

**ORDINANCE #68951**  
**Board Bill No. 106**

An Ordinance approving the petition of various owners of certain real property to establish the City Hospital Powerhouse Community Improvement District; finding a public purpose for the establishment of the City Hospital Powerhouse Community Improvement District; authorizing the execution of a Transportation Project Agreement between the City and City Hospital Powerhouse Transportation Development District; prescribing the form and details of said Transportation Project Agreement; making certain findings with respect thereto; authorizing certain other actions of City officials; and containing an emergency clause and a severability clause.

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

**WHEREAS**, Mo. Rev. Stat. §67.1400 et seq. (the "CID Act") authorizes the Board of Aldermen to approve the petitions of property owners to establish a community improvement district; and

**WHEREAS**, a petition has been filed with the City, requesting formation and establishment of the City Hospital Powerhouse Community Improvement District ("the CID"), signed by owners or authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of the CID (the "CID Petition"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

**WHEREAS**, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at 9:00 a.m. on June \_\_, 2011, by the Board of Aldermen; and

**WHEREAS**, pursuant to Mo. Rev. Stat. §§238.200 to 238.280 (the "TDD Act"), that certain Petition for the Creation of a Transportation Development District, which has or will be filed in the Circuit Court of the City ("TDD Petition") for the creation of the City Hospital Powerhouse Transportation Development District (the "TDD") and for the purpose of generating revenue to fund or assist in funding the "Transportation Project" described in the TDD Petition; and

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

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

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

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

**WHEREAS**, the City intends to enter into that certain Transportation Project Agreement (the "Agreement"), in the form attached hereto as Exhibit B and incorporated herein by reference, with the TDD, as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

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

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

**WHEREAS**, the Board of Aldermen hereby determines that it is necessary and desirable and in the best interest of the City, and the health, safety, morals and welfare of its residents, to cause the creation of the CID, and to authorize the other transactions described herein.

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

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

**SECTION ONE.**

(a) A community improvement district, to be known as the “City Hospital Powerhouse Community Improvement District”, is hereby established pursuant to the CID Act on certain real property described below to contract with a private property owner to demolish, remove, renovate, reconstruct, rehabilitate, repair and/or equip the existing building within the CID, impose a sales and use tax, and carry out other functions as set forth in the CID Petition.

(b) The CID boundaries are set forth in the CID Petition and are generally described as follows: Dillon Street on its Western boundary; 1414 Park Avenue on its Northern boundary; 1411 Carroll Street on its Eastern boundary; and 1515 Lafayette Avenue on its Southern boundary.

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

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

**SECTION FOUR.**

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

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

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

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

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

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

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

**SECTION EIGHT.** The property within the CID, which is also included within the City Hospital TIF Redevelopment Area, is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property was blighted under Sections 99.800 to 99.865, RSMo, pursuant to Ordinance No. 68097 (2008).

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

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

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

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

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

<u>Name</u>	<u>Term</u>
1. Mike Hayo	2 years
2. Stacy Hastie	2 years
3. Mary Ann Goodson	2 years
4. Chris Goodson	4 years
5. Pat Goodson	4 years

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

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

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

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

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

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

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

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

**EXHIBIT A**

Petition to Establish the City Hospital Powerhouse Community Improvement District

**SEE ATTACHED**

**EXHIBIT B**

Form of Transportation Project Agreement

**SEE ATTACHED**

**CITY HOSPITAL POWERHOUSE TRANSPORTATION DEVELOPMENT DISTRICT**

**TRANSPORTATION PROJECT AGREEMENT**

THIS CITY HOSPITAL POWERHOUSE TRANSPORTATION PROJECT AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_ day of June, 2011, by and between the CITY HOSPITAL POWERHOUSE TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the “TDD”), and the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “City”).

Recitals:

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

B. CH Power Plant, LLC, a Missouri limited liability company, or an affiliate (the “Developer”), is the owner of certain real property described on Exhibit A, attached hereto and incorporated herein by this reference, together with certain improvements thereon, located in the City (the “Property”).

C. The TDD shall acquire from the Developer or other parties a leasehold interest in property, upon which the Developer may design, develop, and construct a TDD Project (as hereinafter defined), may cause the design, development, and construction of a TDD Project, or which may be acquired for a TDD Project.

D. Upon completion of acquisition of the TDD Project, the TDD intends to issue Obligations (as defined hereinafter) in a principal amount sufficient to finance the TDD Project and related costs of the TDD, including, without limitation, the costs of issuance of the Obligations and accrued interest thereon; in the alternative, the TDD may pledge its revenues to the City (or an

authority located within the City with the power to issue obligations) for the repayment of any obligations issued with respect to the redevelopment of the Property, at least a portion of which shall be issued on behalf of the TDD with respect to the TDD Project. The contribution by the TDD towards the acquisition and/or construction of the TDD Project will be in the form of payment for the Property plus reimbursement of Developer's construction and soft costs.

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

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

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

*Lease.* That certain lease agreement entered into between the Developer, as landlord, and the TDD, as tenant, for the TDD Project, as may be amended from time to time by the parties thereto.

*Obligations.* Obligations issued by the TDD or the City to assist in the finance the design, development, construction and/or the acquisition of the TDD Projects; including, the pledging of revenues by the TDD to the City (or an authority located within the City with the power to issue obligations) for the repayment of obligations issued with respect to the redevelopment of the Property, at least a portion of which shall be issued on behalf of the TDD with respect to the TDD Project.

*Property.* The real property described in Exhibit A hereto, all of which is located within the boundaries of the TDD.

*TDD Ground Sublease.* That certain sublease agreement entered into between the TDD, as Landlord, and the Developer, as subtenant, as may be amended from time to time by the parties thereto.

*TDD Project.* The Transportation Project described in Exhibit C of the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis, Cause No. \_\_\_\_\_, Division 1, on June \_\_\_\_\_, 2011.

*TDD Revenues.* The TDD Sales Tax and any other sales taxes, special assessments, real property taxes and other fees and charges that may be imposed by the TDD pursuant to the applicable provisions of the TDD Act.

*TDD Sales Tax.* The transportation development district sales tax that the TDD is authorized to impose pursuant to Section 238.235 of the TDD Act.

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

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

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

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

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

**Section 6. Miscellaneous.**

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

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

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

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

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

**6.6 Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the TDD and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supercedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD and the City.

**6.7 Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

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

the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

**6.8 Notices.** Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the TDD: City Hospital Powerhouse Transportation Development District  
1935 Park Avenue  
St. Louis, Missouri 63104  
Attention: Chris Goodson

With a copy to: Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
St. Louis, Missouri 63105  
Attention: David Richardson, Esq.

In the case of the City, to: City of St. Louis  
City Hall  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Mayor, Room 200  
Attention: Comptroller, Room 212

With a copy to: St. Louis Development Corporation  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63101  
Attention: Executive Director

and

City Counselor  
City of St. Louis  
1200 Market Street, Room 314  
St. Louis, Missouri 63103  
Attention: Patricia A. Hageman

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

**[Signature Pages to Follow.]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY HOSPITAL POWERHOUSE TRANSPORTATION  
DEVELOPMENT DISTRICT

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

ATTEST:

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY OF ST. LOUIS, MISSOURI

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

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

Attest:

\_\_\_\_\_  
Register

Approved as to form:

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

**EXHIBIT A  
LEGAL DESCRIPTION**

The property of the District is legally described as follows:

Lot 3 of Carroll-Dillon Boundary Adjustment Plat, according to the plat thereof recorded in Book 07162008 page 0142 and in City Block 1250 of the St. Louis City Records.

Also including that portion of City Assessor Parcel No. 1250000320 located in vacated Carroll Avenue, as vacated by City Ordinance No. 68270 (2008), and more particular described as follows:

Beginning at a point being the southwestern most point of the aforementioned Lot 3 at the intersection of the North right of way line of Carroll Street and the East right of way line of Dillon Street; thence southeastwardly along the southern boundary line of Lot 3 to the southeastern most point of Lot 3; thence southwestwardly along an extension of the eastern boundary line of Lot 3 to the midpoint of vacated Carroll Avenue; then northwestwardly along a line parallel the southern boundary of Lot 3 along the center line of vacated Carroll Avenue to the southern extension of the western boundary of Lot 3; thence northeasterly to the point of beginning.

**PETITION TO ESTABLISH  
CITY HOSPITAL POWERHOUSE COMMUNITY IMPROVEMENT DISTRICT**

**Petition to Establish a Community Improvement District  
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri (2010), as Amended**

**City Of St. Louis, Missouri**

**2011**

**PETITION TO ESTABLISH CITY HOSPITAL POWERHOUSE COMMUNITY IMPROVEMENT DISTRICT**

This Petition (the "Petition") to Establish a Community Improvement District within a certain limited portion of the City of St. Louis, Missouri (the "City") is submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (2010) (the "Act").

As set forth herein, the persons and/or entities signing this Petition in accordance with the Act ("Petitioners") request that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve and adopt the Petition as described herein and in accordance with the Act.

1 DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the "**City Hospital Powerhouse Community Improvement District**" (the "District").

B. Legal Description

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

C. Boundary Map

A map graphically depicting the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

2. PETITIONERS

Based on the tax records of the City of St. Louis as of the date of filing this Petition, Petitioners:

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

3. FIVE YEAR PLAN

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

A. Purposes of the District

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

- (a) Pledge its revenues to one or more notes or other obligations, which may be issued by the District or another public body (collectively, the "District Obligations"), secured by the tax revenues of the District ("CID Revenues"), the proceeds of said District Obligations to be used toward the payment of costs and fees of the Project and the costs of issuing the District Obligations;
- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project and other purposes of the District;
- (c) Levy a retail sales and use tax in accordance with the Act (the "District Sales Tax"); and
- (d) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

B. Services and Improvements

The District will cause the design and implementation of various improvements and services located within and benefitting the properties of the District. Such improvements and services may be undertaken in multiple phases or may occur in one phase. The contemplated improvements and services consist of all such improvements and services authorized under the Act including, without limitation:

- (a) Providing assistance to and/or constructing, reconstructing, installing, repairing, maintaining, and equipping any of the improvements permitted by the Act including, but not necessarily limited to, landscaping, sidewalks, parking lots, streetscape, lighting, benches and other seating furniture, trash receptacles, and awnings;
- (b) Providing or contracting for the provision of the demolition and removal, renovation, reconstruction, rehabilitation, repair, maintenance, and equipping of the existing buildings and structures located

within the District as permitted by the Act; and

- (c) Providing or contracting for the provision of the construction, reconstruction, installation, repair and maintenance of any other improvement permitted by the Act.

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

C. Estimate of Costs of Services and Improvements

The estimated costs of the services and improvements to be incurred by or on behalf of the District within the five (5) years from the date of adoption of an ordinance creating the District are approximately Six Hundred Thirty-Four Thousand Nineteen and No/100 Dollars (\$634,019.00). CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

D. Powers

The District shall have the powers provided for in § 67.1461 of the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

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

2011

- Approval of ordinance establishing the City Hospital Powerhouse Community Improvement District.
- Appointment of Board of Directors and approval of District's Sales Tax.
- Issuance of District Obligations or pledge of CID Revenue.

2012

- Collect and administer District Sales Tax.
- Repayment of District Obligations or Pledge of CID Revenue.
- Completion of the Project.

2013

- Collect and administer District Sales Tax.
- Repayment of District Obligations or Pledge of CID Revenue.
- To the extent necessary, provide ongoing support for the Project.

2014

- Collect and administer District Sales Tax.
- Repayment of District Obligations or Pledge of CID Revenue.
- To the extent necessary, provide ongoing support for the Project.

2015

- Collect and administer District Sales Tax.
- Repayment of District Obligations or Pledge of CID Revenue.
- To the extent necessary, provide ongoing support for the Project.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

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

B. Board of Directors

1. Number

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

2. Qualifications

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

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and
- (d) be either an owner of real property within the District or their legally authorized representative ("Owner"), or an owner of a business operating within the District or their legally authorized representative ("Operator").

3. Initial Board of Directors

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

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

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

4. Successor Directors

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

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

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

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent to the appointment: or

- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

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

The Board shall select the slate as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors; and
- (b) the Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms.

**5. REAL PROPERTY TAXES**

The District shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes within the District is zero.

**6. SPECIAL ASSESSMENTS**

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

**7. ASSESSED VALUE**

As of the date of this Petition, the total assessed value of all the District Property is One Hundred Seventy-Five Thousand Nine Hundred Dollars and no/100 (\$175,900) according to the records of the City of St. Louis Assessor's Office as of the last completed assessment.

**8. SALES TAXES**

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

**9. BLIGHT DETERMINATION**

This Petition seeks a determination that all the District Property is a blighted area. As of the date of this Petition, the District Property has been declared to be a "blighted area" under Chapter 99 of the Revised Statutes of Missouri by the City's adoption of Ordinance No. 68097 (2008). Pursuant to Section 67.1401.2(3)(b) of the Act, the District Property should be determined to be a "blighted area."

**10. LIFE OF DISTRICT**

The proposed length of time for the existence of the District is 20 years following the effective date of the ordinance adopting and approving this Petition.

**11. REQUEST TO ESTABLISH DISTRICT**

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

**12. NOTICE TO PETITIONERS**

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City

Clerk.

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy a retail sales tax and use tax in accordance with the Act in order to generate revenue for the District. Petitioners do not seek to limit the borrowing capacity or revenue generation of the District and anticipate the pledge of CID Revenues by the District to District Obligations issued, to fund the Project or other purposes of the District as set forth in this Petition.

**[Remainder of Page Intentionally Left Blank.]**

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

**Name of Owner:** CH Power Plant, LLC  
**Owner's Telephone Number:** (314) 241-0811  
**Owner Mailing Address:** 1935 Park Ave. St. Louis, Missouri 63104

**Name of Signer:** Christopher Goodson

**State basis of legal authority to sign:** Authorized Signatory of Managing Member  
(CH Managing Member, LLC) of CH Power Plant, LLC

**Signer's Telephone Number:** (314) 241-0811

**Signer's Mailing Address:** 1935 Park Ave. St. Louis, MO 63104

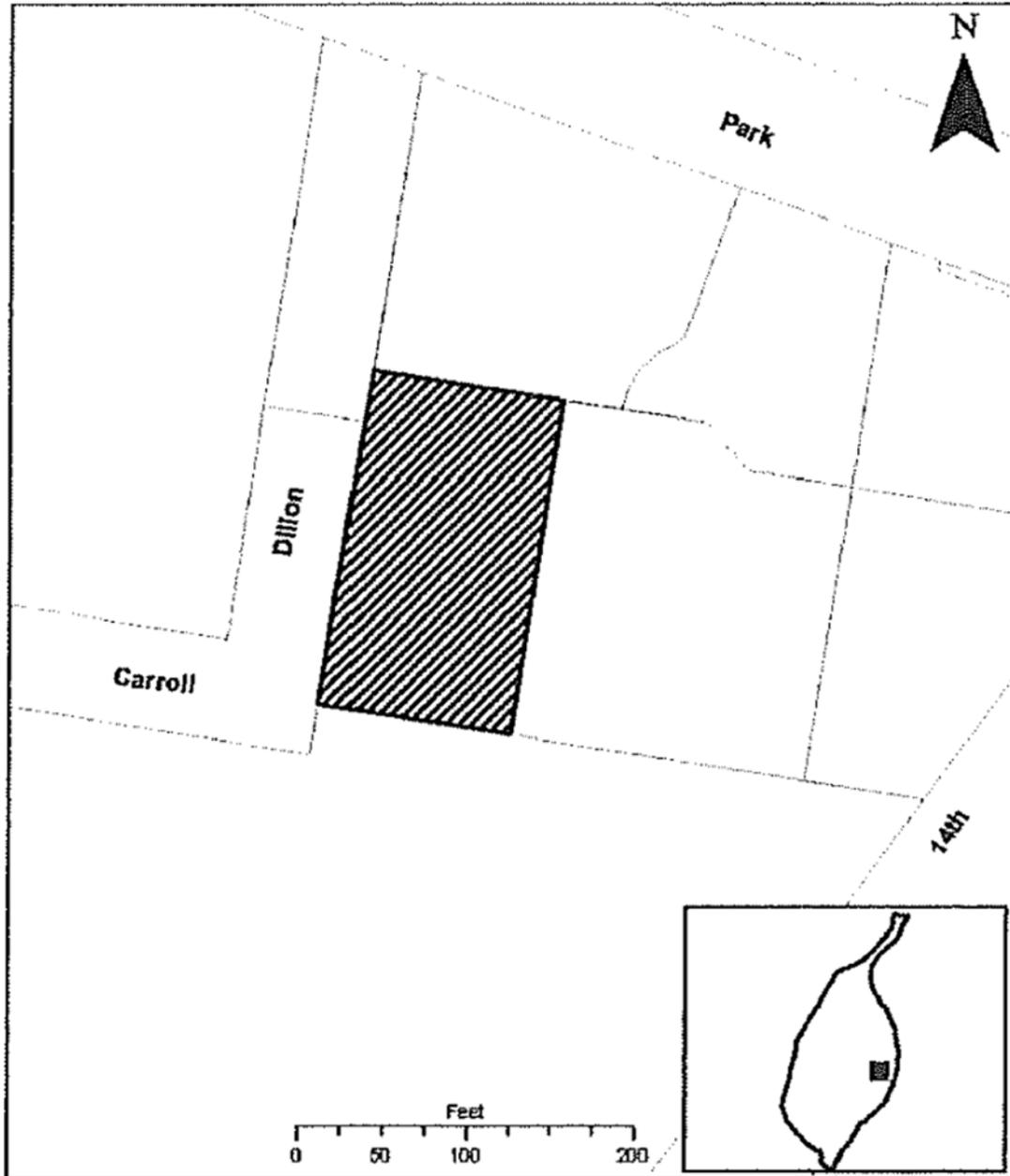
**Entity Type:** Missouri limited liability company

**The map, parcel identification number and assessed value of the properties owned:**

- 1. **Address:** 1419 Carroll Street
- Parcel Number:** 1250000320
- Assessed Value:** \$175,900

MAP: CITY HOSPITAL POWERHOUSE CID

### CITY HOSPITAL POWERHOUSE CID



 City Hospital Powerhouse CID

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above.

**CH POWER PLANT, LLC**, a Missouri limited liability company

By: **CH MANAGING MEMBER, LLC**, a Missouri limited liability company

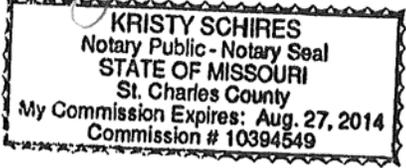
By:   
Christopher Goodson, Authorized Signatory

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

On this 17th day of June, 2011, before me appeared CHRISTOPHER GOODSON, to me personally known, who, being by me duly sworn did say that he is an authorized signatory of CH Managing Member, LLC, a Missouri limited liability company, which is Managing Member of CH Power Plant, LLC, a Missouri limited liability company, and that the foregoing instrument was signed in behalf of said company, and said authorized signatory acknowledged said instrument to be the free act and deed of said company.

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

My Commission Expires:  
\_\_\_\_\_

  
Notary Public  


**EXHIBITS**

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

**EXHIBIT "A"**

**DISTRICT LEGAL DESCRIPTION**

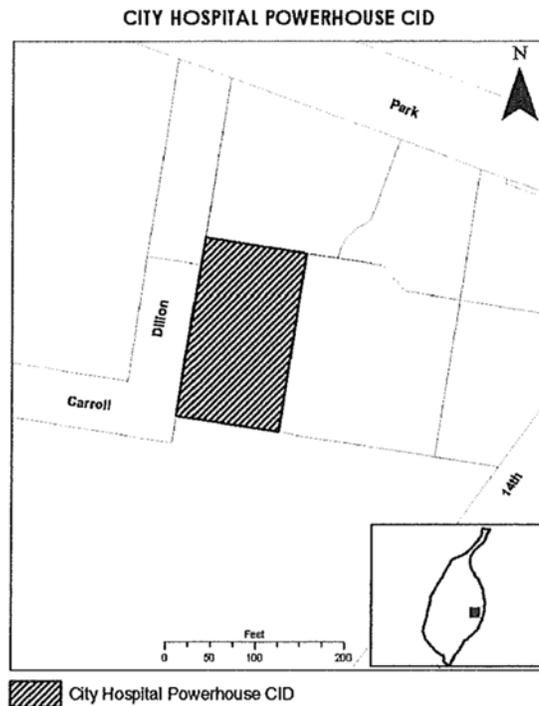
Lot 3 of Carroll-Dillon Boundary Adjustment Plat, according to the plat thereof recorded in Book 07162008 page 0142 and in City Block 1250 of the St. Louis City Records.

Also including that portion of City Assessor Parcel No. 1250000320 located in vacated Carroll Avenue, as vacated by City Ordinance No. 68270 (2008), and more particular described as follows:

Beginning at a point being the southwestern most point of the aforementioned Lot 3 at the intersection of the North right of way line of Carroll Street and the East right of way line of Dillon Street; thence southeastwardly along the southern boundary line of Lot 3 to the southeastern most point of Lot 3; thence southwestwardly along an extension of the eastern boundary line of Lot 3 to the midpoint of vacated Carroll Avenue; then northwestwardly along a line parallel the southern boundary of Lot 3 along the center line of vacated Carroll Avenue to the southern extension of the western boundary of Lot 3; thence northeasterly to the point of beginning.

**EXHIBIT "B"  
DISTRICT BOUNDARY MAP**

**CITY HOSPITAL POWERHOUSE CID**



Approved: July 12, 2011