ORDINANCE #70331
Board Bill No. 86

An ordinance approving a Redevelopment Plan for the 721 Victor St./2403-15 S. 7th St. ("Area") after finding that the Area is blighted as defined in Section 99.320 and Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, (the "Statutes" being Sections 99.300 to 99.715 inclusive and Chapter 353), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated May 24, 2016 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Sections 99.430 and 353.020 (4); finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project ("Project") under said Statutes, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) and Chapter 353; and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 721 Victor St./2403-15 S. 7th St.," dated May 24, 2016 consisting of a Title Page, a Table of Contents Page, and Twenty-One (21) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and Chapter 353 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

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

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

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

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

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

status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430, 353.060 and 353.110 of the Statutes, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 and Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, (the "Statutes" being Sections 99.300 to 99.715 inclusive and Chapter 353, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 721 Victor St./2403-15 S. 7th St. Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statutes, 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 Statutes, and the Area is blighted as defined in Sections 99.320 and 353.020 (2) of the Statutes.

SECTION FOUR. The Blighting Study and Plan for the Area, dated May 24, 2016, ("Plan"), having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

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

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall

remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

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

(b) That the development rights granted by the contract, including the rights to tax abatement pursuant to Chapter 353, shall expire with respect to any property within the Area that has not been acquired by an urban redevelopment corporation on or before December 31, 2026.

(c) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(d) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;

(e) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as amended;

(f) To comply with the requirements of Ordinance No. 60275 of the City (codified as Chapter 3.09 of the Revised Ordinances of the City of St. Louis);

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

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

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

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

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

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

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for

the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, to the urban design objectives, to the urban design regulations, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. 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"

721 VICTOR ST./ 2403-15 S. 7TH ST. AREA
LEGAL DESCRIPTION

PARCEL # 1
721 VICTOR ST
C.B. 840 VICTOR ST
120.91 FT/ 118.36 FT X
131.84 FT/ 112.49 FT
TAYLOR & MASON'S ADDN BLK 3
LOTS 1-2-3-4 PT 5-6

PARCEL # 0840-00-0070

PARCEL # 2
2403 S. 7TH ST
C.B. 840 7TH ST
49 FT 3 ½ IN X 120 FT
U.S. SURVEY #3077, #3078, #3186 ADDN
BLOCK-2 LOT-13 N-14

PARCEL # 0840-00-0030

PARCEL # 3
2405 S. 7TH ST
C.B. 840 7TH ST
50 FT 8 ½ IN X 120 FT
TAYLOR & MASONS ADDN
BLOCK 3
LOT 15-16 & S-14
PARCEL # 0840-00-0040

PARCEL # 4
2415 S. 7TH ST
C.B. 840 7TH
195 FT 8 IN X 120 FT
TAYLOR & MASONS ADDN
BLOCK 3 LOT 17 TO 24

PARCEL # 0840-00-0050

ATTACHMENT "B"
Form: 6/30/16

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
721 VICTOR ST/ 2403-15 S. 7TH ST. REDEVELOPMENT AREA
PROJECT# 2106
MAY 24, 2016
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
721 VICTOR ST/ 2403-15 S. 7TH ST. REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 721 Victor St./ 2403-15 S. 7th St. Redevelopment Area ("Area") encompasses four parcels in an area approximating a total of 1.37 acres in the Soulard Neighborhood of the City of St. Louis ("City") and is located on the western side of S. 7th St. between Victor St. and Barton St.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 840.00. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (“Project Area Plan-Existing Uses and Conditions”) and enumerated in Exhibit “F” “Blighting Report”.

The Area is in the Market Type Industrial category of the January 2014 St. Louis Market Value Analysis (the MVA). This category was not included in the study. The surrounding areas are industrial as well as Categories A and B which represent the most active development areas in the City of St. Louis with higher than average home sale prices.

Unemployment figures, computed by the Missouri Economic Research and Information Center, Missouri Department of Economic Development, indicate a 5.5% unemployment rate for the City for the month of March, 2016. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently 15-20 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include partially occupied industrial buildings.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are used primarily for industrial purposes to the east, a school to the south and residential to the west and north.

Residential density for the surrounding neighborhoods is approximately 10.76 persons per acre.

5. CURRENT ZONING

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

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

2. PROPOSED LAND USE OF THE AREA

The proposed land use for the Area is residential use not permitted in zones designated "J" Industrial District by the City of St. Louis Zoning Code. Use exceptions and/or rezoning will be required for development of the 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 2014) designates it as an Opportunity Area (OA).

3. PROPOSED ZONING

The proposed zoning for the Area is "D" Multiple 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 2016). 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 proposed multi-family residence will further enhance the Market Type-D Category in the 2014 MVA.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are 1-5 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. The project contemplates vacation of the north-south alley in City Block 840.

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Urban Design Regulations

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

2.) **New construction** or alterations shall be positioned on the lot so that any existing recurrent building masses and spaces along the street are continued as well as the pattern of setback from the street.

3.) **New Exterior Materials** on facades of structures in the Area visible from the street(s) shall

be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

4.) **Architectural Details** on existing structures in the Area shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.

5.) **Roof Shapes** that are employed in a predominance of existing buildings in a block shall set the standard of compatibility for any proposed new construction or alteration.

6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. Landscaping and Sidewalk Maintenance

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

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

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

d. Fencing

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

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

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 (25) 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"

721 VICTOR ST./ 2403-15 S. 7TH ST. AREA
LEGAL DESCRIPTION

PARCEL # 1
721 VICTOR ST
C.B. 840 VICTOR ST
120.91 FT/ 118.36 FT X
131.84 FT/ 112.49 FT
TAYLOR & MASON'S ADDN BLK 3
LOTS 1-2-3-4 PT 5-6

PARCEL # 0840-00-0070

PARCEL # 2
2403 S. 7TH ST
C.B. 840 7TH ST
49 FT 3 ½ IN X 120 FT
U.S. SURVEY #3077, #3078, #3186 ADDN
BLOCK-2 LOT-13 N-14

PARCEL # 0840-00-0030

PARCEL # 3
2405 S. 7TH ST
C.B. 840 7TH ST
50 FT 8 ½ IN X 120 FT
TAYLOR & MASONS ADDN
BLOCK 3
LOT 15-16 & S-14

PARCEL # 0840-00-0040

PARCEL # 4
2415 S. 7TH ST
C.B. 840 7TH
195 FT 8 IN X 120 FT
TAYLOR & MASONS ADDN
BLOCK 3 LOT 17 TO 24

PARCEL # 0840-00-0050

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
721 VICTOR ST./ 2403-15 S. 7TH ST. 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 Sections 99.320(3) and 353.020 (2) of the Missouri Revised Statute (2000) as amended.

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

Subject Property is: _____X_____ secured _____ unsecured

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

The subject property _____X_____ has _____ has not insanitary or unsafe conditions
If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property _____X_____ has _____ has not deterioration of site conditions
If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

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

The subject property _____X_____ has _____ has not conditions which endanger life or property by fire or other cause.
If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

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

The subject property _____X_____ does _____ does not constitute an economic liability
If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

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

The subject property _____X_____ is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

The subject property _____X_____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

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

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

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

The subject property _____X_____ has _____ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and . If answer is yes, explain: The property consists of three industrial buildings and a steel yard. Portions of it are subject to illegal dumping, rat infestation, and use by transients.

EXHIBIT "G"

721 Victor St./ 2403-15 S. 7th St. (2106)

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
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
A1	Reinforce the City's Central Corridor as the dynamic "heart" of the region	X	
A3	Develop designated areas via incentives for "green" and technical industries		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	
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		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
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards		X
F6	Ensure the application of universal design and accessibility codes	X	
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	X	
B5	Reduce exposure of lead-paint poisoning		X
C1	Eliminate food deserts and improve access to fresh produce		X
C3	Support urban agriculture opportunities in the City		X
SAA14	End chronic Homelessness		X
D4	Design buildings to encourage physical activity	X	
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION			
A1	Advance the City as a transportation hub		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	
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT			
SAA26	Require a sustainability impact statement for all new City development	X	
B1	Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
B2	Encourage small scale redevelopment with economic incentives		X
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		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	*Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.*		

The identification numbers listed below are the development r+A1:B29elated 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. - A1	The project is in the City's Central Corridor
I. - A5	The project is along a major bus route.
I. - B1	The project will infill a deteriorated industrial site.
I. - B4	The project is on a major bus line route in a very walkable neighborhood with many amenities and attractions.
I. - D7	The project will maintain or plant new street trees around the development.
I. - SAA4	New street trees will surround the development
I. - G8	HVAC and other equipment will be selected to reduce life-cycle costs and promote energy efficiency.
I. - H4	The project will be remediated with EPA guidelines implemented.
I. - J5	The project will increase the effectiveness of this major commercial corridor by constructing a new, large building in its core.
I. - J8	The project incorporates sustainability as outlined in this summary.
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. - D4	The building will be located in a very walkable neighborhood near public transportation.
V. - A2	The project is on a major bus line route in a very walkable neighborhood with many amenities and attractions.
V. - SAA18	The project will have bike racks exterior to the building.
V. - E3	The project will strive to achieve reduced storm water discharge on its site.
V. - G4	Toilets and other water fixtures will comply with current code restrictions on water flow and efficiency.
V. - G6	Interior spaces will be properly ventilated with appropriate air exchanges to meet or exceed comfortable living standards.
VI. -SSA26	This document constitutes the sustainability impact statement for the proposed development.
VI. - D1	The project is located on a major bus node.
VI. - D5	Based on the scale, amenities, potential entry level job opportunities and location of this property, the project will be easily marketed to recent college graduates.
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 neigbhorhood in a district which demonstrates market support for such projects.
VI. -SAA28	This project will prepare and redevelop a long, underutilized property.

ORDINANCE NO. 70331 - EXHIBITS B, C & D

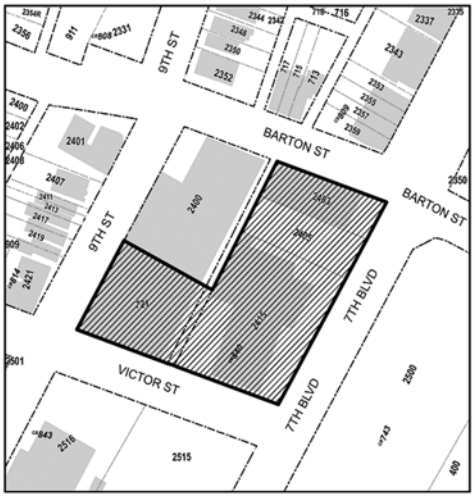

Exhibit B
Project Area Plan
721 VICTOR ST & 2403-17 S 7TH ST
Existing Uses Map
Existing Vacant, Poor Industrial Uses (SLUP = OA)
Project Area Boundary
Buildings
City Block Number
Open Space

Exhibit C
Project Area Plan
721 VICTOR ST & 2403-17 S 7TH ST
Proposed Uses Map
Proposed Residential Uses (SLUP = OA)
Project Area Boundary
Buildings
City Block Number
Open Space

Exhibit D
Project Area Plan
721 VICTOR ST & 2403-17 S 7TH ST
Property Acquisition Map
Parcel Number
Project Area Boundary
Buildings
City Block Number
Open Space

1 - 721 VICTOR ST
2 - 2403 S 7TH ST
3 - 2405 S 7TH ST
4 - 2415-2417 S 7TH ST

Approved: July 14, 2016

ORDINANCE #70332
Board Bill No. 87

An ordinance approving a Redevelopment Plan for the Kosciusko Industrial Site I ("Area") after finding that the Area is blighted as defined in Section 99.320 and Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, (the "Statutes" being Sections 99.300 to 99.715 inclusive and Chapter 353), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated May 24, 2016 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Sections 99.430 and 353.020 (4); finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to a twenty-five (25) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project ("Project") under said Statutes, pursuant to plans by or presented to the LCRA under Sections 99.430.1 (4) and Chapter 353; and

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the Kosciusko Industrial Site I," dated May 24, 2016 consisting of a Title Page, a Table of Contents Page, and Twenty-six (26) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

WHEREAS, the LCRA and the Planning Commission have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and Chapter 353 and this Board has been fully apprised by the LCRA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

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

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

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

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

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

status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Sections 99.430, 353.060 and 353.110 of the Statutes, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 and Chapter 353 of the Revised Statutes of Missouri, 2000, as amended, (the "Statutes" being Sections 99.300 to 99.715 inclusive and Chapter 353, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the Kosciusko Industrial Site I Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statutes, 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 Statutes, and the Area is blighted as defined in Sections 99.320 and 353.020 (2) of the Statutes.

SECTION FOUR. The Blighting Study and Plan for the Area, dated May 24, 2016 ("Plan"), having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

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

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall

remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

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

(b) That the development rights granted by the contract, including the rights to tax abatement pursuant to Chapter 353, shall expire with respect to any property within the Area that has not been acquired by an urban redevelopment corporation on or before December 31, 2026.

(c) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(d) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;

(e) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as amended;

(f) To comply with the requirements of Ordinance No. 60275 of the City (codified as Chapter 3.09 of the Revised Ordinances of the City of St. Louis);

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

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

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

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

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

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for

the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

For the ensuing period of up to fifteen (15) 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, if any, 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 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 twenty-five (25) 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 twenty-five (25) years after the redevelopment corporation shall have acquired title to the property.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, to the urban design objectives, to the urban design regulations, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. 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"

KOSCIUSKO INDUSTRIAL SITE I AREA
LEGAL DESCRIPTION

PARCEL #1
2000-2010 S 2ND ST
C.B. 0714 S 2ND
5.922 ACS
PRIV SURVEY BY VOLZ
PT LOT 1

PARCEL # 0714-00-0020

PARCEL #2
2013-2021 S. 2ND ST
C.B. 720 2ND ST
2.443 ACRES
KOSCIUSKO SUBDN TRACT I-11 B

PARCEL # 0720-00-0030

PARCEL #3
109-119 RUSSELL BLVD.
C.B. 723 NO FRONT
3.282 ACS
LESPERANCE ADDN
BLOCK 5
BND W 140 FT E EL OF KOSCIUSKO ST

PARCEL # 0723-00-0020

PARCEL #4
2100-2198 KOSCIUSKO ST./ 126 RUSSELL BLVD.
C.B. 724 KOSCIUSKO
10.431 ACS
PAPIN ADD ET AL
WHOLE BLOCK & VAC STREETS

PARCEL # 0724-00-0010

PARCEL #5
110 RUSSELL BLVD.
C.B. 724 RUSSELL
0.262 ACS
PAPIN ADDN ETAL
BD W-321 FT E OF KOSCIUSKO

PARCEL # 0724-00-0015

PARCEL #6
136-166 TRUDEAU ST
C.B. 0733 TRUDEAU AV
1.178 ACSS
PAPIN ADDN
LOTS 1-10 & PT VAC STS

PARCEL # 0733-00-0020

PARCEL #7
2206 DEKALB ST
C.B. 0735 DE KALB ST
2.642 ACS
PAPINS ADDN BLK 6
LOT WHOLE BLOCK & PT VAC STS

PARCEL # 0735-00-0010

PARCEL #8
111-115 BARTON ST
C.B. 738 BARTON
1.712 ACS
LYNCH DUCHOUQUETTE & MORRISONS ADDNS
LOTS 1 THRU 6 & ½ VAC ST & ALLEY &
7 THRU 12 & 28 THRU 30

PARCEL # 0738-00-0010

PARCEL #9
2330 DEKALB ST
C.B. 738 VAC DEKALB ST
1.517 ACS
LOTS 1-6 24-27 S-7 PT 18-23 &
VAC STREET & ALLEY
(CLASS CODE 801)

PARCEL # 0738-00-0020

PARCEL #10
2312 DEKALB ST
C.B. 738 DEKALB
224 FT/ 53 FT X 343 FT/ CURVE
1.456 ACS
MORRISON ADDN
BND W-MANUFACTURERS RR CO

PARCEL # 0738-00-0030

PARCEL #11
2101-2199 KOSCIUSKO ST
C.B. 6501 KOSCIUSKO ST
7.116 ACS
PAPIN ADDN & ETAL
WHOLE BLOCK & VAC STREETS

PARCEL # 6501-00-0010

PARCEL #12
2460 S 1ST ST
C.B. 872 1ST ST
1.93 ACRES
BLOW & LABEAU ADDN
BD S VICTOR ST W FIRST ST
55770

PARCEL # 0872-00-0010

ATTACHMENT "B"
Form: 6/30/16

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
KOSCIUSKO INDUSTRIAL SITE I REDEVELOPMENT AREA
PROJECT# 2113
MAY 24, 2016
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
KOSCIUSKO INDUSTRIAL SITE I REDEVELOPMENT AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Kosciusko Industrial Site I Redevelopment Area ("Area") encompasses twelve parcels in an area approximating a total of 40 acres in the Kosciusko Neighborhood of the City of St. Louis ("City"); it is bounded by 1st St., 2nd St., Barton Street and Lesperance and incorporates the following addresses: 2000-2010 S. 2nd St., 2013-2021 S. 2nd St. 109-119 Russell Blvd., 126 Russell Blvd., 110 Russell Blvd., 136-166 S. Trudeau St., 2206 DeKalb St., 111-115 Barton St., 2330 DeKalb St., 2312 DeKalb St., 2101-2199 Kosciusko St., and 2460 S. 1st St.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises all or portions of City Blocks 714.00, 720.00, 723.00, 724.00, 733.00, 735.00, 738.00, 6501.00, and 872.00. The Area is in poor condition. The 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 5.5% unemployment rate for the City for the month of March, 2016. 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 vacant industrial parcels.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 0.02 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "K" Unrestricted and “J” Industrial pursuant to the Zoning Code of the City, which is incorporated in this Blighting Study and Redevelopment Plan (“Plan”) by reference.

6. FINDING OF BLIGHT

The property within the Area is 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 have 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") and pursuant to the Missouri Urban Redevelopment Corporations Law, Chapter 353 R.S.Mo. (2000) as amended as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive commercial and industrial 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 industrial and commercial uses permitted in zones designated "K" Unrestricted and "J" Industrial Districts 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. The parcel located at 2460 S. 1st St. may be used as ancillary truck and automobile parking for the uses located in the primary portion of the Redevelopment Area.

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 2016) designates it as a Business/Industrial Development Area (BIDA).

3. PROPOSED ZONING

The proposed zoning for the Area is "K" Unrestricted and "J" Industrial Districts. 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 2016). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement, and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THE AREA

There are approximately one thousand three hundred forty (1,340) new jobs anticipated to be created in this Area because of the proposed redevelopment. However, the actual number of jobs will depend on the actual businesses that locate within the redevelopment area.

6. CIRCULATION

The Project Area Plan-Proposed Land Uses Plan (Exhibit "C") indicates the conceptual circulation system for the Area. The layouts, levels and grades of all public rights-of-way may be modified or 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 or zoning 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 Regulations**

1.) **New construction** or alterations shall be positioned on the lot so that existing recurrent building masses and spaces along the street, if any, are continued as well as the pattern of setback from the street, if any.

2.) **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, if any. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to building permit approval.

3.) **Architectural Details** on existing structures in the Area, if any, 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, unless specifically approved by LCRA. Awnings of canvas only are acceptable unless other awnings are specifically approved by LCRA.

4.) **Roof Shapes** that are employed in a predominance of existing buildings in a block, if any, shall set the standard of compatibility for any proposed new construction or alteration.

5.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street, unless other awnings are specifically approved by LCRA. Brightly colored asphalt shingles are not appropriate.

c. Landscaping

The Area shall be well-landscaped. Unless otherwise approved by LCRA, 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.

Unless otherwise approved by LCRA, ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees, if any, shall be retained, if feasible.

9. PARKING REGULATIONS

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

Surface parking shall not extend beyond the established building line, if any. Unless otherwise approved by LCRA, surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and

one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Unless otherwise approved by LCRA, three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. Any trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

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

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 be initiated within approximately one (1) year of approval of this Plan by City ordinance and completed by December 31, 2024. Redevelopment may proceed in one or more phases.

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 and the Missouri Urban Redevelopment Corporations Law.

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

In lieu of the ten (10) year abatement outlined above, any Redeveloper 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 twenty-five (25) 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 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 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 fifteen (15) years following the original ten (10) year 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 said twenty-five (25) 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 twenty-five (25) years after any urban redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

All of the provisions of Section G shall be enforceable against the Redeveloper (s), its heirs, successors or assigns, by the LCRA, the City, any state agency 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 as determined by the LCRA 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.

KOSCIUSKO INDUSTRIAL SITE I AREA
LEGAL DESCRIPTION

PARCEL #1
2000-2010 S 2ND ST
C.B. 0714 S 2ND
5.922 ACS
PRIV SURVEY BY VOLZ
PT LOT 1

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WHOLE BLOCK & VAC STREETS

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C.B. 724 RUSSELL
0.262 ACS
PAPIN ADDN ETAL
BD W-321 FT E OF KOSCIUSKO

PARCEL # 0724-00-0015

PARCEL #6
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C.B. 0733 TRUDEAU AV
1.178 ACSS
PAPIN ADDN
LOTS 1-10 & PT VAC STS

PARCEL # 0733-00-0020

PARCEL #7
2206 DEKALB ST
C.B. 0735 DE KALB ST
2.642 ACS
PAPINS ADDN BLK 6
LOT WHOLE BLOCK & PT VAC STS

PARCEL # 0735-00-0010

PARCEL #8
111-115 BARTON ST
C.B. 738 BARTON
1.712 ACS
LYNCH DUCHOUQUETTE & MORRISONS ADDNS
LOTS 1 THRU 6 & ½ VAC ST & ALLEY &
7 THRU 12 & 28 THRU 30

PARCEL # 0738-00-0010

PARCEL #9
2330 DEKALB ST
C.B. 738 VAC DEKALB ST
1.517 ACS
LOTS 1-6 24-27 S-7 PT 18-23 &
VAC STREET & ALLEY
(CLASS CODE 801)

PARCEL # 0738-00-0020

PARCEL #10
2312 DEKALB ST
C.B. 738 DEKALB
224 FT/ 53 FT X 343 FT/ CURVE
1.456 ACS
MORRISON ADDN
BND W-MANUFACTURERS RR CO

PARCEL # 0738-00-0030

PARCEL #11
2101-2199 KOSCIUSKO ST
C.B. 6501 KOSCIUSKO ST
7.116 ACS
PAPIN ADDN & ETAL
WHOLE BLOCK & VAC STREETS

PARCEL # 6501-00-0010

PARCEL #12
2460 S 1ST ST
C.B. 872 1ST ST
1.93 ACRES
BLOW & LABEAU ADDN
BD S VICTOR ST W FIRST ST
55770

PARCEL # 0872-00-0010

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
KOSCIUSKO INDUSTRIAL SITE I REDEVELOPMENT AREA ("AREA")

Per the Land Clearance for Redevelopment Authority Law, specifically Section 99.320(3) R.S.Mo., a "blighted area" an area which, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of 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 its present condition and use.

Per the Missouri Urban Redevelopment Corporations Law, specifically Section 353.020(2) R.S.Mo., a "blighted area" is that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.

For the reasons outlined below, the Area qualifies as a "blighted area" as such term is defined in Section 99.320(3) and Section 353.020(2) of the Missouri Revised Statutes (2000) as amended.

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

Subject Property is:_____X_____ secured _____X_____ unsecured

The majority of the property in the Area is surrounded by chain link fencing. However, given the Area's size and deterioration, the property, though fenced, cannot be considered secured.

CHAPTER 99 BLIGHTING FACTORS

The subject property has a predominance of defective or inadequate streets. __X__ Yes ____ No

If answer is yes, explain: As demonstrated in the aerial photograph included in *Attachment F-1*, the Area's former development as a massive chemical factory has obliterated the street grid and made it necessary to reconfigure the grid to prepare for modern

commercial and industrial development. In addition, as demonstrated in the site photographs also included in *Attachment F-1*, the streets bordering the Area have deteriorated to essentially rough gravel surfaces and as a result vehicular travel on those streets is extremely difficult.

The subject property has insanitary or unsafe conditions. __X__ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels recently significantly contaminated with chemical waste. While significant remediation work has been completed, some remediation work remains to be completed to prepare the property for redevelopment.

The subject property has deterioration of site conditions. __X__ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels where demolition of some improvements and some environmental remediation related to former chemical manufacturing uses has been completed. As demonstrated in the site photographs included in *Attachment F-1*, additional remediation and removal of deteriorated improvements remains to be completed. In addition, portions of the Area represent infill over an historic quarry which makes new development potentially difficult and costly.

The subject property has improper subdivision or obsolete platting. __X__ Yes ____ No

If answer is yes, explain: As demonstrated in the aerial photograph included in *Attachment F-1*, the parcels comprising the Area have been consolidated and subdivided over many decades and the Area's former development as a massive chemical factory has obliterated the street grid and made it necessary to reconfigure the grid to prepare for modern commercial and industrial development. The current subdivision and platting of the property is not conducive to orderly redevelopment and new subdivision and replatting is required.

The subject property has conditions which endanger life or property by fire or other cause. __X__ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels which are subject to illegal dumping, rat infestation, and use by transients. Although the property is secured by a perimeter fence, it is subject to trespass and is not under guard 24 hours per day. Remaining improvements and environmental contaminants on the property present obstacles to pedestrian and vehicular traffic and may endanger trespassers.

The subject property retards the provision of housing accommodations. ____ Yes ___X___ No

If answer is yes, explain: The Area is not appropriate for residential use; commercial and industrial uses are planned for the Area.

The subject property constitutes an economic liability. __X__ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels. Due to existing site conditions (remaining environmental remediation and remaining deteriorated site improvements) and the site's former use as a chemical factory, the site will be extremely difficult and costly to develop and has not been developed since the former chemical factory ceased operations in 2006. Due to its former use and extensive environmental contamination, the EPA required cleanup under the Resource Conservation and Recovery Act ("RCRA"). As a result and pursuant to Missouri statutes, the property is not eligible for Missouri Brownfields tax credits to offset the costs of remediation. In addition, portions of the Area represent infill over an historic quarry which makes new development potentially difficult and potentially costly. As a result, the Area is currently an economic liability and will not be developed without assistance.

The subject property constitutes a social liability. __X__ Yes ____ No

If answer is yes, explain: Due to the property's vacant condition and size, the Area is an attractive target for illegal dumping and trespass. Remaining improvements and environmental contaminants on the property present obstacles to pedestrian and vehicular traffic and may endanger trespassers.

The subject property is a menace to the public health, safety, morals or welfare in its present condition and use.
__X__ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels. Portions of them are subject to illegal dumping, rat infestation, and use by transients. Removal of remaining improvements and remaining environmental contamination is required to return the property to safe and productive use.

The subject property is detrimental because of dilapidation, deterioration, age or obsolescence. __X__ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels. Portions of them are subject to illegal dumping, rat infestation, and use by transients. Removal of remaining improvements and remaining environmental contamination is required to return the property to safe and productive use.

The subject property is detrimental because of lack of air sanitation or open space. ___X__ Yes ___X___ No

If answer is yes, explain: In its former use as a chemical factor, the property produced significant quantities of air pollution. The chemical factory use has been discontinued, the chemical factory buildings have been demolished, and the Area no longer exhibits lack of air sanitation or open space.

The subject property is detrimental because of high density of population. ___ Yes __X__ No

If answer is yes, explain: The Area has no population, with no residential use for over a century.

The subject property is detrimental because of overcrowding of buildings, overcrowding of land. ___ Yes ___X___ No

If answer is yes, explain: No buildings or other structures are currently located on the property.

The subject property has a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency. ___X___ Yes ____ No

If answer is yes, explain: The property consists of vacant parcels, portions of which are subject to illegal dumping, rat infestation, and use by transients. Removal of remaining improvements and environmental contamination is required to return the property to safe and productive use.

ADDITIONAL CHAPTER 353 BLIGHTING NARRATIVE

As discussed below, the property in the Area has become an economic and social liability to the City of St. Louis and its taxing jurisdictions by reason of age, obsolescence, inadequate and outmoded design and physical deterioration. As also discussed below, such conditions are conducive to crime and inability to pay reasonable taxes.

Background: In the early 1900s, the "old" Monsanto Company first located a chemical factory in a portion of the Area. Over the ensuing decades, Monsanto developed a massive chemical plant in the Area. In the 1990s, Solutia Inc. acquired the chemical plant and operated it for nearly a decade. In 2006, Solutia shut down and decommissioned the plant. The U.S. Environmental Protection Agency, or EPA, required cleanup of the Area under the Resource Conservation and Recovery Act, or RCRA. As a result and pursuant to Missouri statutes, the property is not eligible for Missouri Brownfields tax credits to offset the costs of remediation. In addition, portions of the Area represent infill over an historic quarry which makes new development potentially difficult and costly. The Area now sits abandoned and unproductive although much of the required environmental cleanup has been completed by the current owner of the property at an approximate cost of $4.5 million. Additional cleanup and site improvements are needed to make the property marketable. In its current vacant, deteriorated and unimproved state, the property generates approximately 2 cents per square foot in property tax revenue.

Age and Obsolescence: The Area was used as a chemical factory from the early 1900s until 2006. At the time of decommissioning, the improvements on the property had not been significantly modified for many decades. Further, due to new environmental regulations and modern manufacturing practices, the property in its then-current configuration could not be reused as a chemical factory. In addition, portions of the Area were formerly used as an historic quarry. Thus, the age and obsolescence of the former uses of the property and improvements on the property constitute an economic liability to the City and its taxing jurisdictions, an impediment to its redevelopment, and an impediment to the Area's ability to pay reasonable taxes. Further, the current vacant, deteriorated and unimproved condition reuse of the property is conducive to the crimes of illegal dumping and trespass.

Outmoded Design: As demonstrated in the aerial photograph included in *Attachment F-1*, the Area's former development as a massive chemical factory has obliterated the street grid and made it necessary to reconfigure the grid to prepare for modern commercial and industrial development. Although the Area consists of twelve discrete parcels for tax purposes, the Area was previously operated as a monolithic chemical factory with extremely constrained access. At the time Solutia decommissioned the chemical factory formerly located in the Area, improvements on the property had not been significantly modified for many decades. Due to new environmental regulations and modern manufacturing practices, the property in its then-current configuration could not be reused as a chemical factory. In addition, as demonstrated in the site photographs also included in *Attachment F-1*, the streets

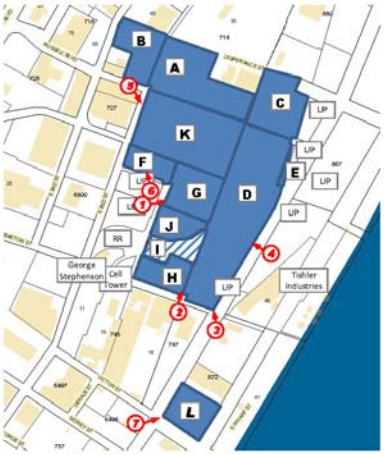
bordering the Area have are essentially rough gravel surfaces due to the Area's former heavy industrial use and as a result vehicular travel on those streets is extremely difficult. In addition, portions of the Area were formerly used as an historic quarry making new development potentially difficult and costly. Thus, the outmoded design of the former improvements on the property and the lack of modern platting and access arrangements in the Area constitute an economic liability to the City and its taxing jurisdictions, an impediment to its redevelopment, and an impediment to the Area's ability to pay reasonable taxes.

Physical Deterioration: As demonstrated in the site photographs included in Attachment F-1, deteriorated site improvements remain in the Area although buildings and other structures have been demolished. Those deteriorated site improvements must be removed in order for the property to be redeveloped and returned to productive use. Thus, the physical deterioration of the property constitutes an economic liability to the City and its taxing jurisdictions, an impediment to its redevelopment, and an impediment to the ability to pay reasonable taxes.

ATTACHMENT "F-1"

ATTACHMENT "F-1"

AERIAL PHOTOGRAPH OF AREA



KEY TO PHOTOGRAPH LOCATIONS

ATTACHMENT "F-1"

1. Kosciusko St. "Bend"—Looking Northeast

2. Barton Street—Looking North Towards Arch and Downtown

ATTACHMENT "F-1"

3. Barton & 1st Streets—Looking Northwest

4. 1st Street—Looking West Towards Soulard

ATTACHMENT "F-1"

5. S. 2nd Street & Russell Blvd.—Looking Southeast

6. Trudeau & Kosciusko Streets—Looking Northwest

ATTACHMENT "F-1"

7. 1st & Victor Streets—Looking Northwest

ORDINANCE NO. 70332 - EXHIBITS B, C & D

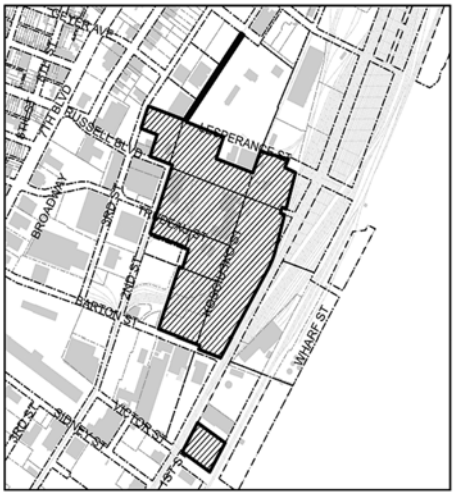


Exhibit B
Project Area Plan
FORMER SOLUTIA SITE
Existing Uses Map
Existing Vacant Industrial Uses (SLUP = BIDA)
Project Area Boundary
Buildings
C#1234 City Block Number
Open Space

0 330 660 Feet

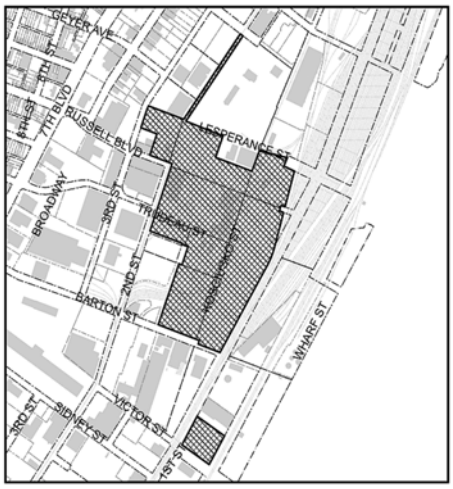


Exhibit C
Project Area Plan
FORMER SOLUTIA SITE
Proposed Uses Map
Proposed Industrial/Office Uses (SLUP = BIDA)
Project Area Boundary
Buildings
C#1234 City Block Number
Open Space

0 325 650 Feet

Exhibit D
Project Area Plan
FORMER SOLUTIA SITE
Property Acquisition Map
Parcel Number
Project Area Boundary
Buildings
C#1234 City Block Number
Open Space

A - 2000-10 S 2ND ST
B - 2013-21 S 2ND ST
C - 109-21 RUSSELL BLVD
D - 2100-2398 KOSCIUSKO ST
E - 110 RUSSELL BLVD
F - 136-166 S TRUDEAU ST
G - 2206-98 DEKALB ST
H - 111-1155 BARTON ST
I - 2330 DEKALB ST
J - 2312-20 DEKALB ST
K - 2101-99 KOSCIUSKO ST
L - 2460 S 1ST ST

0 325 650 Feet

Approved: July 14, 2016

ORDINANCE #70333
Board Bill No. 88

An ordinance requiring that requests for Traffic Calming, as defined herein, and related traffic complaints, received by the City of St. Louis be managed in accordance with a centralized process to be called the City of St. Louis Traffic Calming Policy; granting the Director of Streets authority to develop and promulgate the City of St. Louis Traffic Calming Policy, subject to the Board of Public Service approval; containing an emergency clause.

WHEREAS, roadway safety is an important and growing concern for City of St. Louis residents;

WHEREAS, the City recognizes the need for policies and procedures to improve neighborhood safety and quality of life through the use of various roadway improvement strategies;

WHEREAS, the City recognizes the need to establish a centralized and formal process to manage requests for Traffic Calming received by the City and to develop an effective plan for Traffic Calming; and

WHEREAS, the need for Traffic Calming was identified in the City's Complete Streets Policy, codified in Section 3.110.120 of the Revised Code of the City of St. Louis.

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

SECTION ONE. As used in this Ordinance, the following terms and phrases shall be taken to have the meaning ascribed to them in this Section, to wit:

A. "Speed Hump" means a gradual raised area in the pavement surface extending across the entire travel width. While measurements vary depending on the particular characteristics associated with a road, a typical Speed Hump, as an example, may at its highest point measure 3 to 4 inches in height, and have a travel length of 12 to 15 feet.

B. "Traffic Calming" means physical design and other measures, including, but not limited to, narrowed roads and Speed Humps, put into place on roads with the intention of slowing down or reducing motor-vehicle traffic as well as improving safety for pedestrians and cyclists.

SECTION TWO. All requests for Traffic Calming, and related traffic complaints, received by the City of St. Louis, shall be addressed and managed in accordance with a centralized process to be known as the City of St. Louis Traffic Calming Policy.

SECTION THREE. The Director of Streets is hereby authorized to develop and promulgate the City of St. Louis Traffic Calming Policy, subject to the approval of the Board of Public Service.

SECTION FOUR. 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: July 14, 2016

ORDINANCE #70334
Board Bill No. 91

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 17 foot wide north/south alley in City Block 840 as bounded by Barton St., 7th St., Victor St. and 9th St. in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A strip of land Block 3 of Taylor and Mason's Addition, and in City Block 840 of the City of St. Louis, Missouri, and being

more particularly described as follows:

> Beginning at the intersection of the westerly line of a north-south alley, approximately 17 feet wide, with the southerly line of Barton Street, 60 feet wide; thence along said southerly line, South 69 degrees 30 minutes 19 seconds East 17.00 feet to the easterly line of said north-south alley; thence along said easterly line, South 29 degrees 59 minutes 45 seconds West 296.78 feet to the northerly line of Victor Street, 60 feet wide; thence along said northerly line, North 69 degrees 27 minutes 21 seconds West 17.00 feet to the westerly line of said north-south alley; thence along said westerly line, North 29 degrees 59 minutes 45 seconds East 296.76 feet to the point of beginning, according to Survey No. 0316-0013-AVP executed by Topos Surveying Corp. in April, 2016.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Vacation petitioned by Polar ICE LLC and others. Area will be used to consolidate property for development.

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

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

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

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

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

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

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

1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.

2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of

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

Approved: July 14, 2016

ORDINANCE #70335
Board Bill No. 94

An Ordinance establishing a four-way stop site at the intersection of Walsh Street and Clifton Avenue by regulating all eastbound and westbound traffic traveling on Walsh Street at Clifton Avenue and regulating all northbound and southbound traffic traveling on Clifton Avenue at Walsh Street, and containing an emergency clause.

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

SECTION ONE. There is hereby established a four-way stop site for all traffic approaching the intersection of Clifton Avenue and Walsh Street by regulating all northbound and southbound traffic traveling on Clifton Avenue at Walsh Street and regulating all eastbound and westbound traffic traveling on Walsh Street at Clifton Avenue. 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.

Approved: July 14, 2016

ORDINANCE #70336
Board Bill No. 99

An ordinance relating to the employees and salaries of the Office of the Recorder of Deeds; repealing Ordinances #69192 approved pertaining to the Office of the Recorder of Deeds and enacting in lieu thereof a new ordinance pertaining to the same subject matter and containing an emergency clause.

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

SECTION ONE. Ordinances # 69192 is hereby repealed and enacted in lieu thereof is the following.

SECTION TWO. Appointments and Salaries. The following positions of the Office of the Recorder of Deeds whose duties shall be those indicated by their respective titles and coded are hereby allocated as listed below and adopted as the classification plan for the Recorder of Deeds.

TITLE	CODE	GRADE
Recorder of Deeds	R101	E
Chief Deputy Recorder	R102	19M
Human Resource Manager	R110	18M
Information Systems Administrator	R201	18M
Administrative Assistant	R120	17M
Recorder Cashier Manager	R301	17M
Recording Manager	R401	17M
Technical Support Specialist II	R221	16P
Technical Support Specialist I	R222	15P
Data Processing Manager	R211	14G
Recorder Department Supervisor	R411	14G
Records Document Specialist II	R421	14G
Secretary to the Recorder	R121	13G
Recorder Cashier Representative	R310	13G
Recorder Department Assistant Supervisor	R412	13G
Records Document Specialist I	R422	13G

TITLE	CODE	GRADE
Recorder Procurement Specialist	R461	13G
Customer Service Application Specialist II	R431	12G
Computer Support Specialist	R223	11G
Customer Service Application Specialist I	R432	11G
Auditor I	R320	11G
Receptionist	R122	10G
Archives Researcher II	R441	10G
Recorder Clerk III	R451	10G
Archives Researcher I	R442	9G
Recorder Clerk II	R452	9G
Recorder Clerk I	R453	8G

SECTION THREE. (a) GENERAL PAY SCHEDULE:

(1) The following biweekly pay schedule for all pay grades denoted with the suffix "G" and “M” shall become effective beginning with the start of the first bi-weekly pay period starting the effective date of this ordinance:

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
8	912	1425
9	989	1546
10	1074	1679
11	1169	1827
12	1270	1985
13	1400	2188
14	1605	2509
15	1839	2881
16	2110	3304
17	2421	1795
18	2777	4357
19	3189	5005
20	3662	5749
21	3951	6206
22	4263	6699
23	4601	7233

(b) The Recorder of Deeds may approve the payment of hiring incentives to recruit qualified personnel for positions that are difficult to fill. Hiring incentives shall be in any amount up to twenty-five percent (25%) of the annual salary of the position for which the incentive is to be paid.

SECTION FOUR. The annual rate of employee compensation shall be twenty-six (26) times the bi-weekly scale of pay for the grade applicable to each employee's position. No employee of the Recorder of Deeds shall be paid at a rate lower than the minimum or higher than the maximum of the salary range established for the grade to which his/her class has been allocated. Nothing in this section shall be construed as preventing the Recorder from paying less than the maximum provided in this ordinance. The annual rate of employee compensation shall be twenty-seven (27) times the bi-weekly scale of pay for the grade applicable to each employee's position when

The City of St Louis Pay schedule for the year contains 27 pay periods.

SECTION FIVE. Starting Salary

The minimum rate of pay for a position shall be paid upon original appointment to the class, unless the Recorder of Deeds finds that it is impossible to recruit employees with adequate qualifications at the minimum rate. If an advanced starting salary is necessary, the Recorder of Deeds may establish a recruitment rate for a single position or all positions in a class and authorized employment above the minimum but within the regular range of salary established for the class.

In the event the Recorder of Deeds finds that it is difficult to secure the services of sufficient number of employees for a class or occupational series after a diligent recruitment effort, the Recorder of Deeds may establish a new maximum rate for the classes which is not more than thirty percent (30%) above the regular maximum established in this ordinance.

SECTION SIX. Promotion, Demotion, Reallocation and Transfer

An employee who is transferred, promoted, demoted, or whose position is reallocated after the effective date of this ordinance, shall have his/her rate of pay for the new position determined as follows:

(a) Promotion: This shall be defined as a change of an employee from a position of one class to a position of another class with a higher pay grade or a higher starting minimum salary.

(1) When an employee is promoted to a position in the General, and Management Pay Schedule, the employee's salary shall be set as deemed appropriate by the Recorder of Deeds. However, no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

(b) Demotion: This shall be defined as a change of an employee from a position of one class to a position of another class which has a lower pay grade and a lower starting minimum salary.

(1) If an employee is demoted for disciplinary reasons his/her rate of pay shall be established within the range for the new position to be determined by the Recorder of Deeds.

(2) If an employee accepts a voluntary demotion, his/her current rate of pay shall first be reduced to a rate within the range for the new position. Employees who are in a working test period and demote to their previous class of position or pay grade, will return to the rate received immediately prior to the promotion, plus any adjustments as otherwise provided in this ordinance. No employee shall be paid less than the minimum nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

(3) If an employee is demoted to his/her previous position because of failing to complete the working test period, the employees pay shall be adjusted to a rate in the pay range for the previous position to be determined by the Recorder of Deeds.

(c) Reallocation:

(1) If the employee's position is reallocated to a class in a lower pay grade and the employee's rate of pay for the previous position is within the salary range of the new position, his/her salary shall remain unchanged.

(2) The Recorder of Deeds may reduce the salary of an employee whose level of performance or assigned duties is significantly diminished and no longer warrants payment at the current rate within the range as provided in Section 3 (a). The granting of any such increase or decrease in salary shall be made at the beginning of a Payroll period.

(3) The salary of an employee whose position is allocated to a class in a higher pay grade shall be determined in accordance with the provisions of this Section 6 (a)(1) relating to salary advancement on promotion.

(d) Transfer: The salary rate of an employee who transfers to a different position in the same class, or from a position in one class to a position in another class in the same pay grade, shall remain unchanged, provided that no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

(e) The pay of any employee may be decreased as a disciplinary action by the Recorder of Deeds to a lower rate within a salary range. The decrease shall not be greater than fifteen percent (15%) of the current salary rate. In no case shall the decrease be below the minimum of the pay range for the class. The Recorder of Deeds may determine that the pay decrease shall be effective for a specific number of bi-weekly pay periods

(f) Over Maximum: The salary of an employee, which has reached the maximum of the pay range in the class and grade prescribed by this ordinance, shall not be increased so long as he/she remains in the class of position.

SECTION SEVEN: SALARY ADJUSTMENT

Salary adjustments for all employees shall be based on considerations of merit or success in fulfilling predetermined

performance factors as established by the Recorder of Deeds.

Based upon the service rating of an employee together with the standards of performance established by the Recorder of Deeds, The Recorder of Deeds shall determine eligibility for up to a two percent (2%) increase or at the discretion of the Recorder of Deeds up to a Ten (10%) increase (merit) for exceptional performance of duties.

(a) Any employee whose salary is established in Section 3 (1), General Pay Schedule, achieving an Overall Performance Rating of Meets Standards or Progressing after Fifty Two (52) weeks of continuous service shall be eligible to receive a merit increase.

(**b**) Any employee, whose salary is established in Section 3(1), -General Pay Schedule, achieving an Overall Performance Rating of Below Standards after Fifty Two (52) weeks of continuous service shall not receive a merit increase and must agree to a Mandatory Improvement Plan.

The compensation of the Recorder of Deeds may be annually increased by an amount equal to the annually salary adjustment for employees of the city of St. Louis as approved by the Board of Alderman as provided in Section 59.220.1 of Missouri Revised Statutes.

The Recorder of Deeds may authorize different anniversary dates for an employee or groups of employees.

The granting of any such increase or decrease in salary shall be made at the beginning of a pay period following approval of such salary adjustment by the Recorder of Deeds.

Recorder of Deeds may approve a within range salary adjustment or other incentives to retain employees in positions that are difficult to fill, or because of their unique requirements. Said adjustment may only be granted once during a twenty-six (26) week period.

SECTION EIGHT. Income Sources

Any salary paid to an employee of the Recorder of Deeds shall represent the total remuneration for the employee, excepting reimbursements for official travel and other payments specifically authorized by ordinance. No employee shall receive remuneration from the Recorder of Deeds in addition to the salary authorized in this ordinance for services rendered by the employee in the discharge of the employee's ordinary duties, of additional duties which may be imposed upon the employee, or of duties which the employee may undertake or volunteer to perform.

Whenever an employee not on an approved, paid leave works for a period less than the regularly established number of hours a day, days a week or days bi-weekly, the amount paid shall be proportionate to the hours in the employee's normal work week and the bi-weekly rate for the employee's position. The payment of a separate salary for actual hours worked from two or more departments, divisions or other units of the City for duties performed for each of such agencies is permissible if the total salary received from these agencies is not in excess of the maximum rate of pay for the class.

SECTION NINE. Conversion

(a) All pay schedules in Ordinance #69192 shall continue in effect until the beginning of the biweekly pay period starting concurrently with or after the effective date of this ordinance, and then the rates to be paid to employee in positions of any classes for which a rate is established or changed in Section 2(a)(1) of this ordinance shall become effective.

(b) In the event this ordinance does not become effective in time for the first bi-weekly pay period of Fiscal Year ’17, employees will be eligible for the increase on the first pay period following passage.

SECTION TEN. Holidays

The Recorder of Deeds shall grant Holiday leave with pay.

When the day of observance of a holiday is changed by State or Federal law, it will be so observed by the City of St. Louis. When the day of observance of a holiday is changed by State or Federal executive action, the Mayor shall determine the day of observance by the City of St. Louis.

SECTION ELEVEN. Changes to Pay Plan

Whenever the Recorder of Deeds finds it necessary to add a new class to the Pay plan, the Recorder of Deeds shall allocate the class to an appropriate grade and schedule in this ordinance, and notify the Board of Aldermen of this action.

Whenever the Recorder of Deeds finds it necessary to change the pay schedule of an existing class within the Pay plan, the Recorder of Deeds shall allocate the class to the appropriate schedule in this ordinance, and notify the Board of Aldermen of this action.

SECTION TWELVE. PASSAGE OF ORDINANCE

The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately upon its approval by the Mayor.

Approved: July 14, 2016

ORDINANCE #70337
Board Bill No. 58

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for The City of St. Louis (the "City") to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") Shoeshine Concession Agreement AL-013 (the "Agreement"), between the City and Airport Shoeshine (the "Concessionaire"), granting to the Concessionaire the non-exclusive right and privilege to operate and manage a Shoeshine Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability clause and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport ("Airport") Shoeshine Concession Agreement AL-013 (the "Agreement"), between the City and Airport Shoeshine (the "Concessionaire"), granting to the Concessionaire the non-exclusive right and privilege to operate and manage a Shoeshine Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

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

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

ATTACHMENT "1"
AIRPORT SHOESHINE
SHOESHINE CONCESSION AGREEMENT
AL# - 013
(Is on file in the Register's Office.)

Approved: July 18, 2016

ORDINANCE #70338
Board Bill No. 59

An ordinance recommended by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis ("City") to enter into and execute on behalf of the City a Restated and Amended Lease Agreement Northern Tract Site (AL-020) (the "Lease Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Bi-National Gateway Terminal, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Lessee"), granting to the Lessee the right to occupy and use the "Leased Premises" consisting of approximately 61.10 acres and improvements thereon commonly known as the "Northern Tract Site", which is more fully described in Section 201 and EXHIBIT "A" and EXHIBIT "B" of the Lease Agreement, in order to: a) demolish any existing improvements that are not retained improvements, b) construct new improvements in order to accommodate international cargo enterprises and other air cargo operations and distribution facilities, c) develop and operate a fixed base operator facility, and d) perform all operations and functions that are incidental or necessary to such use and development or authorized in the Lease Agreement, subject to and in accordance with the provisions of the Lease Agreement; authorizing and directing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City, with the advice of the Director of Airports, to enter into and execute on behalf of the City and in the City's best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Lease Agreement, and/or deemed necessary to preserve and protect the City's interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance will be applicable exclusively to the agreements, documents, permits, and instruments approved or authorized by this Ordinance; and containing a severability clause and an emergency clause.

WHEREAS, The City of St. Louis ("City") is the owner and operator of Lambert-St. Louis International Airport® ("Airport");

WHEREAS, the City and Bi-National Gateway Terminal, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Lessee"), entered into Lease Agreement Northern Tract Site AL-286, dated June 24, 2015 and authorized by Ordinance 69991, which the parties now wish to amend by way of a Restated and Amended Lease Agreement Northern Tract Site AL-020 (the "Lease Agreement"); and

WHEREAS, the Board of Aldermen hereby determines the Lease Agreement is acceptable and that the execution, delivery and performance by the City and Lessee of their respective obligations under the Lease Agreement are in the best interests of the City, its residents, the Airport, and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of The City of St. Louis ("City") are hereby authorized and directed to enter into and execute on behalf of the City a Restated and Amended Lease Agreement Northern Tract East Site AL-020 (the "Lease Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Bi-National Gateway Terminal, LLC, a limited liability company organized and existing under the laws of the State of Missouri ("Lessee"), granting to the Lessee the right to occupy and use the "Leased Premises" consisting of approximately 61.10 acres and improvements thereon commonly known as the "Northern Tract Site", which is more fully described in Section 201 and EXHIBIT "A" and EXHIBIT "B" of the Lease Agreement, in order to: a) demolish any existing improvements that are not retained improvements, b) construct new improvements in order to accommodate international cargo enterprises and other air cargo operations and distribution facilities, c) develop and operate a fixed base operator facility, and d) perform all operations and functions that are incidental or necessary to such use and development or authorized in the Lease Agreement, subject to and in accordance with the provisions of the Lease Agreement.

SECTION THREE. The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City, with the advice of the Director of Airports, are hereby authorized and directed to enter into and execute on behalf of the City and in the City's best interest any attendant or related documents, agreements, permits, amendments, affidavits, releases, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City's interest, and/or to take such actions as may be necessary or appropriate

in connection with the consummation of the transactions or agreements contemplated herein.

SECTION FOUR. The terms, covenants, and conditions set forth in this Ordinance are applicable exclusively to the agreements, documents, permits and instruments approved or authorized by this Ordinance and are not applicable to any other existing or future agreements, documents, permits, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance will be of no force or effect as to the agreements, documents, permits, and instruments approved or authorized by this Ordinance.

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

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

ATTACHMENT "1"
RESTATED AND AMENDED LEASE AGREEMENT
NORTHERN TRACT SITE (AL-020)
(Is on file in the Register's Office.)

Approved: July 18, 2016

ORDINANCE #70339
Board Bill No. 71

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Lease Agreement No. AL-019 (the "Lease Agreement"), between the City and Southwest Airlines Company (the "Lessee"), granting to the Lessee, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Lease Agreement that was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Lease Agreement No. AL-019 (the "Lease Agreement"), between the City and Southwest Airlines Company (the "Lessee"), granting to the Lessee, subject to and in accordance with the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Lease Agreement that was approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1",** which is attached hereto and made a part hereof.

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

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

approval by the City's Mayor.

ATTACHMENT "1"
CARGO CITY LEASE AGREEMENT
SOUTHWEST AIRLINES CO.
NO. AL-019
(Is on file in the Register's Office.)

Approved: July 18, 2016

ORDINANCE #70340
Board Bill No. 89

An ordinance to amend Ordinance 70285 by removing Section 29 of Ordinance 70285, providing an effective date and including an emergency clause.

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

SECTION ONE. Ordinance 70285, approved June, 9, 2016, is hereby amended to remove Section 29 in its entirety.

SECTION TWO. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

SECTION TWO. Emergency Clause

This ordinance being deemed necessary for the immediate preservation of the public health and safety is declared to be an emergency ordinance pursuant to Article IV, Section 19 and 20 of the City Charter.

Approved: July 18, 2016

ORDINANCE #70341
Board Bill No. 90

An Ordinance establishing a three-way stop site at the intersection of Marquette Avenue and Prather Avenue by regulating all eastbound and westbound traffic traveling on Marquette Avenue at Prather Avenue and regulating all northbound traffic traveling on Prather Avenue at Marquette Avenue, and containing an emergency clause.

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

SECTION ONE. There is hereby established a three-way stop site for all traffic approaching the intersection of Marquette Avenue and Prather Avenue by regulating all northbound traffic traveling on Prather Avenue at Marquette Avenue and regulating all eastbound and westbound traffic traveling on Marquette Avenue at Prather Avenue. 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.

Approved: July 18, 2016

ORDINANCE #70342
Board Bill No. 95

An ordinance prohibiting the installation of any new pole signs, any sandwich signs, limiting signage to one sign attached to the building and establishing a closing time of 7:00 p.m., for all businesses located on Kingshighway Memorial Boulevard, containing an exception, and containing an emergency clause.

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

SECTION ONE.

WHEREAS, Kingshighway Memorial Boulevard was so named in 1922 after World War I when it was planted and memorial plaques were placed in its central parkway to honor military heroes killed in that war. The street extended from Easton Avenue (now Martin Luther King, Jr., Drive) to West Florissant Avenue. Originally it was called North Kingshighway Boulevard.

WHEREAS, Kingshighway Memorial Boulevard is lined on both the East and West of Kingshighway Memorial Boulevard with quiet neighborhoods filled with occupied homes in which the owners live has and some of the best housing stock in St. Louis. Said Neighborhood included Kingsway East, Kingsway West, Penrose, and Mark Twain. These Neighborhoods are mostly zoned A Single Family and B Two Family with some C Multi Family Zoning. Traditionally, the corners of these quiet Neighborhoods contain small businesses that are supposed to service the surrounding community are zoned F Neighborhood Commercial District. As such the businesses that abut these neighborhoods usually close at 7:00 p.m.

WHEREAS, Business that stay open later at night tends to attract people from outside the Neighborhood in violation of the intent of the F Neighborhood Commercial District Zoning which specifically states that the purpose of the "F" Neighborhood Commercial District is to establish and preserve those commercial and professional facilities that are especially useful in close proximity to residential areas. The district is designed to provide convenient shopping and servicing establishments for persons residing in the immediate neighborhood to satisfy those basic home and personal shopping and service needs which occur frequently and so require retail and service facilities in relative proximity to places of residence, so long as such uses are compatible with and do not detract from adjacent residential uses.

WHEREAS, The existence of business in the F Neighborhood Commercial District that are allowed to remain open later than 7:00 p.m. appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on the quiet adjacent public streets and neighborhood lots.

WHEREAS, The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life.

WHEREAS, In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a prohibition installation any new pole signs, any sandwich signs, limiting signage to one sign attached to the building on business remaining open beyond 7:00 p.m. that are located on Kingshighway Memorial Boulevard south from Dr. Martin Luther King Drive to West Florissant Avenue.

SECTION TWO.

WHEREAS, Excessive signage is tantamount to visual noise and pollution and decreases the value of residential properties. In an F Neighborhood District business are supposed to establish and preserve those commercial and professional facilities that are especially useful in close proximity to residential areas. The district is designed to provide convenient shopping and servicing establishments for persons residing in the immediate neighborhood to satisfy those basic home and personal shopping and service needs which occur frequently and so require retail and service facilities in relative proximity to places of residence, so long as such uses are compatible with and do not detract from adjacent residential uses. As such they do not need signage to attract those people living outside of the neighborhood and.

WHEREAS, in order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a prohibition of that are located on Kingshighway Memorial Boulevard south from Dr. Martin Luther King Drive to West Florissant Avenue.

SECTION THREE.

Notwithstanding the provisions of Section One, Business that are in the I-70 Mark Twain Industrial Neighborhood and the Business that are located on Natural Bridge and abut Kingshighway Memorial Boulevard, and Business that are abut Kingshighway Memorial Boulevard from Lexington to Natural Bride are exempted from this ordinance.

SECTION FOUR. 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: July 18, 2016

ORDINANCE #70343
Board Bill No. 96

An Ordinance amending Ordinance 70238 directing the Director of Streets to permanently close barricade or otherwise impede the flow of Traffic at Wabada 75 feet east the west curb line of Union Boulevard and containing an emergency clause.

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

SECTION ONE The Director of Streets is hereby mandated and directed to permanently close, barricade, or otherwise impede the flow of Traffic at Wabada 75 feet east of the west curb line of Union Boulevard beginning the effective date of the passage of this ordinance.

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

Approved: July 18, 2016

ORDINANCE #70344
Board Bill No. 97

An Ordinance amending Ordinance 70224 directing the Director of Streets to permanently close barricade or otherwise impede the flow of Traffic at Terry Avenue at the west curb line of Kingshighway Memorial Boulevard and containing an emergency clause.

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

SECTION ONE The Director of Streets is hereby mandated and directed to permanently close barricade or otherwise impede the flow of traffic at Terry Avenue at the west curb line of Kingshighway Memorial Boulevard beginning the effective date of the passage of this ordinance.

SECTION TWO The Director of Streets is hereby mandated and directed to make Terry a two way street for the flow of vehicular traffic only after the street had been permanently closed barricaded or otherwise had the flow of Traffic impeded at Terry Avenue at the west curb line of Kingshighway Memorial Boulevard.

The Director of Streets is further mandated and directed to change the street sign accordingly to reflect the change in traffic flow and parking.

If at any time the barricades or closure is removed permanently or temporarily, then the Director of Street is mandated and directed to return Terry to a one way west bound street for the flow of vehicular traffic.

SECTION THREE 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 Section 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore the Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: July 18, 2016

ORDINANCE #70345
Board Bill No. 72

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Space Permit No. AL-016 (the “Space Permit”), between the City and Delta Airlines, Inc. (the “Permittee”), granting to the Permittee, subject to and in accordance with the terms, covenants, and conditions of the Space Permit, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Space Permit that was approved by the Airport Commission and is attached hereto as

ATTACHMENT "1" and made a part hereof, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") Space Permit No. AL-016 (the "Space Permit"), between the City and Delta Airlines, Inc. (the "Permittee"), granting to the Permittee, subject to and in accordance with the terms, covenants, and conditions of the Space Permit, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Section 201 of the Space Permit that was approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

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

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

ATTACHMENT "1"
DELTA AIR LINES, INC.
SPACE PERMIT
AIRLINE SERVICE BUILDING - AL-016
(Is on file in the Register's Office.)

Approved: July 18, 2016

ORDINANCE #70346
Board Bill No. 46

An Ordinance pertaining to the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., as adopted and approved by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168 creating the "City Public Transit Sales Tax Trust Fund" directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the "City Public Transit Sales Tax Trust Fund – Account ONE" appropriating $11,132,000 from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2016, through June 30, 2017; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the "City Public Transit Sales Tax Trust Fund" during the period of July 1, 2016 through June 30, 2017; and containing a severability clause.

WHEREAS, in accordance with Ordinance 65613, the City of St. Louis, Missouri, is authorized to enter into a Memorandum of Agreement (MOA) with the Bi-State Development Agency and St. Louis County, Missouri, providing for the City's annual appropriation of the sales tax levied for public mass transportation purposes, and pursuant to provisions of Section 3.2 of the MOA, the City shall transfer monthly to the Trustee, BNY Trust of Missouri, in immediately available funds, moneys on deposit in the City Public Transit Sales Tax Trust Fund account attributable to the quarter-cent sales tax imposed pursuant to Ordinance 63168 and approved by the voters on August 2, 1994;

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

SECTION ONE. All sales taxes collected pursuant to Section 94.660, RSMo., and Ordinance 63168 and distributed by the Director of Revenue to the Treasurer of St. Louis City as authorized by Senate Bill 432 (the "Act") as approved and adopted by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168, shall be deposited in a special trust fund, to be known as the "City Public Transit Sales Tax Trust Fund – Account ONE."

SECTION TWO. There is hereby appropriated out of the "City Public Transit Sales Tax Trust Fund – Account ONE," subject to the conditions herein contained in Sections Four and Five, the amount of $11,132,000, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the "City Public Transit Sales Tax Trust Fund – Account ONE," as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Section 94.660, RSMo., as approved and adopted by the voters of the City of St. Louis on August 2, 1994, pursuant to Ordinance 63168, are received from the Director of Revenue of the State of Missouri and are deposited in the "City Public Transit Sales Tax Trust Fund – Account ONE" as provided herein from July 1, 2016 through June 30, 2017.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the "City Public Transit Sales Tax Trust Fund" during the period from July 1, 2016 through June 30, 2017.

SECTION FIVE. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 21, 2016

ORDINANCE #70347
Board Bill No. 47

An Ordinance pertaining to the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., as adopted and approved by the voters of St. Louis City on November 4, 1997, pursuant to Ordinance 64111 creating the "City Public Transit Sales Tax Trust Fund" directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the "City Public Transit Sales Tax Trust Fund – Account TWO" appropriating $11,132,000 from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2016, through June 30, 2017; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the "City Public Transit Sales Tax Trust Fund" during the period of July 1, 2016 through June 30, 2017; and containing a severability clause.

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

SECTION ONE. All sales taxes collected pursuant to Section 94.660, RSMo., and Ordinance 64111 and distributed by the Director of Revenue to the Treasurer of St. Louis City as authorized by Section 94.660, RSMo. (the "Act") as approved and adopted by the voters of St. Louis City on November 4, 1997, pursuant to Ordinance 64111, shall be deposited in a special trust fund, to be known as the "City Public Transit Sales Tax Trust Fund – Account TWO."

SECTION TWO. There is hereby appropriated out of the "City Public Transit Sales Tax Trust Fund – Account TWO," subject to the conditions herein contained in Sections Four and Five, the amount of $11,132,000, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the "City Public Transit Sales Tax Trust Fund – Account TWO," as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Section 94.660, RSMo., as approved and adopted by the voters of the City of St. Louis on November 4, 1997, pursuant to Ordinance 64111, are received from the Director of Revenue of the State of Missouri and are deposited in the "City Public Transit Sales Tax Trust Fund – Account TWO" as provided herein from July 1, 2016 through June 30, 2017.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the "City Public Transit Sales Tax Trust Fund" during the period from July 1, 2016 through June 30, 2017.

SECTION FIVE. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 21, 2016

ORDINANCE #70348
Board Bill No. 48

An ordinance appropriating the sum of $22,065,000, as described and defined in Section 94.600 through 94.655, RSMo. 2000 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency for transportation purposes; and further providing that the appropriation is conditional upon the Bi-State Development Agency supplying the Board of Estimate and Apportionment an annual evaluation report; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amount of proceeds deposited in the "Transportation Trust Fund" during the period from July 1, 2016 through June 30, 2017; providing for the appropriation to be reduced if certain funds are used for other than public transit purposes; further providing that the appropriation is conditional upon Bi-State requiring the payment of prevailing wages and benefits to employees of outside service contractors; and containing a severability clause.

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

SECTION ONE. There is hereby appropriated from the unappropriated balance of the "Transportation Trust Fund," subject to the conditions herein contained in sections three (3) and four (4), the sum of $22,065,000, as described and defined in Section 94.600 through 94.655, RSMo. 2000 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency to be used exclusively and without diversion in any way for public transit purposes pursuant to section 94.600, RSMo. 2000.

SECTION TWO. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein, on the "Transportation Trust Fund" as the proceeds of the one-half percent (1/2%) sales tax authorized by Ordinance No. 56554, approved June 29, 1973, are received from the Director of Revenue of the State of Missouri and are deposited in the "Transportation Trust Fund" as provided by Ordinance No. 56584, approved October 9, 1973, as provided herein from July 1, 2016 until the 30th day of June, 2017. This authorization is made subject to and conditional upon the Bi-State Development Agency submitting to the Board of Estimate and Apportionment an annual evaluation report describing services provided and the cost thereof including cost justification for overhead rates and other management fees. The receipt of any funds appropriated hereunder shall constitute consideration for the Bi-State Development Agency's obligating itself to furnish the evaluation reports as required herein.

SECTION THREE. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of the proceeds received from the Director of Revenue of the State of Missouri and deposited in the "Transportation Trust Fund" during the period from July 1, 2016 through June 30, 2017.

SECTION FOUR. (a) The Bi-State Development Agency ("Bi-State") shall include in all its requests for competitive bids for outside service work the requirement that the bidder pay prevailing wages and benefits to its employees in performing such contractual work.

(b) For the purpose of this ordinance, "prevailing wages and benefits" shall mean the wages paid generally in the St. Louis Metropolitan area to workers engaged in service work of a similar character, and all benefits associated therewith. Prior to letting any bid for outside service work, Bi-State shall establish prevailing wages and benefits for service workers in the contract for which the bid will be let, which shall be attached to and made a part of each bid specification. In establishing prevailing wages and benefits, Bi-State shall obtain from the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, a list of prevailing wages for the job classification(s) which come closest in nature and character to the jobs to be performed in the service contract for which bids are to be let. In addition to such list, Bi-State shall also base its established prevailing wages and benefits on information from the United States Department of Labor, Bureau of Labor Standards, to the greatest extent feasible.

(c) After establishing prevailing wages and benefits for a bid to be let, and not less than one week prior to letting the bid,

Bi-State shall provide the Board of Aldermen, c/o the Clerk, with copies of all information and material used to establish such prevailing wages and benefits.

SECTION FIVE. In the event the Board of Estimate and Apportionment concludes that any funds herein appropriated or previously appropriated by the City of St. Louis to the Bi-State Development Agency and remaining unspent are used for other than public transit purposes, the appropriation herein enacted shall be reduced by an amount equal to the amount used for other than public transit purposes. The determination of the Board of Estimate and Apportionment of such spending for other than public transit purposes shall be conclusive.

SECTION SIX. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of Bi-State to receive funding from the United States, the remaining sections of this ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds that the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 21, 2016

ORDINANCE #70349
Board Bill No. 49
Floor Substitute

An ordinance authorizing The City of St. Louis, Missouri, to enter into a Fifth Amendment to Memorandum of Agreement with The Bi-State Development Agency of the Missouri-Illinois Metropolitan District and St. Louis County, Missouri, amending that certain Memorandum of Agreement dated as of November 1, 2002, as amended, for the purpose of authorizing said Agency to issue refunding obligations payable and secured by pledge of the annual appropriation of the quarter-cent sales tax levied by the City for public transportation purposes by Ordinance No. 63168, the additional quarter-cent sales tax levied by the City for public transportation purposes by Ordinance No. 64111 and other available revenues of said Agency; and authorizing the City to take other necessary actions in connection with such Fifth Amendment.

WHEREAS, The City of St. Louis, Missouri (the "City") is authorized to acquire, construct, own, operate and maintain mass transportation facilities for public service and to fund the operation thereof, to acquire private property which is necessary for the purposes of the City by eminent domain, and to contract for the provision of public mass transportation with The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"); and

WHEREAS, in 1994, the Missouri General Assembly adopted Senate Bill 432, codified as Section 94.660 of the Revised Statutes of Missouri, as amended (the "Prop M Tax Act"), which authorized the City and St. Louis County, Missouri (the "County") to levy up to a one-half cent sales tax for public transportation purposes, upon approval of such tax by the voters of both the City and the County; and

WHEREAS, on August 2, 1994, a majority of the voters of both the City and the County, respectively, approved the imposition of a one-quarter cent sales tax, known as the Proposition M Sales Tax (the "Prop M Sales Tax"), for the purpose of providing a source of funds for public transportation purposes; and

WHEREAS, pursuant to Ordinance No. 63168, the City imposed a City-wide sales tax of one-quarter cent for public transportation purposes (the "City's Prop M Sales Tax"); and

WHEREAS, since 1994 the City and the County have annually appropriated funds received from the Prop M Sales Tax for transfer to the Agency for the purpose of funding the Agency's public transportation purposes; and

WHEREAS, pursuant to Ordinance No. 65613, the Board of Aldermen of the City found and determined that it was necessary and desirable that the Agency proceed with the construction of a project including a light rail transit line, known as Segment I of the Cross-County Corridor, as well as improvements associated with the related upgrade and expansion of transit service (the "Project"), and proceed with the issuance of bonds of the Agency to pay the costs of the Project and that the City enter into an agreement providing for the annual appropriation of the City's Prop M Sales Tax to the Agency for the purpose of funding the costs of the Project, paying debt service on bonds to be issued by the Agency for such purposes and funding other public transportation purposes of the Agency; and

WHEREAS, in accordance therewith, the City, the County and the Agency entered into a Memorandum of Agreement dated as of November 1, 2002 (the "Original Agreement"), as amended by a First Amendment to Memorandum of Agreement dated as of November 1, 2005 (the "First Amendment"), as amended by a Second Amendment to Memorandum of Agreement dated as of December 1, 2007 (the "Second Amendment"), as amended by a Third Amendment to Memorandum of Agreement dated as of November 1, 2009 (the "Third Amendment") and as further amended by a Fourth Amendment to Memorandum of Agreement dated as of June 1, 2013 (the "Fourth Amendment" and together with the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, the "Agreement") to provide: (i) for the issuance of bonds by the Agency to provide funds to finance the Project; (ii) the application of the proceeds of such bonds to pay the costs of the Project; (iii) a source of repayment for such bonds; and (iv) for the issuance by the Agency of sales tax appropriation bonds to refund all or any portion of the Agency's bonds described therein; and

WHEREAS, in connection therewith, on November 21, 2002, the Agency issued $100,000,000 original principal amount of Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002A (the "Series 2002A Bonds"), $313,305,000 original principal amount of Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002B (the "Series 2002B Bonds") and $816,760.73 original principal amount of Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002C (the "Series 2002C Bonds" and together with the Series 2002A Bonds and the Series 2002B Bonds, the "Series 2002 Bonds") to finance the costs of the Project; and

WHEREAS, on November 2, 2005, the Agency issued $150,000,000 original principal amount of Subordinate Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2005A (the "Series 2005A Bonds") to finance the costs of completion of the Project; and

WHEREAS, on December 19, 2007, the Agency issued $20,820,000 original principal amount of Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2007 (the "Series 2007 Bonds"), to refund certain maturities of the Series 2002B Bonds; and

WHEREAS, on November 9, 2009, the Agency issued $97,220,000 original principal amount of Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2009 (the "Series 2009 Bonds") to refund certain maturities of the Series 2002A Bonds, including payment of the termination fees for interest rate swaps relating to the Series 2002A Bonds; and.

WHEREAS, on October 14, 2010, the Agency issued $75,000,000 original principal amount of Subordinate Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2010A (the "Series 2010A Bonds") and $70,290,000 original principal amount of Subordinate Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2010B (the "Series 2010B Bonds" and together with the Series 2010A Bonds, the "Series 2010 Bonds") to refund the Series 2005A Bonds; and

WHEREAS, on November 4, 1997, a majority of the voters of the City approved the imposition of an additional one-quarter cent sales tax for the purpose of providing a source of funds for public transportation purposes; and

WHEREAS, the Prop M Tax Act provides that no tax shall go into effect in the City or the County unless and until both the City and the County have approved the tax; and

WHEREAS, on April 6, 2010, a majority of the voters of the County approved the imposition of a one-half cent sales tax, known as the Proposition A Sales Tax (the "County's Prop A Sales Tax"), for the purpose of providing a source of funds for public transportation purposes; and

WHEREAS, pursuant to Ordinance No. 64111, the City imposed a City-wide sales tax of an additional one-quarter cent for public transportation purposes (the "City's Prop M2 Sales Tax"); and

WHEREAS, pursuant to the Fourth Amendment, the City pledged and assigned the City's Prop M2 Sales Tax and the County pledged and assigned the County's Prop A Sales Tax to the repayment of refunding bonds authorized to be issued by the Agency pursuant to the Fourth Amendment; and

WHEREAS, on August 1, 2013, the Agency issued $381,225,000 original principal amount of Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2013A (the "Series 2013A Bonds) and $400,000,000 maximum principal amount of Super Subordinate Combined Lien Mass Transit Sales Tax Appropriation Indebtedness, Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") to refund the Series 2002A Bonds, the Series 2002B Bonds, the Series 2002C Bonds, the Series 2007 Bonds, the Series 2010A Bonds and the Series 2010B Bonds; and

WHEREAS, the Board of Aldermen of the City finds and determines that it is necessary and desirable that the City enter into a Fifth Amendment to Memorandum of Agreement with the County and the Agency (the "Fifth Amendment"), to provide for the issuance of refunding bonds (the "Refunding Bonds") by the Agency to refund all or a portion of the Series 2009 Bonds and the callable Series 2013A Bonds (collectively, the "Refunded Bonds"); to provide a source of repayment for said Refunding Bonds as provided in the Agreement, as amended; and that the City take certain actions and approve the execution of certain documents in connection therewith as herein provided.

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

SECTION ONE. Authorization of Fifth Amendment to Memorandum of Agreement. The City is hereby authorized to enter into the Fifth Amendment among the County, the Agency and the City in substantially the form filed in the office of the Registrar of the City, with such changes therein as shall be approved by the officers of the City executing such document, such officers' signatures thereon being conclusive evidence of their approval and the City's approval thereof.

SECTION TWO. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City pursuant to the Agreement, as amended by the Fifth Amendment. The Mayor, Comptroller, President of the Board of Aldermen, and other officials of the City are hereby authorized, through the term of the Agreement, as amended by the Fifth Amendment, to execute all documents on behalf of the City as may be required or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

ADOPTED this _____ day of _____, 2016.

FIFTH AMENDMENT TO MEMORANDUM OF AGREEMENT

THIS FIFTH AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Fifth Amendment") dated as of _____, 2016 is by and among **THE CITY OF ST. LOUIS, MISSOURI,** a constitutional charter city and political subdivision of the State of Missouri (the "City"), **ST. LOUIS COUNTY, MISSOURI,** a constitutional charter county and political subdivision of the State of Missouri (the "County") and **THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT**, a legally constituted body corporate and politic created and existing by reason of a joint compact between the States of Missouri and Illinois which is codified at Section 70.370 et seq. of the Missouri Revised Statutes, as amended, and 45 ILCS 100/1 et seq. of the Illinois Compiled Statutes, as amended (the "Agency") and amends the Memorandum of Agreement dated as of November 1, 2002 by and among the parties hereto (the "Original Agreement"), as amended by the First Amendment to Memorandum of Agreement dated November 1, 2005 by and among the parties hereto (the "First Amendment"), as amended by the Second Amendment to Memorandum of Agreement dated as of December 1, 2007 by and among the parties hereto (the "Second Amendment"), as amended by the Third Amendment to Memorandum of Agreement dated as of November 1, 2009 by and among the parties hereto (the "Third Amendment"), and further amended by the Fourth Amendment to Memorandum of Agreement dated as of June 1, 2013 by and among the parties hereto (the "Fourth Amendment"). The Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment, is hereinafter referred to as the "Agreement."

WHEREAS, the City, the County and the Agency entered into a Memorandum of Understanding, dated December 1, 2000 (the "MOU"), relating to an expansion of the Agency's light rail transit system known as MetroLink, including a light rail transit line known as Segment I of the Cross-County Corridor and improvements associated with the related upgrade and expansion in transit service (the "Project," as further described in the Original Agreement); and

WHEREAS, the parties agreed that financing was necessary to provide funds to acquire, plan, construct, equip and improve the Project, to fund reasonable reserves for such financing and for the Project and to fund the costs of issuance relating to such financing; and

WHEREAS, the City, the County and the Agency entered into the Original Agreement to provide for the issuance of bonds by the Agency to provide funds to finance the Project, to provide for the application of the proceeds of such bonds to pay the costs of the Project and to provide a source of repayment for such bonds; and

WHEREAS, in accordance with the Original Agreement, on November 21, 2002, the Agency issued (a) $100,000,000 original principal amount Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002A (the "Series 2002A Bonds"), (b) $313,305,000 original principal amount Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002B (the "Series 2002B Bonds"), and (c) $816,760.73 original principal amount Mass

Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002C (the "Series 2002C Bonds" and together with the Series 2002A Bonds and the Series 2002B Bonds, the "Series 2002 Bonds") pursuant to the Trust Indenture dated as of November 1, 2002 (the "2002 Original Indenture") between the Agency and The Bank of New York Mellon Trust Company, N.A. (formerly known as BNY Trust Company of Missouri), as trustee (the "Trustee"); and

WHEREAS, in accordance with the Original Agreement as amended by the First Amendment, on November 2, 2005, the Agency issued $150,000,000 original principal amount Subordinate Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2005A (the "Series 2005A Bonds") pursuant to the Trust Indenture dated as of November 1, 2005 between the Agency and the Trustee; and

WHEREAS, in accordance with the Original Agreement as amended by the First Amendment and the Second Amendment, on December 19, 2007, the Agency issued $20,820,000 original principal amount Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2007 (the "Series 2007 Bonds") pursuant to the 2002 Original Indenture, as supplemented by the First Supplemental Trust Indenture dated as of May 1, 2006 (the "First Supplemental Trust Indenture") and the Second Supplemental Trust Indenture dated as of December 1, 2007 (the "Second Supplemental Trust Indenture"); and

WHEREAS, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, with the consent of the Trustee, in accordance with Section 8.4 of the Original Agreement and Article X of the 2002 Original Indenture, the Agency was authorized to provide for the issuance of Refunding Bonds until December 31, 2010; and

WHEREAS, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, on November 9, 2009, the Agency issued $97,220,000 original principal amount Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2009 (the "Series 2009 Bonds") pursuant to the 2002 Original Indenture, as supplemented by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture and the Third Supplemental Trust Indenture dated as of November 1, 2009 (the "Third Supplemental Trust Indenture") (the 2002 Original Indenture, as supplemented and amended by the First Supplemental Trust Indenture, the Second Supplemental Trust Indenture and the Third Supplemental Trust Indenture is hereinafter referred to as the "2002 Indenture"); and

WHEREAS, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, on October 14, 2010, the Agency issued (a) $75,000,000 original principal amount Subordinate Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2010A (the "Series 2010A Bonds"), and (b) $70,290,000 original principal amount Subordinate Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2010B (the "Series 2010B Bonds" and together with the Series 2010A Bonds, the "Series 2010 Bonds") pursuant to the Trust Indenture dated as of October 1, 2010 (the "2010 Indenture") between the Agency and the Trustee for the purpose of refunding the Series 2005A Bonds; and

WHEREAS, in accordance with the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, on August 1, 2013, the Agency issued (a) $381,225,000 aggregate principal amount of Combined Lien Mass Transit Sales Tax Appropriation Refunding Bonds, Series 2013A (the "Series 2013A Bonds") pursuant a Master Trust Indenture dated as of August 1, 2013, between the Agency and Trustee (the "2013 Master Indenture"), as supplemented by the Supplemental Trust Indenture No. 1 dated as of August 1, 2013 (the "First Supplemental 2013 Indenture") and (b) not to exceed $400,000,000 aggregate principal amount of Super Subordinate Combined Lien Mass Transit Sales Tax Appropriation Indebtedness, Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") pursuant to the 2013 Master Indenture as supplemented by the Supplemental Trust Indenture No. 2 dated as of August 1, 2013 (the "Second Supplemental 2013 Indenture" and together with the 2013 Master Indenture and the First Supplemental 2013 Indenture, the "2013 Indenture") between the Agency and the Trustee; and

WHEREAS, only the Series 2009 Bonds and the Series 2013 Bonds remain outstanding; and

WHEREAS, the parties desire to amend the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment pursuant to this Fifth Amendment in order to provide for the refunding all or a portion of the Series 2009 Bonds and the callable Series 2013A Bonds (collectively, the "Refunded Bonds") upon the conditions more particularly described in this Fifth Amendment;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and contained in the Original Agreement, as amended, the City, the County and the Agency agree as follows:

1. **Consent to Issuance of Refunding Bonds to Refund Series 2009 Bonds.** The City and the County hereby consent to the issuance by the Agency from time to time of one of more series of Refunding Bonds for a term or terms permitted by applicable state and federal law, subject, however, to the terms and conditions set forth in the 2002 Indenture and 2013 Indenture, as applicable; provided that the Agency's Board of Commissioners determines that such refunding would provide economic savings in such a manner that (a) the savings on a present value basis would equal at least four (4) percent of the par amount of the Refunded Bonds being refunded, (b) the final maturity of such Refunding Bonds would occur no later than December 31, 2048, and (c) such Refunding Bonds would be issued on a parity with either the Series 2009 Bonds or on a parity with the Series 2013A Bonds. Notwithstanding anything contained to the contrary in the Agreement, the Agency may apply to rating agencies including Standard & Poor's Rating Services and Moody's Investors Service for all ratings related to the Agency Bonds.

2. **Consent to Authority to Pledge Transit Sales Tax.** The City and the County hereby consent to the Agency's pledge and assignment from time to time of the revenues and receipts receivable by the Agency from Transit Sales Tax pursuant to the Agreement as security for refunding of the Refunded Bonds upon the conditions stated herein.

3. **Capitalized Terms.** All capitalized terms used herein, which are not otherwise defined in this Fifth Amendment, shall have the meanings ascribed for them in the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, as applicable.

4. **Prior Provisions in Effect.** Except as amended hereby, all provisions of the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall remain in full force and effect.

5. **Severability.** If any provision of this Fifth Amendment is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6. **Applicable Law.** This Fifth Amendment shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Fifth Amendment, the provisions of the Compact shall prevail over any conflicting provisions of other Missouri laws.

7. **Counterparts.** This Fifth Amendment may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

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

Executed by the City on _____, 2016.

THE CITY OF ST. LOUIS, MISSOURI

_____
Francis G. Slay
Mayor

[SEAL]

ATTEST:

_____
Darlene Green
Comptroller

_____
Parrie May
Register

APPROVED AS TO FORM:

_____
City Counselor

[Remainder of page left intentionally blank]

Executed by the County on _____, 2016.

ST. LOUIS COUNTY, MISSOURI

By: _____
Name: Steven V. Stenger
Title: County Executive

[SEAL]

ATTEST:

_____
Name: Genevieve M. Frank
Title: Administrative Director

Approved as to legal form:

By _____
County Counselor

Approved:

By _____
Accounting Officer

[Remainder of page left intentionally blank]

Executed by the Agency on _____, 2016.

THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT

By: _____
Name: David A. Dietzel
Title: Chair of the Board of Commissioners

[SEAL]

ATTEST:

_____
Name: _____
Title: _____

[Remainder of page left intentionally blank]

The undersigned, as Trustee, hereby consents to the execution and delivery of the foregoing Fifth Amendment to Memorandum of Agreement.

Executed by the Trustee on _____, 2016.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Name: _____
Title: _____

[Remainder of page left intentionally blank]

The undersigned hereby consents to the execution and delivery of the foregoing Fifth Amendment to Memorandum of Agreement. By granting this consent, Assured Guaranty Corp. expresses no opinion as to whether the consent to the Fifth Amendment to Memorandum of Agreement by any other person is required.

Executed by the Bond Insurer on _____, 2016.

ASSURED GUARANTY CORP.

By: _____
Name: _____
Title: _____

[Remainder of page left intentionally blank]

Approved: July 21, 2016

ORDINANCE #70350
Board Bill No. 92

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in 17.5 foot wide north/south alley in City Block 5334 from Terrace Ave. south 150.07 feet to the 15 foot wide east/west alley in City Block 5334 as bounded by Terrace Ave., Christy Blvd.. Gravois Ave. and Dahlia Ave. in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being part of an alley, 17 feet 6 inches wide, bounded on the North by the Southerly line of Terrace Avenue, 50 feet wide; on the West by the Easterly line of Lot 1 in Block 4 of Rosa Park; on the East by the westerly line of "Christy Park" and on the South by the Eastwardly prolongation of the Northerly line of an East/West alley, 15 feet wide, and in City Block 5334 of the City of St. Louis Records in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the Northwesterly corner of said City Block 5334, said corner being the intersection of the Easterly line of Dahlia Avenue, 50 feet wide, with the Southerly line of Terrace Avenue, 50 feet wide; thence Eastwardly along the Southerly line of said Terrace Avenue, North 68 degrees 14 minutes 27 seconds East, 325.53 feet to the Northeast corner of said Lot 1, at the intersection of the Westerly line of the said alley to be vacated, and the True Point of Beginning of the Tract of Land herein described; thence continuing Eastwardly along the Southerly line of said Terrace Avenue, North 68 degrees 14 minutes 27 seconds East, 19.45 feet to the Northwest corner of said 'Christy Park", a the intersection of the Easterly line of the said alley to be vacated; thence Southwardly along the Easterly line of said alley and the Westerly line of said "Christy Park", South 04 degrees 08 minutes 24 seconds West, 150.07 feet to its intersection with the Eastwardly prolongation of the Northerly line of an East/West alley, 15 feet wide; thence westwardly along said prolongation, South 68 degrees 14 minutes 27 seconds West, 19.45 feet to the Southeast corner of said Lot 1, at the intersection of the Westerly line of the said alley to be vacated;

thence Northwardly along the Westerly line of said alley and the Easterly line of said Lot 1, North 04 degrees 08 minutes 24 seconds East, 150.07 feet to the True Point of Beginning, according to Survey Number 200097-A, executed by James Surveying Company, during the month of January, 2014, and containing 2,626 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Laura M. Cranse (aka Laura M. Meyer) will use vacated area to consolidate property.

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

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

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

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

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

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

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

1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.

2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

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

Approved: July 21, 2016

ORDINANCE #70351
Board Bill No. 93
As Amended

An Ordinance recommended by the Board of Estimate and Apportionment authorizing the execution of a Parcel Development Agreement by and among The City of St. Louis, Missouri, Northside Regeneration, LLC, and St. Louis Grocery Real Estate, LLC; prescribing the form and details of said Parcel Development Agreement; authorizing certain actions by City officials; and containing a severability clause.

WHEREAS, The City of St. Louis, Missouri (the "City") and Northside Regeneration, LLC, a Missouri limited liability company ("Northside Regeneration") are parties to the Amended and Restated Redevelopment Agreement dated as of May 13, 2014 (as subsequently amended, the "Redevelopment Agreement") relating to an approximately 1,100-acre redevelopment area generally bounded by N. Grand Boulevard and Glasgow Avenue to the west, Natural Bridge Avenue and Palm Street to the north, N. Florissant Avenue and Interstate 70 to the east, and an irregular boundary roughly following Delmar Boulevard and Dr. Martin Luther King Drive to the south, with an extension to Interstate 64 (as further described in the Redevelopment Agreement, the "Redevelopment Area"); and

WHEREAS, the Redevelopment Agreement contemplates that Northside Regeneration will work with various co-developers to complete portions of the "Redevelopment Projects" described in the Redevelopment Agreement; and

WHEREAS, Northside Regeneration has requested that the City enter into a parcel development agreement to allow for the completion of a portion of the Redevelopment Projects, consisting of the development of a grocery store, convenience store and associated public infrastructure improvements near the intersection of Tucker Boulevard and 13th Street (collectively, the "Greenleaf Project"), by St. Louis Grocery Real Estate, LLC ("St. Louis Grocery"); and

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into the Parcel Development Agreement in substantially the form of **Exhibit A** attached hereto (the "Parcel Development Agreement") to provide the specific terms upon which the Greenleaf Project will be completed and tax increment financing assistance related thereto will be provided; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Parcel Development Agreement are acceptable and that the execution, delivery and performance by the City, Northside Regeneration and St. Louis Grocery of their respective obligations under the Parcel Development Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes for which the Redevelopment Agreement was originally approved.

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

SECTION ONE. The Board of Aldermen hereby approves, and the Mayor and the Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Parcel Development Agreement and the City Register is hereby authorized and directed to attest to the Parcel Development Agreement and to affix the seal of the City thereto. The Parcel Development 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 to carry out the matters herein authorized.

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

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

SECTION FOUR. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that

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

SECTION FIVE. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; *provided that* if, within ninety (90) days after the effective date of this Ordinance, the Developer and the Co-Developer have not executed the Parcel Development Agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on the Developer and the Co-Developer shall terminate unless, prior to any such termination, the Board of Estimate and Apportionment of the City of St. Louis, in its sole discretion, grants an extension.

EXHIBIT A
PARCEL DEVELOPMENT AGREEMENT

PARCEL DEVELOPMENT AGREEMENT

THIS PARCEL DEVELOPMENT AGREEMENT (this "Parcel Development Agreement") is made and entered into as of the ___ day of _____, 2016, by and among **THE CITY OF ST. LOUIS, MISSOURI**, a political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "City"), **NORTHSIDE REGENERATION, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (the "Developer"), and **ST. LOUIS GROCERY REAL ESTATE, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri (the "Co-Developer"). *Capitalized terms, unless otherwise defined herein, shall have the meanings set forth in the Amended and Restated Redevelopment Agreement dated as of May 13, 2014 by and between the City and the Developer, as amended by the First Amendment to Amended and Restated Redevelopment Agreement dated as of _____, 2016 (collectively, the "Redevelopment Agreement").*

RECITALS

A. The City and the Developer entered into the Redevelopment Agreement in connection with the Northside Regeneration Tax Increment Financing (TIF) Redevelopment Plan (as may be amended from time to time, the "Redevelopment Plan").

B. The Redevelopment Plan describes various "Redevelopment Projects" to be undertaken within the Redevelopment Area. The Redevelopment Agreement contemplates that the Developer will, from time to time, enlist various co-developers to assist in completing portions of the Redevelopment Projects.

C. The Co-Developer will assist the Developer with the portion of the Redevelopment Projects located on the property described on **Exhibit A** attached hereto (the "Greenleaf Site") and depicted on **Exhibit B** attached hereto (the "Greenleaf Project").

AGREEMENT

NOW THEREFORE, in consideration of the above premises and the mutual obligations of the parties hereto, each party hereby agrees as follows:

Section 1. Representations.

(a) The City hereby represents and warrants that (1) it has full constitutional and lawful right, power and authority to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary governmental proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) The Developer hereby represents and warrants (1) it has full power to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary corporate proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(c) The Co-Developer hereby represents and warrants (1) it has full power to execute and deliver and perform the terms and obligations of this Parcel Development Agreement, (2) this Parcel Development Agreement has been duly and validly authorized by all necessary corporate proceedings, and (3) this Parcel Development Agreement constitutes the legal, valid and binding obligation of the Co-Developer, enforceable in accordance with its terms.

Section 2. Construction and Operation of the Greenleaf Project.

(a) No later than April 1, 2017, the Co-Developer shall provide SLDC with evidence to SLDC's reasonable satisfaction that it has obtained all financing necessary to complete the Greenleaf Project. The Co-Developer shall provide a Certificate of Substantial Completion for the Greenleaf Project to SLDC and the City no later than July 1, 2018. Such Certificate of Substantial Completion shall be submitted, reviewed and accepted in the manner set forth in **Section 3.8** of the Redevelopment Agreement.

(b) With respect to the construction and operation of the Greenleaf Project, the Co-Developer shall comply with all requirements of the Developer set forth in the Redevelopment Agreement with respect to the construction and operation of the Redevelopment Projects, including, without limitation, **Section 3.6** (construction plans), **Section 3.9** (inclusion of sustainability features), **Section 3.12** (prevailing wage), **Section 3.13** (accessibility standards), **Section 6.6** (cooperation in determining TIF Revenues), **Section 6.7 (**obligation to report TIF Revenues), **Section 7.9** (inspection), **Section 7.19** (maintenance of property), **Section 7.20** (non-discrimination), **Section 7.21** (fair employment), **Section 7.22** (MBE/WBE Compliance), and **Section 7.26** (workforce requirements).

Section 3. Control of Greenleaf Site; Creation of the Community Improvement District.

(a) The Developer hereby represents that it or a Related Entity is the fee owner of the Greenleaf Property (excluding any public rights-of-way). The Developer and the Co-Developer hereby represent that the Co-Developer has obtain a contractual right to purchase the fee title to the Greenleaf Property (excluding any public rights-of-way) from the Developer or its Related Entity.

(b) Within 30 days from the execution of this Parcel Development Agreement, the Developer (or the Co-Developer if it has acquired fee title to the Greenleaf Property by such time) shall submit a petition to the City seeking the creation of a community improvement district (the "CID"). The CID's boundaries shall include all of the Greenleaf Property. The petition shall provide that at least one member of the CID's board of directors be designated by each of the Comptroller and SLDC. Upon its creation, the Developer and the Co-Developer shall cause the CID to impose a 1% sales and use tax (the "CID Sales Tax") and enter into a cooperation agreement with the City (the "CID Cooperation Agreement"), whereby the CID will agree to transfer all revenues from the CID Sales Tax, less a mutually-agreeable annual operating fund deposit, to the Comptroller for contribution toward payment of the TIF Notes described in **Section 4(b)**.

Section 4. Tax Increment Financing Assistance.

(a) *Maximum Reimbursement Amount; Certificates of Reimbursable Redevelopment Project Costs.* Subject to the following conditions, the City shall issue TIF Notes described in subsection (b) below (the "Greenleaf TIF Notes") to reimburse the Developer and/or the Co-Developer for up to $2,800,000 of Reimbursable Redevelopment Project Costs:

(1) the Developer and/or the Co-Developer must submit Certificates of Reimbursable Redevelopment Project Costs, including itemized invoices, receipts or other information reasonably requested by the City (as required by **Section 4.2** of the Redevelopment Agreement);

(2) the Developer and/or the Co-Developer shall seek reimbursement for all public infrastructure work associated with the Greenleaf Project (i.e., work that is (i) within public rights-of-way or otherwise dedicated to the City, the Missouri Department of Transportation or the Metropolitan Sewer District, (ii) related to mainline utility extensions and relocations or (iii) on private property, but necessitated by public road improvements) prior to including any other Reimbursable Redevelopment Project Cost on a Certificate of Reimbursable Redevelopment Project Costs;

(3) the Developer shall seek reimbursement for all legal and other fees paid to the City, SLDC and their respective consultants in association with the Redevelopment Plan, the Redevelopment Agreement or the Redevelopment Projects prior to the Developer and/or the Co-Developer including any other Reimbursable Redevelopment Project Cost (other than public infrastructure costs provided in (2) above) on a Certificate of Reimbursable Redevelopment Project Costs; and

(4) after accounting for the categories of Reimbursable Redevelopment Project Costs described in (2) and (3) above, the Developer and the Co-Developer may include Reimbursable Project Costs from the following categories to the extent necessary to evidence a total of $2,800,000 in Reimbursable Redevelopment Project Costs: (i) planning and engineering

costs associated with the preparation of the Redevelopment Plan and the Redevelopment Projects (including the Greenleaf Project), (ii) legal costs associated with the defense of the validity of the Redevelopment Plan, and (iii) the costs of acquiring the Greenleaf Site.

Notwithstanding anything to the contrary contained herein or in the Redevelopment Agreement, the costs of acquiring the Greenleaf Site will only be accepted as a Reimbursable Redevelopment Project Cost if the Developer and/or the Co-Developer can document, to the Comptroller's satisfaction, that the amount requested for reimbursement represents the Developer's or a Related Entity's actual cost of acquiring fee title to such property, less any reimbursement provided by DALA Tax Credits.

(b) *Preconditions to Greenleaf TIF Notes.* Subject to the following preconditions, the City will issue Greenleaf TIF Notes in the maximum principal amount of $2,800,000 to reimburse the Developer and/or Co-Developer for Reimbursable Redevelopment Project Costs:

(1) the Developer and the Co-Developer must provide a signed directive to the Comptroller indicating to whom such Greenleaf TIF Notes shall be issued;

(2) the CID must have been created, the CID Sales Tax must have been imposed and the CID Agreement must have been approved and executed by the City and the CID;

(3) a Certificate of Substantial Completion for the Greenleaf Project must have been accepted or deemed accepted pursuant to **Section 3.8** of the Redevelopment Agreement and **Section 2** hereof;

(4) the Developer and/or Co-Developer must have submitted Certificate(s) of Reimbursable Redevelopment Project Costs consistent with the requirements of the Redevelopment Agreement and subsection (a) above; and

(5) the City's Board of Aldermen must adopt an ordinance providing for the issuance of the Greenleaf TIF Notes consistent with this Parcel Development Agreement, which TIF Note Ordinance shall provide, among other things, that:

(i) the maturity date of the Greenleaf TIF Notes shall be maximum maturity date permitted by the TIF Act;

(ii) a special payment date will occur on the date of issuance, whereupon an amount equal to the lesser of $1,800,000 or the Reimbursable Redevelopment Project Costs described in (a)(2) above will be paid from the Special Allocation Fund and used to make a principal payment on the Greenleaf TIF Notes (it being understood that such money will be used only to reimburse the Developer and/or the Co-Developer for public infrastructure and related soft costs associated with work that is (A) within public rights-of-way or otherwise dedicated to the City, the Missouri Department of Transportation or the Metropolitan Sewer District, (B) related to mainline utility extensions and relocations or (C) on private property, but necessitated by public road improvements);

(iii) if there is not sufficient money in the Special Allocation Fund to make the payment described in clause (ii) above on the special payment date, then, after payment of the costs from the Special Allocation Fund described in subsection (c) below and notwithstanding clause (iv) below, all TIF Revenues deposited in the Special Allocation Fund will be applied to the payment of debt service on the Greenleaf TIF Notes until the principal amount of Greenleaf TIF Notes to be paid pursuant to clause (ii) is satisfied (the parties hereby agree that the payments provided in this clause shall be made prior to any reimbursements for consultants authorized in **Section 6.5(b)** of the Redevelopment Agreement); and

(iv) subsequent to such special payment date and subject to clause (iii), CID Sales Tax revenues and TIF Revenues generated from the Greenleaf Site (and not from elsewhere in the Redevelopment Area) will be used to make debt service payments on the Greenleaf TIF Notes (with TIF Revenues being applied to no more than 69% of each debt service payment).

(c) *Issuance Costs.* The Comptroller shall use money in the Special Allocation Fund to pay the costs incurred by its and SLDC's consultants in conjunction with the negotiation of this Parcel Development Agreement and the issuance of the TIF Notes. The Developer and the Co-Developer shall pay any other Issuance Costs (including fees for SLATE) described in the ordinance authorizing the issuance of the Greenleaf TIF Notes.

(d) *TIF Revenues.*

(1) Notwithstanding anything to the contrary contained herein or in the Redevelopment Agreement, "TIF Revenues" shall not include any tax increment financing revenues generated from the St. Louis Metropolitan Police Department facility at 1915 Olive Street, the Police Retirement System of St. Louis facility at 2020 Market Street (collectively, the "Police Facilities"), or the proposed location of the National Geospatial-Intelligence Agency western headquarters. The parties agree that the City may use such revenues for other purposes, including, without limitation, declaring such revenues as "surplus" pursuant to the TIF Act.

(2) The parties hereby agree, subject to Board of Aldermen approval, that (i) the Police Facilities will be removed from the Redevelopment Area pursuant to a future amendment to the Redevelopment Plan or (ii) if the Police Facilities remain in the Redevelopment Area, a future amendment to the Redevelopment Agreement will provide a mechanism for adjusting the calculation of PILOTs and EATs within RPA A to effectively remove the Police Facilities from any base year values used to calculate incremental TIF Revenues. If the Redevelopment Agreement is so amended, the intent of the parties is that, notwithstanding (1) above, the definition of TIF Revenues in such amendment to the Redevelopment Agreement shall be applicable to this Parcel Development Agreement.

Section 5. Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Parcel Development Agreement.

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

(2) The Developer and the Co-Developer release from and covenant and agree that the City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agree to jointly and severally indemnify and hold harmless the City, SLDC their governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, the Co-Developer, their respective governing body members, officers, agents, attorneys, employees and independent contractors,

(3) The City, SLDC and their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer, the Co-Developer or their officers, agents, employees, independent contractors or any other persons who may be about the Greenleaf Site or the Greenleaf Project except for matters arising out of the gross negligence or willful misconduct of the City, SLDC or their respective governing body members, officers, agents, attorneys, employees and independent contractors.

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

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

(6) The Developer and the Co-Developer release from and covenant and agree that the City, SLDC, their respective governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agree to jointly and severally indemnify and hold the City, SLDC, their respective governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys' fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Parcel Development Agreement, the validity of the Greenleaf TIF Notes or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding

opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer, the Co-Developer or their officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Greenleaf Project, or (iii) the compliance by the Developer and the Co-Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Greenleaf Site, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City, SLDC or their respective governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Parcel Development Agreement or which arises out of matters undertaken by the City or SLDC following termination of this Parcel Development Agreement.

Section 6. Contractual Liability Insurance. Simultaneously with the execution of this Parcel Development Agreement, the Co-Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to SLDC) covering the Co-Developer's obligations to indemnify the City, SLDC, and their respective governing body members, officers, agents, attorneys, employees and independent contractors pursuant to this Parcel Development Agreement. The contractual liability insurance policy shall be issued by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better). The Co-Developer agrees to provide immediate written notice to the City and SLDC when the cancellation, termination, expiration or modification of the contractual liability policy occurs.

Section 7. Conformance with Redevelopment Agreement. To the extent that this Parcel Development Agreement is inconsistent with any provision of the Redevelopment Agreement, the terms of this Parcel Development Agreement shall be deemed to control. Except as stated in the prior sentence the terms of the Redevelopment Agreement are hereby ratified and affirmed.

Section 8. Choice of Law. This Parcel Development Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State of Missouri for all purposes and intents.

Section 9. Entire Agreement; Amendment. The parties agree that this Parcel Development Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Parcel Development Agreement have been made by the parties (and with respect to the City and the Developer, the Redevelopment Agreement). This Parcel Development Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

Section 10. Counterparts. This Parcel Development Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 11. Severability. If any term or provision of this Parcel Development Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 12. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer or the Co-Developer in the event of any default or breach by any party under this Parcel Development Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Parcel Development Agreement.

[Remainder of Page Intentionally Left Blank]

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

"CITY"

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

By: _____
Darlene Green
Comptroller

Approved as to Form:

_____
City Counselor

(SEAL)

Attest:

_____
Parrie May, City of Register

"DEVELOPER"

NORTHSIDE REGENERATION, LLC,
a Missouri limited liability company

By McEagle Regeneration, LLC, a Missouri limited liability company, its Manager

By: _____
Paul J. McKee, Jr., Chief Manager of McEagle Regeneration, LLC

"CO-DEVELOPER"
a Missouri limited liability company

ST. LOUIS GROCERY REAL ESTATE, LLC,

By: _____
Name: _____
Title: _____

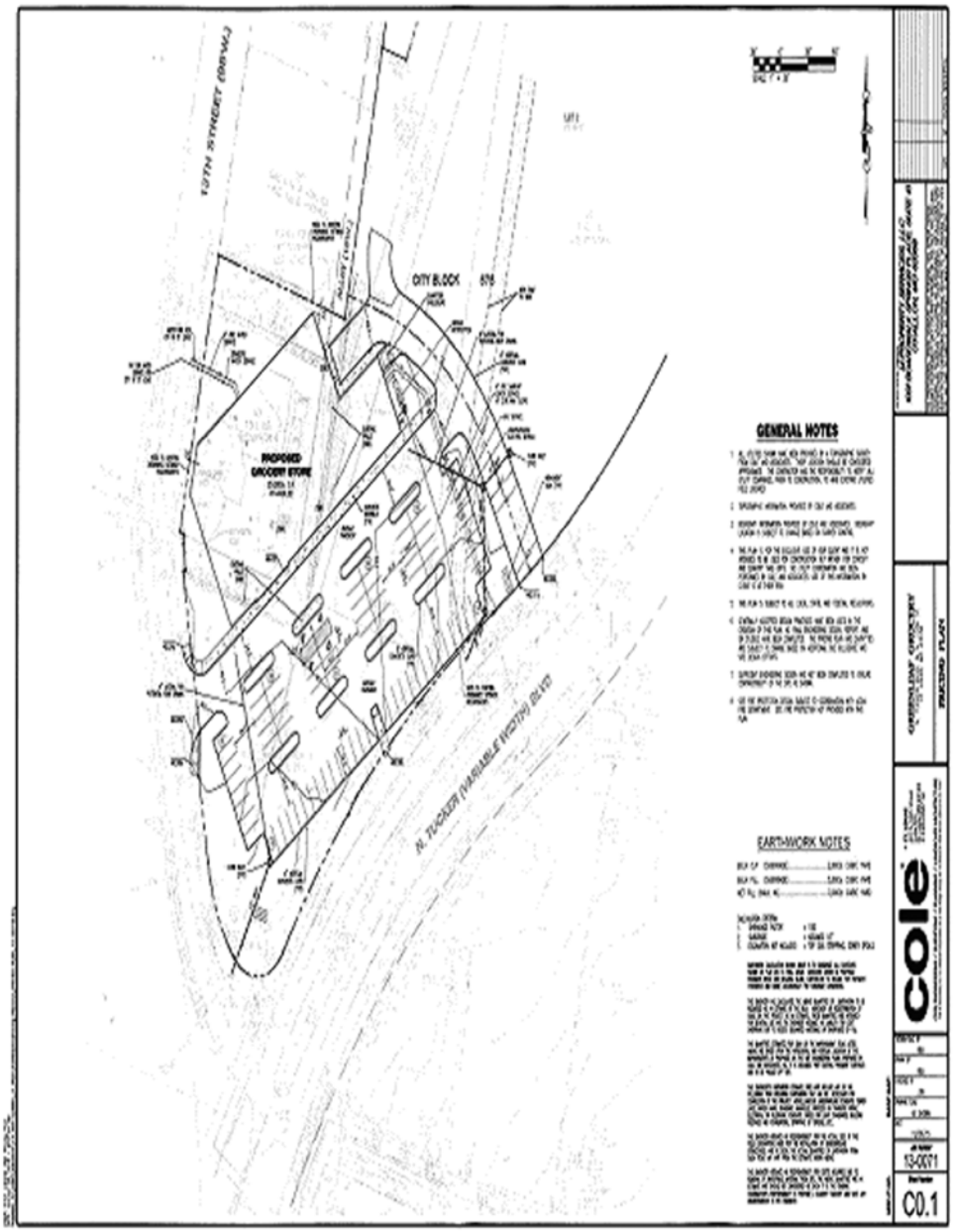
EXHIBIT A

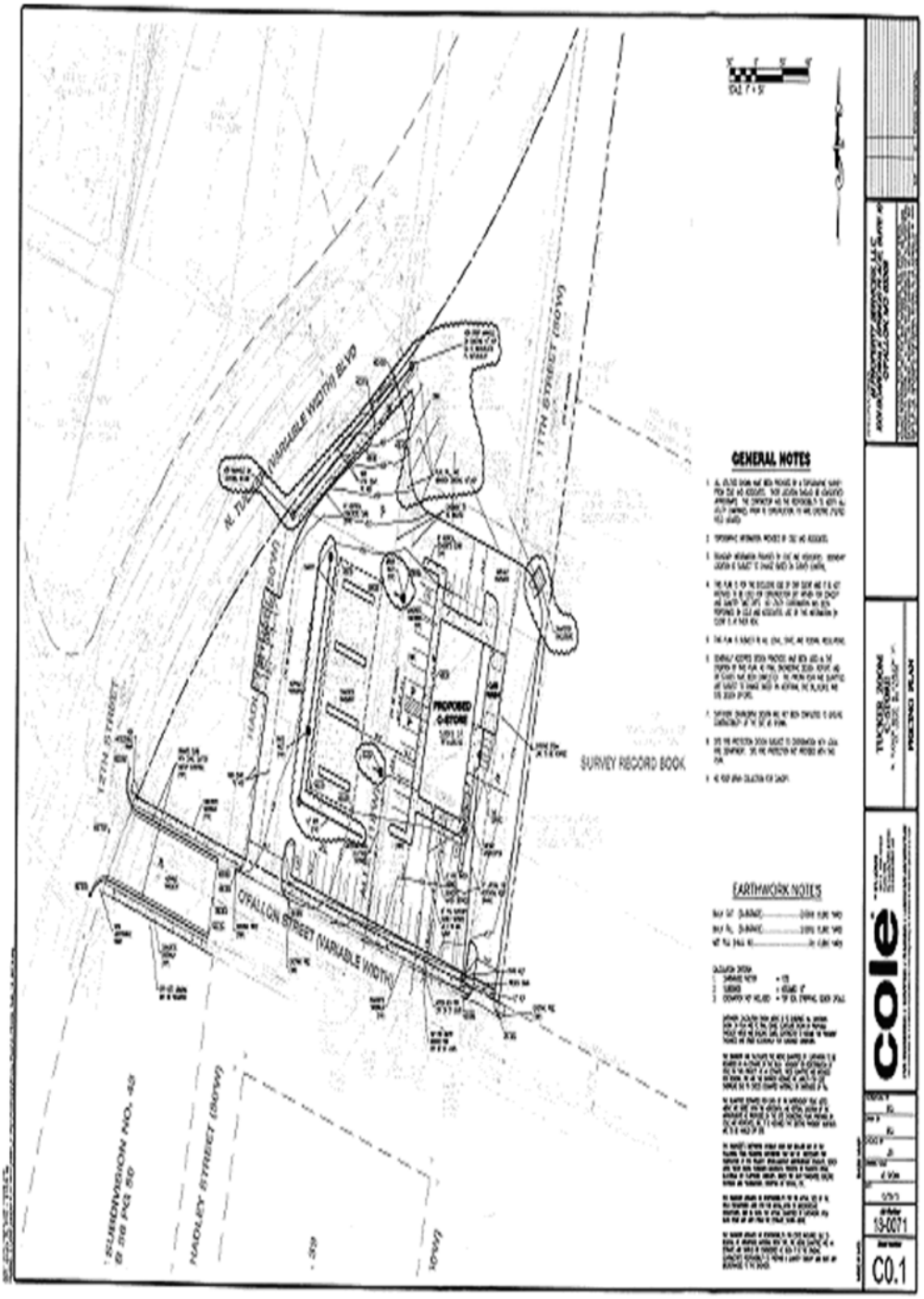
GREENLEAF PROPERTY DESCRIPTION

EXHIBIT B

GREENLEAF PROJECT

The "Greenleaf Project" includes the improvements depicted on the concept plans set forth below, as may be modified by any subsequent site plan, zoning or other requirement legally imposed by the City.





Approved: July 21, 2016