

**ORDINANCE #70263**  
**Board Bill No. 316**  
**Committee Substitute**

An ordinance approving a blighting study and redevelopment plan dated January 26, 2016 for the 6105 Delmar Blvd. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a ten (10) year full real estate tax abatement and up to a ten (10) six (6) year partial (50%) tax abatement; providing that, in conjunction with such real estate tax abatement, there shall be payments in lieu of taxes to the current special business district wherein the property within the Area is located for the calendar years of the abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan; and containing a severability clause.

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

**WHEREAS**, this Board has considered the "Blighting Study and Redevelopment Plan for the 6105 Delmar Blvd. Redevelopment Area" dated January 26, 2016, consisting of a Title Page; a Table of Contents Page, thirty-one (31) numbered pages including Exhibits "C" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

Commission; and

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

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

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 6105 Delmar Blvd. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic and social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated January 26, 2016 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

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

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts entered into directly by Redeveloper(s).

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

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

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

In lieu of the ten (10) year abatement outlined above, any Redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to sixteen (16) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

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

For the ensuing period of up to six (6) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

In conjunction with any real estate tax abatement, either authorized or implemented pursuant to this section, there shall be payments in lieu of taxes made to the current special business district wherein the property within the Area is located for the calendar years of the abatement.

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 sixteen (16) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond sixteen (16) years after any urban redevelopment corporation shall have acquired title to the property.

In conjunction with such real estate tax abatement, there shall be payments in lieu of taxes to the current special business district wherein the property within the Area is located for the calendar years of the abatement.

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

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

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

ATTACHMENT "A"

6105 DELMAR BLVD. AREA  
LEGAL DESCRIPTION

C.B. 5975 DELMAR  
240 FT 4 3/4 IN X 155 FT  
ROSEDALE ADDN  
BLOCK 1 LOT E PT 1  
BOUNDED 57 FT W OF ROSEDALE

PARCEL # 5975-00-0100

ATTACHMENT "B"  
Form: 3/11/16

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
6105 DELMAR BLVD. REDEVELOPMENT AREA  
PROJECT# 2074  
JANUARY 26, 2016  
Committee Substitute: February 23, 2016  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS

MAYOR  
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
6105 DELMAR BLVD. REDEVELOPMENT AREA

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- "F" BLIGHTING REPORT
- "G" SUSTAINABILITY IMPACT STATEMENT
- "H" CONCEPT PLANS

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

1. DELINEATION OF BOUNDARIES

The 6105 Delmar Blvd. Redevelopment Area ("Area") encompasses approximately .86 acres in the Skinker DeBaliviere – Catlin Tract neighborhood of the City of St. Louis ("City") and is located on the north side of Delmar Blvd. between Rosedale Ave. and N. Skinker Blvd.

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 5975.00 at 6105-6123 Delmar Blvd. 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 4.8% unemployment rate for the City for the month of December, 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, 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 residential and commercial purposes.

Residential density for the surrounding neighborhoods is approximately 12.38 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "F" Neighborhood Commercial District pursuant to the Zoning Code of the City (the "Zoning Code"), 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 and 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 and commercial 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 and commercial uses permitted in zones designated "F" Neighborhood Commercial District.

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 Specialty Mixed Use Area (SMUA).

3. PROPOSED ZONING

The proposed zoning for the Area is "F" Neighborhood Commercial 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.

5. PROPOSED EMPLOYMENT FOR THE AREA

There will be approximately twenty-five (25) new full-time jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

The property in the Area shall be redeveloped such that it is an attractive residential and commercial asset to the surrounding neighborhood reflecting all conditions approved by the Preservation Board.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** is not applicable.
- 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. Any awnings shall comply with the Zoning Code.
- 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 and consistent with the overall public improvement plan along this section of Delmar Blvd.

9. **PARKING REGULATIONS**

Parking shall be provided in accordance with the applicable Zoning Code and Building Code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area. The number of proposed parking spaces and locations of said spaces are set forth in Exhibit "H" Concept Plans.

10. **SIGN REGULATIONS**

All new signs shall be limited as set out in the Zoning Code, Building Code, PDA stipulations, this Plan and the Agreement. 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.

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

**F. TAX ABATEMENT**

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

In lieu of the ten (10) year abatement outlined above, 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 sixteen (16) 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.

For the ensuing period of up to six (6) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

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 sixteen (16) 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 sixteen (16) years after any urban redevelopment corporation shall have acquired title to the property.

In conjunction with such real estate tax abatement, there shall be payments in lieu of taxes to the current special business district wherein the property within the Area is located for the calendar years of the abatement.

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

##### **1. LAND USE**

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

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

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

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

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

##### **4. ENFORCEMENT**

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

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

#### **H. MODIFICATIONS OF THIS PLAN**

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

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

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

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"**

**6105 DELMAR BLVD. AREA  
LEGAL DESCRIPTION**

C.B. 5975 DELMAR  
240 FT 4 ¾ IN X 155 FT  
ROSEDALE ADDN  
BLOCK 1 LOT E PT 1  
BOUNDED 57 FT W OF ROSEDALE

**PARCEL # 5975-00-0100**

See attached Exhibits B, C & D

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

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

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

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

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

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

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

**EXHIBIT "F"**

**BLIGHTING REPORT FOR THE  
6105 DELMAR BLVD. REDEVELOPMENT AREA**

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

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

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

Subject Property is:  secured  unsecured

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

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

The subject property  has  has not deterioration of site conditions  
If answer is yes, explain: Rehabilitation of the existing site conditions would not be the highest and best use of the property.

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

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

The subject property  does  does not retard the provision of housing accommodations  
If answer is yes, explain: The existing lot is vacant and cannot be redeveloped without significant investment. Such investment would not lead to the highest and best use of the property. The highest and best use of the property is to construct a mid-rise, mixed-use building.

The subject property  does  does not constitute an economic liability  
If answer is yes, explain: The lot is vacant and not used. It drags down the value of surrounding properties and would take significant investment to construct a new building.

The subject property  does  does not constitute a social liability  
If answer is yes, explain: The property is a vacant lot. Any unoccupied property is potentially subject to illegal dumping, rat infestation, and use by transients. It is also a fire hazard. In addition, since the lot has been vacant, it has been the subject of one act of vandalism.

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 lot is vacant 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 lot has been unoccupied for some time and as a result is significantly deteriorating, with the deteriorated site conditions listed above.

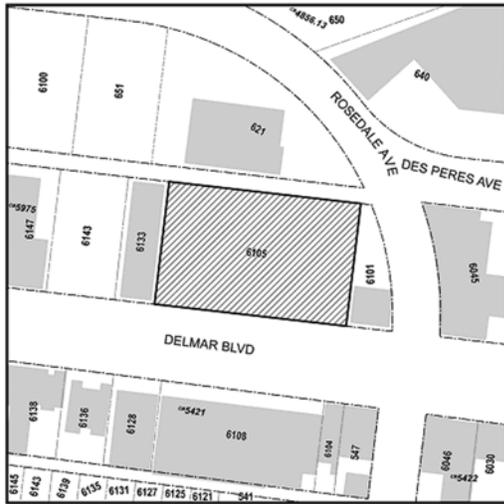
The subject property  is  is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: \_\_\_\_\_

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: Any unoccupied lot 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. 70263 - EXHIBITS B, C & D



**Exhibit B**  
**Project Area Plan**  
 6105-23 Delmar Blvd

**Existing Uses Map**

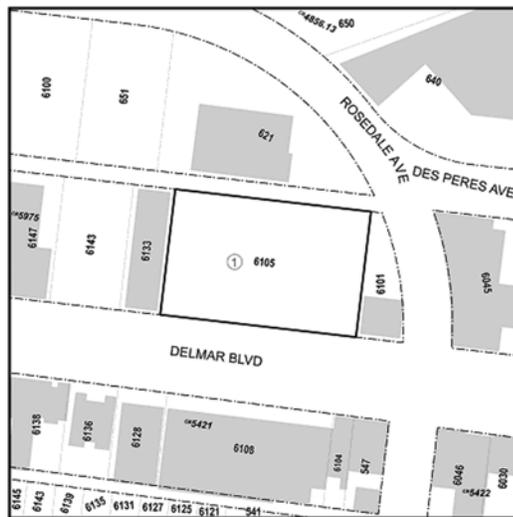
- Existing Vacant Uses (SLUP = SMUA)
- Project Area Boundary
- Buildings
- City Block Number



**Exhibit C**  
**Project Area Plan**  
 6105-23 Delmar Blvd

**Proposed Uses Map**

- Proposed Mixed-Uses (SLUP = SMUA)
- Project Area Boundary
- Buildings
- City Block Number



**Exhibit D**  
**Project Area Plan**  
 6105-23 Delmar Blvd

**Property Acquisition Map**

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

EXHIBIT "H"

CONTEXT

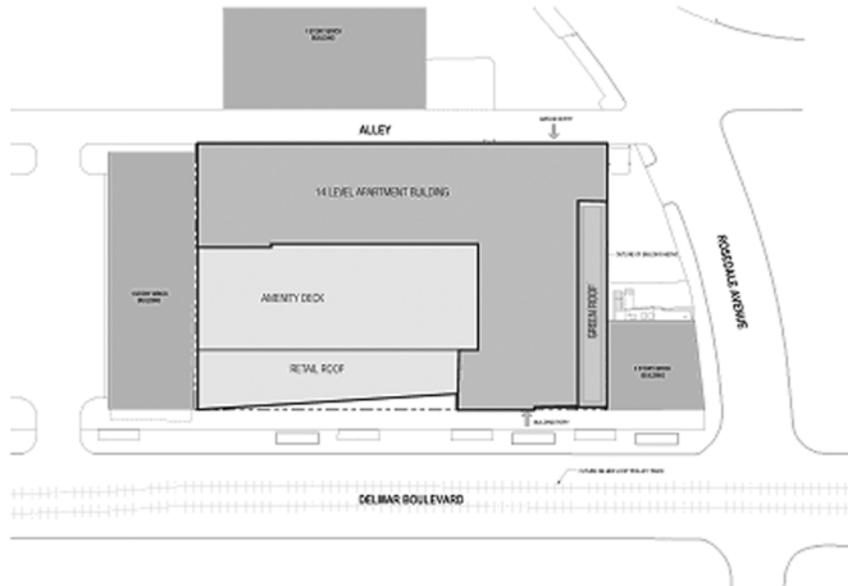


CLAYCO  
THE ART & SCIENCE OF BUILDING

6105 Delmar  
January 18th, 2016

FORUM

SITE PLAN



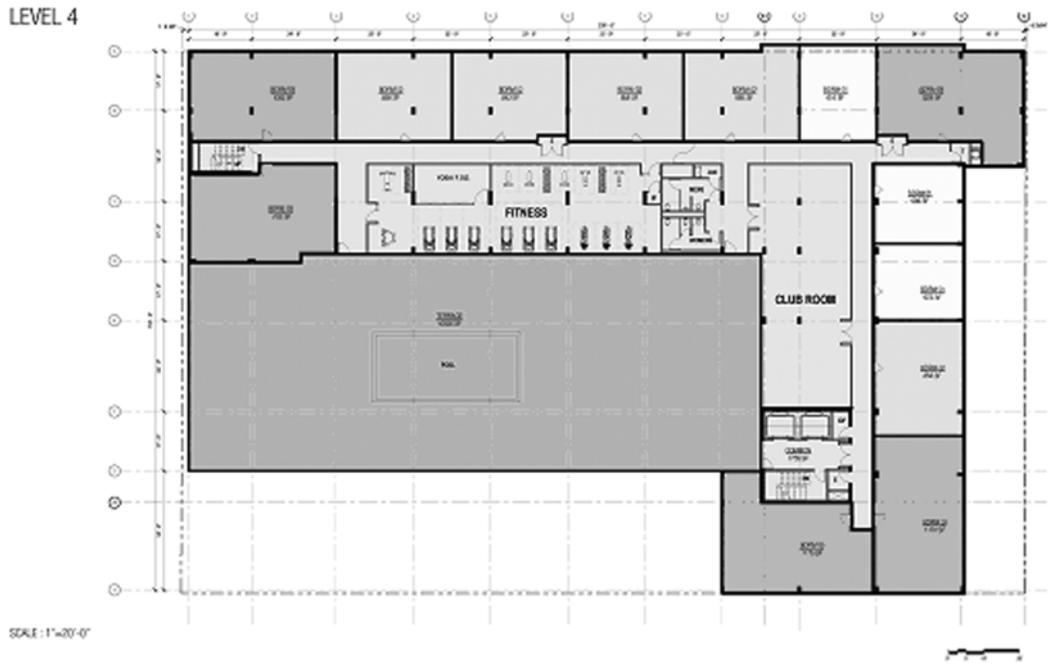
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CLAYCO  
THE ART & SCIENCE OF BUILDING

6105 Delmar  
January 19th, 2016



FORUM

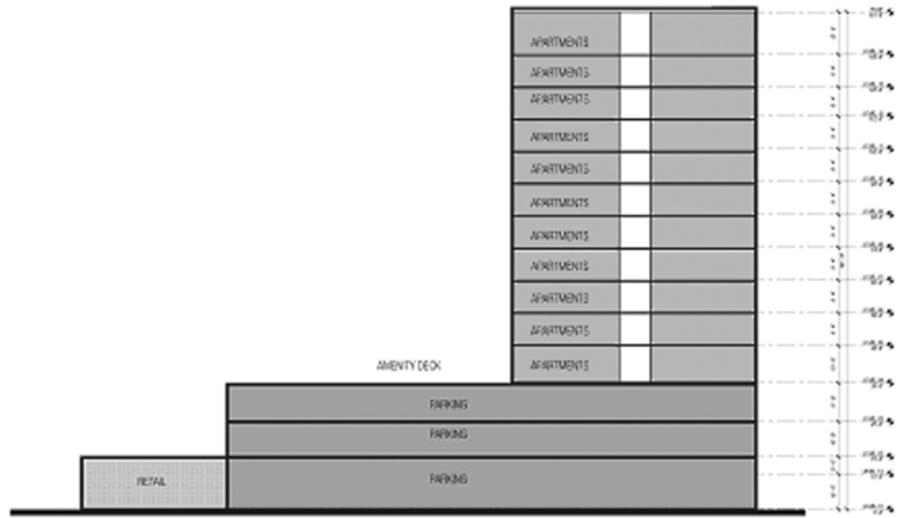
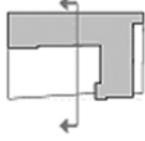


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6105 Delmar  
January 13th, 2016

FORUM

SCHEMATIC SECTION



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6105 Delmar  
January 18th, 2016  
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FORUM

VIEW 1



VIEW 2



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6105 Detroit  
January 18th, 2016  
12

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VIEW 3



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6105 Delmar  
January 13th, 2016  
34

FORUM

RETAIL VIEW



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6105 Delmar  
January 19th, 2016

FORUM

ENTRY

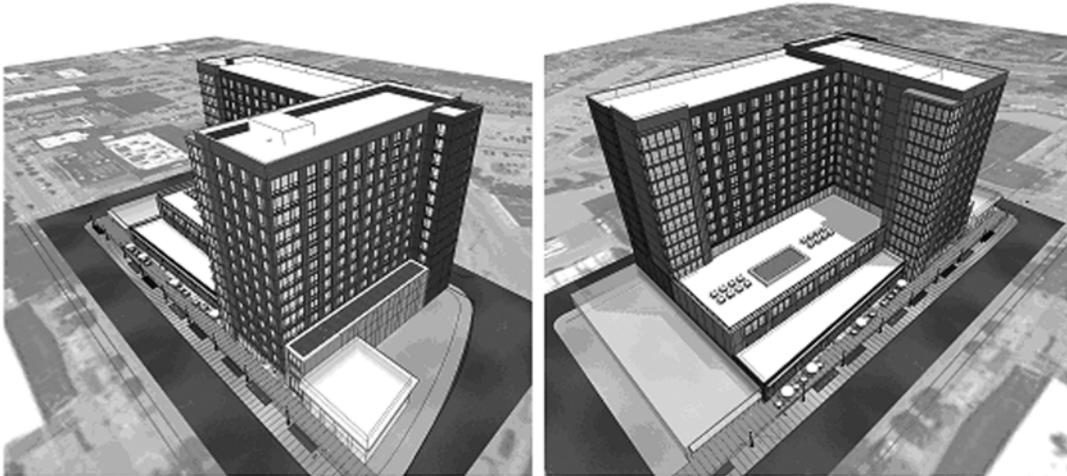


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6105 Delmar  
Jersey 19th, 2016

FORUM

OVERVIEW

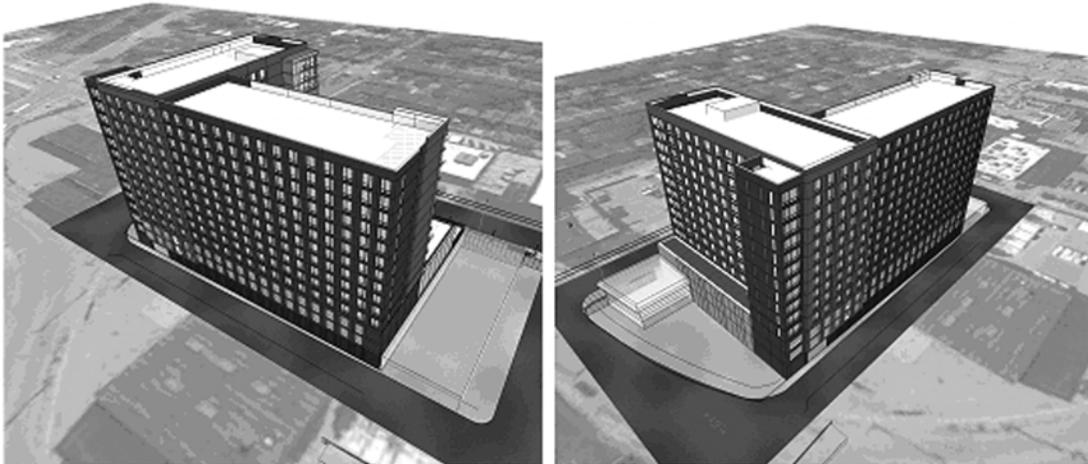


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6105 Delmar  
January 13th, 2016  
22

FORUM

OVERVIEW



CLAYCO  
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6105 Delmar  
January 19th, 2016  
23

FORUM

Approved: March 22, 2016

**ORDINANCE #70264**  
**Board Bill No. 317**

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

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

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

**WHEREAS**, the Delmar Loop Center North Redevelopment Plan envisioned the construction of a new commercial building and related uses (Delmar Loop Center North Redevelopment Project) and the City Board of Aldermen passed and the Mayor signed Ordinance No. 66971 designating the redevelopment project area as a “redevelopment area” as defined in Section 99.805 (12) of the Act (“Delmar Loop Center North Redevelopment Area”), approving that redevelopment plan and that redevelopment project, adopting tax increment financing within the Delmar Loop Center North Redevelopment Area, and establishing a special allocation fund for the Delmar Loop Center North Redevelopment Area and, pursuant to Ordinance 67063, a redevelopment agreement was entered into between the City of St. Louis (“City”) and Loop Center North, LLC requiring commencement of the project on June 1 2007, and subsequent completion of the project on August 1, 2008, and to date nothing has been commenced, and the city has discussed such failure of commencement and completion with Loop Center North, LLC and it does not object to terminating the said redevelopment agreement.

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

**SECTION ONE.** The Board of Aldermen of the City of St. Louis hereby dissolves the special allocation fund for the Delmar Loop Center North Redevelopment Area, as a “redevelopment area” pursuant to the Act.

**SECTION TWO.** The City Finance Officer (“Comptroller”) is hereby directed to disburse, after the payment of City’s expenses, all funds in the above named special allocation funds for the Delmar Loop Center North Redevelopment Area to the appropriate taxing districts in the manner provided in the Act.

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

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

**Approved: March 22, 2016**

**ORDINANCE #70265**  
**Board Bill No. 320**

An ordinance repealing Ordinance 66922 pertaining to a certain temporary street closing and enacting a new ordinance in lieu thereof authorizing and directing the Director of Streets to close, barricade, or otherwise impede the flow of traffic on McCausland Avenue by blocking said traffic flow at a point 156 feet west of the west curb line of Chippewa Street and further authorizing and directing the Director of Streets to close, barricade or otherwise impede the flow of traffic on Plainview Avenue by blocking said traffic flow at a point 155 feet west of the west curb line of Jamieson Avenue and further authorizing and directing the Director of Streets to close, barricade or otherwise impede the flow of traffic on Hiview Avenue by blocking said traffic flow at a point 155 feet west of the west curb line of Jamieson Avenue, and containing an emergency clause.

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

**SECTION ONE.** Ordinance 66922 is hereby repealed and the following ordinance is adopted pertaining to the same subject matter.

**SECTION TWO.** The Director of Streets is hereby authorized to close and barricade McCausland Avenue at a point 156 feet west of the west curb line of Chippewa Street.

**SECTION THREE.** The Director of Streets is hereby authorized to close and barricade Plainview Avenue at a point 155 feet west of the west curb line of Jamieson Avenue.

**SECTION FOUR.** The Director of Streets is hereby authorized to close and barricade Hiview Avenue at a point 155 feet west of the west curb line of Jamieson Avenue.

**SECTION FIVE. 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: April 1, 2016**

**ORDINANCE #70266  
Board Bill No. 306**

An Ordinance recommended by the Planning Commission on February 3, 2016, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District and "J" Industrial District to the "F" Neighborhood Commercial District in City Block 4631 (7144R Manchester Avenue & 7155 Lanham Avenue), so as to include the described parcels of land in City Block 4631; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Block 4631 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described as follows:

**LEGAL DESCRIPTION - 7144R MANCHESTER ROAD**

A PARCEL OF GROUND BEING PART OF SHARE B, OF MINGES ESTATE SUBDIVISION RECORDED IN SURVEYOR'S RECORD BOOK 9 PAGE 119, CITY OF ST. LOUIS RECORDER'S OFFICE, IN BLOCK 4631, IN ST. LOUIS, MISSOURI MORE PARTICULARLY AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF LOT 49, OF THE SUBDIVISION OF LOT 3, OF THE SUTTON TRACT, RECORDED IN PLAT BOOK 12 PAGE 24, CITY OF ST. LOUIS RECORDER'S OFFICE AND THE NORTHERN LINE OF LANHAM ROAD, 40 FEET WIDE;

THENCE NORTH 09 DEGREES 07 MINUTES 51 SECONDS EAST 192.00 FEET, ALONG THE EASTERN LINE OF SAID LOT 49, TO THE NORTHEASTERN CORNER OF SAID LOT 49, TO A POINT IN THE SOUTHERN LINE OF SAID SHARE B;

THENCE NORTH 83 DEGREES 23 MINUTES 28 SECONDS WEST 58.93 FEET, ALONG THE SOUTHERN LINE OF SAID SHARE B, TO THE SOUTHWESTERN CORNER OF SAID SHARE B, TO THE POINT OF BEGINNING;

THENCE NORTH 51 DEGREES 49 MINUTES 09 SECONDS EAST 116.81 FEET, ALONG THE WESTERN LINE OF SAID SHARE B, TO THE SOUTHEASTERN CORNER OF SHARE C, OF SAID MINGES ESTATE SUBDIVISION, TO A POINT;

THENCE NORTH 50 DEGREES 50 MINUTES 09 SECONDS EAST 223.00 FEET, ALONG THE WESTERN LINE OF SAID SHARE B, TO THE NORTHWESTERN CORNER OF SAID SHARE B, TO A POINT;

THENCE SOUTH 39 DEGREES 09 MINUTES 37 SECONDS EAST 170.59 FEET, ALONG THE NORTHERN LINE OF SAID SHARE B, TO THE NORTHEASTERN CORNER OF SAID SHARE B, TO A POINT;

THENCE SOUTH 61 DEGREES 11 MINUTES 14 SECONDS WEST 212.39 FEET, ALONG THE EASTERN LINE OF SAID

SHARE B, TO THE SOUTHEASTERN CORNER OF SAID SHARE B, TO A POINT;

THENCE NORTH 83 DEGREES 23 MINUTES 28 SECONDS WEST 187.60 FEET, ALONG THE WESTERN LINE OF SAID SHARE B, TO THE SOUTHWESTERN CORNER OF SAID SHARE B TO THE POINT OF BEGINNING AND CONTAINING 40,305 SQUARE FEET 0.93 ACRES AS PREPARED BY PITZMAN'S COMPANY.

**LEGAL DESCRIPTION PORTION - 7155 LANHAM AVENUE**

A PARCEL OF GROUND BEING PART OF LOT 49, OF THE SUBDIVISION OF LOT 3 OF THE SUTTON TRACT, RECORDED IN PLAT BOOK 12 PAGE 24, CITY OF ST. LOUIS RECORDER'S OFFICE, IN BLOCK 4631, ST. LOUIS, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERN LINE OF LANHAM ROAD, 40 FEET WIDE WITH THE SOUTHEASTERN CORNER OF SAID LOT 49;

THENCE NORTH 65 DEGREES 23 MINUTES 15 SECONDS WEST 41.95 FEET, ALONG THE NORTHERN LINE OF SAID LANHAM ROAD TO THE SOUTHEASTERN CORNER OF LOT 4, OF MAPLEWOOD THEATRE APARTMENTS, RECORDED IN PLAT BOOK 59 PAGE 3, OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, TO A POINT.

THENCE NORTH 11 DEGREES 08 MINUTES 39 SECONDS EAST 179.41 FEET, ALONG THE EASTERN LINE OF SAID LOT 4, TO THE NORTHEASTERN CORNER OF SAID LOT 4, TO A POINT IN THE SOUTHERN LINE OF SHARE B, OF MINGES ESTATE SUBDIVISION RECORDED IN SURVEYOR'S RECORD BOOK 9 PAGE 119, CITY OF ST. LOUIS RECORDER'S OFFICE;

THENCE SOUTH 83 DEGREES 23 MINUTES 28 SECONDS EAST 34.16 FEET, ALONG THE SOUTHERN LINE OF SAID SHARE B, TO THE NORTHEASTERN CORNER OF SAID LOT 49, TO A POINT;

THENCE SOUTH 09 DEGREES, 07 MINUTES, 51 SECONDS WEST 192.00 FEET, ALONG THE EASTERN LINE OF SAID LOT 49, TO THE NORTHERN LINE OF SAID LANHAM ROAD AND TO THE POINT OF BEGINNING AND CONTAINING 6,939 SQUARE FEET 0.16 ACRES AS PREPARED BY PITZMAN'S COMPANY.

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

### EXHIBIT A DISTRICT MAP



**Current Zoning District**

- |                                     |                               |
|-------------------------------------|-------------------------------|
| A Single-Family Dwelling District   | G Local Commercial District   |
| B Two-Family Dwelling District      | H Area Commercial District    |
| C Multiple-Family Dwelling District | I Central Business District   |
| D Multiple-Family Dwelling District | J Industrial District         |
| E Multiple-Family Dwelling District | K Unrestricted District       |
| F Neighborhood Commercial District  | L Jefferson Memorial District |

Rezoning Area

Rezoning Petition  
from "J" & "A" to "F"

PDA-010-16-REZ



Approved: April 22, 2016

**ORDINANCE #70267**  
**Board Bill No. 307**

An Ordinance recommended by the Planning Commission on February 3, 2016, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District and "F" Neighborhood Commercial District to the "F" Neighborhood Commercial District in City Block 4014 (1300-22 Hampton Avenue), so as to include the described parcel of land in City Block 4014; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Block 4014 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described as follows:

LOT A OF THE RESUBDIVISION OF LOTS 12 AND 13 OF GRATIOT IN BLOCK 4014 OF THE CITY OF ST. LOUIS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 49, PAGE 18 OF THE ST. LOUIS COUNTY RECORDS.

THE SURVEYED BOUNDARY OF SAID LOT A WAS MEASURED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT A; THENCE ALONG THE EAST LINE OF SAID LOT A, SOUTH 07 DEGREES 09 MINUTES 08 SECONDS WEST 268.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT A; THENCE ALONG THE SOUTH LINE OF SAID LOT A, NORTH 83 DEGREES 12 MINUTES 48 SECONDS WEST 143.64 FEET TO THE SOUTHERN CORNER OF SAID LOT A, ALSO BEING THE SOUTHEAST CORNER OF LOT B OF SAID RESUBDIVISION OF LOTS 12 AND 13 OF GRATIOT; THENCE ALONG THE COMMON LINE BETWEEN SAID LOTS A AND B THE FOLLOWING TWO COURSES AND DISTANCES: NORTH 08 DEGREES 01 MINUTES 12 SECONDS EAST 112.52 FEET; THENCE NORTH 81 DEGREES 50 MINUTES 48 SECONDS WEST 140.75 FEET TO THE SOUTHWEST CORNER OF SAID LOT A; THENCE ALONG THE WEST LINE OF SAID LOT A, NORTH 08 DEGREES 09 MINUTES 12 SECONDS EAST 195.25 FEET TO THE NORTHWEST CORNER OF SAID LOT A; THENCE ALONG THE NORTH LINE OF SAID LOT A, BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 1207.76 FEET (A CHORD BEARING SOUTH 74 DEGREES 27 MINUTES 56 SECONDS, AND DISTANCE OF 282.26 FEET) AN ARC DISTANCE OF 282.91 FEET TO THE POINT OF BEGINNING.

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

### EXHIBIT A DISTRICT MAP



**Current Zoning District**

-  A Single-Family Dwelling District
-  B Two-Family Dwelling District
-  C Multiple-Family Dwelling District
-  D Multiple-Family Dwelling District
-  E Multiple-Family Dwelling District
-  F Neighborhood Commercial District
-  G Local Commercial District
-  H Area Commercial District
-  I Central Business District
-  J Industrial District
-  K Unrestricted District
-  L Jefferson Memorial District

 Rezoning Area

Rezoning Petition  
from "AF" to "F"

PDA-009-16-REZ



Approved: April 22, 2016

**ORDINANCE #70268**  
**Board Bill No. 323**

An Ordinance Approving The Petition Of An Owner Of Certain Real Property To Establish A Community Improvement District, Establishing The 705 Olive Community Improvement District, Finding A Public Purpose For The Establishment Of The 705 Olive Community Improvement District, Authorizing the Execution of a Transportation Project Agreement Between The City And The 705 Olive Transportation Development District, Prescribing The Form And Details Of Said Agreement, Making Certain Findings With Respect Thereto, Authorizing Other Related Actions In Connection With The TDD Project, And Containing An Emergency Clause And Containing A Severability Clause.

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

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

**WHEREAS**, a petition has been filed with the City, requesting formation and establishment of the 705 Olive Community Improvement District (the "CID"), signed by the authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of the CID (the "Petition"); and

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

**WHEREAS**, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at St. Louis City Hall, 1200 Market Street, St. Louis, Missouri 63103 at 10:00 a.m. on March 9, 2016, by the Board of Aldermen; and

**WHEREAS**, the 705 Olive Transportation Development District (the "TDD") intends to undertake that certain "TDD Project" as described and defined in that certain Transportation Project Agreement (the "Transportation Project Agreement"), the form of which is attached hereto as **Appendix B**; and

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

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

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

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

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

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

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

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

establishment of the CID and the other transactions described herein.

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

**SECTION ONE.**

(a) A community improvement district, to be known as the “705 Olive Community Improvement District” (hereinafter referred to as the “CID”), is hereby established pursuant to the CID Act on certain real property described below to contract with a private property owner to demolish, remove, renovate, reconstruct, rehabilitate, repair and/or equip the existing building within the CID, impose a sales and use tax and carry out other functions as set forth in the Petition, which is attached hereto as **Appendix A** and incorporated herein by this reference.

(b) The CID boundaries are set forth in the Petition and are generally described as follows: Generally bounded by Locust Street to the North, 7th Street to the East, Olive Street to the South, and an alley on the West.

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

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

**SECTION FOUR.**

(a) Pursuant to the Petition, the CID shall be in the form of a political subdivision of the State of Missouri, known as the “705 Olive Community Improvement District.”

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

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

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

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

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

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

**SECTION EIGHT.** The property within the CID is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property was blighted under Sections 99.300 to 99.715, RSMo, pursuant to Ordinance No. [Board Bill No. 322].

**SECTION NINE.** Within one hundred twenty (120) days after the end of each fiscal year, the CID shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the CID during such fiscal year, and copies of written resolutions approved by the board of directors of the CID during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

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

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

**SECTION TWELVE.** The Register shall report in writing the creation of the 705 Olive Community Improvement District to the Missouri Department of Economic Development.

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

<u>Name</u>	<u>Term</u>
Laura Rebbe	2 years
Bairie Nichols	2 years
Steve Brendle	2 years
Amy Gill	4 years
Amrit Gill	4 years

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

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

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

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

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

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

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

**APPENDIX A**

Petition to Establish the 705 Olive Community Improvement District

**SEE ATTACHED**

**APPENDIX B**

Form of Transportation Project Agreement

**SEE ATTACHED**

**705 OLIVE TRANSPORTATION DEVELOPMENT DISTRICT**

**TRANSPORTATION PROJECT AGREEMENT**

THIS TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between the 705 OLIVE TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the “TDD”), and the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”).

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the “TDD Act”).

B. 705 Olive, LLC, a Missouri limited liability company, or an affiliate (the “Company”), has an interest in certain parking facilities located in the City.

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

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

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

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

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

*TDD Project.* The acquisition of an interest in certain surface and/or garage parking spaces, pursuant to the TDD Transfer Document, subject to the TDD Subtransfer Document, as set forth in the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis

*TDD Subtransfer Document.* That certain subtransfer, sublicense, and/or transfer agreement entered between the TDD and the Company, as may be amended from time to time by the parties thereto.

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

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

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

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

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

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

**Section 6. Miscellaneous.**

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

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

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

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



**IN WITNESS WHEREOF**, the parties have caused this 705 Olive Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

**705 OLIVE TRANSPORTATION DEVELOPMENT DISTRICT**

By: \_\_\_\_\_, Chairman

ATTEST:

By: \_\_\_\_\_, Secretary

**IN WITNESS WHEREOF**, the parties have caused this 705 Olive Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

**CITY OF ST. LOUIS, MISSOURI**

By: Mayor \_\_\_\_\_

By: Comptroller \_\_\_\_\_

Attest:

\_\_\_\_\_  
Register

Approved as to form:

\_\_\_\_\_  
City Counselor

**PETITION TO ESTABLISH  
705 OLIVE  
COMMUNITY IMPROVEMENT DISTRICT**

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

**City Of St. Louis, Missouri**

**2016**

**EXHIBITS**

- EXHIBIT A DISTRICT LEGAL DESCRIPTION
- EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH  
705 OLIVE  
COMMUNITY IMPROVEMENT DISTRICT**

This Petition ("Petition") to establish a Community Improvement District within a certain limited portion of the City of

St. Louis, Missouri (the “City”), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the “Act”).

As set forth herein, 705 Olive, LLC (the “Petitioner”), is signing this Petition in accordance with the Act to request that the governing body of the City (the “Board of Aldermen”) hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the “**705 Olive Community Improvement District**” (the “District”).

B. Legal Description

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

C. Boundary Map

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

2. PETITIONER

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

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

3. FIVE YEAR PLAN

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

A. Purposes of the District

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

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

B. Services and Improvements

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

- (a) Providing or contracting for the provision of cleaning, maintenance and other services to public and private property as well as providing for the provision of security personnel, equipment or facilities for the protection of property and persons, within the District;
- (b) Providing assistance to and/or contracting for the provision of constructing, reconstructing, installing, repairing, maintaining, and equipping any of the improvements permitted by the Act including, but not necessarily limited to, landscaping, meeting facilities, sidewalks, parking lots, streetscape, lighting, benches and other seating furniture, trash receptacles, utilities, and awnings; and
- (c) Providing or contracting for the provision of the demolition and removal, renovation, reconstruction, rehabilitation, repair, maintenance, and equipping of the existing building located within the District as permitted by the Act; and

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

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

C. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately one million, one hundred sixty three thousand, two hundred twenty-one dollars (\$1,163,221). CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

D. Powers

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

E. Annual Benchmarks for the Five-Year Plan

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

2016

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of Board of Directors and approval of District Sales Tax.
- Implement and collect District Sales Tax.
- Begin Construction of the Project.
- Issuance of District Obligations.

2017

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

2018

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

2019

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

2020

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

4. GOVERNANCE OF THE DISTRICT

A. Type of District

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

B. Board of Directors

1. Number

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

2. Qualifications

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

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

3. Initial Board of Directors

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

<b>Director:</b>	<b>Term:</b>
First	Two (2) Years
Second	Two (2) Years
Third	Four (4) Years
Fourth	Four (4) Years
Fifth	Two (2) Years

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

4. Successor Directors

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

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

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

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

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

The Board shall select the slate as follows:

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

5. REAL PROPERTY TAXES

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

6. SPECIAL ASSESSMENTS

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

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is seven hundred twenty eight thousand, four hundred dollars (\$728,400) according to the records of the City Assessor's Office.

8. SALES TAXES

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

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area pursuant to Section

67.1401(3) of the Act. The District Property should be determined to be a blighted area pursuant to Section 67.1401.2(3)(b) because the District is in the process of being declared a blighted area under Sections 99.300 to 99.715 of the Revised Statutes of Missouri by the Board of Aldermen.

10. LIFE OF DISTRICT

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

11. REQUEST TO ESTABLISH DISTRICT

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

12. NOTICE TO PETITIONER

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

13. BORROWING CAPACITY AND REVENUE GENERATION

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page for Petition to Establish the  
705 Olive Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish the 705 Olive Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	<b>705 Olive, LLC</b>
Owner's Telephone Number:	314.446.4526
Owner's Mailing Address	3701 Lindell Blvd St. Louis, MO 63108
Owner Entity Type:	Limited Liability Company
Name of Signer:	Amrit Bir Singh Gill
Basis of Legal Authority to Sign:	Co-Manager
Signer's Telephone Number:	314.446.4526
Signer's Mailing Address	3701 Lindell Blvd St. Louis, MO 63108

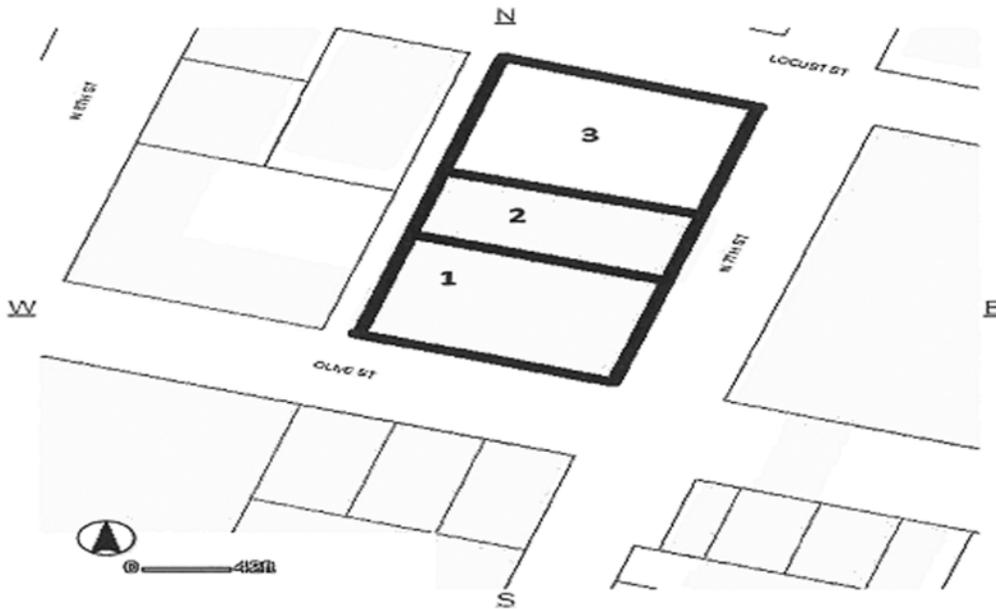
**The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:**

- Map ID #1**

Address:	303-305 N. 7 <sup>th</sup> St.
Parcel ID No.:	01810000700
Assessed Value:	\$367,700

- 2. **Map ID #2**  
Address: 307 N. 7<sup>th</sup> St.  
Parcel ID No.: 01810000600  
Assessed Value: \$317,900
  
- 3. **Map ID #3**  
Address: 700-710 Locust St.  
Parcel ID No.: 01810000500  
Assessed Value: \$222,800

MAP:



Note: The numbers on the map correspond with the Map ID # on the preceding page

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

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

705 OLIVE, LLC  
A MISSOURI LIMITED LIABILITY COMPANY

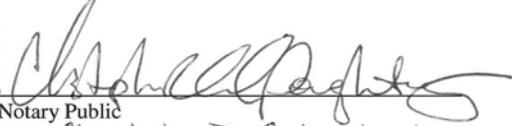
By:   
Amrit Bir Singh Gill

STATE OF Missouri )  
CITY ) ss.  
COUNTY OF ST. LOUIS )

On this 22<sup>nd</sup> day of February, 2016, before me appeared Amrit Gill, to me personally known, who, being by me duly sworn, did say that he is the ~~co-manager~~ manager of 705 Olive, LLC, a Missouri corporation, and that said Petition was signed by such company by authority of its members, and said person acknowledged said instrument to be the free act of said limited liability company.

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

[ SEAL ] CHRISTOPHER R. CASKEY-DOUGHERTY  
Notary Public - Notary Seal  
State of Missouri, Saint Louis City  
Commission # 15637389  
My Commission Expires Aug 16, 2019

  
Notary Public  
Name: Christopher R. Caskey-Dougherty

My Commission expires:  
Aug 16, 2019

**EXHIBIT "A"****DISTRICT LEGAL DESCRIPTION****PARCEL 1:**

A tract of land beginning at the Southeast corner of Block 181 in the City of St. Louis, Missouri; thence running Westwardly along the North line of Olive Street a distance of 127 feet 6 inches to an alley; thence North along the East line of said alley a distance of 84 feet 4 ½ inches; thence East and parallel with Olive Street a distance of 127 feet 6 inches to the West line of Seventh Street; thence South a distance of 84 feet 4 ½ inches to the point of beginning; bounded on the East by Seventh Street, South by Olive Street and West by an alley.

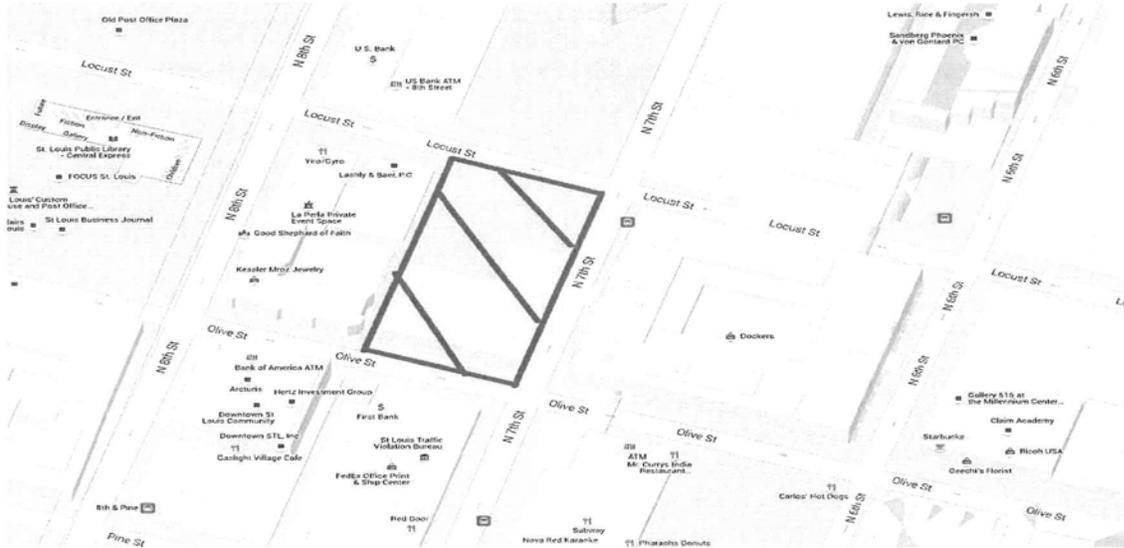
**PARCEL2:**

A Lot in Block 181 of the City of St. Louis, beginning at a point in the West line of Seventh Street 90 feet 8 ¼ inches South of the Northeast corner of said Block 181; thence West parallel to Locust Street, 127 feet 7 inches, more or less, to an alley 15 feet wide; thence South with the East line of said alley 53 feet 1 inch, more or less; thence East parallel with Locust Street, 127 feet 7 inches, more or less, to Seventh Street; thence North with the West line of Seventh Street, 53 feet 1 ¼ inches, more or less, to the place of beginning; bounded North by property now or formerly of the Trustees of the Missouri Botanical Garden and South by a line distant 84 feet 4 ¼ inches North of the North line of Olive Street, being the division line established by agreement between the Turner Real Estate Building Association of John A. Scudder and wife by Agreement dated July 6, 1889, recorded in Book 916 page 281 of the Recorder's Office of the City of St. Louis.

**PARCEL3:**

A Lot of ground in Block 181 of the City of St. Louis, beginning at a point on the South line of Locust Street where it is intersected by the Western line of Seventh Street; thence running Westwardly along the said South line of Locust Street, 127 feet 6 inches, more or less, to the East line of a public alley, thence Southwardly along said East line and parallel with Seventh Street 91 feet, more or less, to the North line of property now or formerly owned by the Turner Real Estate and Building Company; thence Eastwardly along said North line and parallel with Locust Street, 127 feet 6 inches, to the West line of Seventh Street; thence Northwardly along said West line of Seventh Street 91 feet, more or less, to the point of beginning.

### EXHIBIT "B" DISTRICT BOUNDARY MAP



\*Hatched area is District.

Approved: April 22, 2016

**ORDINANCE #70269****Board Bill No. 56**

An ordinance establishing a stop site for all northbound and southbound traffic traveling on Wabash Avenue at Lindenwood Place and containing an emergency clause.

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

**SECTION ONE.** There is hereby established a stop site for all northbound and southbound traffic traveling on Wabash Avenue at Lindenwood Place. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

**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.

**ORDINANCE #70270****Board Bill No. 300**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the issuance and delivery of not to exceed \$5,514,521 plus issuance costs principal amount of tax increment revenue notes (634 North Grand Redevelopment Project) Series 20\_\_ - A/B, of The City of St. Louis, Missouri; prescribing the form and details of such notes and the covenants and agreements made by the City to facilitate and protect the payment thereof; prescribing other matters relating thereto, and containing a severability clause.

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

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

**WHEREAS,** staff and consultants of the City and TLG 634 N. Grand, LLC, a Missouri limited liability company, prepared a plan for redevelopment titled "634 North Grand Tax Increment Financing (TIF) Redevelopment Plan" dated November 9, 2015, (as may be amended from time to time, the "Redevelopment Plan"), for an area containing ten (10) parcels consisting of approximately 2.5 acres of land (the "Redevelopment Area" or "Area"), which Redevelopment Area is more fully described in the Redevelopment Plan, such legal description being attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS,** the Redevelopment Area is subdivided into two redevelopment project areas, referred to herein as "RPA 1" and "RPA 2"; and

**WHEREAS,** on November 18, 2015, the TIF Commission found that completion of the RPA 1 Redevelopment Project (as hereinafter defined) would provide a substantial and significant public benefit through the elimination of blighting conditions, the strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, facilitation of the economic stability of the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the RPA 1 Redevelopment Project is not financially feasible and would not otherwise be completed; and

**WHEREAS,** on \_\_\_\_\_, 2016, after due consideration of the TIF Commission's recommendations and approval by the Board of Aldermen, the Mayor signed: (1) Ordinance No. \_\_\_\_\_ Board Bill No. \_\_\_\_ designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan for RPA 1 (the "RPA 1 Redevelopment Project"), adopting tax increment allocation financing within RPA1, and establishing the 634 North Grand Special Allocation Fund; and (2) Ordinance No. \_\_\_\_\_ Board Bill No. \_\_\_\_ authorizing the City to enter into a redevelopment agreement with Developer (as hereinafter defined); and

**WHEREAS,** pursuant to the Redevelopment Plan and Redevelopment Agreement, the City proposes to finance a portion of the costs of the RPA 1 Redevelopment Project by utilizing tax increment allocation financing in accordance with the TIF Act; and

**WHEREAS**, the City desires to issue, from time to time, its Tax Increment Revenue Notes (634 North Grand RPA1 Redevelopment Project), Series 20\_\_-A/B, (the “TIF Notes” or “Notes”), to provide funds for the aforesaid purpose, said Notes being payable solely from certain proceeds deposited into the Special Allocation Fund; and

**WHEREAS**, the City has determined that it is in the best interest of the City to sell the Notes from time to time at a private sale, without advertisement, to the Original Purchaser (as hereinafter defined) at a price equal to 100% of their face value; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the Notes be issued and secured in the form and manner as hereinafter provided to carry out the Redevelopment Project.

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

**SECTION ONE.** Any TIF Notes issued pursuant to this Ordinance shall conform to the following terms and conditions.

**ARTICLE I  
DEFINITIONS**

**Section 1.1 Definitions of Words and Terms.** In addition to the words and terms defined elsewhere in this ordinance (the “Ordinance”), the following capitalized words and terms, as used in this Ordinance, shall have the following meanings:

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

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

“Approving Ordinance” means Ordinance No. \_\_\_\_\_ Board Bill No. \_\_\_\_ signed by the Mayor on \_\_\_\_\_, 2016, designating the Redevelopment Area, approving the Redevelopment Plan, approving the RPA 1 Redevelopment Project, making certain findings with respect thereto, adopting tax increment financing within the Redevelopment Area, establishing the Special Allocation Fund, and authorizing certain related actions by City officials.

“Authorized Denominations” means an initial amount of \$100,000 or any integral multiple of \$1,000 in excess thereof, except with respect to the TIF Note issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Note may be issued in any denomination, subject to the limitation on the aggregate Principal Amount, subject to the limitation provided in **Section 2.1** of this Ordinance.

“Authorizing Ordinance” means Ordinance No. \_\_\_\_\_ Board Bill No. \_\_\_\_, signed by the Mayor on \_\_\_\_\_, 2016, affirming adoption of the Redevelopment Plan, Redevelopment Area, and RPA 1 Redevelopment Project, authorizing execution of a Redevelopment Agreement for the construction of the RPA 1 Redevelopment Project and making certain findings related thereto.

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

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

“Certificate of Commencement of Construction” means a document substantially in the form of Exhibit C to the Redevelopment Agreement, delivered by the Developer to the City in accordance with the Redevelopment Agreement and evidencing commencement of construction of the RPA 1 Redevelopment Project.

“Certificate of Reimbursable Redevelopment Project Costs” means a document substantially in the form of Exhibit D to

the Redevelopment Agreement provided by the Developer to the City in accordance with Redevelopment Agreement evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of Exhibit E to the Redevelopment Agreement, issued by the Developer to the City in accordance with the Redevelopment Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to construct the RPA 1 Redevelopment Project in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“City” means The City of St. Louis, Missouri, a body corporate and political subdivision duly authorized and existing under its charter and the Constitution and laws of the State of Missouri.

“Debt Service Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

“Debt Service Reserve Fund” means the fund by the name created in **Section 4.1** of this Ordinance.

“Debt Service Reserve Fund Requirement” means that amount as reasonably determined by the underwriter or placement agent for the TIF Notes with the concurrence of the City’s Finance Officer.

“Developer” means TLG 634 N. Grand, LLC, a Missouri limited liability company, duly incorporated and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

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

“Economic Activity Taxes” or “EATS” shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act, excluding any taxes that, under Missouri law, are not subject to tax increment financing.

“EATS Account” means the EATS Account of the Special Allocation Fund.

“Finance Officer” means the Comptroller of the City or her authorized agent.

“Issuance Costs” means all costs reasonably incurred by the City or Developer in furtherance of the issuance of TIF Notes, including without limitation, the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel, Bond Counsel and, at the City’s discretion, Developer’s counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the St. Louis Development Corporation), underwriters’ discounts and fees, if any, the costs of printing any TIF Notes and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Notes.

“Issuance Date” means the dated date of the TIF Notes.

“Maturity Date” means \_\_\_\_\_, which is the date that is twenty-three (23) years after the effective date of the Approving Ordinance.

“Ordinance” or “Note Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

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

“Owner” or “Registered Owner” means, when used with respect to any TIF Note, the person in whose name such TIF Note is registered.

“Payment Date” means, with respect to any TIF Note, each May 1 and November 1, commencing on the first May 1 or November 1 that immediately succeeds the City’s issuance of any TIF Obligations.

“Payments in Lieu of Taxes” or “PILOTS” shall have the meaning ascribed to such term in Section 99.805(11) of the TIF Act.

“PILOTS Account” means the PILOTS Account of the Special Allocation Fund.

“Public Infrastructure Financing Account” shall have the meaning set forth in the Redevelopment Agreement.

“Public Infrastructure Financing Amount” shall have the meaning set forth in the Redevelopment Agreement.

“Project Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

“Project Lender” means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer to be used for construction of the RPA 1 Redevelopment Project and has secured such loan with a mortgage or security interest in the RPA 1 Redevelopment Project.

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

“Redevelopment Agreement” or “Agreement” means that certain Redevelopment Agreement dated as of \_\_\_\_\_, between the City and the Developer, as may be amended from time to time.

“Redevelopment Area” means the real property legally described and set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “634 North Grand Tax Increment Financing (TIF) Redevelopment Plan” dated November 9, 2015, and as approved by the City pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“RPA 1 Redevelopment Project” means the redevelopment project for RPA 1 as identified by the Redevelopment Plan and Redevelopment Agreement.

“Register” or “Note Register” means the books for registration, transfer and exchange of the TIF Notes kept at the office of the Finance Officer.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs for which the Developer is eligible for reimbursement in accordance with the TIF Act and in accordance with the Redevelopment Agreement.

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

“Revenue Fund” means the fund by that name created in **Section 4.1** of this Ordinance.

“Series A Account” means the account by that name created in **Section 4.1** of this Ordinance.

“Series A Note(s)” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (634 North Grand RPA1 Redevelopment Project), Series 20\_\_\_\_-A, issued pursuant to this Ordinance in an aggregate amount not to exceed \$5,514,521 plus Issuance Costs, in substantially the form set forth in Exhibit B, attached hereto and incorporated herein by reference.

“Series B Account” means the account by that name created in Section 4.1 of this Ordinance.

“Series B Note” means the [Taxable][Tax-Exempt] Tax Increment Revenue Note (634 North Grand RPA1 Redevelopment Project), Series 20\_\_\_\_-B, issued pursuant to the Note Ordinance in an aggregate amount not to exceed \$5,514,521 plus Issuance Costs, less the aggregate outstanding principal amount of the Series A Notes, in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“Special Allocation Fund” means the City of St. Louis, Missouri, 634 North Grand Special Allocation Fund created by Ordinance No. \_\_\_\_ Board Bill No. \_\_\_\_ effective on \_\_\_\_\_, 2016 and including the accounts for the 634 North Grand RPA1 Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Ordinance, including a PILOTS Account and an EATS Account.

“Taxable TIF Notes” means any TIF Note, the interest on which (in the opinion of Bond Counsel) is not exempt from federal income taxation.

“Tax-Exempt TIF Notes” means any TIF Note, the interest on which (in the opinion of Bond Counsel) is exempt from federal income taxation.

“TIF Notes” means one or more series of not to exceed \$5,514,521 plus Issuance Costs Tax Increment Revenue Notes (634 North Grand RPA1 Redevelopment Project), Series 20\_\_-A/B issued by the City pursuant to and subject to the Redevelopment Agreement and this Ordinance in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

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

**Section 1.2 Rules of Construction.** For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and limited liability companies, including public bodies. The headings and captions herein are not a part of this document.

Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted accounting principles.

(c) Whenever an item or items are listed after the word “including,” such listing is not intended to be an exhaustive listing that excludes items not listed.

## ARTICLE II AUTHORIZATION OF TIF NOTES

**Section 2.1 Authorization of TIF Notes.** There are hereby authorized and directed to be issued by the City to the Original Purchaser one or more series of the TIF Notes in an aggregate principal amount not to exceed \$5,514,521 plus Issuance Costs. The TIF Notes shall be in substantially the form of Exhibit B, attached hereto and incorporated herein by reference.

### **Section 2.2 Description of TIF Notes.**

(a) Title of TIF Notes. There may be issued one series of one or more Series A Notes in an aggregate principal amount not to exceed \$5,514,521 plus Issuance Costs authorized hereunder and one series of one or more Series B Notes in an aggregate principal amount not to exceed \$5,514,521 plus Issuance Costs less the aggregate principal amount of Series A Notes. The Series A Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (634 North Grand RPA1 Redevelopment Project), Series 20\_\_-A”. The Series B Notes shall be designated “[Taxable]/[Tax-Exempt] Tax Increment Revenue Notes (634 North Grand RPA1 Redevelopment Project), Series 20\_\_-B”. The TIF Notes may have such further appropriate particular designation added to or incorporated in such title for the TIF Notes of any particular series as the City may determine.

(b) Form of TIF Notes. The TIF Notes shall be substantially in the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(c) Terms of TIF Notes. The TIF Notes shall mature (subject to redemption and payment prior to maturity as provided in Article III hereof), on the date that is twenty-three (23) years after the effective date of the Approving Ordinance, which is \_\_\_\_\_. Each TIF Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) and not more than sixty (60) business days prior to the scheduled closing date for issuance of the TIF Notes (the “Pricing Date”) based on the municipal yield curve for general obligation bonds (the “MMD”) compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Issuance Date for general obligation bonds rated “AAA” that mature in the same year as the TIF Notes, (i) plus four percent (4%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the “Taxable Rate”), or (ii) plus two percent (2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the “Tax Exempt Rate”); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear interest from their registration date or from the most recent

Payment Date to which interest has been paid or duly provided for.

- (d) Denominations. The TIF Notes shall be issuable as fully registered TIF Notes in Authorized Denominations.
- (e) Numbering. Unless the City directs otherwise, each series of TIF Notes shall be numbered from R-1 upward.
- (f) Dating. The TIF Notes shall be dated as provided in Section 2.7, as evidenced by the Finance Officer's signature on Schedule A to each TIF Note.
- (g) Evidence of Principal Payments. The payment of principal of the TIF Notes on each Payment Date shall be noted on the TIF Notes on Schedule A thereto. The original Schedule A to the TIF Note shall be held by the Finance Officer in trust, unless otherwise directed in writing by the Owners thereof. If such Schedule A is held by the Finance Officer, the Finance Officer shall, on each Payment Date, send a revised copy of Schedule A via facsimile to the Owner. Absent manifest error, the amounts shown on Schedule A held by the Finance Officer shall be conclusive evidence of the principal amount paid on the TIF Notes.
- (h) Sale of TIF Notes. When TIF Notes have been executed and authenticated as required by this Ordinance, the Finance Officer shall hold the TIF Notes in trust or, if directed in writing by the Owners thereof, deliver the TIF Notes to or upon the order of the Owners thereof, as provided in paragraph (g) above, but only upon payment to the City of a purchase price equal to one hundred percent (100%) of the face amount of the TIF Notes, which payment shall be deemed to have occurred under the circumstances described in **Section 4.5** of this Ordinance.

**Section 2.3 Finance Officer to Serve as Paying Agent and Registrar.** The Finance Officer or the authorized representative thereof is hereby designated as the paying agent ("Paying Agent") for the payment of principal of and interest on the TIF Notes and the bond registrar with respect to the registration, transfer and exchange of the TIF Notes and for allocating and holding funds as provided herein.

**Section 2.4 Security for TIF Notes.** The Series A Notes shall be equally and ratably secured by Available Revenues. The Series B Notes shall be equally and ratably secured by the Available Revenues on a subordinate basis to the Series A Notes. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. TIF Notes may be issued in two series, with one series subordinate to TIF Notes of the other series issued hereunder (the "Subordinate Notes"), such that no payment of principal or interest on any such Subordinate Notes may be made while any TIF Notes are outstanding. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

**Section 2.5 Method and Place of Payment of TIF Notes.** The principal of and interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment shall be made by the Finance Officer as provided in this Note Ordinance and as set forth in **Exhibit B**. Principal and interest shall be payable by check or draft at the office of the Finance Officer or by wire transfer to the person in whose name such TIF Note is registered on the Register on each Payment Date.

**Section 2.6 Registration, Transfer and Assignment.** So long as the TIF Notes remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for the registration, transfer and exchange of the TIF Notes as herein provided. The TIF Notes when issued shall be registered in the name of the Original Purchaser thereof on the Register.

The TIF Notes and beneficial interest therein may only be purchased by an Original Purchaser and subsequently transferred or assigned to an Approved Investor upon the execution by the Approved Investor of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, stating that such Original Purchaser, transferee or assignee (i) is an Approved Investor and (ii) has sufficient knowledge and experience in business and financial matters in general, and investments such as the TIF Notes in particular, to enable the Original Purchaser, transferee or assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be transferred and exchanged only upon the records of the City. Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in the form of fully registered Notes without coupons in minimum denominations of One Thousand Dollars (\$1,000), except with respect to the TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the same aggregate principal amount outstanding as the TIF Note which was presented for transfer

or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket costs incurred by the City in connection with the administration of such transfer, exchange or assignment.

**Section 2.7 Execution, Authentication and Delivery of the TIF Notes.** Each of the TIF Notes, including any TIF Notes issued in exchange or as substitution for the TIF Notes initially delivered, shall be signed by the manual or facsimile signature of the Mayor and the Finance Officer of the City, attested by the manual or facsimile signature of the City Register, and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any TIF Note ceases to be such officer before the delivery of such TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any TIF Note may be signed by such persons who at the actual time of the execution of such TIF Note are the proper officers to sign such TIF Note although at the date of such TIF Note such persons may not have been such officers.

The Mayor, Finance Officer and City Register are hereby authorized and directed to prepare and execute the TIF Notes as hereinbefore specified, and when duly executed, to deliver the TIF Notes to the Finance Officer for authentication.

The TIF Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Schedule A of Exhibit B** hereto, which shall be manually executed by an authorized signatory of the Finance Officer, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the TIF Notes that may be issued hereunder at any one time. No TIF Note shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose until the certificate of authentication has been duly executed by the Finance Officer. Such executed certificate of authentication upon any TIF Note shall be conclusive evidence that such TIF Note has been duly authenticated and delivered under this Ordinance.

The TIF Notes shall be initially executed and authenticated by the City upon the last to occur of the following: (i) acceptance or deemed acceptance of the Certificate of Substantial Completion; (ii) approval of a Certificate of Reimbursable Redevelopment Project Costs; (iii) receipt of an opinion of Bond Counsel regarding the taxable nature of the TIF Notes; (iv) the full payment of all advances required to be paid under Section 2.2 of the Redevelopment Agreement; (v) receipt of such other documentation as the City shall reasonably require of Developer and any Original Purchaser, in order for the City to obtain an opinion of Bond Counsel as required by this Section 5.1 of the Redevelopment Agreement; (vi) the completion of Section 4.3 of the Redevelopment Agreement; and (vii) the determination of the size of the TIF Notes.

Upon the Developer's satisfaction of the foregoing conditions and upon approval of each Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at the request of the City upon instructions of the Developer, endorse an outstanding TIF Note on Schedule A thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions of the Developer issue a new TIF Note in a principal amount equal to such Reimbursable Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each such TIF Note shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs except that the initial endorsement of each TIF Note shall be dated the Issuance Date of such TIF Note. Thereupon, pursuant to Section 2.2(h), the TIF Notes shall either be held or delivered to or upon the order of the party submitting the Certificate of Reimbursable Redevelopment Project Costs relating to such Notes. Upon acceptance by the City of such a Certificate of Reimbursable Redevelopment Project Costs in accordance with the Redevelopment Agreement and upon execution and authentication of the TIF Notes as required by this Ordinance, the Developer shall be deemed to have advanced funds to the City in an amount equal to the purchase price of the TIF Notes, which shall be one hundred percent (100%) of the face amount of the TIF Notes, and, upon the issuance of an endorsement of the TIF Notes as provided in the preceding paragraph, the City shall be deemed to have reimbursed the Developer in full for such Reimbursable Redevelopment Project Costs.

**Section 2.8 Mutilated, Lost and Stolen TIF Notes.** If any mutilated TIF Note is surrendered to the Finance Officer or the Finance Officer receives evidence to his/her satisfaction of the destruction, loss or theft of any TIF Note and there is delivered to the Finance Officer such security or indemnity as may be required by it to save the City and the Finance Officer harmless, then, in the absence of notice to the Finance Officer that such TIF Note has been acquired by a bona fide purchaser, the City shall execute and the Finance Officer shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen TIF Note, a new TIF Note with the same Maturity Date and of like tenor and principal amount. Upon the issuance of any new TIF Note under this Section, the City and the Finance Officer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. If any such mutilated, destroyed, lost or stolen TIF Note has become or is about to become due and payable, the Finance Officer may, in its discretion, pay such TIF Note instead of issuing a new TIF Note.

**Section 2.9 Cancellation, Discharge and Abatement of TIF Notes.** All TIF Notes that have been paid or redeemed or that otherwise have been surrendered to the Finance Officer, either at or before the Maturity Date, shall be canceled and destroyed by the Finance Officer in accordance with existing security regulations upon the payment or redemption of such TIF Note and the surrender thereof to the Finance Officer. The Finance Officer shall execute a certificate in duplicate describing the TIF Notes so cancelled and destroyed, and shall file an executed counterpart of such certificate with the City.

**NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN THE REDEVELOPMENT AGREEMENT.**

### **ARTICLE III REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST**

**Section 3.1 Optional Redemption.** The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption. The TIF Notes shall be called by the City for optional redemption pursuant to this Section without the necessity of any action by the City other than as provided in **Section 4.3** of this Ordinance. If only a partial redemption is to occur, then each TIF Note from within a Series shall be redeemed in the order of maturity designated by the City, and within any maturity the TIF Notes shall be redeemed in Authorized Denominations by the City in such manner as it may determine. In the event of an optional redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days (five days if all of the Notes are owned by the Developer) and not more than sixty (60) days prior to the date fixed for redemption, to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of optional redemption shall be dated and shall contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all outstanding Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer. The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

**Section 3.2 Special Mandatory Redemption.** All TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, which amount of principal being redeemed shall be an amount equal to Available Revenues then on deposit in the applicable account of the Special Allocation Fund and which will not be required for the payment of interest on such Payment Date.

In the event of a special mandatory redemption of any Notes with a Registered Owner other than Developer or a Related Entity, unless waived by such Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption, to each Registered Owner other than Developer or a Related Entity of the Notes to be redeemed at the address shown on the Note Register.

**Section 3.3 Selection of Notes to be Redeemed.** TIF Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes or portions of TIF Notes from within the same Series to be redeemed shall be selected in Authorized Denominations by the Finance Officer in such equitable manner as it may determine. In the case of a partial redemption of TIF Notes from within the same Series when TIF Notes of denominations greater than the minimum Authorized Denomination are then outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate TIF Note of the denomination of the minimum Authorized Denomination.

**Section 3.4 Notice and Effect of Call for Redemption.** In the event of any optional or special mandatory redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and
- (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption. All Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

#### **ARTICLE IV FUNDS AND REVENUES**

**Section 4.1 Creation of Funds and Accounts.** There are hereby created or ratified and ordered to be established in the treasury of the City the Special Allocation Fund into which all TIF Revenues and the Public Infrastructure Financing Amount shall be deposited, and within it the following separate funds and accounts:

- (a) PILOTS Account;
- (b) an EATS Account;
- (c) a Revenue Fund and, within it, (i) a PILOTS Account; (ii) an EATS Account and (iii) the Public Infrastructure Financing Account, into which all Available Revenues, shall be deposited;
- (d) a Debt Service Fund, and, within it, (i) a Series A Account; and (ii) a Series B Account; and
- (e) a Debt Service Reserve Fund, if established on the Issuance Date; and
- (f) a Project Fund.

**Section 4.2 Administration of Funds and Accounts.** The Special Allocation Fund and the funds and accounts established therein shall be maintained in the treasury of the City and administered by the City solely for the purposes and in the manner as provided in the Act, this Ordinance, the Approving Ordinance, and the Authorizing Ordinance so long as any TIF Notes remain outstanding hereunder.

#### **Section 4.3 Revenue Fund.**

- (a) On or before the date that is five (5) days prior to each Payment Date while the TIF Notes remain outstanding, the City shall transfer and deposit:
  - (i) Those Available Revenues attributable to PILOTS into the PILOTS Account of the Revenue Fund;
  - (ii) Those Available Revenues attributable to EATS into the EATS Account of the Revenue Fund; and
  - (iii) Those Available Revenues attributable to the Public Infrastructure Financing Amount into the Public Infrastructure Financing Account.

(b) Available Revenues in the Revenue Fund shall be applied, first from the EATS Account, second from the PILOTS Account and third from Public Infrastructure Financing Amount for the purposes and in the amounts as follows:

*First*, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate;

*Second*, to the Finance Officer of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Third*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any Series A Notes on each Payment Date;

*Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Notes on each Payment Date;

*Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

*Sixth*, for transfer to the Debt Service Reserve Fund, if established, such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

*Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Eighth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

*Ninth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

*Tenth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, all other remaining money in the PILOTS Account and the EATS Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable, and all remaining money in the Public Infrastructure Financing Account shall be transferred to other City accounts and funds at the direction of the Finance Officer.

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

(c) Notwithstanding anything to the contrary contained herein, TIF Revenues shall not be used to pay more than 87.9% of the total payments described in (b) above (which the parties agree is the maximum amount of tax increment financing available for RPA 1 pursuant to the Redevelopment Plan (i.e.,  $\$4,850,000 / \$5,514,521 = 87.9\%$ )).

(d) Upon the payment in full of the principal of and interest on all TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under this Ordinance, all PILOTS and EATs remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act and all remaining money in the Public Infrastructure Financing Account shall be transferred to other City accounts and funds at the direction of the Finance Officer.

#### **Section 4.4 Debt Service Fund.**

(a) All amounts paid and credited to the Debt Service Fund shall be expended solely for (i) the payment of the principal of and interest on the TIF Notes as the same mature and become due or upon the redemption thereof, said TIF Notes all being subject to special mandatory redemption thereof, or (ii) to purchase Notes for cancellation prior to maturity.

(b) The City hereby authorizes and directs the Finance Officer to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the TIF Notes as the same become due and payable, and to make said moneys so withdrawn available for the purpose of paying said principal of and interest on the TIF Notes.

(c) After payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in this Ordinance), payment of the fees and expenses of the Finance Officer, and payment of any other amounts required to be paid under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

**Section 4.5 Project Fund.** Upon acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note pursuant to **Section 2.7** of this Ordinance, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Note and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in full for such costs from the amounts deemed to be on deposit in the Project Fund.

**Section 4.6 Debt Service Reserve Fund.** Except as herein otherwise provided, funds on deposit in the Debt Service Reserve Fund shall be used and applied by the Finance Officer solely to prevent a default in the event moneys on deposit in the Debt Service Fund shall be insufficient to pay the principal of and interest on the Series A Notes as the same become due. The Finance Officer may disburse and expend moneys from the Debt Service Reserve Fund whether or not the amount therein equals the Debt Service Reserve Fund Requirement. Moneys on deposit in the Debt Service Reserve Fund may be used to pay Series A Notes called for redemption or to purchase Series A Notes in the open market, prior to the Maturity Date, provided all Notes at the time outstanding are called for redemption or purchased and sufficient funds are available therefore. Moneys on deposit in the Debt Service Reserve Fund shall be used to pay and retire the Series A Notes last becoming due, unless such Notes and all interest thereon are otherwise paid.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Fund Requirement, investment earnings on funds on deposit in the Debt Service Reserve Fund shall be deposited into the Series A Account of the Debt Service Fund; provided, however, that if no Series A Notes are then outstanding, such investment earnings shall be deposited into the Series B Account of the Debt Service Fund. If the sum on deposit in the Debt Service Reserve Fund shall be less than the Debt Service Reserve Fund Requirement, investment earnings on funds in the Debt Service Reserve Fund shall remain therein and be applied to reducing such deficiency.

So long as the sum on deposit in the Debt Service Reserve Fund shall aggregate an amount equal to the Debt Service Reserve Fund Requirement on each Payment Date, no further deposits to said Debt Service Reserve Fund shall be required. Investments and moneys in the Debt Service Reserve Fund shall be valued at the market value thereof, exclusive of accrued interest, by the Finance Officer on and the amount on deposit therein determined accordingly.

Notwithstanding any other provision of this Ordinance to the contrary, to the extent that any principal or interest on the TIF Obligations remain unpaid on the Maturity Date, any amounts remaining on deposit in the Debt Service Reserve Fund shall be used to retire pay and retire any such unpaid TIF Obligations.

After payment in full of the principal of, premium, if any, and interest on the Notes (or provision has been made for the payment thereof as specified in the Ordinance), the fees, charges and expenses of the Finance Officer and any Paying Agent and any other amounts required to be paid under the Ordinance or any other instrument entered into with respect to the Notes, all amounts remaining in the Debt Service Reserve Fund shall be paid to the City.

**Section 4.7 Nonpresentment of Notes.** If any TIF Note is not presented for payment when the principal thereof becomes due at stated maturity or prior redemption date, if funds sufficient to pay such TIF Note have been made available to the Finance Officer, all liability of the City to the Registered Owner thereof for the payment of such TIF Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Finance Officer to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such TIF Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said TIF Note. If any TIF Note is not presented for payment within five (5) years following the date when such TIF Note becomes due at maturity, the Finance Officer shall repay to the City the funds theretofore held by it for payment of such TIF Note, and such TIF Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured, special limited obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Finance Officer, and the City shall not be liable for any interest thereon and shall not be regarded as a Finance Officer of such money.

## ARTICLE V REMEDIES

**Section 5.1 Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owner. The Owner shall have the right:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

**Section 5.2 Limitation on Rights of Owner.** The Owner secured hereby shall not have any right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

**Section 5.3 Remedies Cumulative.** No remedy conferred herein upon the Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owner by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Owner, then, and in every such case, the City and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VI DEPOSIT AND INVESTMENT OF MONEYS

**Section 6.1 Deposits of Moneys.** All moneys deposited with or paid to the Finance Officer for the account of the various funds established under this Ordinance shall be held by the Finance Officer in trust and shall be applied only in accordance with this Ordinance. The Finance Officer shall not be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

**Section 6.2 Investment of Moneys.** Moneys held in any fund or account referred to in this Ordinance shall be invested by the City as set forth in Section 95.530 Revised Statutes of Missouri, as amended. All earnings on any investments held in any fund shall accrue to and become a part of such fund or account, except the Debt Service Reserve Fund as provided in Section 4.6 herein.

## ARTICLE VII MISCELLANEOUS PROVISIONS

**Section 7.1 Covenant to Request Appropriations.** The City agrees that it shall comply with its Charter, Article XVI, Section 3 for each fiscal year of the City that the TIF Notes are outstanding and the City official(s) shall request an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in **Section 4.3** of this Ordinance.

**Section 7.2 Tax Matters.** Neither the City nor the Developer shall use or permit the use of any proceeds of the Tax Exempt TIF Note to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause the Tax Exempt TIF Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use or permit the use of any proceeds of the Tax Exempt TIF Note, and shall not take or permit to be taken any other action or actions, which would result in the Tax Exempt TIF Note being treated as other than an obligation described in Section 103(a) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use any portion of the proceeds

of the Tax Exempt TIF Note, including any investment income earned on such proceeds, in any manner that would cause the Tax Exempt TIF Note to be a "private activity bond" within the meaning of Section 141(a) of the Code. The officers of the City, including the Mayor, the Finance Officer and the City Register, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Section.

**Section 7.3 Payments Due on Saturdays, Sundays and Holidays.** In any case where the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business day in the City, then payment of principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the Payment Date, and no interest shall accrue for the period after such date.

**Section 7.4 Notices, Consents and Other Instruments.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the TIF Note, if made in the following manner, shall be sufficient for any of the purposes of the Ordinance, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the TIF Note, the amount or amounts and other identification of the TIF Note, and the date of holding the same shall be proved by the registration books of the City.

**Section 7.5 Execution of Documents; Further Authority.** The City is hereby authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the TIF Notes and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The officers of the City, including without limitation the Mayor, the Finance Officer and the Register, are hereby authorized and directed to execute, and the City Register is hereby authorized and directed where appropriate to attest, all certificates, documents or other instruments, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instrument and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 7.6 Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 7.7 Governing Law.** This Ordinance shall be governed exclusively by and constructed in accordance with the applicable internal laws of the State of Missouri without reference to its conflict of law principles.

**Section 7.8 Private Sale.** The Board of Aldermen of the City hereby declares that it is in the City's best interest to sell the TIF Notes at private sale because a public sale of the TIF Notes would cause additional expense to the City and because the condition of the current financial markets makes such a public sale not feasible or the best course of action for the City.

**Section 7.9 Termination.** After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of the Authorizing Ordinance, the Developer has not (i) executed the Redevelopment Agreement pertaining to the RPA 1 Redevelopment Project and (ii) paid all fees due to the City in accordance with the terms of the Redevelopment Agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

**EXHIBIT A**  
**Legal Description of 634 North Grand Redevelopment Area (RPA1)**

**EXHIBIT B  
Form of Note**

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO THE “DEVELOPER,” A “RELATED ENTITY” A “QUALIFIED INSTITUTIONAL BUYER” OR “PROJECT LENDER,” AS DEFINED IN THE NOTE ORDINANCE, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**Registered**

**Registered**

**No. R-\_\_**

**Not to Exceed \$5,514,521  
plus Issuance Costs  
(See Schedule A attached)**

**THE CITY OF ST. LOUIS, MISSOURI**

**[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE  
(634 NORTH GRAND RPA1 REDEVELOPMENT PROJECT)  
SERIES 20\_\_-A/B**

Rate of Interest:  
[\_\_%]

Maturity Date:  
\_\_\_\_\_

Dated Date:  
\_\_\_\_\_

CUSIP Number:  
None

**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:** See SCHEDULE A attached hereto.

THE CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the “City”), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each May 1 and November 1 (each, a “Payment Date”), commencing on the first May 1 or November 1 following the City’s acceptance or deemed acceptance of the Certificate of Substantial Completion in accordance with the Redevelopment Agreement between the City and TLG 634 N. Grand, LLC, (the “Developer”), dated as of \_\_\_\_\_, as amended (the “Redevelopment Agreement”), until all principal and interest accruing pursuant to this TIF Note is paid in full except as otherwise provided herein. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. \_\_\_\_\_ signed by the Mayor on \_\_\_\_\_, 2016 (the “Note Ordinance”) or the Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE \_\_\_\_\_, WHICH IS TWENTY-THREE YEARS FROM THE EFFECTIVE DATE OF THE ORDINANCE APPROVING THE RPA1 REDEVELOPMENT PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY’S OBLIGATIONS HEREUNDER.**

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this TIF Note at the payment office of the Finance Officer of the City or her authorized agent (the “Finance Officer”). The principal of and interest on the TIF Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft or by wire transfer

to the person in whose name this TIF Note is registered at the office of the Finance Officer to the Registered Owner on the Register on each Payment Date. Except as otherwise provided in Section 2.8 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the TIF Notes is payable unless the Registered Owner thereof has surrendered such TIF Notes at the office of the Finance Officer.

This TIF Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (634 North Grand RPA I Redevelopment Project), Series 20\_\_\_-A/B," issued in an aggregate principal amount of not to exceed \$5,514,521 plus Issuance Costs (the "TIF Notes" or "Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri, as amended (the "Act"), and pursuant to the Note Ordinance.

The TIF Notes and the interest thereon are and shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account, (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of TIF Notes and (c) subject to annual appropriation, the Public Infrastructure Financing Account that have been appropriated to the repayment of TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTS Account of the Special Allocation Fund are those payments in lieu of taxes ("PILOTS"), as defined in Sections 99.805(11) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in the Redevelopment Area, as allocated and paid to the City's Treasurer by the City's Collector of Revenue who shall deposit such PILOTS into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the EATS Account of the Special Allocation Fund are those amounts subject to annual appropriation by the Board of Aldermen, equal to fifty percent (50%) of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(17) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2015 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and taxes imposed on sales pursuant to subsection 2 of section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, all in accordance with Section 99.845.3 of the Act, as may be amended from time to time, and any other tax, license or fee that may be excluded from tax increment financing by Missouri law. Notwithstanding the foregoing, EATS shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

The Series A TIF Notes shall be equally and ratably secured by Available Revenues. The Series B TIF Notes shall be equally and ratably secured by the Available Revenues on a subordinate basis to the Series A Notes. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

Available Revenues shall be applied, first from the EATS Account, and second from the PILOTS Account, to payments on this TIF Note as follows:

*First*, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes under Section 148 of the Internal Revenue

Code of 1986, as amended, including any costs of calculating arbitrage rebate;

*Second*, to the Finance Officer of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Finance Officer and one half to the St. Louis Development Corporation), 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Third*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any Series A Notes on each Payment Date;

*Fourth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series A Notes on each Payment Date;

*Fifth*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series A Notes on the next succeeding Payment Date;

*Sixth*, for transfer to the Debt Service Reserve Fund, if established, such amount as may be required to restore any deficiency in the Debt Service Reserve Fund if the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement;

*Seventh*, to the Series A Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series A Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Eighth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on the Series B Note on each Payment Date;

*Ninth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any Series B Note on each Payment Date;

*Tenth*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the interest on the Series B Notes on the next succeeding Payment Date;

*Eleventh*, if no Series A Notes are outstanding, to the Series B Account of the Debt Service Fund, an amount sufficient to pay the principal of any Series B Note that is subject to redemption pursuant to this Note Ordinance on each Payment Date; and

*Twelfth*, all other remaining money in the PILOTS Account and the EATS Account of the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act, as applicable, and all remaining money in the Public Infrastructure Financing Account shall be transferred to other City accounts and funds at the direction of the Finance Officer.

Notwithstanding any other provision hereof to the contrary, to the extent that any principal or interest on the TIF Notes remains unpaid on the Maturity Date, any amounts remaining on deposit in the Debt Service Reserve Fund established pursuant to the Note Ordinance shall be used to retire pay and retire any such unpaid TIF Notes.

Notwithstanding anything to the contrary contained herein, TIF Revenues shall not be used to pay more than 87.9% of the total payments described above (which the City and the Developer agree is the maximum amount of tax increment financing available for RPA 1 pursuant to the Redevelopment Plan (i.e., \$4,850,000 / \$5,514,521 = 87.9%)).

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

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

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.**

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date.

The TIF Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such TIF Notes or portion of TIF Notes shall cease to bear interest. Upon surrender of such TIF Notes for redemption in accordance with such notice, the redemption price of such TIF Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any TIF Note, there shall be prepared for the Registered Owner a new TIF Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

TIF Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

**THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO AN APPROVED INVESTOR, AS DEFINED IN THE NOTE ORDINANCE, AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" is defined in the Note Ordinance, and includes, among others, (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of \$50,000,000.**

Subject to the limitations of the preceding paragraph, upon surrender thereof at the office of the Finance Officer, the Finance Officer shall transfer or exchange any TIF Note for a new TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of the TIF Note that was presented for transfer or exchange. Any TIF Note presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

This TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be

performed precedent to and in the issuance of the TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

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

**IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI** has executed this TIF Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

**THE CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Finance Officer

Attest:

(Seal)

\_\_\_\_\_  
City Register

Approved as to Form:

\_\_\_\_\_  
City Counselor

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee)

the within TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Note on the books kept by the Finance Officer for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

**SCHEDULE A**  
**CERTIFICATE OF AUTHENTICATION**

This TIF Note is one of the Series 20\_\_-A/B TIF Notes described in the within-mentioned Note Ordinance.

Date <sup>(1)</sup>	Additions to Principal Amount <sup>(2)</sup>	Principal Amount Paid	Outstanding Principal Amount	Authorized Signatory of Finance Officer
_____, __, ____	\$ _____	\$ _____	\$ _____	
_____, __, ____				
_____, __, ____				
_____, __, ____				
_____, __, ____				
_____, __, ____				
_____, __, ____				

(1) Date as provided in Section 2.7 of the Note Ordinance.

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

**EXHIBIT C**

**Form of Letter of Representations**

\_\_\_\_\_, 20\_\_

City of St. Louis  
City Hall  
Tucker and Market Streets  
St. Louis, Missouri 63103  
Attention: Mayor, Room 200  
Attention: Comptroller, Room 311

Re: Not to Exceed \$5,514,521 (plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (634 North Grand RPA1 Redevelopment Project), Series 20 -A/B

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$5,514,521 (plus Issuance Costs) aggregate principal amount of Tax Increment Revenue Notes, (634 North Grand RPA1 Redevelopment Project), Series 20\_\_-A/B (the "TIF Notes"), issued by the City of St. Louis, Missouri (the "City"). The TIF Notes are secured in the manner set forth in Ordinance No. \_\_\_\_\_ Board Bill No. \_\_\_\_ of the City adopted on \_\_\_\_\_, 20\_\_ (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance) and has reviewed the Note Ordinance.
2. The undersigned acknowledges that neither the City nor its financial advisor has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the TIF Notes. Accordingly, the undersigned has not relied upon the City or its financial advisor as to the accuracy or completeness

of such information. As a sophisticated and/or investor, the undersigned has made its own decision to purchase the TIF Notes based solely upon its own inquiry and analysis.

3. The undersigned understands that (i) the TIF Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction, (ii) the TIF Notes are payable solely from and secured by a pledge of Available Revenues (as defined in the Note Ordinance) and (iii) the City’s special, limited obligation with respect to the TIF Notes terminates on the first to occur of the full payment and discharge of the TIF Notes or the Maturity Date, whether or not the principal or interest has been paid in full.

4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.

5. The undersigned is purchasing the TIF Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the TIF Notes, has no present intention of reselling the TIF Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.

6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the TIF Notes shall be limited to Approved Investors (as defined in the Note Ordinance).

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys’ fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the TIF Notes in violation of this letter.

8. The undersigned has satisfied itself that the TIF Notes may be legally purchased by the undersigned.

Sincerely,

\_\_\_\_\_
as Purchaser

By: \_\_\_\_\_
Title: \_\_\_\_\_

Approved: May 2, 2016

**ORDINANCE #70271**
**Board Bill No. 321**

An ordinance approving a blighting study and redevelopment plan dated February 23, 2016 for the Nathaniel Rivers Place Redevelopment Area (as further defined herein, the “Plan”) after finding that said Redevelopment Area (“Area”) is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis (“LCRA”), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a fifteen (15) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen (“Board”) and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a

manner consistent with the Plan; and containing a severability clause.

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

**WHEREAS**, this Board has considered the "Blighting Study and Redevelopment Plan for the Nathaniel Rivers Place Redevelopment Area" dated February 23, 2016, consisting of a Title Page; a Table of Contents Page, thirty-one (31) numbered pages including Exhibits "C" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated February 23, 2016 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

**SECTION EIGHT.** The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In lieu of the ten (10) year abatement outlined above, and if a low-income tax credit program is implemented to finance particular parcels' redevelopment, 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 fifteen (15) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan. If no low income tax credit program has been implemented to finance the redevelopment of a particular parcel, then that parcel shall only be eligible to receive tax abatement for a period of up to ten (10) years.

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

year prior to the calendar year during which such urban redevelopment corporation shall lease such property.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. This provision shall only apply to taxes on parcels with redevelopment financed in part by low income tax credit programs. Thereafter any such corporation shall pay the full amount of taxes.

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 fifteen (15) 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 fifteen (15) years after any urban redevelopment corporation shall have acquired title to the property.

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

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

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

**ATTACHMENT "A"**

**NATHANIEL RIVERS PLACE  
LEGAL DESCRIPTION**

**PARCEL #1 – 1355 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
51 FT 6 ½ IN/ 41 FT 2 IN X 120 FT  
CROSSWHITES ADDN  
LOT S-27

**PARCEL # 38070703200**

**PARCEL #2 – 1361 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
CROSSWHITES ADDN  
LOT N-27

**PARCEL # 38070703100**

**PARCEL #3 – 1363 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT S-26

**PARCEL # 38070703000**

**PARCEL #4 – 1365 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT

WP & LUCRETAIA CROSSWHITES ADDN  
LOT N-26

**PARCEL # 38070702900**

**PARCEL #5 – 1369 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT S-25

**PARCEL # 38070702800**

**PARCEL #6 – 1371 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
CROSSWHITES ADDN  
LOT N-25

**PARCEL # 38070702700**

**PARCEL #7 – 1373 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
CROSSWHITES ADDN  
LOT S24

**PARCEL # 38070702600**

**PARCEL #8 – 1375 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
CROSSWHITES ADDN  
LOT N-24

**PARCEL # 38070702500**

**PARCEL #9 – 1377 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 119'7 ¾"  
CROSSWHITES ADDN  
LOT S-23

**PARCEL # 38070702400**

**PARCEL #10 – 1379 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 119 FT 7 ¼"  
CROSSWHITES ADDN  
LOT N-23

**PARCEL # 38070702300**

**PARCEL #11 – 1383 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 119 FT 7 ¾ IN  
CROSSWHITES ADDN  
LOT S-22

**PARCEL # 38070702200**

**PARCEL #12 – 1385 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
CROSSWHITES ADDN  
LOT N-22

**PARCEL # 38070702100**

**PARCEL #13 – 1372 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
CROSSWHITES ADDN  
LOT N-13

**PARCEL # 38070800600**

**PARCEL #14 – 1374 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT S-14

**PARCEL # 38070800700**

**PARCEL #15 – 1376 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
CROSSWHITES ADDN  
LOT N-14

**PARCEL # 38070800800**

**PARCEL #16 – 1378 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 ¾ IN  
CROSSWHITES ADDN  
LOT S-15

**PARCEL # 38070800900**

**PARCEL #17 – 1380 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
CROSSWHITES ADDN  
LOT N-15

**PARCEL # 38070801000**

**PARCEL #18 – 1382 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 ¾ IN  
CROSSWHITES ADDN  
LOT N-26

**PARCEL # 38070801100**

**PARCEL #19 – 1384 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118.65 FT ¾ IN  
CROSSWHITES ADDN  
LOT N-26

**PARCEL # 38070801200**

**PARCEL #20 – 1390 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 ¾ IN  
WP & L CROSSWHITES ADDN  
LOT S-17

**PARCEL # 38070801300**

**PARCEL #21 – 1392 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
31 FT X 118 FT 2 ¾ IN  
ROSE HILL GAMBLE 2ND ADDN  
LOT N-17 S-18

**PARCEL # 38070801400**

**PARCEL #22 – 5543 MINERVA**  
CB 3807 E A BURD  
55 FT/ 66.33 FT X 119.94 FT/  
119.54 FT CROSSWHITES ADDN  
LOT 28  
BTO SEE 3807-07-00100

**PARCEL # 38070700107**

**ATTACHMENT "B"**  
**Form: 4/15/16**

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
**FOR THE**  
**NATHANIEL RIVERS PLACE REDEVELOPMENT AREA**  
PROJECT# 2079  
FEBRUARY 23, 2016  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR**  
**NATHANIEL RIVERS PLACE REDEVELOPMENT AREA**

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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT****1. DELINEATION OF BOUNDARIES**

The Nathaniel Rivers Place Redevelopment Area ("Area") encompasses approximately 1.6 acres in the Hamilton Heights neighborhood of the City of St. Louis ("City"), includes 1355-85 and 1372-92 Granville Pl. and 5543 Minerva Ave. and is located on the north of Minerva Ave., east of Burd Ave., south of Ridge Ave. and west of Belt 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 3807.07 AND 3807.08. 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" Data and Analysis of Conditions Representing a "Blighted Area" dated February 23, 2016.

The 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 4.8% unemployment rate for the City for the month of December, 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 twenty-two vacant parcels.

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 9.93 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 Development Area (NDA).

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 shall also address the Area's below average levels of owner occupancy as determined by the 2014 MVA.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are several new jobs expected to be created in this Area because of the proposed redevelopment.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

The Redeveloper(s) shall redevelop the Area in accordance with this Plan and the Redevelopment Agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise,

including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

**a. Urban Design Objectives**

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

**b. Urban Design Regulations**

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

**c. Landscaping and Sidewalk Maintenance**

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

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

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

**d. Fencing**

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

9. PARKING REGULATIONS

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

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 acquire any property in the Area by the exercise of eminent domain or otherwise.

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**

A 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 applications 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, and if a low-income tax credit program is implemented to finance particular parcels' redevelopment, 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 fifteen (15) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan. If no low income tax credit program has been implemented to finance the redevelopment of a particular parcel, then that parcel shall only be eligible to receive tax abatement for a period of up to ten (10) years.

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 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 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 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 up to 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 prior to the calendar year during which such corporation shall lease such property.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. This provision shall only apply to taxes on parcels with redevelopment financed in part by low income tax credit programs. Thereafter any such corporation shall pay the full amount of taxes.

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 fifteen (15) 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 fifteen (15) years after the redevelopment corporation shall have acquired title to the property.

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

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

## ATTACHMENT "A"

NATHANIEL RIVERS PLACE  
LEGAL DESCRIPTION

**PARCEL #1 – 1355 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
51 FT 6 ½ IN/ 41 FT 2 IN X 120 FT  
CROSSWHITES ADDN  
LOT S-27

**PARCEL # 38070703200**

**PARCEL #2 – 1361 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
CROSSWHITES ADDN  
LOT N-27

**PARCEL # 38070703100**

**PARCEL #3 – 1363 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT S-26

**PARCEL # 38070703000**

**PARCEL #4 – 1365 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT N-26

**PARCEL # 38070702900**

**PARCEL #5 – 1369 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT S-25

**PARCEL # 38070702800**

**PARCEL #6 – 1371 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120  
CROSSWHITES ADDN  
LOT N-25

**PARCEL # 38070702700**

**PARCEL #7 – 1373 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
CROSSWHITES ADDN  
LOT S24

**PARCEL # 38070702600**

**PARCEL #8 – 1375 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
CROSSWHITES ADDN  
LOT N-24

**PARCEL # 38070702500**

**PARCEL #9 – 1377 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 119'7 ¾"  
CROSSWHITES ADDN  
LOT S-23

**PARCEL # 38070702400**

**PARCEL #10 – 1379 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 119 FT 7 ¼"  
CROSSWHITES ADDN  
LOT N-23

**PARCEL # 38070702300**

**PARCEL #11 – 1383 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 119 FT 7 ¾ IN  
CROSSWHITES ADDN  
LOT S-22

**PARCEL # 38070702200**

**PARCEL #12 – 1385 GRANVILLE PL**  
CB 3807 EA GRANVILLE PL  
25 X 120 FT  
CROSSWHITES ADDN  
LOT N-22

**PARCEL # 38070702100**

**PARCEL #13 – 1372 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
CROSSWHITES ADDN  
LOT N-13

**PARCEL # 38070800600**

**PARCEL #14 – 1374 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
WP & LUCRETAIA CROSSWHITES ADDN  
LOT S-14

**PARCEL # 38070800700**

**PARCEL #15 – 1376 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
CROSSWHITES ADDN  
LOT N-14

**PARCEL # 38070800800**

**PARCEL #16 – 1378 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 ¾ IN  
CROSSWHITES ADDN  
LOT S-15

**PARCEL # 38070800900**

**PARCEL #17 – 1380 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 IN  
CROSSWHITES ADDN  
LOT N-15

**PARCEL # 38070801000**

**PARCEL #18 – 1382 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 ¾ IN  
CROSSWHITES ADDN  
LOT N-26

**PARCEL # 38070801100**

**PARCEL #19 – 1384 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118.65 FT ¾ IN  
CROSSWHITES ADDN  
LOT N-26

**PARCEL # 38070801200**

**PARCEL #20 – 1390 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
25 X 118 FT 7 ¾ IN  
WP & L CROSSWHITES ADDN  
LOT S-17

**PARCEL # 38070801300**

**PARCEL #21 – 1392 GRANVILLE PL**  
CB 3807 EB GRANVILLE PL  
31 FT X 118 FT 2 ¾ IN  
ROSE HILL GAMBLE 2ND ADDN  
LOT N-17 S-18

**PARCEL # 38070801400**

**PARCEL #22 – 5543 MINERVA**  
CB 3807 E A BURD  
55 FT/ 66.33 FT X 119.94 FT/

119.54 FT CROSSWHITES ADDN  
LOT 28  
BTO SEE 3807-07-00100

**PARCEL # 38070700107**

See attached Exhibits B, C & D

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

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

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

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

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

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

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

**EXHIBIT "F"**

**BLIGHTING REPORT FOR THE  
NATHANIEL RIVERS PLACE REDEVELOPMENT AREA**

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

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

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

**Subject Property is:**  secured  unsecured

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

The subject property  has  has not insanitary or unsafe conditions  
If answer is yes, explain: The property consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

The subject property  has \_\_\_\_\_ has not deterioration of site conditions  
If answer is yes, explain: The property consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

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

The subject property  has \_\_\_\_\_ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The property consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

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 consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

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 consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

The subject property  is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The property consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

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 property consists of vacant lots. Portions of them are subject to illegal dumping, rat infestation, and use by transients.

**EXHIBIT "G"**

Nathaniel Rivers Place

EXHIBIT  
"G"

**SUSTAINABILITY IMPACT STATEMENT**

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relates 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		X
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, creative 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		X
J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		X
J5	Increase the effectiveness of major commercial corridors		X
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		X
C2	Facilitate development of arts, culture and innovative TODs		X
C5	Target developing arts and cultural districts for streetscape and public space improvements		X
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		X
<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		X
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		X
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	X	
<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		X
C3	Focus on small and local businesses as a key part of the City economy	X	
C4	Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		X
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		X
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>		

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

Applicable Objective Numbers	Summary of Applicability
I. - C5	The project is off a very important street and will help seam together this missing piece from the neighborhood block.
I. - D7	The project will maintain or plant new street trees around the development.
I. - SAA4	New street trees will surround the development
I. - H4	The project will be remediated with EPA guidelines implemented.
III. - F1	Blighting and environmental health hazards will be demonstrated with the vacant lot.
III. - F6	The construction will meet all local building codes and variance restrictions.
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	Lead paint will not be used in the new construction.
V. - SAA18	The project will have bike racks exterior to the building.
V. - G6	Interior spaces will be properly ventilated with appropriate air exchanges to meet or exceed comfortable standards.
VI. -SSA26	This document constitutes the sustainability impact statement for the proposed development.
VI. - B2	This project is a small scale development benefitting from incentives.
VI. - C3	The project will promote small and local businesses in its commercial space capacity.
VI. - E3	This mixed-use project promotes a flexible development approach for the benefit of the city.
VI. - E4	The area is designated the major commercial corridor in this neighborhood in a district which demonstrates market support for such projects.
VI. -SAA28	This project will remediate multiple unoccupied properties.

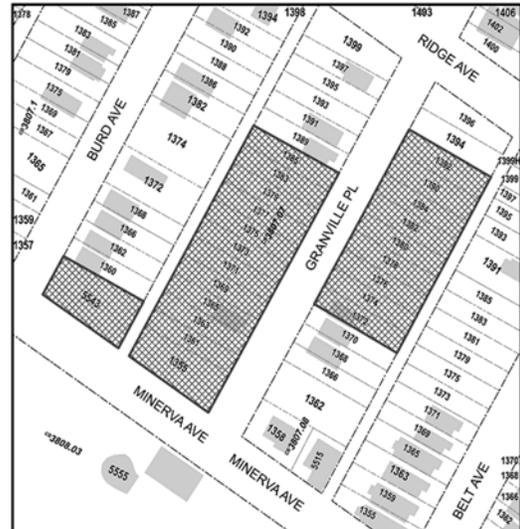
ORDINANCE NO. 70271 - EXHIBITS B, C & D



**Exhibit B**  
Project Area Plan  
Nathaniel Rivers Place

**Existing Uses Map**

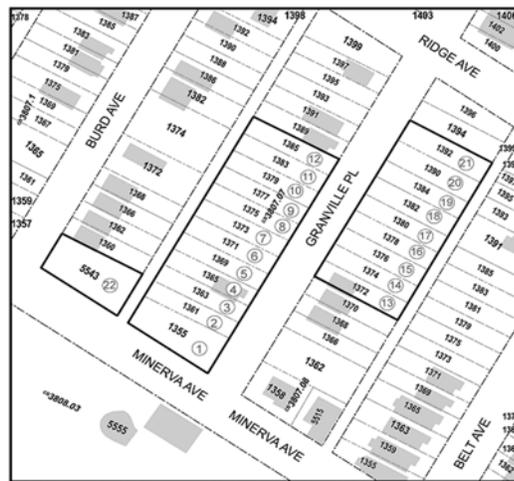
- Existing Vacant Residential Buildings & Uses (SLUP = NDA)
- Project Area Boundary
- Buildings
- City Block Number



**Exhibit C**  
Project Area Plan  
Nathaniel Rivers Place

**Proposed Uses Map**

- Proposed Residential Uses (SLUP = NDA)
- Project Area Boundary
- Buildings
- City Block Number



**Exhibit D**  
Project Area Plan  
Nathaniel Rivers Place

**Property Acquisition Map**

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

- |                       |                       |
|-----------------------|-----------------------|
| 1) 1355 Granville Pl  | 12) 1385 Granville Pl |
| 2) 1361 Granville Pl  | 13) 1372 Granville Pl |
| 3) 1363 Granville Pl  | 14) 1374 Granville Pl |
| 4) 1365 Granville Pl  | 15) 1376 Granville Pl |
| 5) 1369 Granville Pl  | 16) 1378 Granville Pl |
| 6) 1371 Granville Pl  | 17) 1380 Granville Pl |
| 7) 1373 Granville Pl  | 18) 1382 Granville Pl |
| 8) 1375 Granville Pl  | 19) 1384 Granville Pl |
| 9) 1377 Granville Pl  | 20) 1390 Granville Pl |
| 10) 1379 Granville Pl | 21) 1392 Granville Pl |
| 11) 1383 Granville Pl | 22) 5543 Minerva Av   |

Approved: May 2, 2016

