restaurants; and
- Construction of an additional story on the Missouri Theatre building with a roof deck and pool.

When the renovation is complete, Phase 1 is projected to include approximately 139 hotel rooms; 22,000 square feet of restaurant, bar and event space associated with the hotel, 24,000 square feet of office space, and 1,200 square feet of retail space.

**G. NEW DEVELOPMENT**

As part of the proposed Phase 2 development, the Redevelopment Plan proposes to construct apartments, office, and retail space and a new parking garage. As currently envisioned, the completed development will feature approximately 140 to 160 apartments, 5,000 to 15,000 square feet of office/retail space and a garage with roughly 500 parking spaces.

**H. LANDSCAPING AND COMMUNITY FACILITY IMPROVEMENTS**

New lighting, sidewalks and landscaping is proposed along Samuel Shepard Drive, Theresa Avenue and the portion of Washington Boulevard associated with Phase 2 development.

**I. DEDICATIONS OF PROPERTY FOR PUBLIC PURPOSES**

No property in the Redevelopment Area is proposed to be sold, donated, exchanged, or leased to the City, the St. Louis Board of Education, the Public Library Board, or any other public body.

**J. DESCRIPTION OF PROPOSED ZONING CHANGES**

The entire Redevelopment Area is currently zoned "H" (Area Commercial District). This zoning designation is appropriate for the uses intended to be developed on the site, so no changes to the zoning are proposed as part of this Redevelopment Plan.

**K. STREET AND CIRCULATION CHANGES**

No street or circulation changes are proposed as part of this Redevelopment Plan.

**L. QUALITY AND CHARACTER OF EXISTING RESIDENTIAL DWELLINGS**

There are currently no residential dwellings in the Redevelopment Area.

**M. RELOCATION**

No relocation is anticipated to be necessary to implement the Redevelopment Plan.

**N. CHARACTER OF PROPOSED DWELLINGS**

Approximately 140 to 160 apartments are to be constructed as part of the Phase 2 development. Anticipated amenities include a pool, fitness center and garage parking.

**O. PROJECT FINANCE**

The estimated total development cost for Phase 1 is \$53,443,326. The following table indicates how the development cost is to be financed on an interim and permanent basis. The financing for Phase 2 will be determined when the development program, schedule and costs are refined.

<b>Proposed Interim Sources of Funds</b>	
Federal Historic Tax Credits Proceeds	\$7,195,881
State Historic Tax Credit Proceeds	\$8,168,297
State Brownfields Tax Credit Proceeds	\$2,100,000
Sales Proceeds—Adjacent Land	\$1,750,000
Construction Loan – First Mortgage	\$20,000,000
Mezzanine Loan	8,000,000
Deferred Developer Fee	\$6,229,148
<b>Total Interim Sources</b>	<b>\$53,443,326</b>
<b>Proposed Interim Sources of Funds</b>	
Federal Historic Tax Credits Proceeds	\$7,195,881
State Historic Tax Credit Proceeds	\$8,168,297
State Brownfields Tax Credit Proceeds	\$2,100,000
Sales Proceeds—Adjacent Land	\$1,750,000
Construction Loan – First Mortgage	\$20,000,000
Mezzanine Loan	\$8,000,000
Deferred Developer Fee	\$729,148
Proposed TIF Estimated Present Value	\$4,830,518
Proposed City Contractual Pledge of 50% of Hotel	\$669,482
<b>Total Permanent Sources</b>	<b>\$53,443,326</b>

**P. PERSONS ASSOCIATED WITH THE DEVELOPER**

**Redevelopment Corporation Ownership and Board of Directors**

The Developer, 634 Redevelopment Corporation, is a Missouri Redevelopment Corporation organized under and pursuant to the requirements of the Urban Redevelopment Corporations Law (Chapter 353 RSMo. 2000, as amended) for the purpose of preparing and implementing the redevelopment of the Redevelopment Area.

Shareholders:	Steve Smith
Board of Directors:	Steve Smith
	Michael Blatz
	Peter Sebelksi

**Consultants**

The following consultants and professional advisors have been or will be associated with the preparation and implementation of the Redevelopment Plan:

Thompson Coburn, LLP  
 William Kuehling and Barbara Geisman  
 One US Bank Plaza  
 St. Louis, Missouri 63101

Development Strategies, Inc.  
Larry Marks and David Libonn  
10 S. Broadway, Suite 1500  
St. Louis, Missouri 63102

PARIC Corporation  
906 Olive Street, Suite 230  
St. Louis, MO 63146

Civil Design, Inc.  
1552 S. 7<sup>th</sup> Street  
St. Louis, MO 63104

KPFF Consulting Engineers  
1630 Des Peres Road, Suite 100  
St. Louis, MO 63131

**Q. PROPERTY OWNED, OPTIONED, OR TO BE ACQUIRED BY THE DEVELOPER**

The Developer currently owns six (6) of the Redevelopment Area's ten parcels and has option contracts on the other four from their current owner, Third Baptist Church. The six parcels owned by the Developer represents 70% of the land in the Redevelopment Area.

**R. PROPOSED CITY ACTIONS AND PROPERTY TO BE ACQUIRED BY THE CITY**

The Redevelopment Plan does not require the City of St. Louis to acquire any property to implement the Plan.

**S. CITY-OWNED PROPERTY**

There is no City-owned property in the Redevelopment Area.

**T. EMPLOYMENT PRACTICES**

The Developer, for itself, its successors, and assigns, admits the language, intent, and purpose regarding fair employment practices contained in Ordinance 51512 of the City of St. Louis and admits and agrees that said language, intent, and purpose apply to the Redevelopment Plan and that the Developer will be bound thereby, and Developer agrees that it will comply with the overall terms and spirit of said Ordinance.

**U. NON-DISCRIMINATION AND M/WBE UTILIZATION**

The Developer, for itself, its successors, and assigns, will at all times make all facilities in  
634 North Grand 353 Redevelopment Plan

the Redevelopment Area available to the general public without regard to race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry. This section shall not be construed as depriving the Developer or any owner of the customary rights incident to ownership, including the rights of management and the rights to establish rules and regulations for the use of the property or charges or rents therefore, but the Developer or owner shall not discriminate in the exercise of such rights on the basis of race, color, disability, religion, sex, marital status, or national origin. Any contracts or agreements entered into or resulting from the Redevelopment Plan shall observe Equal Employment Opportunity Guidelines. Furthermore, all activities under the control of the Developer in the Redevelopment Area will be subject to the Mayor's Executive Order #28 (as amended) regarding M/WBE participation in the Redevelopment Project and any subsequent Executive Order and/or City Ordinance that amend or replace Executive Order #28.

#### **V. TAXES**

Real property acquired by the Developer within the Redevelopment Area may be taxed in the manner provided in Section 353.110, RSMo. 2000, as amended, if requested by the Developer.

##### **Necessity For Tax Abatement**

Tax abatement is deemed an essential tool to be used to help make otherwise financially infeasible projects feasible, and to induce the Developer and others to invest in the Redevelopment Area in consideration of the high costs associated with the redevelopment, including site assembly, environmental mitigation and clean-up, site improvements and security.

##### **Tax Abatement**

Pursuant to Section 353.110.2, RSMo. 2000, as amended, and upon compliance with the terms and conditions of Section 11.06.300 and Section 11.06.310 of the Revised Code of the City of St. Louis, all real property within the Development Area acquired by the Developer or conveyed to its successors and assigns and used in accordance with the Development Plan, may at the discretion of the Developer be subject for a period of ten (10) years to assessment or payment of general ad valorem property taxes imposed by the City or State or any political subdivision thereof in the manner provided by Section 353.110.1, RSMo. 2000, as amended, and said Section is incorporated herein by reference. Such tax abatement shall commence upon the transfer of title of such real property to the Developer. For the next thirteen (13) years, ad valorem taxes upon such real property may at the discretion of the developer be measured by the assessed valuation thereof as determined by the assessor upon the basis of not to exceed Fifty percent (50%) of the true value of such real property so long as the real property is owned by the Developer or its successors and assigns. After a period totaling twenty-three years, such real property shall be subject to assessment and payment of all ad

valorem taxes, based on the full true value of the real property at that time; provided, that after the completion of the redevelopment Project, as authorized by law or ordinance whenever any urban redevelopment corporation shall elect to pay full taxes, or at the expiration of the period, such real property shall be owned and operated free from any of the conditions, restrictions or provisions of this chapter, and of any ordinance, rule or regulation adopted pursuant hereto, any other law limiting the right of domestic and foreign insurance companies to own and operate real estate to the contrary notwithstanding.

#### **Formerly Tax Exempt Properties**

In the event that any such real property in the Redevelopment Area is tax exempt immediately prior to its acquisition by the Developer, the Assessor of the City of St. Louis ("City Assessor") shall promptly assess such land, exclusive of improvements, at such valuation as shall conform to, but not exceed, the assessed valuation made during the preceding calendar year of other land, exclusive of improvements, adjacent thereto. The amount of such assessed valuation so fixed by the City Assessor shall not be increased by the City Assessor during the ten (10) year period next following the date upon which the Developer acquired such property so long as such real property is used in accordance with the Redevelopment Plan.

The Developer may sell or otherwise dispose of any or all of the real property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, and so long as the purchaser of such real property shall continue to use, operate and maintain such real property in accordance with the Redevelopment Plan and the Parcel Development Agreement, and such real property shall continue to be entitled to tax abatement as described in Subsection V hereof; and this shall continue following any subsequent sales or other dispositions of such property by the Developer's successors and assigns until expiration of twenty-three (23) year period.

#### **Breach or Withdrawal**

If any portion of the real property within the Redevelopment Area is not used, operated, and maintained in accordance with the Redevelopment Plan and any amendments thereto, or in the event that the transferee does not desire the property to continue under the Redevelopment Plan and any amendments thereto, the Developer may, due to such a breach or the owner's desire for withdrawal, request that portion of the real property within the Redevelopment Area be declared not eligible for the benefits under Chapter 353, RSMo. 2000, as amended, Section 11.06 of the Revised Code of the City of St. Louis or the ordinances approving the Redevelopment Plan and the Redevelopment Agreement. If the Developer and the City's Board of Aldermen agree in writing to such a

request for an amendment from the Developer or the owner of such property to withdraw the property from the benefits of the aforementioned incentive programs, such portion of the real property shall be assessed for ad valorem taxes upon the full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353, RSMo. 2000, as amended, Section 11.06 of the Revised Code of the City of St. Louis, and the ordinance approving the Redevelopment Plan, but will not constitute a withdrawal of other parcels of property from the benefits of Chapter 353, RSMo. 2000, as amended, Section 11.06 of the Revised Code of the City of St. Louis, or the ordinance approving the Redevelopment Plan and Redevelopment Agreement. A breach of any covenant or obligation imposed by Chapter 353, RSMo.2000, as amended, Section 11.06 of the Revised Code of the City of St. Louis, the Redevelopment Plan and the Redevelopment Agreement by any owner will not constitute a breach by any other owner in the Redevelopment Area, and each parcel of property will be treated separately for this purpose.

#### **Payments in Lieu of Taxes**

Notwithstanding the tax abatement provisions of Section 353.110, RSMo. 2000, as amended, the Developer agrees for itself and on behalf of any other redevelopment corporation or owner taxed pursuant to the provisions of Section V hereof, that it or any such other redevelopment corporation or any such other owner will pay the City with respect to property which it owns in the Redevelopment Area which receives the benefits of Section 353.110, RSMo. 2000, as amended, and its individualized Parcel Development Agreement, as above provided, any amount annually equal to the amount by which the actual tax on such property computed pursuant to Section 353.110, RSMo. 2000, as amended, is less than the tax which would have resulted in such taxable years on such property if the assessed value of such property and the improvements thereof remained the same as the assessed value of such property and improvements thereon at January 1, 2016, the first day of the year in which the Ordinance approving this Redevelopment Plan became effective. The obligation to make the foregoing payments shall constitute a lien against each such parcel as to which such obligation applies, enforceable by the City in the same manner as general real estate taxes, but neither the Developer, nor any of such urban redevelopment corporations nor any of such successors or assigns, nor any individual persons associated with the Developer, shall have any personal liability with respect thereto.

#### **W. ANALYSIS OF ECONOMIC BENEFITS**

The data in this section summarizes a series of analyses for projected private investments within the Redevelopment Area to illustrate the economic impact of this development on the City of St. Louis. The anticipated new investment pursuant to this Redevelopment Plan is estimated to be approximately \$53 million for Phase 1 and \$61 Million for Phase 2 in current dollars. City revenues for Phase 1 generated during the 23 years of the Redevelopment Plan will total an estimated \$21.77 million in current dollars.

This is \$21.61 million more than the existing development would generate during the same period (see Appendix II).

In addition, it is estimated that the proposed Phase 1 development will create the equivalent 600 one-year full time construction jobs and Phase 2 will create the equivalent of 670 one-year full time construction jobs distributed over the years of active development, at an estimated average annual salary of \$50,000.

**X. TERM OF PLAN**

This Redevelopment Plan shall remain in full force and effect and shall be binding on the Developer and all landowners in the Redevelopment Area from the effective date of the ordinance approving this Redevelopment Plan and execution by the City of a Redevelopment Agreement to a date twenty-three (23) years thereafter. Tax abatement granted in accordance with this Redevelopment Plan that extend beyond such Redevelopment Plan's termination will survive such plan's termination.

**Y. CONFORMANCE OF PRIOR PROJECT APPROVALS**

The Developer proposes that the City of St. Louis shall, in the ordinances approving the Redevelopment Agreement by and between the City and the Developer for this Redevelopment Area, agree that it shall take any and all steps necessary to require that any Project previously approved by the City for any parcel within the Redevelopment Area under Chapters 99.300-99.660, 100.300-100.620 or 353.010-353.190 RSMo. 2000, as amended, including, but not limited to: Ordinance 68857 and any other previously approved redevelopment areas under Chapters 99, 100, or 353 located in whole or in part within the 634 North Grand Redevelopment Area or employing the incentives available under these Chapters, which has not secured a building permit from the City to proceed with construction as of the date of the ordinance approving the Redevelopment Plan and the Redevelopment Agreement, shall conform to the terms and conditions of the Redevelopment Plan as of the date of the approval of this Redevelopment Plan.

**Z. SEVERABILITY**

If any provision of this Redevelopment Plan is for any reason found to be unenforceable or inapplicable, the other provisions hereof will remain in full force and effect and in the same manner as if such unenforceable or inapplicable provision had never been contained in the Redevelopment Plan.

**APPENDIX I**  
**Individual Property Inventory**



<b>634 NORTH GRAND REDEVELOPMENT AREA</b>								
<b>PROPERTY INVENTORY</b>								
November 2015								
PARCEL ID	Address	Owner	Zoning	Area SF	Land Use	General Cond.	Bldg Cond	Year Built
10610000100	3520 DR SAMUEL T SHEPARD	TLG 634 N GRAND LLC	H	12,717	Surface Parking	Poor	N/A	N/A
10610000200	3514 DR SAMUEL T SHEPARD	TLG 634 N GRAND LLC	H	5,687	Surface Parking	Poor	N/A	N/A
10610000400	3500 DR SAMUEL T SHEPARD	THIRD BAP CH OF ST L	H	8,531	Surface Parking	Poor	N/A	N/A
10610000500	3501 WASHINGTON	THIRD BAP CH OF ST L	H	13,076	Mxd-Use Bldg	Fair	Fair	1965
10610000600	3511 WASHINGTON	TLG 634 N GRAND LLC	H	7,388	Surface Parking	Poor	N/A	N/A
10610000700	3519 WASHINGTON	TLG 634 N GRAND LLC	H	10,059	Surface Parking	Poor	N/A	N/A
10610000800	3517 WASHINGTON	THIRD BAP CH OF ST L	H	6,116	Surface Parking	Poor	N/A	N/A
10610000900	3525 WASHINGTON	THIRD BAP CH OF ST L	H	5,305	Surface Parking	Poor	N/A	N/A
10610001200	634 North Grand	TLG 634 N GRAND LLC	H	40,375	Office Bldg	Poor	Poor	1923
10610001300	3529 WASHINGTON	TLG 634 N GRAND LLC	H	1,152	Surface Parking	Poor	N/A	N/A
				<b>110,406</b>				
				2.53 Acres				

**APPENDIX II**  
**Economic Analysis**

City Tax Revenue (353 Plan Approved)									
Year	PILOT/Real Estate Taxes*	Commercial Surcharge Taxes*	Personal Property Taxes*	Sales Taxes**	Convention & Tourism Taxes	Restaurant Gross Receipts Taxes	Earnings/ Payroll Taxes	Utility Taxes	TOTAL City Tax Revenue
1	\$5,133	\$464	\$0	\$198,700	\$123,857	\$19,260	\$91,950	\$29,005	\$468,369
2	\$5,133	\$464	\$4,816	\$264,933	\$165,142	\$25,680	\$103,294	\$29,876	\$599,337
3	\$5,133	\$464	\$4,864	\$331,166	\$206,428	\$32,100	\$110,138	\$30,772	\$721,064
4	\$5,133	\$464	\$4,912	\$341,101	\$212,621	\$33,063	\$113,442	\$31,695	\$742,431
5	\$5,133	\$464	\$4,962	\$351,334	\$218,999	\$34,055	\$116,845	\$32,646	\$764,438
6	\$5,133	\$464	\$5,011	\$361,874	\$225,569	\$35,077	\$120,350	\$33,625	\$787,104
7	\$5,133	\$464	\$5,061	\$372,730	\$232,337	\$36,129	\$123,961	\$34,634	\$810,449
8	\$5,133	\$464	\$5,112	\$383,912	\$239,307	\$37,213	\$127,680	\$35,673	\$834,493
9	\$5,133	\$464	\$5,163	\$395,429	\$246,486	\$38,329	\$131,510	\$36,743	\$859,258
10	\$5,133	\$464	\$5,215	\$407,292	\$253,880	\$39,479	\$135,455	\$37,846	\$884,764
11	\$5,133	\$7,014	\$5,267	\$419,511	\$261,497	\$40,663	\$139,519	\$38,981	\$917,585
12	\$5,133	\$7,014	\$5,319	\$432,096	\$269,342	\$41,883	\$143,704	\$40,150	\$944,643
13	\$5,133	\$7,238	\$5,373	\$445,059	\$277,422	\$43,140	\$148,016	\$41,355	\$972,736
14	\$5,133	\$7,238	\$5,426	\$458,411	\$285,745	\$44,434	\$152,456	\$42,595	\$1,001,439
15	\$5,133	\$7,469	\$5,481	\$472,163	\$294,317	\$45,767	\$157,030	\$43,873	\$1,031,234
16	\$5,133	\$7,469	\$5,535	\$486,328	\$303,147	\$47,140	\$161,741	\$45,190	\$1,061,683
17	\$5,133	\$7,707	\$5,591	\$500,918	\$312,241	\$48,554	\$166,593	\$46,545	\$1,093,283
18	\$5,133	\$7,707	\$5,647	\$515,946	\$321,608	\$50,011	\$171,591	\$47,942	\$1,125,584
19	\$5,133	\$7,952	\$5,703	\$531,424	\$331,256	\$51,511	\$176,738	\$49,380	\$1,159,099
20	\$5,133	\$7,952	\$5,760	\$547,367	\$341,194	\$53,056	\$182,041	\$50,861	\$1,193,365
21	\$5,133	\$8,205	\$5,818	\$563,788	\$351,430	\$54,648	\$187,502	\$52,387	\$1,228,911
22	\$5,133	\$8,205	\$5,876	\$580,702	\$361,973	\$56,288	\$193,127	\$53,959	\$1,265,262
23	\$5,133	\$8,467	\$5,935	\$598,123	\$372,832	\$57,976	\$198,921	\$55,577	\$1,302,964
<b>Total</b>	<b>\$118,068</b>	<b>\$104,277</b>	<b>\$117,846</b>	<b>\$9,960,309</b>	<b>\$6,208,630</b>	<b>\$965,455</b>	<b>\$3,353,600</b>	<b>\$941,311</b>	<b>\$21,769,496</b>

\*Property Taxes include the City's General Fund Levy ONLY

\*\*Sales Tax includes levies for the City General Fund, Capital Improvements, City Transportation, City Recreation, and Sports & Entertainment ONLY

City Tax Revenue (353 Plan NOT Approved)									
Year	PILDT/Real Estate Taxes*	Commercial Surcharge Taxes*	Personal Property Taxes*	Sales Taxes**	Convention & Tourism Taxes	Restaurant Gross Receipts Taxes	Earnings/ Payroll Taxes	Utility Taxes	TOTAL City Tax Revenue
1	\$5,133	\$464	-	-	-	-	-	\$500	\$6,097
2	\$5,236	\$473	-	-	-	-	-	\$510	\$6,219
3	\$5,236	\$473	-	-	-	-	-	\$520	\$6,229
4	\$5,341	\$483	-	-	-	-	-	\$531	\$6,354
5	\$5,341	\$483	-	-	-	-	-	\$541	\$6,365
6	\$5,448	\$492	-	-	-	-	-	\$552	\$6,492
7	\$5,448	\$492	-	-	-	-	-	\$563	\$6,503
8	\$5,557	\$502	-	-	-	-	-	\$574	\$6,633
9	\$5,557	\$502	-	-	-	-	-	\$586	\$6,644
10	\$5,668	\$512	-	-	-	-	-	\$598	\$6,777
11	\$5,668	\$512	-	-	-	-	-	\$609	\$6,789
12	\$5,781	\$522	-	-	-	-	-	\$622	\$6,925
13	\$5,781	\$522	-	-	-	-	-	\$634	\$6,938
14	\$5,897	\$533	-	-	-	-	-	\$647	\$7,076
15	\$5,897	\$533	-	-	-	-	-	\$660	\$7,089
16	\$6,015	\$543	-	-	-	-	-	\$673	\$7,231
17	\$6,015	\$543	-	-	-	-	-	\$686	\$7,244
18	\$6,135	\$554	-	-	-	-	-	\$700	\$7,389
19	\$6,135	\$554	-	-	-	-	-	\$714	\$7,403
20	\$6,258	\$565	-	-	-	-	-	\$728	\$7,551
21	\$6,258	\$565	-	-	-	-	-	\$743	\$7,566
22	\$6,383	\$577	-	-	-	-	-	\$758	\$7,717
23	\$6,383	\$577	-	-	-	-	-	\$773	\$7,732
<b>Total</b>	<b>\$132,566</b>	<b>\$11,978</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$14,422</b>	<b>\$158,967</b>

\*Property Taxes include the City's General Fund levy ONLY

\*\*Sales Tax includes levies for the City General Fund, Capital Improvements, City Transportation, City Recreation, and Sports & Entertainment ONLY

**APPENDIX III**

**Urban Redevelopment Corporation Certificate**

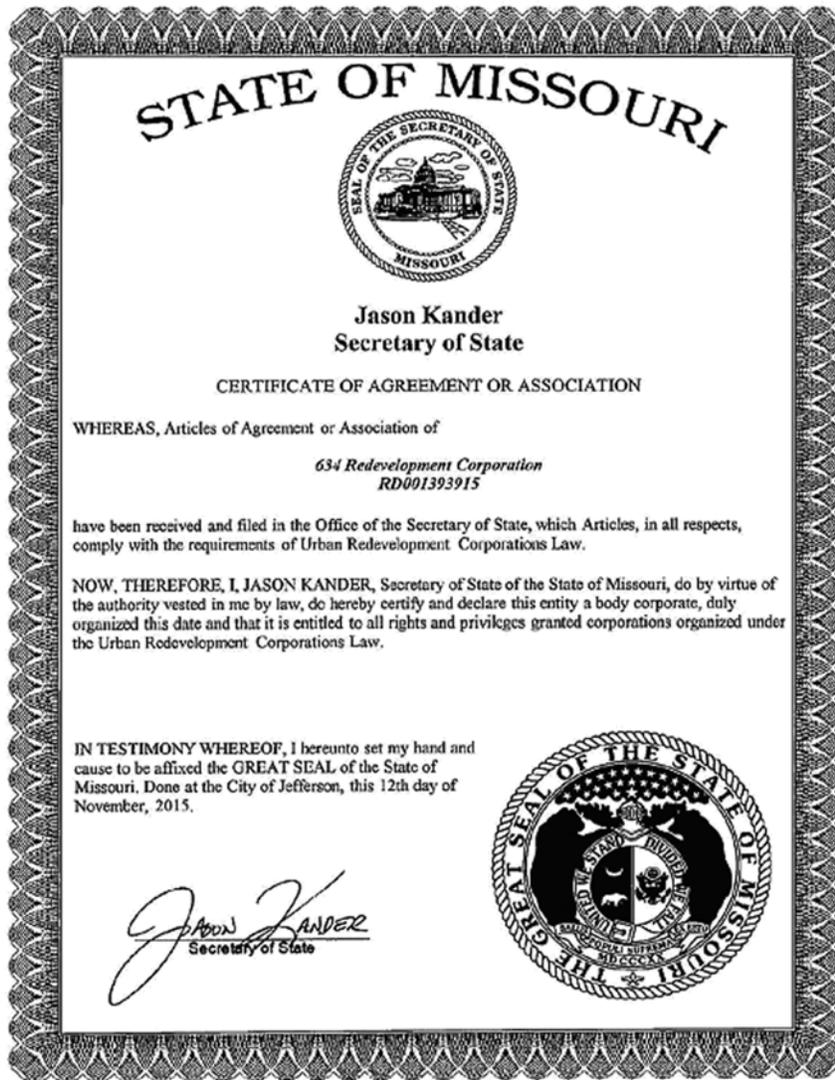


Exhibit C

## Redevelopment Agreement

THIS DEVELOPMENT AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (hereinafter referred to as the "Agreement"), between the CITY OF ST. LOUIS, MISSOURI (hereinafter referred to as the "City") and 634 REDEVELOPMENT CORPORATION, and its successors and assigns (hereinafter referred to as "Developer"), for the implementation of the Development Plan (hereinafter defined), submitted by Developer for the area set forth in Exhibit A, attached hereto and incorporated herein by reference.

**WHEREAS**, the Board of Aldermen of the City of St. Louis has enacted into law Ordinance No. \_\_\_\_ of which this Agreement is a part, approving the Development Plan, submitted by Developer, attached hereto as Exhibit B (herein referred to as the "Development Plan") and has determined that the clearance, redevelopment, replanning, rehabilitation and reconstruction provided for herein are necessary for the public convenience and necessity and that the approval of the Development Plan and the activities related hereto are necessary for the preservation of the public peace, health, safety, morals, and welfare; and

**WHEREAS**, the ordinance of which this Agreement is a part requires the undertaking and performance upon part of the Developer and of the City of various obligations; and

**WHEREAS**, said ordinance directs the Mayor of the City to enter into an Agreement with Developer providing for execution of the Development Plan; and

**WHEREAS**, 634 REDEVELOPMENT CORPORATION, the Developer, is a corporation formed under Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, and is now in good standing in the State of Missouri.

**NOW, THEREFORE**, the City and the Developer, for the consideration and mutual covenants hereinafter contained and described under the conditions set forth, do hereby agree as follows:

1. Items Incorporated into this Agreement. The provisions of Chapter 353 of the Revised Statutes of Missouri, 2000, as amended (the "Urban Redevelopment Corporations Law"), up to and including the date of the passage and approval of the ordinance of which this Agreement is a part, the provisions of St. Louis Ordinance No. \_\_\_\_\_ and the Development Plan are hereby incorporated by reference and made in whole a part of this Agreement.

2. Legal Description. The development area (hereinafter referred to as the "Redevelopment Area") is as set forth in Exhibit A attached hereto and incorporated herein by reference.

3. Developer Control. Developer shall have complete and exclusive control over the construction of the Development and the management and operation of the Development, in accordance with the provisions of the Development Plan.

4. Development Stages. The staging of the Development shall be as set forth in Section C of the Development Plan.

5. Development Timing. The Development shall be implemented as follows: The first development project, including completion of construction and substantial rent-up of the facility, will be completed within five (5) years following execution of this Agreement.

6. Delays/Extensions. Notwithstanding anything to the contrary contained herein, in the Development Plan or in the ordinance approving the Development Plan and of which this Agreement is a part, the times within which development activities are to commence or be completed will automatically be extended appropriately as a result of occurrences, events, actions or inactions not within the reasonable control of Developer, including without limitation construction delays, delays caused by competent legal authority, strikes, lock-outs, labor disputes, riots, fire, or other casualties, tornadoes, acts of God, acts of public enemy, accidents, governmental restrictions, unanticipated or unusual site conditions, priority regarding acquisition of or use of materials, litigation challenging the rights of Developer and/or the City, or other litigation involving the exercise by Developer of eminent domain to acquire the Redevelopment Area or in connection with any condemnation suite by Developer for acquisition of the Development Area or any part thereof, delays caused by the City, County, State or Federal governments or any failure to obtain requisite permits and/or approvals of City Boards, departments and commissions within the projected time frame.

7. Notice of Delay. Developer shall provide written notice to the City of such delay prior to the end of the period, or extension thereof, in which such action was to have been taken or completed. Said notice shall explain in detail the reason for such delay and the estimated date by which such action will be performed or commenced.

8. Extensions. In addition to any extension pursuant to Section 6 of this Agreement, and upon written request, from Developer, the City may grant extensions to time periods in which certain activities are to be undertaken by Developer.

9. Performance for Benefit of City. In the event Developer shall fail to meet any time limits, as extended, for commencement or completion of any activity, or performance of other obligations, the City, and only the City, may take the actions set forth in Section 10 and Section 20 of this Agreement, and no third parties shall have any rights or claims with respect to such failure.

10. Breach and Compliance. In the event of substantial noncompliance with this Agreement or the Development Plan, written notice of same may be delivered to Developer by the Mayor, and if Developer, after receipt of such notice, shall not have corrected such substantial noncompliance within forty-five (45) days after receipt of said notice (unless the time for such correction is further extended by the Board of Public Service upon written petition of Developer), or, in the case of alleged substantial noncompliance which cannot reasonably be corrected within forty-five (45) days, if Developer, after receipt of such notice shall have not commenced and continued to diligently pursue the correction of such noncompliance, then the Mayor may, in his discretion, petition the Board of Public Service to cancel, void and terminate this Agreement and all rights of the Developer hereunder in whole or in part.

If the Mayor does so petition the Board of Public Service, notice of said petition shall be given to Developer by the City. No sooner than fifteen (15) days after notice of said petition is given to the Developer, the Board of Public Service shall hold a hearing on the petition, following which it may, at its option, but only if it finds that there was such substantial noncompliance and that Developer has failed to timely cure same, or to timely commence and diligently pursue a cure of same, as the case may be, cancel, void, and terminate this Agreement and all rights of Developer hereunder in whole or in part.

11. Building Maintenance. After acquisition of any portion of the Redevelopment Area, Developer shall maintain or cause to be maintained the acquired property, and any such adjacent public property in the Redevelopment Area that is required under the ordinances of the City to be maintained by an adjacent property owner, in a good state of repair commensurate with the building code and ordinances of the City. After acquisition of any portion of the Redevelopment Area, Developer shall be obligated to secure the acquired buildings until commencement of rehabilitation or reconstruction.

12. Developer's Compliance with City Procedures. Developer shall obtain all necessary permits and approvals as prescribed by law and be subject to all lawful inspections and perform such necessary acts as are required under the ordinances of the City, including the ordinance of which this Agreement is a part. Approval of necessary permits by the City shall not be unreasonably withheld.

13. City Access to Development Project. After acquisition of any portion of the Redevelopment Area, Developer shall cooperate and permit access to such portion of the Redevelopment Area and the development projects for the acts, representatives, or other officials of the City during business hours and upon reasonable notice.

14. City Actions. The City agrees to cooperate with Developer in carrying out the Development Plan and this Agreement and with due diligence will perform each and every act required of it under the Development Plan and this Agreement.

15. Tax Abatement. (a) Pursuant to Section 353.110.2, R.S. Mo. 2000 and upon compliance with the terms and conditions of Section 11.06.300 and Section 11.06.310 of the Revised Code of the City of St. Louis, 1980, all real property within the Development Area, acquired by the Developer or conveyed to its successors and assigns as set forth in Subsection 15(c) hereof and used in accordance with the Development Plan, shall be subject for a period of ten (10) years or such lesser period as the Developer may determine from time to time with respect to any one or more parcels within the Development area, to assessment or payment of general ad valorem property taxes imposed by the City or State or any political subdivision thereof in the manner provided by Section 353.110.1, R.S. Mo. 2000, and said Section is incorporated herein by reference. Such tax abatement shall commence on January 1st of the year following the transfer of title of such real property to the Developer. For the next thirteen (13) years or such lesser period as the Developer may determine from time to time with respect to any one or more parcels within the Development Area, ad valorem taxes upon such real property shall be measured by the assessed valuation thereof as determined by the assessor upon the basis of not to exceed fifty percent (50%) of the true value of such real property so long as the real property is owned by the Developer or its successors and assigns as set forth in Subsection 15(c) hereof and used in accordance with the Development Plan. After a period totaling twenty-three (23) years, or such lesser period as may have been determined by Developer as above provided, such real property shall be subject to assessment and payment of all ad valorem taxes, based on the full true value of the real property; provided, that after the completion of the redevelopment project, as authorized by law or ordinance, whenever any urban redevelopment corporation shall elect to pay full taxes, or at the expiration of the period, such real property shall be owned and operated free from any of the conditions, restrictions or provisions of Section 353, R.S. Mo. 2000, and of any ordinance, rule or regulation adopted pursuant thereto, any other law limiting the right of domestic and foreign insurance companies to own and operate

real estate to the contrary notwithstanding. Notwithstanding the foregoing, the Developer will work with the City to establish such amounts and terms of tax abatement in the individual Parcel Development Agreements (as such term is defined in the Development Plan) that are anticipated to be the minimum amounts necessary to provide for the feasibility of each development project within the Redevelopment Area. In the event that the Developer and the City agree that the full terms and amount of tax abatement authorized by this Section 15 are not needed for a particular development project, tax abatement may be granted by the Developer in such lesser amount and/or for such lesser time period as determined by the Developer. The Developer will work with the City to carefully evaluate individual development projects requesting tax abatement with the objective of establishing a level of tax abatement that is sufficient to enable project feasibility given development costs and risks without unnecessary negative impacts on the City's tax base. Further, tax abatement may be waived, at the Developer's option, in the event that TIF financing is utilized for a particular development.

(b) Formerly Tax Exempt Properties. In the event that any such real property is tax exempt immediately prior to its acquisition by the Developer, the Assessor of the City of St. Louis shall promptly assess such land, exclusive of improvements, at such valuation as shall conform, to but not exceed, the assessed valuation made during the preceding calendar year of other land, exclusive of improvements, adjacent thereto. The amount of such assessed valuation so fixed by the City Assessor shall not be increased by the City Assessor during the ten (10) year period next following the date upon which the Developer acquired such property or such lesser period as the Developer may determine from time to time with respect to any one or more parcels within the Development Area, so long as such real property is used in accordance with the Development Plan. If tax abatement granted by the Developer is for less than ten (10) years, the assessed valuation may be increased by the City Assessors at the end of such lesser tax abatement period.

(c) Conveyance of Tax Abatement. The Developer may sell or otherwise dispose of any or all of the real property acquired by it for the purposes of this project. In the event of the sale or other disposition of such property, whether by foreclosure of any mortgage or other lien, through bankruptcy proceedings, by order of any court of competent jurisdiction, by voluntary transfer or otherwise, and so long as the purchaser of such real property shall continue to use, operate and maintain such real property in accordance with the Development Plan, such real property shall continue to be entitled to tax abatement as described in Subsection 15(a) hereof (or Subsection 15(b) hereof), and any applicable Parcel Development Agreement (as such term is defined in the Development Plan), as the case may be; and this shall continue following any subsequent sales or other dispositions of such property by the Developer's successors and assigns until expiration of the period provided for in Section 353.110, R.S.Mo. 2000, or such lesser period as may be set forth in the applicable Parcel Development Agreement.

(d) Breach or Withdrawal. If any portion of the real property receiving tax abatement is not used, operated, and maintained in accordance with the Development Plan and any amendments thereto, or in the event that the transferee does not desire the property to continue under the Development Plan and any amendments thereto, such portion of the real property shall be assessed for ad valorem taxes upon the full true value of the real property and may be owned and operated free from any of the conditions, restrictions, or provisions of Chapter 353 of the Revised Statutes of Missouri, 2000, Section 11.06 of the Revised Code of the City of St. Louis, as amended, and the ordinance approving the Development Plan, but will not constitute a withdrawal of other parcels of property from the benefits of Chapter 353 of the Revised Statutes of Missouri, 2000, Section 11.06 of the Revised Code of the City of St. Louis, as amended, or said ordinance. A breach of any covenant or obligation imposed by Chapter 353 of the Revised Statutes of Missouri, 2000, or Section 11.06 of the Revised Code of the City of St. Louis, as amended, by any owner will not constitute a breach by any other owner in the Development Area, and each parcel of property will be treated separately for this purpose.

(e) Currently Exempt Property. Any real property within the Development Area which is otherwise exempt from property taxes pursuant to Section 137.100(5), R.S.Mo. 2000, shall not be affected by Section 15 hereof.

16. [RESERVED]

17. Earnings Limitation on Development. The net earnings of Developer from the Development shall be limited as provided in Section 353.030 of the Revised Statutes of Missouri, 2000, and Developer shall comply in all respects with the provisions of Section 353.030 of the Revised Statutes of Missouri, 2000. In addition to all other applicable laws, no dividend shall be distributed to the shareholders of the Developer unless and until a Certificate of Completion has been issued by the City.

18. Developer's Right to Transfer Property. Developer reserves the leave to sell, assign, transfer, lease, mortgage and convey any property or any part thereof or interest therein which it may acquire within the Redevelopment Area, to any person, corporation, partnership, public authority, joint venture or other entity, including, without limitation, any affiliate of Developer, either before or after completion of the development activities as herein provided. In the event of the conveyance, by sale or otherwise, of all or a part of the Redevelopment Area, or the Development thereon, within \_\_\_\_\_ ( ) years of the effective date of the

Ordinance approving the Development Plan and of which this Agreement is a part, Developer, its successors and assigns, covenants that it shall notify the City at least fifteen (15) days in advance of the closing of such sale or conveyance. All such transfers prior to completion of the acquisition, construction and completion of improvements to the Redevelopment Area, however, shall be subject to the requirements of the Development Plan, Ordinance No. \_\_\_\_\_, this Agreement and the ordinance of which this Agreement is a part, to complete the development activities called for in the Development Plan with respect to such property. All such transfers, before or after completion of the development activities, shall be subject to the covenants set forth in Section 26 of this Agreement.

19. Performance Bonding. Developer has demonstrated its financial capability to undertake and complete the acquisition of the Redevelopment area. The covenants of Developer contained herein are therefore deemed sufficient to assure acquisition of the Redevelopment Area and there shall be no requirement on the part of the Developer for performance bond or other surety respecting acquisition of the Redevelopment Area or performances required by this Agreement.

20. Liquidated Damages. Notwithstanding the City's right to terminate for substantial non-compliance consistent with Paragraph 10 hereof, liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each month of delay may be assessed in favor of the City upon failure of Developer to complete the first development project within the time period provided for in Section 5 hereof, except as said time may be extended automatically hereunder or by the Board of Public Service for good cause and except as provided for in Section 6 and Section 28 of this Agreement, or upon failure of Developer to comply with the other requirements, covenants and conditions herein. Periods of less than one (1) month shall be assessed upon a basis proportionate to the number of days in the period. The City shall be entitled to enforce the terms of this provision by civil action.

21. Certificate of Completion. Developer shall request, in writing, after completion of any phase or any part of the Development, in accordance with the approved Development Plan, that the President of the Board of Public Service issue a Certificate of Completion on such phase or part of the Development. Upon receipt of such request, the President of the Board of Public Service shall conduct his investigations and if the President determines that Developer has substantially completed such phase or part of the Development in accordance with the Development Plan, the President shall issue a Certificate of Completion. However, in the event the President of the Board of Public Service determines that such phase or part of the Development has not been substantially completed in accordance with the approved Development Plan, the President shall forthwith transmit notice by certified or registered mail, return receipt requested, to Developer, stating the reasons for the finding that there has not been substantial compliance with the approved Development Plan. Failure to so notify Developer within thirty (30) days after receipt of said written request shall be deemed a Certificate of Completion. Developer shall have one hundred and eighty (180) days after the transmission of such notice by the President of the Board of Public Service (or such longer period as may be permitted under Section 6 hereof) within which to correct any such failure to substantially complete the Development, or the applicable phase or part thereof, in accordance with the Development Plan.

22. Relocation Benefits. Developer shall provide relocation benefits in accordance with Section 11.05 of the Revised Code of the City of St. Louis, as amended, unless the provisions of the Federal Uniform Relocation Act are applicable to such displacement and relocation, in which case the provisions of the Uniform Relocation Act shall apply.

23. Fair Employment Practices. The Developer, for itself, its successors and assigns, admits the language, intent, and purpose regarding fair employment practices contained in Ordinances Nos. 47957 and 57173 of the City of St. Louis and admits and agrees that said language, intent, and purposes apply to the Development Plan and that the Developer will be bound hereby, and Developer agrees that it will comply with the overall terms and spirit of said Ordinances.

24. Nondiscrimination in Facilities. The Developer, for itself, its successors, and assigns, will at all times make all facilities in the Redevelopment Area under Developer's control available to the general public without regard to race, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry.

25. Modifications. The terms, conditions and provisions of this Agreement and the Development Plan can be neither substantially modified, nor eliminated, except by mutual agreement in writing between the City and Developer; provided, however, that this Agreement shall not be construed as an enlargement of the authority conferred upon the City by Chapter 353 of the Revised Statutes of Missouri, 2000, as amended.

26. Term of Use Limitation. Developer, for and on behalf of itself and its successors and assigns, covenants that the uses in the Redevelopment area shall be limited to the uses described in the Development Plan for a period of twenty-five (25) years from the effective date of the ordinance approving the Development Plan and of which this Agreement is a part.

27. Term of Agreement. This Agreement shall remain in full force and effect for twenty-five (25) years whereupon this Agreement shall terminate and become null and void, provided that all development as herein described has been completed and so certified by the Board of Aldermen. The right and privileges given to Developer by this Agreement and the duties and obligations

imposed on Developer shall apply only to the development projects described in the Development Plan. Notwithstanding anything herein to the contrary, any liability of either party hereto to the other accruing prior to the termination of this Agreement and remaining unsatisfied at the time of such termination, shall continue and remain actionable beyond such date of termination subject to applicable statutes of limitations.

28. Invalidation or Cancellation of Agreement by Developer. In the event that Developer shall be prohibited from performing the covenants and agreements herein contained, or contained in the Development Plan, by the order of any governmental agency or other authority of competent jurisdiction, or Court, or in the event that Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, or Ordinance No. \_\_\_\_\_, or the ordinance of which this Agreement is a part, shall be declared invalid in whole or in part, or shall be amended in whole or in part, and Developer is denied exercise of eminent domain available to Developer under said laws, or if Developer determines, in its sole discretion, that the acquisition costs of the Redevelopment Area will render the Development Plan economically infeasible, then and in any such event, Developer may cancel or terminate this Agreement by giving written notice of its intention to do so to the City within the sixty (60) day period after the event giving rise to such right.

29. Hold Harmless. Developer hereby agrees that, anything to the contrary herein notwithstanding, it will hold harmless and defend the City against any and all claims, loss, damage, injury and liability however caused, resulting from, arising out of or in any way connected with the matters set forth in the Development Plan, this Agreement, or the ordinance of which this Agreement is a part, other than claims, loss, damage, injury and liability caused by or contributed to, or resulting from any intentional acts or alleged intentional acts or negligence or alleged negligence on the part of any officer, employee or agent of the City.

30. Notice. Whenever notice other communication is called for herein to be given or is otherwise given pursuant hereto, it shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

Mayor, City of St. Louis:  
City Hall  
1200 Market St.  
St. Louis, MO 63103

With a copy to:

City Counselor  
City of St. Louis  
City Hall  
1200 Market St.  
St. Louis, MO 63103

If to Developer:

634 Redevelopment Corporation  
c/o Steve Smith, President  
The Lawrence Group  
319 North Fourth Street, Suite 1101  
St. Louis, MO 63102

With a copy to:

William J. Kuehling  
Thompson Coburn LLP  
One US Bank Plaza  
St. Louis, MO 63101

All said notices by mail shall be deemed given upon receipt. A change or addition of designated officers or addresses may be effected by providing written notice of such change or addition to the other party.

31. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid



Approved: March 22, 2016

**ORDINANCE #70245**  
**Board Bill No. 270**

An ordinance pertaining to parking within the "Gerhart Lofts Building Residential Parking District," including residents of 3900-3914 Laclede; authorizing the Traffic and Transportation Administrator to designate the location and restrictions for curb parking of residential parking zones within the south side of 3900 Laclede, the "Gerhart Lofts Building Residential Parking District" daily, between the hours of 12:01 a.m. and 11:59 p.m.; authorizing the placement of "Residential Permit Parking Only" signs within the District; authorizing Traffic and Transportation Administrator or its designee to issue parking permits; prohibiting the parking, within the Gerhart Lofts Building Residential Parking District, of any vehicle which does not display the authorized permit; and exempting residential disabled parking permits issued by Traffic and Transportation Administrator under to the provisions of Ordinance 65142; containing definitions, a penalty clause, and a severability clause.

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

**SECTION ONE. Definitions.**

- A. "Gerhart Lofts Building" is that certain building located at 3900-3912 Laclede Avenue and 1-17 South Vandeventer Avenue.
- B. "Gerhart Lofts Building Residential Parking District" is the area along the southern side of 3900-3914 Laclede Avenue City Block 3919.04 consisting of the parking spaces between Vandeventer Avenue and Sarah Street.
- C. "Parking Permit" is a valid resident or visitor parking permit issued for the Gerhart Lofts Building Residential Parking District by the Traffic and Transportation Administrator of the City of St. Louis or its designee.
- D. "Person" shall mean an individual, company, corporation, partnership, association, or other lawfully created entity.
- E. "Property owner" is the person that owns the Gerhart Lofts Building.
- F. "Resident" is a person who resides in the Gerhart Lofts Building.
- G. "Residential Parking Zone" is any street, or any portion of a street, within the boundaries of the Gerhart Lofts Building Residential Parking District which is designated and posted by the Traffic and Transportation Administrator as a residential parking zone with specific parking restrictions.
- H. "Visitor" is any person who is a household guest, a visitor, a worker performing services for, or domestic help for, a resident.

**SECTION TWO. Designation of Residential Parking Zones.**

The Traffic and Transportation Administrator is hereby authorized to designate the location of, erect signage for, and enforce restrictions for curb parking of residential parking zones within the Gerhart Lofts Building Residential Parking District on any street, or any portion of a street, when the property owner indicates to the Traffic and Transportation Administrator that the property owner desires a street, or a portion of a street, to be made a residential parking zone and when the Alderman from the ward wherein the street is located indicates that such Alderman recommends the designation.

**SECTION THREE. Permit Issuance.**

The Traffic and Transportation Administrator may issue parking permits to residents. The Traffic and Transportation Administrator may contract with a Missouri nonprofit corporation, at no cost to the City, for the procurement, assignment, and distribution of the parking permits, and the procurement and installation of necessary signage.

**SECTION FOUR. Permit Use.**

When signs are erected upon streets in residential parking zones within the Gerhart Lofts Building Residential Parking District designating "Residential Permit Parking Only" during certain hours of the day on certain days, no person shall park or cause

to be parked any vehicle during such hours of such days that does not display a valid parking permit.

**SECTION FIVE. Disabled Parking.**

The provisions of this ordinance shall not supersede or diminish the authority of the Traffic and Transportation Administrator, upon the recommendation of the Commissioner for the Disabled, to issue, under the provisions of Ordinance 65142, a residential disabled parking permit for any parking space within the Gerhart Lofts Building Residential Parking District.

The holder of a residential disabled parking permit shall be exempt from the provisions of this ordinance.

**SECTION FIVE. Penalty for Violation.**

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

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

**SECTION FIVE. Severance.**

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

**Approved: March 22, 2016**

**ORDINANCE #70246  
Board Bill No. 271**

An ordinance pertaining to parking within The Buckingham Court Residential Parking District, revising Ordinance 66386 (currently codified at Chapter 17.101 of the Revised Code of the City of St. Louis) to expand the District, authorizing the Traffic and Transportation Administrator to designate the location and restrictions for curb parking of residential parking zones within the east side of North Kingshighway, between the intersection of Kingshighway and Laclede Avenue and the northern property line of 20 North Kingshighway.

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

**SECTION ONE. Repeal of subsection A of Section One of Ordinance 66386.**

Subsection A of Section One of Ordinance 66386 (codified as Subsection A of Section 17.101.010 of the Revised Code of the City of St. Louis) is hereby repealed.

**SECTION TWO. Definitions.**

A new Subsection A of Section One of Ordinance 66386, which shall replace the current Subsection A of Section 17.101.010 of the Revised Code of the City of St. Louis, is hereby enacted and shall read as follows:

“The Buckingham Court Residential Parking District” means the area beginning at the west curblin of North Court at the intersection of North Court and West Pine; thence south along the west curblin of North Court to Buckingham Court; thence west along the north and south curblin of Buckingham Court to Laclede Avenue; thence east along the north curblin of Laclede Avenue to its intersection with South Court and shall include the eastern curblin of North Kingshighway from the intersection of Laclede Avenue north to the northern property line of 20 North Kingshighway (Parcel Number 3884.23).

**Approved: March 22, 2016**

**ORDINANCE #70247**  
**Board Bill No. 275**

An ordinance approving a Redevelopment Plan for the 4500 and 4510 Delmar Blvd. ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated April 23, 2013 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

**WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4500 and 4510 Delmar Blvd.," dated April 23, 2013 consisting of a Title Page, a Table of Contents Page, and Seventeen (17) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

**WHEREAS**, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin,

sex, marital status, age, sexual orientation or physical handicap; and

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4500 and 4510 Delmar Blvd. Area.

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated April 23, 2013, ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

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

Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

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

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

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

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

corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

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

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

**ATTACHMENT "A"**

**THE 4500 AND 4510 DELMAR BLVD. AREA  
LEGAL DESCRIPTION**

**PARCEL #1**

C.B. 4556 DELMAR  
50 FT 6 IN X 146 FT  
LINDELL 2ND ADDN  
LOT PT 67  
BND S 164 FT 1 3/8 IN N OF WASHINGTON

**PARCEL # 4556-00-0150**

**PARCEL #2**

C.B. 4556 DELMAR  
200 FT X 146 FT  
DELMAR BLVD CONSOLID PLAT  
BND W-100 FT TAYLOR AVE

**PARCEL #4556-00-0125**

**ATTACHMENT "B"  
Form: 1/14/16**

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
4500 and 4510 DELMAR BLVD. REDEVELOPMENT AREA  
PROJECT# 1728  
April 23, 2013  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
4500 and 4510 DELMAR BLVD. REDEVELOPMENT AREA**

	<u>PAGE</u>
<b>A. EXISTING CONDITIONS AND FINDING OF BLIGHT</b> .....	1
1. DELINEATION OF BOUNDARIES .....	1
2. GENERAL CONDITION OF THE AREA .....	1
3. PRESENT LAND USE OF THE AREA .....	1
4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES .....	1
5. CURRENT ZONING .....	2
6. FINDING OF BLIGHT .....	2
<b>B. PROPOSED DEVELOPMENT AND REGULATIONS</b> .....	2
1. DEVELOPMENT OBJECTIVES .....	2
2. PROPOSED LAND USE OF THE AREA .....	2
3. PROPOSED ZONING .....	2
4. RELATIONSHIP TO LOCAL OBJECTIVES .....	3
5. PROPOSED EMPLOYMENT FOR THIS AREA .....	3
6. CIRCULATION .....	3
7. BUILDING AND SITE REGULATIONS .....	3
8. URBAN DESIGN .....	4
9. PARKING REGULATIONS .....	5
10. SIGN REGULATIONS .....	5
11. BUILDING, CONDITIONAL USE AND SIGN PERMITS .....	5
12. PUBLIC IMPROVEMENTS .....	5
<b>C. PROPOSED SCHEDULE OF DEVELOPMENT</b> .....	6
<b>D. EXECUTION OF PROJECT</b> .....	6
1. ADMINISTRATION AND FINANCING .....	6
2. PROPERTY ACQUISITION .....	6
3. PROPERTY DISPOSITION .....	6
4. RELOCATION ASSISTANCE .....	7
<b>E. COOPERATION OF THE CITY</b> .....	7
<b>F. TAX ABATEMENT</b> .....	7
<b>G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS</b> .....	8
1. LAND USE .....	8
2. CONSTRUCTION AND OPERATIONS .....	8
3. LAWS AND REGULATIONS .....	8
4. ENFORCEMENT .....	9
<b>H. MODIFICATIONS OF THIS PLAN</b> .....	9
<b>I. DURATION OF REGULATION AND CONTROLS</b> .....	9
<b>J. EXHIBITS</b> .....	9

K. SEVERABILITY ..... 9

**EXHIBITS**

- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN - EXISTING USES AND CONDITIONS
- "C" PROJECT AREA PLAN - PROPOSED LAND USES
- "D" PROJECT AREA PLAN - ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4500 and 4510 DELMAR BLVD. Redevelopment Area ("Area") encompasses approximately 1.01 acres in the Central West End neighborhood of the City of St. Louis ("City") and is located on the south side of Delmar Blvd. between N. Taylor Ave. and Walton Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 4556.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 9.2% unemployment rate for the City for the month of February, 2013. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

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

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 11.96 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

None of the property within the Area is occupied and the Area is in the conditions described in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300-99.715 et seq. RSMo, as amended (the "Land Clearance for

Redevelopment Authority Law”) as evidenced by the Blighting Report attached hereto, labeled Exhibit “F” and incorporated herein by this reference.

## **B. PROPOSED DEVELOPMENT AND REGULATIONS**

### **1. DEVELOPMENT OBJECTIVES**

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

### **2. PROPOSED LAND USE OF THE AREA**

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

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

### **3. PROPOSED ZONING**

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

### **4. RELATIONSHIP TO LOCAL OBJECTIVES**

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

### **5. PROPOSED EMPLOYMENT FOR THE AREA**

There are 5-8 retained full-time jobs expected in this Area because of the proposed redevelopment.

### **6. CIRCULATION**

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

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

### **7. BUILDING AND SITE REGULATIONS**

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior of the structures in the Area in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design. There shall be no barring, boarding, or covering of windows. All mechanical systems (HVAC, electrical of at least 200 amps, and plumbing) shall meet current building codes of the City.
- 2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.
- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

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

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

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

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

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

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

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

existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

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

## **G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

### **1. LAND USE**

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

### **2. CONSTRUCTION AND OPERATIONS**

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

### **3. LAWS AND REGULATIONS**

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

### **4. ENFORCEMENT**

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

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"**

**THE 4500 and 4510 DELMAR BLVD. AREA  
LEGAL DESCRIPTION**

**PARCEL #1**

C.B. 4556 DELMAR  
50 FT 6 IN X 146 FT  
LINDELL 2ND ADDN  
LOT PT 67  
BND S 164 FT 1 3/8 IN N OF WASHINGTON

**PARCEL # 4556-00-0150****PARCEL #2**

C.B. 4556 DELMAR  
200 FT X 146 FT  
DELMAR BLVD CONSOLID PLAT  
BND W-100 FT TAYLOR AVE

**PARCEL #4556-00-0125**

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the



and would take significant investment to bring up to code.

The subject property \_\_\_\_\_ does  does not constitute a social liability

If answer is yes, explain: \_\_\_\_\_

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

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

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

The subject property \_\_\_\_\_ is  is not detrimental because of high density of population.

If answer is yes, explain: \_\_\_\_\_

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

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

ORDINANCE NO. 70247 - EXHIBITS B, C & D



**Exhibit B**  
**Project Area Plan**  
4500 and 4510 Delmar Blvd. Redevelopment Area  
**Existing Uses and Conditions**  
Unoccupied Commercial Use, Fair Condition  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit C**  
**Project Area Plan**  
4500 and 4510 Delmar Blvd. Redevelopment Area  
**Proposed Land Uses**  
Commercial Use  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit D**  
**Project Area Plan**  
4500 and 4510 Delmar Blvd. Redevelopment Area  
**Project Acquisition Map**  
Parcel Number  
Project Area Boundary  
Buildings  
City Block Number



Approved: March 22, 2016

**ORDINANCE #70248**  
**Board Bill No. 280**  
**Committee Substitute**

An Ordinance repealing Ordinance 69183 and making certain technical corrections, regulatory updates, and clarifications to The Firefighters' Retirement Plan of St. Louis, as set forth in Ordinance No. 69245, as amended by Ordinance No. 69353, and as codified in Chapter 4.19 of the Revised Code of the City of St. Louis.

**WHEREAS**, on July 28, 2012 the City adopted Ordinance 69245, establishing The Firefighters' Retirement Plan of St. Louis.

**WHEREAS**, pursuant to Section 4.19.160 of Ordinance 69245, the City reserved the right to amend The Firefighters' Retirement Plan of St. Louis at any time.

**WHEREAS**, on December 28, 2012 the City adopted Ordinance 69353, amending The Firefighters' Retirement Plan of St. Louis.

**WHEREAS**, the City wishes to further amend The Firefighters' Retirement Plan of St. Louis to make certain technical corrections, regulatory updates, and clarifications.

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

**Section One.** Ordinance No. 69183, which amended governance provisions of The Firemen's Retirement System, is hereby repealed.

**Section Two.** The last sentence of Subsection C of Section Two of Ordinance 69353 is hereby amended to read in its entirety as follows:

Sick leave accumulated before February 1, 2013, if any, shall be credited for purposes of the FRS to the extent applicable under the FRS without regard to this Ordinance.

**Section Three.** The fourth sentence of Subsection B of Section 4.19.010 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended to read as follows:

Except as expressly provided herein, the provisions of subsections 4.19.060(A) through (F), governing pension benefits of Grandfathered Participants, are independent of the provisions of subsections 4.19.050(A) through (G) relating to Participants hired on and after the Effective Date.

**Section Four.** Subsection B of Section 4.19.010 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended by adding a new paragraph to the end of said subsection to read as follows:

Notwithstanding anything to the contrary, no participant of the FRP shall receive a pension or retirement allowance from any other pension or retirement system supported wholly or in part by the City or the state of Missouri because of years of service for which they are entitled to benefits under the FRS nor shall they be required to make contributions under any other pension or retirement system of the City or the state of Missouri.

**Section Five.** Subsection B of Section 4.19.020 of Ordinance 69245 is hereby repealed and replaced with the following:

B. Actuarial Equivalent. The actuarial equivalent amount for benefit form options and reduced retirements determined on the basis of the RP 2000 combined healthy mortality projected to 2015 (static table) Mortality Table and an assumed annual rate of investment return of 7.625%.

For all other actuarial equivalent calculations, the actuarial equivalent amount determined on the basis of the RP 2000 combined healthy mortality, projected to 2015 (static table) Mortality Table and an assumed annual rate of investment return of 7.625%, or on the basis of such mortality tables and interest rate as shall be adopted by the Board of Trustees upon recommendation of the Plan's Actuary and applied prospectively.

**Section Six.** Subsection F of Section 4.19.020 of Ordinance 69245 is hereby amended to read as follows:

F. Average Final Compensation or Average Final Earnings. The average final compensation, also referred to as the average final earnings, of the Participant during his last five years of Covered Employment; or if he has less than five years of such service, the average final compensation paid during his entire period of Covered Employment. The Final Average Compensation of a Grandfathered Participant shall be based on the last two years of Covered Employment, instead of the last five years. Compensation means the regular annual rate of compensation that a Participant would earn on the basis of the stated compensation for his rank or position.

**Section Seven.** Section 4.19.020 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended by adding a new subsection K and by changing the designation of existing subsections K through CC to L through DD. The new subsection K shall read as follows:

K. Consumer Price Index. The consumer price index (United States Average Index) for urban consumers, or its successor index approved by the Board of Trustees, as defined and officially reported by the U.S. Department of Labor. The cost of living factor shall be the change in the specified CPI for the applicable 12 month period set by the Board of Trustees for the purpose of promoting consistency with the Consumer Price Index used by the Firemen's Retirement System of St. Louis, rounded to the nearest one-tenth of one percent.

**Section Eight.** The following new paragraph is added to the end of former Subsection CC (now Subsection DD) of Section 4.19.020 of Ordinance 69245:

A domestic partner shall not be treated as a widow(er) for purposes of subsections 4.19.100(B) (required minimum distributions), 4.19.110(C) (domestic relations orders) and 4.19.110(D) (rollovers).

**Section Nine.** The first paragraph of Subsection B of Section 4.19.030 of Ordinance 69245, as amended by Ordinance 69353 is hereby amended to read as follows:

B. Employee Contributions. The Board of Trustees shall certify to the fire commissioner, and the fire commissioner shall cause to be deducted from the compensation of each Participant each pay period, and remitted to the Trustee, eight percent of the compensation of each Participant with at least twenty full Years of Service as of the Effective Date, and nine percent of the compensation of each Participant with fewer than twenty full Years of Service as of the Effective Date. Such contributions shall be credited to the Accumulated Contributions account of the Participant. Contributions by each Participant with fewer than twenty full Years of Service as of the Effective Date shall be treated as employer before-tax ("pick-up") contributions paid by the Employer in lieu of contributions by the Employee under Section 414(h)(2) of the Code solely for purposes of the Internal Revenue Code of 1986, as amended. Contributions by Participants with at least twenty full Years of Service as of the Effective Date shall be treated as after-tax employee contributions.

**Section Ten.** The first sentence of Subsection C of Section 4.19.040 of Ordinance 69245 is hereby amended to read as follows:

C. Absence in Military Service. If, at any time since first becoming a Participant in the Plan, a Participant has performed qualified military service as defined by 26 U.S.C. § 414(u)(5) and has subsequently been reinstated as a firefighter within the period of time required by 38 U.S.C. § 4312(e), he shall be granted credit for such service as if his service in the Fire Department of the City had not been interrupted by his induction into the armed forces of the United States, and as if he had made the required contributions during such service.

**Section Eleven.** Subsection C of Section 4.19.040 of Ordinance 69245 is hereby amended by adding new paragraphs at the end of this subsection to read as follows:

In the case of a Participant who dies while performing qualified military service as defined in 26 U.S.C. § 414(u)(5), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death. In any event, a deceased member's period of qualified military service must be counted for vesting purposes.

Only to the extent required by Code Section 414(u)(12) and only in the event that the City elects to pay differential wage payments, an individual who receives differential wage payments (as defined under Code Section 3401(h)(2)) shall be treated as employed by the Fire Department of the City, and the differential wage

payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

**Section Twelve.** Section 4.19.040 of Ordinance 69245, as amended by Ordinance 69353, regarding service, is hereby amended by adding new subsections E and F at the end to read as follows:

E. Transfer of Creditable Service. The transfer of creditable service shall be in accordance with the provisions of Section 105.691 of the Missouri Revised Statutes, as amended, or as the same may from time to time be amended. The Board of Trustees may enter into cooperative agreements to transfer creditable service between the Plan and any other retirement plan established by the state of Missouri or any political subdivision or instrumentality of the state when a Participant who has been employed in a position covered by one plan is employed in a position covered by another plan.

F. Purchase of Creditable Service. A participant may contribute or have transferred to the fund an amount to be utilized to purchase an additional period of creditable service determined using the accepted actuarial methods of the Plan in accordance with the provisions of Section 105.691 of the Revised Statutes of Missouri, as amended, or as the same may from time to time be amended, and pursuant to policies adopted by the Board of Trustees, which are incorporated herein by reference. In addition, participants may purchase creditable service for an amount determined using the actuarial methods of the plan pursuant to policies adopted by the Board of Trustees, which are incorporated by reference and may be amended from time to time.

**Section Thirteen.** Subsection E of Section 4.19.050 of Ordinance 69245 is repealed and in lieu thereof a new subsection E of Section 4.19.050 is enacted to read as follows:

E. Cost of Living Increases. Following a Participant's Annuity Starting Date, benefits paid to such Participant pursuant to subsections (A) and (B) of this Section (but not any other provisions) shall be increased as of each October 1, with the first increase in the October following his retirement and subsequent increases in each October thereafter, by an amount equal to the lesser of three percent or the increase in the Consumer Price Index during the preceding twelve month period as designated by the Board of Trustees for the purpose of promoting consistency with the Consumer Price Index used by the Firemen's Retirement System of St. Louis; up to a maximum aggregate increase of twenty-five percent.

**Section Fourteen.** Section 4.19.050 of Ordinance 69245 is amended by adding a new subsection H at the end to read as follows:

H. Felony Bar. Participants found guilty of certain felony offenses shall be barred from obtaining benefits to the extent provided by the provisions of Section 105.669 of the Missouri Revised Statutes, as amended.

**Section Fifteen.** Subsection C of Section 4.19.060 of Ordinance 69245, as amended by Ordinance 69353, is hereby repealed and in lieu thereof a new subsection C of Section 4.19.060 is enacted to read as follows:

C. Grandfathered Normal Retirement Benefit. Subject to the conditions and limitations of the Plan, a Grandfathered Participant who incurs a Termination of Employment on or after his Normal Retirement Age of fifty-five years and after completing at least twenty Years of Service will be entitled to a monthly retirement income payable to the Participant for his lifetime commencing at his Normal Retirement Date in an amount equal to two percent of the Participant's Average Final Compensation for each Year of Service up to twenty-five years, and five percent of the Participant's Average Final Compensation for each Year of Service over twenty-five years, up to a maximum of seventy-five percent of Average Final Compensation. The monthly amount of the retirement income of such a Participant shall not be increased actuarially to reflect an Annuity Starting Date deferred beyond the Normal Retirement Age of the Participant.

Solely for purposes of computing such Grandfathered Benefit, sick leave accumulated under the FRS shall be credited as Years of Service and added to no more than a total of thirty Years of Service for purposes of vesting and to allow such a Participant to receive a monthly retirement income benefit in excess of seventy-five percent of Average Final Compensation. Notwithstanding anything to the contrary herein, sick leave of a Participant who is participating in DROP shall be subject to the provisions of subsection 4.19.060(E).

A Grandfathered Participant who receives such a retirement income benefit shall receive a refund of his

contributions to this Plan, without interest; provided that contributions to the Plan made on and after the Effective Date by a Participant who had fewer than twenty full Years of Service as of the Effective Date are not refundable. All refundable contributions are payable at the time of his pension commencement date.

**Section Sixteen.** Subsection D of Section 4.19.060 of Ordinance 69245, as amended by Ordinance 69353, is hereby repealed and in lieu thereof a new Subsection D of Section 4.19.060 is enacted to read as follows:

D. **Early Retirement Benefit.** A Grandfathered Participant who incurs a Termination of Employment after completing twenty Years of Service, but before attaining his Normal Retirement Age of fifty-five years, shall be entitled to a monthly retirement income payable to the Participant for his lifetime commencing on the first day of the month after he attains fifty-five years of age, calculated as for normal retirement in accordance with the preceding subsection, based on his Average Final Compensation and his Years of Service as of his Termination of Employment. In lieu of a deferred retirement income commencing at age fifty-five, such a Participant may elect to receive his retirement income beginning on his Termination of Employment; or on the first day of any month thereafter prior to age fifty-five. The monthly amount otherwise payable at age fifty-five that is attributable to Years of Service after the Effective Date shall be actuarially reduced from age fifty-five to the pension commencement date in accordance with subsection 4.19.020(B) for a Participant with fewer than twenty full Years of Service as of the Effective Date. The monthly amount otherwise payable at age fifty-five to a Participant with more than twenty full Years of Service as of the Effective Date shall be unreduced.

Solely for purposes of computing such Grandfathered Benefit, sick leave accumulated under the FRS shall be credited as Years of Service and added to no more than a total of thirty Years of Service for purposes of vesting and to allow such a Participant to receive a monthly retirement income benefit in excess of seventy-five percent of Average Final Compensation. Notwithstanding anything to the contrary herein, sick leave of a Participant who is participating in DROP shall be subject to the provisions of subsection 4.19.060(E).

A Grandfathered Participant who receives such a retirement income benefit shall receive a refund of his contributions to this Plan, without interest; provided that contributions to the Plan made on and after the Effective Date by a Participant with fewer than twenty Years of Service as of the Effective Date are not refundable. All refundable contributions are payable at the time of his pension commencement date.

For example, a Participant with ten Years of Service on the Effective Date, who retires ten years after the Effective Date, at age fifty with a total of twenty Years of Service, with annualized Average Final Compensation of \$80,000 for the last two years before retirement, would be entitled to a deferred pension benefit of \$32,000 (40% of \$80,000) per year beginning at age fifty-five, or an immediate pension beginning at age fifty of \$26,272. (The \$16,000 attributable to the ten Years of Service before the Effective Date is unreduced; the \$16,000 attributable to the ten Years of Service after the Effective Date is actuarially reduced from \$16,000 to \$10,272.) Such amount is subject to the offset for the Prior Plan benefit as provided in Section 4.19.060(G).

A Grandfathered Participant who incurs a Termination of Employment before completing twenty Years of Service shall receive a refund of his Accumulated Contributions with Interest in lieu of any pension benefit.

**Section Seventeen.** Subsection E of Section 4.19.060 of Ordinance 69245 is hereby amended to read in its entirety as follows:

E. **DROP.** Grandfathered Participants who have completed at least twenty Years of Service may elect to continue active employment and defer receipt of the retirement benefit for a period not to exceed five years. Any Grandfathered Participant who has at least twenty Years of Service may elect in writing before retirement to participate in the deferred retirement option program ("DROP"). A Grandfathered Participant electing to participate in the DROP program shall continue in active employment and shall not receive any direct retirement benefit payments during the time of participation. Upon the start of participation in the DROP program, the Grandfathered Participant shall make contributions at the rate of one percent of compensation, instead of the contribution rate required by subsection B of Section 4.19.030. During the period of participation in the DROP program, the amount that the Grandfathered Participant would have received as a monthly retirement income benefit (Normal Retirement Benefit under subsection C or reduced Early Retirement Benefit under subsection D, whichever is applicable) shall accumulate for the Grandfathered Participant until the Grandfathered Participant retires. Years of Service earned during the period of participation in the DROP program shall not be credited and shall not be counted in determination of any service-based retirement benefit.

A Grandfathered Participant who elects to stop participation in the DROP program shall make contributions

at the rate of eight percent of the compensation of each Participant with at least twenty full Years of Service as of the Effective Date, and nine percent of the compensation of each Participant with fewer than twenty full Years of Service as of the Effective Date. Service rendered after restoration of the Grandfathered Participant to non-DROP participation status shall be counted as Years of Service. No Grandfathered Participant ending participation in the DROP program and returning to non-DROP participation status shall make any withdrawal from his or her DROP accumulation until after Termination of Employment. If after return to non-DROP participation status, a Grandfathered Participant retires, the Grandfathered Participant's retirement benefit shall be computed on the combination of the Grandfathered Participant's pre-DROP retirement benefit (based on Average Final Compensation at the beginning of the DROP period and any applicable reduction for commencement before age fifty-five) plus an additional benefit earned by the Grandfathered Participant after returning to non-DROP participation status. Post-DROP Years of Service shall be the only years used in computing the additional benefit; however, total Years of Service shall be used to determine the appropriate accrual level of additional benefit, two percent or five percent, for each year of post-DROP service. Upon retirement the Grandfathered Participant shall receive retirement income benefits plus the amount of his or her DROP accumulation. The Grandfathered Participant's DROP accumulation shall be payable, at the Grandfathered Participant's option, either as a lump sum payment or as a series of quarterly payments of reasonably equal amounts using the declining balance method over a period of fewer than ten years as selected by the Grandfathered Participant, subject to the minimum distribution rules of subsection B of Section 4.19.100.

If a Grandfathered Participant dies before Termination of Employment while participating in the DROP program, his or her DROP accumulation shall be payable to the Grandfathered Participant's designated beneficiary under either of the following options:

(1) A lump sum payment equal to the Grandfathered Participant's DROP accumulation shall be paid to the Grandfathered Participant's beneficiary or the Grandfathered Participant's estate. The death benefits for the beneficiary under the provisions of Section 4.19.080 shall be based on the Grandfathered Participant's compensation and Years of Service before the Grandfathered Participant's participation in the DROP program.

or

(2) The beneficiary may waive any claim to the Grandfathered Participant's DROP accumulation, in which case any death benefits payable to the beneficiary under the provisions of Section 4.19.080 shall be calculated as if the Grandfathered Participant had continued as an employee and had not participated in the DROP program. Any DROP accumulation which has been waived as provided in this paragraph shall become funds of the Plan.

If a Grandfathered Participant who has elected to participate in the DROP program subsequently applies for and receives benefits for a disability benefit under the provisions of Section 4.19.070, the Grandfathered Participant shall forfeit all rights, claims or interest in his DROP accumulation and the Grandfathered Participant's benefits shall be calculated as if the Grandfathered Participant had continued in employment and had not elected to participate in the DROP program. Any DROP accumulation which has been forfeited as provided in this Plan shall become funds of the Plan.

The balance of a Grandfathered Participant's DROP accumulation shall be credited with interest for each Plan Year under one of the following two options, as elected by the Grandfathered Participant upon entering DROP: (1) the rate of return of the Trust Fund's investment portfolio, as certified annually by the actuary in the yearly evaluation report, for the preceding Plan Year, as approved by the Trustees, subject to a minimum rate of return of 0%; or (2) the rate of return equal to the yield on the ten-year treasury bond as of the end of the preceding Plan Year, subject to a minimum rate of return of 0%.

Interest shall be credited annually to the Grandfathered Participant's DROP accumulation beginning with the start of the second Plan Year of participation, based on the balance at the beginning of the Plan Year. If a withdrawal occurs during a Plan Year, interest will be determined pro rata for each partial Plan Year before and after the withdrawal.

No Participant may elect to participate in the DROP program more than once.

Notwithstanding anything to the contrary in this Chapter, a Grandfathered Participant who is participating

in the DROP program may elect upon Termination of Employment to have added to his or her DROP accumulation a dollar amount equal to the number of his sick leave hours accumulated under the FRS multiplied by his or her hourly rate of pay at the time of Termination of Employment, net of the amount, if any, required to be withheld as taxes by the applicable governmental authorities; or to add one-half of such dollar amount in the Grandfathered Participant's DROP accumulation, to add one quarter of such dollar amount to the aggregate total of the Grandfathered Participant's monthly compensation for the period used in calculating the Grandfathered Participant's Average Final Compensation, and to have the remaining one-fourth of such sick leave remain as time and added to the Grandfathered Participant's Years of Service before the Effective Date. A Grandfathered Participant may make such an election to have sick leave hours converted to a combination of DROP accumulation, Years of Service and Average Final Compensation only if the Participant made a comparable election under The Firemen's Retirement System of St. Louis; and a Grandfathered Participant who made such an election under The Firemen's Retirement System of St. Louis shall be deemed to have made such an election under this Plan; so that the DROP benefit payable from this Plan shall be paid in the same form as the benefit payable under The Firemen's Retirement System of St. Louis.

**Section Eighteen.** Subsection F of Section 4.19.060 of Ordinance 69245 is hereby amended to read as follows:

F. Cost of Living Increases. The grandfathered benefit payable in accordance with subsections (C), (D), and (E) of this Section shall be increased annually, as approved by the Board of Trustees beginning with the first increase in the October following retirement of the Participant and subsequent increases in each October thereafter, at the rates designated as follows:

- (1) One and one-half percent per year, compounded each year, up to age sixty for those retiring with at least twenty Years of Service but less than twenty-five Years of Service,
- (2) Two and one-fourth percent per year, compounded each year, up to age sixty for those retiring with at least twenty-five Years of Service but less than thirty Years of Service,
- (3) Three percent per year, compounded each year, up to age sixty for those retiring with thirty or more Years of Service,
- (4) After age sixty, five percent per year for five years or until a total maximum increase of twenty-five percent is reached.

Each increase, however, is subject to a determination by the Board of Trustees that the consumer price index shows an increase of not less than the approved rate during the preceding twelve month period as designated by the Board of Trustees for the purpose of promoting consistency with the Consumer Price Index used by the Firemen's Retirement System of St. Louis. If the increase is in excess of the approved rate for any year, the excess shall be accumulated as to any retired Participant and increases granted in subsequent years subject to the maximum allowed for each full year from October following his retirement but not to exceed a total increase of twenty-five percent. If the Board of Trustees determines that the index has decreased for any year, the benefits of any retired Participant that have been increased shall be decreased but not below his initial benefit. No annual increase shall be made of less than one percent and no decrease of less than three percent except that any decrease shall be limited by the initial benefit.

In addition to the above, Grandfathered Participants may share in ad hoc COLAs, if any, to which they would be entitled in accordance with the terms and conditions of the Prior Plan as if such terms and conditions were included in this Plan.

**Section Nineteen.** Subsection G of Section 4.19.060 of Ordinance 69245, as amended by Ordinance 69353, is hereby repealed and in lieu thereof a new Subsection G of Section 4.19.060 is enacted to read as follows:

G. Prior Plan Benefit Offset — No Duplication Rule. Subsections 4.19.050(F) and (G) shall apply to all benefits, including grandfathered benefits. Notwithstanding anything in this Plan to the contrary, the retirement income benefit payable under this Plan shall be offset by the amount of retirement income payable under The Firemen's Retirement System of St. Louis (and any other defined benefit plan maintained by the City of St. Louis that is qualified under Section 401 of the Code) to the extent that the benefit under such other plan or plans is based on Years of Service used as the multiplier (times a percent of compensation) for purposes of determining the retirement income benefit under this Plan, so that the benefit accrued under this Plan is earned only because

of years of service after the Effective Date, although vesting, eligibility for retirement and the rate of accrual for benefits attributable to years of service after the Effective Date is based on total years of service. The retirement income benefit offset shall be computed as if the Participant had received his retirement income under the offset plan in the form of a single life annuity commencing on the day benefits commence to be paid under this Plan.

The benefit of a Participant who enters DROP on or after February 1, 2013 shall be determined under this Plan, based on all service, including Prior Plan service, but the benefit of such a Participant shall be offset by the benefit payable under The Firemen's Retirement System of St. Louis, so that the benefit accrued under this Plan is earned only because of years of service after the Effective Date. No member has accrued any sick leave benefits under this Plan. The benefit under this Plan of a Grandfathered Participant who elects to have sick leave hours converted shall be adjusted so that the aggregated total of each of such benefits payable by both this Plan and the offset plan mirrors but does not exceed the amount of such benefits to which the Participant would have received under this Plan if all such service and compensation had been taken into account only by this Plan.

Notwithstanding anything in this Plan to the contrary, there shall be no duplication of any benefit under this Plan of a benefit payable from The Firemen's Retirement System of St. Louis that is attributable to years of service for which a Participant is entitled to an accrued benefit under The Firemen's Retirement System of St. Louis, no duplication of any death or disability benefit paid under The Firemen's Retirement System of St. Louis, and no duplication of any benefit under this Plan attributable to accumulated sick pay, DROP, or any other factor credited under The Firemen's Retirement System of St. Louis.

**Section Twenty.** The last two sentences of paragraph (1) of Subsection B of Section 4.19.070 of Ordinance 69245 shall be amended to read as follows:

A disability shall be presumed to have been incurred while engaged in the actual performance of duty as a firefighter in response to an emergency call to the extent the disability is caused by a disease specified by state pension law applicable to this Plan as establishing such a presumption, including but not limited to, Section 87.006 of the Revised Statutes of Missouri, as may be amended. Such presumption may be rebutted by evidence to the contrary, such as habitual smoking.

**Section Twenty-one.** The paragraph (2) of Subsection B of Section 4.19.070 of Ordinance 69245 shall be amended to read as follows:

(2) A Participant who incurs a Termination of Employment because of a Total and Permanent Disability resulting from bodily injury incurred while engaged in the actual performance of duty as a firefighter in response to an emergency call that renders the Participant totally and permanently unable to continue his employment as a firefighter, but not other gainful employment as described in paragraph B(1) of this Section, shall receive a disability income while so disabled equal to twenty-five percent of his Average Final Compensation; plus an additional two and seventy-five one hundredth percent (2.75%) of Average Final Compensation for each Year of Service in excess of ten years, up to twenty-five Years of Service; plus an additional eleven and five-tenths (11.5%) percent of Average Final Compensation for the twenty-fifth Year of Service at the time of such a Termination of Employment; with a maximum benefit of seventy-five percent of Average Final Compensation. A disability shall be presumed to have been incurred while engaged in the actual performance of duty as a firefighter in response to an emergency call to the extent the disability is caused by a disease specified by state pension law applicable to this Plan as establishing such a presumption, including but not limited to, Section 87.006 of the Revised Statutes of Missouri, as may be amended. Such presumption may be rebutted by evidence to the contrary, such as habitual smoking.

**Section Twenty-two.** The last Paragraph of Subsection B and the last paragraph of Subsection C of Section 4.19.070 of Ordinance 69245 are amended to read as follows:

Only Grandfathered Participants with at least twenty Years of Service as of the Effective Date who receive such a disability benefit shall receive a refund of his contributions to this Plan, without interest; contributions to this Plan made by Participants with fewer than twenty Years of Service as of the Effective Date who receive such a disability benefit are not refundable. All refundable contributions are payable at the time of his disability commencement date.

**Section Twenty-three.** Subsection D of Section 4.19.070 of Ordinance 69245, as amended by Ordinance 69353, is amended as follows:

D. Cost of Living Increases.

- (1) Following commencement of disability income payments to a Participant, benefits paid to such Participant pursuant to subsection (B) or subsection (C) of this Section shall be increased as of each October 1, with the first increase in the October following commencement of disability income payments and each October thereafter, by an amount equal to the lesser of three percent or the increase in the Consumer Price Index during the preceding twelve month period as designated by the Board of Trustees for the purpose of promoting consistency with the Consumer Price Index used by the Firemen's Retirement System of St. Louis; up to a maximum aggregate increase of twenty-five percent.
- (2) Notwithstanding the provisions of paragraph (2) of this subsection, in the case of a Participant who incurs a Termination of Employment because of a Total and Permanent Disability resulting from bodily injury incurred while the Participant was engaged in the actual performance of duty as a firefighter in response to an emergency call that renders the Participant totally and permanently unable to engage in any gainful employment in any occupation, following commencement of disability income payments to the Participant, benefits paid to such Participant pursuant to subsection (B) of this Section shall be increased as of each October 1, with the first increase in the October following commencement of disability income payments and each October thereafter, by three percent per year, compounded each year up to age sixty; and after age sixty by five percent per year for five years or until a total maximum increase of twenty-five percent is reached; provided that each such increase is subject to a determination by the Board of Trustees that the consumer price index shows an increase of not less than the approved rate during the preceding twelve month period as designated by the Board of Trustees for the purpose of promoting consistency with the Consumer Price Index used by the Firemen's Retirement System of St. Louis. If the increase is in excess of the approved rate for any year, the excess shall be accumulated as to any retired member and increases may be granted in subsequent years subject to the maximum allowed for each full year from October following his retirement but not to exceed a total increase of twenty-five percent. If the Board of Trustees determines that the index has decreased for any year, the benefits of any retired member that have been increased shall be decreased but not below his initial benefit. No annual increase shall be made of less than one percent and no decrease of less than three percent except that any decrease shall be limited by the initial benefit.

Notwithstanding anything to the contrary in the Plan, Grandfathered Participants may share in ad hoc COLAs, if any, to which they would be entitled in accordance with the terms and conditions of the Prior Plan.

**Section Twenty-four.** Subsection H of Section 4.19.070 of Ordinance 69245 is hereby repealed and replaced with the following:

H. Tuition Reimbursement.

(1) Except for a disability described in paragraph B(1) or paragraph C of this Section, a Participant receiving disability benefits under this Section may receive reimbursement for educational tuition expenses for attending a college, university, community college, or vocational or technical school as a Full-Time Student upon proof of payment to such institution in an amount not to exceed the tuition for a state resident at the University of Missouri – St. Louis. A Participant receiving disability benefits shall apply for such tuition reimbursement no later than three years after the Participant first becomes entitled to a disability benefit under this Plan. Such right to reimbursement shall cease when the disabled Participant ceases to be a Full-Time Student, fails to provide verified proof of achievement of a grade point average of two on a four-point scale or the equivalent on another scale for each academic term, or if the disabled Participant is restored to active service as a firefighter, but in no event shall such education reimbursement be available after the end of the five-year period beginning when the Participant first becomes entitled to a disability benefit under this Plan.

(2) Notwithstanding anything to the contrary in Subsection 4.19.070(H)(1) above, the Board of Trustees shall be authorized and are directed to amend the Plan by deleting and removing Subsection 4.19.070(H)(1) in its entirety if the Internal Revenue Service determines that the terms contained in Subsection 4.19.070(H)(1) prevent the Plan from attaining qualified status.

**Section Twenty-five.** The second sentence of Subsection A of Section 4.19.080 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended to read as follows:

Any widow(er) who is receiving retirement benefits upon application to the Board of Trustees shall be

made, constituted, appointed and employed by the Board as a special consultant on the problems of retirement, aging, and other state matters, during her or his widowhood, and upon request of the Board, give opinions, and be available to give opinions in writing, or orally, in response to such request, as may be required, and for such services shall be compensated monthly, in an amount, which when added to any monthly retirement benefits being received, shall not exceed fifty percent of the deceased Participant's average final compensation or two hundred dollars (\$200.00) whichever is greater.

**Section Twenty-six.** Paragraph (4) of Subsection B of Section 4.19.080 of Ordinance 69245 is hereby repealed and replaced by the following:

(4) Wherever any dependent child designated by the Board of Trustees to receive benefits pursuant to this Section is in the care of the widow(er) of the deceased Participant, the child's benefits may be paid to the widow(er) for the child.

**Section Twenty-seven.** Subsection C of Section 4.19.080 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended to read as follows:

C. Funeral Expenses. In addition to any other death benefit to which a Participant may be entitled, whenever an active or retired Participant shall die, the Board of Trustees shall pay from the Trust a sum of two thousand dollars to the widow(er) or beneficiary of the Participant for funeral expenses.

**Section Twenty-eight.** Section 4.19.090 of Ordinance 69245 is hereby repealed and in lieu thereof a new Section 4.19.090 is enacted to read as follows:

**4.19.090 Limitations of Benefits.** Notwithstanding any other provisions of the Plan to the contrary, the member contributions paid to and retirement benefits paid from the plan shall be limited to such extent as may be necessary to conform to the requirements of Section 415 of the Code for a qualified pension plan pursuant to policies adopted by the Board of Trustees, which are incorporated herein by reference.

**Section Twenty-nine.** The second paragraph of Subsection A of Section 4.19.100 of Ordinance 69245 is hereby amended to read as follows:

No pension or other benefit shall be payable until the Participant or beneficiary shall have filed a claim for benefits with the Board of Trustees or its designated representative. Such claim must be submitted in writing on a form provided by, or suitable to, the Board of Trustees at least thirty days but not more than ninety days prior to the date on which payments begin. Notwithstanding the foregoing sentence, the Administrator may permit a retroactive annuity starting date for commencement of monthly benefits payable to a Participant or beneficiary. The Board of Trustees may require any applicant to furnish it with such information or identification as may be reasonably necessary, including a copy of the Participant's death certificate, if applicable.

**Section Thirty.** Subsection D of Section 4.19.100 of Ordinance 69245 is hereby amended to read as follows:

D. Misstatement in Application for Pension. If any Participant or any beneficiary in his application for a pension or in response to a request of the Board of Trustees for information gives any material fact which is erroneous or omits any material fact or fails before receiving his first payment to correct any material fact that he previously incorrectly furnished, the amount of his annuity shall be corrected and/or adjusted on the basis of the correct information and the amount of any overpayment or underpayment theretofore made to such Participant shall be deducted from or added to his next succeeding payments as the Board of Trustees shall direct.

**Section Thirty-one.** Subsection D of Section 4.19.110 of Ordinance 69245 is hereby repealed and replaced with the following:

D. Direct Rollover of Eligible Rollover Distributions. For purposes of compliance with Section 401(a)(31) of the Code, notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have any portion of an eligible rollover distribution, if any, paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

*Definitions.*

- (1) *Eligible rollover distribution:* An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
  - (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or the life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more;
  - (b) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code;
  - (c) the portion of any distribution that is not includible in gross income; provided, however, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income, but such portion may be transferred only:
    - (I) to an individual retirement account or annuity described in Section 408(a) or (b) of the Code or to a qualified defined contribution plan described in Section 401(a) of the Code that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible;
    - (II) to a qualified defined benefit plan described in Section 401(a) of the Code or to an annuity contract described in Section 403(b) of the Code, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible; or
    - (III) to a Roth IRA described in Section 408A of the Code; and
  - (d) any other distribution which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of section 415 of the Internal Revenue Code or any distribution that is reasonably expected to total less than \$200 during the year. The definition of eligible rollover distribution also includes a distribution to a surviving spouse.
- (2) *Eligible retirement plan:* An eligible retirement plan is any of the following that accepts the distributee's eligible rollover distribution:
  - (a) an individual retirement account described in Section 408(a) of the Code,
  - (b) an individual retirement annuity described in Section 408(b) of the Code,
  - (c) an annuity plan described in Section 403(a) of the Code,
  - (d) a qualified trust described in Section 401(a) of the Code,
  - (e) an annuity contract described in Section 403(b) of the Code,
  - (f) a plan eligible under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or a political subdivision of a state that agrees to separately account for amounts transferred into that plan from the retirement system, or
  - (g) a Roth IRA described in Section 408A of the Code.
- (3) *Distributee:* A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. A distributee further includes a nonspouse beneficiary who is a designated beneficiary as defined by Section 401(a)(9)(E) of the Code. However, a nonspouse beneficiary may only make a direct rollover to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity shall be treated as an "inherited" individual retirement account or annuity.
- (4) *Direct rollover:* A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**Section Thirty-two.** Section 4.19.110 of Ordinance 69245 is hereby amended by adding a new Subsection E to read as follows:

E. Anti-Assignment. Benefits provided under the plan may not be assigned or alienated except otherwise provided by law.

**Section Thirty-three.** Subsection A of Section 4.19.120 of Ordinance 69245 is hereby amended by adding a sentence at the end to read as follows:

The Trust Fund must not revert, and no contributions shall be permitted to be returned, to the City, except due to a mistake of fact as permitted by Revenue Ruling 91-4.

**Section Thirty-four.** The second paragraph of Subsection B of Section 4.19.120 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended to read as follows:

The Actuary shall use the entry age normal method, amortizing the unfunded accrued liability as a level percent of payroll over a closed thirty year period. If the Board of Trustees fails to provide the actuarial valuation on or before the deadline for a Plan Year, the amount of the contribution for such year shall be determined by an Actuary retained by the City.

**Section Thirty-five.** Subsection D of Section 4.19.120 of Ordinance 69245 is hereby amended by changing the word “may” to “must.”

**Section Thirty-six.** The second paragraph of Subsection B of Section 4.19.130 of Ordinance 69245 is hereby amended to read as follows:

The selection of investment managers shall be based solely on sound investment principles in the best interest of the Trust Fund for the best interests of the Plan Participants and beneficiaries. No member of the Board of Trustees shall have any personal interest in the selection of an investment manager, except benefits from an interest in investments common to all Participants in the Plan. The Board of Trustees shall keep a record of the process for the selection of investment managers, which shall be open to public inspection except as provided by law.

**Section Thirty-seven.** Paragraph (2) of Subsection D of Section 4.19.130 of Ordinance 69245, as amended by Ordinance 69353, is hereby repealed and replaced with the following:

(2) The Comptroller of the City or Comptroller's designee, ex officio. The Comptroller's designee must be an active, full-time employee of the City Comptroller's office;

**Section Thirty-eight.** Paragraph (4) of Subsection D of Section 4.19.130 of Ordinance 69245, as amended by Ordinance 69353, is hereby repealed and replaced with the following:

(4) Two members to be elected by actively employed Participants in the Plan for a term of three years who shall hold office while Participants in the Plan. Notwithstanding the foregoing sentence, the member elected by the actively employed Participants in the Plan with the highest percentage of votes at the first election held after the Effective Date shall hold office for an initial term of four years, and shall hold office for three year terms thereafter;

**Section Thirty-nine.** The title of Section 4.19.140 of Ordinance 69245, is hereby repealed and replaced with the following title: Administration – Powers and Duties of Trustees

**Section Forty.** Subsection B of Section 4.19.140 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended by adding a new paragraph to read as follows:

(7) Correction of Errors: The Board of Trustees may correct and/or adjust the benefits of any person who shall make any false statement, or shall falsify or permit to be falsified any record or records. Should any change or error in records result in any Participant or beneficiary receiving from the retirement system more or less than he or she should have been entitled to receive had the records been correct, the Board of Trustees shall correct the error, and as far as practicable, shall adjust the payments in such a manner that the actuarial equivalent of

the benefit to which the Participant or beneficiary was correctly entitled, shall be paid.

**Section Forty-one.** Section 4.19.140 of Ordinance 69245, as amended by Ordinance 69353, is hereby amended as follows:

The term "fiscal year" as it appears in subsection B(6) of Section 4.19.140 is hereby changed to "Plan Year."  
The term "Participants," each place it appears in Subsection E of Section 4.19.140 is hereby changed to "members."

**Section Forty-two.** Section 4.19.160 of Ordinance 69245, as amended by Ordinance 69353, is hereby is hereby repealed in its entirety and replaced with the following:

The City reserves the right at any time, and from time to time, to modify or amend the Plan in whole or in part by duly adopting an Ordinance, provided that the obligation of the City to make contributions to the Plan, as provided in subsection 4.19.120(A), and the provisions relating to the enforcement of that obligation, may not be diminished.

No Employee shall have a contractual right to any benefits relating to, or based upon, service rendered or compensation paid after the effective date of an amendment that reduces future benefits.

In the event of a full or partial termination of, or a complete discontinuance of Employer contributions to, the Plan, the accrued benefits of the affected Participants under the Plan shall be one hundred percent vested and nonforfeitable to the extent funded and to the extent required by federal law.

**Section Forty-three.** Subsection B of Section 4.19.170 of Ordinance 69245 is hereby repealed in its entirety and replaced with the following:

B. Prohibited Transactions. The Board of Trustees may not engage in a transaction prohibited by Section 503(b) of the Code.

**Section Forty-four.** The first sentence of the second paragraph of Subsection E of Section 4.19.170 of Ordinance 69245 is amended as follows: the phrase "this ordinance" shall be replaced with the phrase "the ordinances governing FRP."

**Section Forty-five.** The last paragraph of Ordinance 69353 is hereby repealed and replaced with the following:

If any provision of this Ordinance or any other Ordinance governing FRP shall be held illegal or invalid, the remaining provisions of the Ordinances governing FRP shall be construed as if such provision has never been included and such remaining provisions shall remain valid and operative. The provisions of the most recently enacted Ordinance shall supersede any other ordinance or part of an ordinance to the extent such other ordinance or part of an ordinance conflicts herewith.

**Approved: March 22, 2016**

**ORDINANCE #70249**  
**Board Bill No. 286**

An ordinance approving a Redevelopment Plan for the 3139 Ohio Ave. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated January 26, 2016 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement with five (5) years of payments in lieu of taxes or up to five (5) years real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

**WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 3139 Ohio Ave. Area," dated January 26, 2016, consisting of a Title Page, a Table of Contents Page, and eleven (11) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 3139 Ohio Ave. Area.

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

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated January 26, 2016 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;

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

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

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

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

**SECTION FOURTEEN.** The Redeveloper(s) may seek ten (10) year real estate tax abatement ("Tax Abatement Period") pursuant to Sections 99.700 - 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. For the last five years of the Tax Abatement Period the Redeveloper shall make annual Payments in Lieu of Taxes which shall be calculated by subtracting the amount of ad valorem real estate taxes due and payable to each taxing district for each tax year (i.e., the amount of taxes based on the assessment prior to Project completion) from the amount of ad valorem real estate taxes which would have been paid to each such taxing district for such year if no Certificate of Qualification for Tax Abatement had been issued for the Project (i.e. the amount of taxes without abatement).

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

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall during the Abbreviated Tax Abatement Period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation during the Abbreviated Tax Abatement Period shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

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

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

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

**ATTACHMENT "A"**

**3139 OHIO AVE. AREA  
LEGAL DESCRIPTION**

C.B. 1759 OHIO AVE  
25 FT X 125 FT  
DELANOS ADDN  
BLOCK 3  
LOT 33  
**PARCEL #175900200**

**ATTACHMENT "B"  
Form: 1/28/16**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
3139 OHIO AVE. REDEVELOPMENT AREA  
PROJECT# 2073  
JANUARY 26, 2016  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS**

**MAYOR  
FRANCIS G. SLAY**

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
3139 OHIO AVE. REDEVELOPMENT AREA**

**PAGE**

<b>A.</b>	<b>EXISTING CONDITIONS AND FINDING OF BLIGHT</b> .....	<b>1</b>
1.	DELINEATION OF BOUNDARIES .....	1
2.	GENERAL CONDITION OF THE AREA .....	1
3.	PRESENT LAND USE OF THE AREA .....	1
4.	PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES .....	1
5.	CURRENT ZONING .....	2
6.	FINDING OF BLIGHT .....	2
<b>B.</b>	<b>PROPOSED DEVELOPMENT AND REGULATIONS</b> .....	<b>2</b>
1.	DEVELOPMENT OBJECTIVES .....	2
2.	PROPOSED LAND USE OF THE AREA .....	2
3.	PROPOSED ZONING .....	2
4.	RELATIONSHIP TO LOCAL OBJECTIVES .....	3

5. PROPOSED EMPLOYMENT FOR THIS AREA ..... 3

6. CIRCULATION ..... 3

7. BUILDING AND SITE REGULATIONS ..... 3

8. URBAN DESIGN ..... 4

9. PARKING REGULATIONS ..... 5

10. SIGN REGULATIONS ..... 5

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS ..... 5

12. PUBLIC IMPROVEMENTS ..... 5

**C. PROPOSED SCHEDULE OF DEVELOPMENT ..... 6**

**D. EXECUTION OF PROJECT ..... 6**

1. ADMINISTRATION AND FINANCING ..... 6

2. PROPERTY ACQUISITION ..... 6

3. PROPERTY DISPOSITION ..... 6

4. RELOCATION ASSISTANCE ..... 7

**E. COOPERATION OF THE CITY ..... 7**

**F. TAX ABATEMENT ..... 7**

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND  
NONDISCRIMINATION LAWS AND REGULATIONS ..... 8**

1. LAND USE ..... 8

2. CONSTRUCTION AND OPERATIONS ..... 8

3. LAWS AND REGULATIONS ..... 8

4. ENFORCEMENT ..... 9

**H. MODIFICATIONS OF THIS PLAN ..... 9**

**I. DURATION OF REGULATION AND CONTROLS ..... 9**

**J. EXHIBITS ..... 9**

**K. SEVERABILITY ..... 9**

**EXHIBITS**

- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN - EXISTING USES AND CONDITIONS
- "C" PROJECT AREA PLAN - PROPOSED LAND USES
- "D" PROJECT AREA PLAN - ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT
- "G" SUSTAINABILITY REPORT

**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 3139 Ohio Ave. Redevelopment Area ("Area") encompasses approximately .07 acres in the Benton Park West neighborhood of the City of St. Louis ("City") and is located on the eastern side of Ohio Ave. between Juniata St. and Wyoming St.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 1759.00. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

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

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 5.1% unemployment rate for the City for the month of November, 2015. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

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

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 16.95 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

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

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2015). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities. The proposal will also support the Neighborhood's below average levels of owner occupancy in Market Type-F Category as determined by the 2014 MVA.

5. PROPOSED EMPLOYMENT FOR THE AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

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

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent

building masses and spaces along the street are continued as well as the pattern of setback from the street.

- 3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.
- 4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

**c. Landscaping and Sidewalk Maintenance**

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

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

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

**d. Fencing**

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

9. **PARKING REGULATIONS**

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

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

10. **SIGN REGULATIONS**

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

11. **BUILDING, CONDITIONAL USE AND SIGN PERMITS**

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

recommendation of the LCRA.

12. PUBLIC IMPROVEMENTS

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

The Redeveloper(s) may seek ten (10) year real estate tax abatement (“Tax Abatement Period”) pursuant to Sections 99.700 – 99.715, RSMo, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. For the last five (5) years of the Tax Abatement Period the Redeveloper shall make annual Payments in Lieu of Taxes which shall be calculated by subtracting the amount of ad valorem real estate taxes due and payable to each taxing district for each tax year (i.e., the amount of taxes based on the assessment prior to Project completion) from the amount of ad valorem real estate taxes which would have been paid to each such taxing district for such year if no Certificate of Qualification for Tax Abatement had been issued for the Project (i.e. the amount of taxes without abatement).

In lieu of the abatement outlined above, a Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years (“Abbreviated Tax Abatement Period”) from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, and said property is to be owner occupied, then for a period of up to the first five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall during the Abbreviated Tax Abatement Period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. In addition to such taxes, any such corporation during the Abbreviated Tax Abatement Period shall make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year prior to the calendar year during which such corporation shall have acquired title to such property. If such property shall be tax-exempt because it is owned by the LCRA and leased to any such urban redevelopment corporation, then such corporation for a period of up to the first five (5) years of the lease shall make payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year prior to the calendar year during which such corporation shall lease such property.

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

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS****1. LAND USE**

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

**2. CONSTRUCTION AND OPERATIONS**

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"**

**3139 OHIO AVE. AREA  
LEGAL DESCRIPTION**

C.B. 1759 OHIO AVE  
25 FT X 125 FT  
DELANOS ADDN  
BLOCK 3  
LOT 33  
**PARCEL #175900200**

See attached Exhibits B, C & D



make it a significant fire risk.

The subject property \_\_\_\_\_ does  does not retard the provision of housing accommodations

If answer is yes, explain: \_\_\_\_\_

The subject property  does \_\_\_\_\_ does not constitute an economic liability

If answer is yes, explain: The property is unoccupied and significantly deteriorated. It drags down the value of surrounding properties and would take significant investment to bring up to code.

The subject property \_\_\_\_\_ does  does not constitute a social liability

If answer is yes, explain: \_\_\_\_\_

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

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

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

The subject property \_\_\_\_\_ is  is not detrimental because of high density of population.

If answer is yes, explain: \_\_\_\_\_

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

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

EXHIBIT "G"

3139 Ohio Ave.

EXHIBIT  
"G"

**SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL**

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

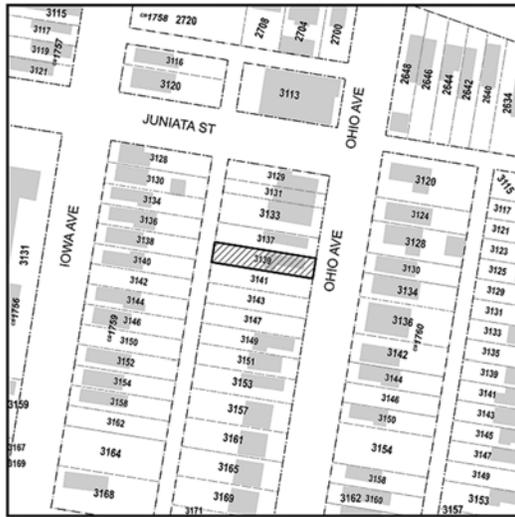
		Applicable	Not Applicable
<b>I. URBAN CHARACTER, VITALITY AND ECOLOGY</b>			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region		X
A3	Develop designated areas via incentives for "green" and technical industries		
A4	Increase riverfront development and provide safe public access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

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

D4	Design buildings to encourage physical activity		X
<b>V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION</b>			
A1	Advance the City as a transportation hub		
A2	Encourage transit oriented development		X
SAA18	Increase bike racks by 150%		X
E3	Use pilot projects to explore ways to achieve net zero storm water discharge		X
G2	Strive for the highest levels of energy efficiency and maximize clean energy in buildings		X
G3	Ensure building and site development integrated with natural site ecology		X
G4	Advance the use of high-efficiency building related water systems and technologies		X
G5	Encourage re-use of materials and divert waste from land-fills	X	
G6	Provide healthy interior environments in commercial buildings		
<b>VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT</b>			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
B2	Encourage small scale redevelopment with economic incentives	X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		
C3	Focus on small and local businesses as a key part of the City economy		
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		
D1	Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions		X
D5	Market and encourage living in the City to recent college graduates		X
E3	Promote flexible development approaches by developers, land owners and business firms	X	
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support		X
SAA27	Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		
G3	Foster innovation		X
SAA28	Remediate and prepare at least 40 vacant properties for redevelopment	X	
SAA	<i>Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.</i>		X

<b>SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL</b>	
The identification numbers listed below are the development related objectives of the City's Sustainability Plan that have been identified above as applicable to this Redevelopment Plan.	
Applicable Objective Numbers	Summary of Applicability
D7*	The developer shall expand the City's urban tree canopy
SAA4	The developer for this property shall participate in the plan to increase the Number of Trees Planted in the City by 16,000 or 15%
I. - F1	The rehabilitation of this property in its current status exemplifies the ability to achieve sustainability.
I. - H4	The developer shall promote brownfield redevelopment by eliminating waste and contamination during the renovation process of this property.
III. - F1	Blighting and environmental health hazards are addressed by rehabilitating this property and upgrading it to a livable status.
IV. - A5	The proposed plans for this property include vertical circulation, a clearly defined means of egress and updated building materials which provide a safe environment for potential residents.
IV. - B5	The rehabilitation of this property will greatly reduce the exposure of lead-paint poisoning by utilizing new materials and finishes, including fresh paint through the building.
V. - G5	The rehabilitation of this property encourages the re-use of materials and divert waste from land-fills by salvaging major building components and materials to be re-used.
VI. - SAA26	This is the Sustainability Impact Statement as required for all new City development

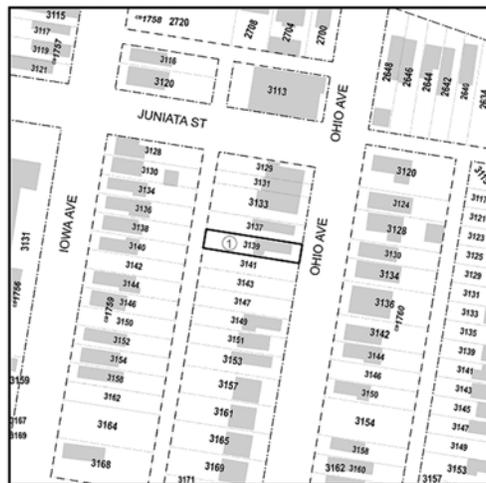
ORDINANCE NO. 70249 - EXHIBITS B, C & D



**Exhibit B**  
Project Area Plan  
3139 Ohio Av  
**Existing Uses Map**  
Existing Vacant Uses (SLUP = NPA)  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit C**  
Project Area Plan  
3139 Ohio Av  
**Proposed Uses Map**  
Proposed Residential Uses (SLUP = NPA)  
Project Area Boundary  
Buildings  
City Block Number



**Exhibit D**  
Project Area Plan  
3139 Ohio Av  
**Property Acquisition Map**  
Parcel Number  
Project Area Boundary  
Buildings  
City Block Number  
Open Space

Approved: March 22, 2016

