

St. Louis City Ordinance 64122

FLOOR SUBSTITUTE

BOARD BILL NO. [96] 137

INTRODUCED BY ALDERMAN DANIEL McGUIRE

An ordinance relating to Forest Park; authorizing and directing execution of an Agreement with Forest Park Forever, Inc., a Missouri not-for-profit corporation ("FPF"), pursuant to which FPF will make funds available to the City for use in implementation of the Forest Park Master Plan, as amended; providing for the form of such agreement; authorizing and directing execution of related Disbursing Agreements for specific Master Plan projects among the City, the City's Program Manager for the implementation of the Master Plan, FPF and a Disbursing Agent; providing that this ordinance shall not be construed as amending or superseding any other ordinances or project approval processes set out in said Forest Park Master Plan for privately funded or City funded projects; with an emergency provision.

WHEREAS, on December 5, 1995 the Community Development Commission adopted a Master Plan for Forest Park (as amended on February 4, 1997, "the Master Plan"); and

WHEREAS, the Master Plan calls for construction or installation of various improvements, landscaping and infra-structure repairs and improvements with an estimated cost of approximately Eighty-Six Million Dollars (\$86,000,000); and

WHEREAS, FPF has as of June 15, 1997, raised or secured pledges for approximately Twelve Million Dollars (\$12,000,000); and

WHEREAS, the Board of Public Service ("BPS") has engaged O'Brien-Kreitzberg, Inc., a California corporation, to act on behalf of the City as Program Manager for the initial Master Plan work; and

WHEREAS, a mechanism is needed to make FPF's funds available to the City for payment of costs of Master Plan work; and

WHEREAS, the Agreement with FPF and the Disbursing Agreements authorized by this ordinance provide that mechanism;

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

Section One. The Comptroller, the Director of Parks, Recreation and Forestry and the President of the Board of Public Service are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis an Agreement with FPF substantially in the form attached hereto as Exhibit 1.

Section Two. The Comptroller and the President of the Board of Public Service are hereby authorized and directed to enter into and execute on behalf of the City, from time to time during the implementation of the Master Plan, Disbursing Agreements among the City, FPF, the City's Program Manager (as defined in the Agreement) and the Disbursing Agent (as defined in the Agreement), substantially in the form attached to said Agreement as Exhibit C.

Section Three. This ordinance shall not be construed as amending or superseding any other ordinance or the Project Approval Process for Privately Funded Projects or City Funded Projects, adopted by the Community Development Commission in Sub-Section E.I.D of the Master Plan at pages 413, 414 and 415 thereof.

Section Four. Because the City has begun implementation of the Master Plan, and will need funds to be provided by FPF beginning as soon as possible in order to perform projects in Forest Park economically, on a coherent schedule and with minimal disruption of Forest Park, this ordinance is declared to be necessary for the immediate preservation of the public peace, health and safety and to be an emergency ordinance pursuant to Article IV Sections 19 and 20 of the City Charter.

EXHIBIT A

ORGANIZATION AND OPERATING PLAN

1. LEADERSHIP GIFTS

The Campaign Steering Committee is responsible for identifying, cultivating and soliciting all corporate, individual and foundation prospects they judge to be capable of making a multi-year pledge in excess of \$100,000.

A. Leadership Gift Goals

The success of the Forest Park Forever Campaign is dependent on securing a relatively small number of large gifts. The Campaign Steering Committee, assisted by members of other committees as appropriate, has the responsibility of securing \$38 million in gifts, of which \$11,625,000 has already been raised

from leadership donors. The following table shows the gifts needed to raise the \$38 million and the amounts given or pledged to date.

Range of Gift	Required to Meet Goal		Raised to Date (5/1/97)	
	No	Amount	No	Amount
\$5,000,000 or more	1	\$ 5,000,000	--	--
1,000,000 - 4,999,999	8-12	15,000,000	4	\$10,600,000
500,000 - 999,999	12-14	9,000,000	--	--
250,000 - 499,999	15-17	5,000,000	2	500,000
100,000 - 249,999	30-35	4,000,000	3	525,000
TOTAL	66-79	\$38,000,000	9	\$11,625,000

To date, preliminary reviews have identified a number of organizations and individuals who could be considered prospects for leadership gifts. They can be summarized as follows:

Gift Range	No. of Donors Still Required	No. of Prospects Identified (preliminary)
\$5,000,000 or more	1	1
1,000,000 - 4,999,999	4-5	111
500,000 - 999,999	12-14	57
250,000 - 499,999	13-15	43
100,000 - 249,999	27-32	77

B. Volunteer Organization

The Steering Committee is chaired by the Campaign General Chairman. Membership should include approximately a dozen volunteers, including key Board members, each of whom has demonstrated his or her commitment to the Park with a gift or pledge of \$100,000 or more. Because of the number of leadership gift prospects, the chairman may elect to establish a separate committee to supplement the volunteer leaders on the Steering Committee.

C. Staff Organization and Assignments

The Campaign Director (a new position) will have the primary responsibility for providing staff services to the Steering Committee and other leadership gift solicitors. It will be his/her responsibility to organize and plan the overall Leadership Gifts Campaign, to prepare and submit timely reports, to organize and supervise the records, to schedule and arrange meetings, to assure adequate prospect research to meet the needs of the several committee members, to oversee the preparation of special presentations for prospective donors and to make herself available, when needed, for consultation with all those who might have a role in the overall Leadership Gifts effort.

The Executive Director will assist the Campaign Director in organizing committee activity and with providing fund-raising strategies for specific calls. She will devote a major part of her time in training and assisting committee members in carrying out their assignments and as a participant in the solicitation process.

D. Basic Operation Plan

In order to assure an adequate and timely flow of new leadership gifts to the Campaign, all leadership gift prospects will be assigned priorities and scheduled for solicitation during a specific time period, recognizing that adequate cultivation, negotiation and follow-up activity for the proper solicitation of most leadership gifts might be spread out over an extended period of time.

The basic committee and staff functions leading to a leadership gift solicitation can be summarized as follows:

1. The Steering Committee, with staff support:
 - a. assembles a list of leadership gifts prospects;

- b. reviews basic research on prospect;
 - c. establishes gift rating if possible;
 - d. schedules cultivation and solicitation activities;
 - e. secures solicitor(s).
2. Staff provides solicitor(s) with background information on prospect.
 3. Solicitor makes initial contact with prospect and begins cultivation.
 4. Solicitor determines donor interests and establishes gift targets.
 5. Staff recommends possible gift opportunities and prepares special presentation if needed.
 6. Solicitor asks for gift and follow up with prospect until gift is made or firm refusal received.
 7. Staff monitors solicitor's progress.
 8. If necessary, General Chairman reviews progress, holds meetings, makes phone calls, and does everything possible to urge solicitor to complete assignments.

E. Report System

The Campaign Director will organize and supervise records and other systems to support the Campaign. One of his/her primary responsibilities will be the management of the flow of information to the Campaign leadership to assure adequate and timely coverage of all leadership prospects during the campaign. In addition to the basic records, files and follow-up file systems needed for adequate office management, the Campaign Director will be responsible for maintaining four basic reports to support the leadership gifts effort.

1. Master Prospect List - alphabetical
2. Prospect Status Reports
3. Unassigned Priority Prospects
4. Prospect Status Summary Report

II. CORPORATE MAJOR GIFTS

The Corporate Major Gifts Committee is responsible for identifying, cultivating and soliciting corporate prospects they judge to be capable of making a multi-year pledge in the range of \$25,000 to \$100,000.

A. Corporate Major Gift Goals

The success of the Campaign is dependent upon securing approximately 11% of the goal from donors at the major gift level. To date, approximately sixty corporations have been identified for solicitation and continued research and reevaluation are expected to develop a prospect pool of 80-90. A target of \$1.5 to \$2.0 million is proposed for the Corporate Major Gift Committee.

B. Volunteer Organization

The Corporate Major Gift Committee may be headed by two co-chairmen sharing the work load. The Committee will be composed of 10 to 12 key corporate executives, each of whom has demonstrated his or her corporation's commitment to the Park with a gift or pledge of \$25,000 or more.

C. Time Table

Organization of Corporate Major Gifts Program will begin in the summer and fall of 1998 and solicitation activities will be conducted over the next two years.

D. Staff Organization and Assignments

The Development Officer (a new position) will have the primary responsibility for providing staff services to the Corporate Major Gift Committee. It will be his/her responsibility to organize and plan the overall corporate Major Gift Campaign, to prepare and submit timely reports, to organize and supervise the records, to schedule and arrange meetings, to assure adequate prospect research to meet the needs of the several committee members, to oversee the preparation of special presentations for prospective donors and to be available, when needed, for consultation with all those involved in the Major Gift effort.

E. Basic Operation Plan

The Corporate Major Gift Program will proceed in the same manner as outlined for Leadership Gifts on Pages 19 and 20.

III. INDIVIDUAL MAJOR GIFTS

The Individual Major Gifts Committee is responsible for the identification, cultivation and solicitation of all individuals and family foundations and trusts with the potential of pledging between \$25,000 and \$100,000.

A. Volunteer Organization

The Committee will be headed by two co-chairmen sharing the work load. The Committee Co-Chairs will be responsible for organizing a volunteer committee, perhaps a geographical basis. The size of the organization will depend upon the number of prospects identified.

B. Dollar Goal

The overall Major Gift goal is \$4.5 million, of which at least one half will have to come from individual donors. It is anticipated that the other half will be realized through the activities of the Corporate Major Gift Committee and solicitations of publicly-operated foundations.

C. Time Table

Organization of the Individual Major Gifts Program will begin in the summer and fall of 1998 and solicitation activities will be conducted over the next two years.

D. Staff Organization

The Development Officer will provide staff support for the Individual Major Gifts Committee and activities. The staff functions and responsibilities are essentially the same as support for the Corporate Major Gifts Committee outlined above.

PROPOSED BASIC STAFF ORGANIZATION PLAN

Executive Director

- Policy, Planning, Coordination
- Board Relations and Development
- Leadership Gifts
- Public Relations/Promotion/Marketing
- Liaison to City, Community, Parks Dept., Institutions

Associate Executive Director & Campaign Director

- Capital Campaign
- Campaign Committees
- Campaign Strategy, Development & Management
- Leadership and Major Gift Solicitation (\$25,000 & up)
- Prospect Identification, Research, Development, Cultivation
- Prospect Tracking
- Volunteer Recruitment & Training
- Campaign Events
- Campaign Publications
- Corporate, Individual, Foundation Capital Proposals

Director of Development and Administration

- All Annual Support Programs
- Friends Program
- Membership Direct Mail
- Benefits and Events
- Planned Giving
- Tree Trust
- Donor Societies
- Memorial and Tribute Programs
- Volunteer Development & Training
- Donor Stewardship
- Foundation, Corporation, Individual Annual & Special Project Grants
- Publications: Newsletter, Annual Report, Educational brochures
- Administration & Personnel
- Finances/Audits
- Records/Data Processing

PROPOSED CAMPAIGN STAFF ORGANIZATION

Position	Area of Prime Responsibilities	Volunteers/Staff Served
1. Executive Director	Nucleus Fund and Leadership Gifts Overall Campaign strategy and management; Leadership	Campaign General Chairman President, Board of Directors
2. Campaign Director (new)	Gift solicitation (all prospects with \$100,000 + gift potential) Major Gift solicitation (all prospects with \$25,000 to \$100,000 gift potential)	Campaign general Chairman Steering Committee Leadership Gift Solicitors Executive Director
3. Development Officer (new)	Prospect Development;	Chairman, Corporate Major Gifts Committee Chairman, Individual Major Gifts Committee Committee Members Executive Director Campaign Director

Research; Stewardship
 Reports; Prospect Tracking;
 Cultivation Tours

4. Administrative
 Assistant (new)

Campaign Support

All professional staff

FOREST PARK FOREVER PLEDGE & CASH PAYMENT PROJECTIONS

(Thousands of Dollars)

Cash Payment Projections

Period	New Gifts & Pledges Rec'd	Actual 4/30/97	5/9/97- 12/31/97	1998	1999	2000	2001	2002	2003	2004&Beyond
As of 4/30/97	\$11,195	\$ 735	\$5,685	\$1,585	\$1,585	\$ 985	\$ 660			
5/1- 12/97	4,000		500	1,000	1,000	1,000	750			
1/98- 6/98	2,000			500	500	500	500			
7/98- 12/98	4,000			500	1,000	1,000	1,000	500		
1/99- 6/99	4,000				1,000	1,000	1,000	1,000		
7/99- 12/99	5,000				625	1,250	1,250	1,250	625	
1/00- 6/00	4,000					1,000	1,000	1,000	1,000	
7/00- 12/00	5,000					625	1,250	1,250	1,250	625
1/01- 6/01	2,500						625	625	625	625
7/01- 12/01	3,500						437	875	875	1,313
1/02- 6/02	2,000							500	500	1,000
7/02- 12/02	3,000							375	750	1,875
TOTAL	\$50,000	\$ 735	\$6,185	\$3,585	\$5,710	\$7,360	\$8,472	\$7,375	\$5,625	\$5,438

ASSUMPTIONS ON PLEDGE & CASH PROJECTIONS

- (1) Average leadership and major gift pledge is payable over four (4) years.
- (2) For pledges received during period of January 1 through June 30 of any year, one-fourth of pledge total amount will be received during year pledged and each subsequent year.
- (3) For pledges received during period of July 1 through December 31 of any year, one-eighth of pledge total will be received during year of pledge; one-fourth in each of the next three years; one-eighth in fifth year.

Design Start: 04-Apr-1997
Finish Construction: 30-Sep-1998
Design Budget:\$260,000
Construction Budget:\$2,340,000
Total Budget:\$2,600,000

Project Profile FP01
Steinberg Rink Area
Master Plan Area Objectives:

Water and Surface Drainage Systems

Create the effect of a "Prairie River" in this portion of the water system, providing some wetlands / wet meadows which can be allowed to fill in times of peak rainfall and control water levels and erosion elsewhere in the park while providing a unique and ecologically sound landscape

Create a wetland or wet meadow to provide sediment filtration measures to improve water quality

Provide a connection to Jefferson Lake

Provide some water retention capacity to limit flow during peak periods

Landscape and Sitework

Design the area's landscape with predominantly mid-size ornamental trees which display a more horizontal character which relates to the surrounding landscape character and Steinberg Rink architecture

Access, Circulation and Parking

Relocate, redesign and slightly reduce (~150 cars) parking to the south of the building where it will serve users of the passive open space system, active

recreation and fishing programs at Jefferson Lake and area lagoons
Provide ample bike parking at the rink

Pedestrian Paths

Provide path links to the skating rink
Remove Wells Drive and re-route the dual path
Provide a boardwalk nature trail through area wetlands and delicate plantings
Design Start: 01-Jul-1997
Finish Construction: 22-Feb-1999
Design Budget:\$210,000
Construction Budget:\$1,890,000
Total Budget:\$2,100,000

Project Profile FP02

Round Lake Area

Master Plan Area Objectives:

Water and Surface Drainage Systems

Maintain Round Lake and upgrade the lake's edge treatment
Redesign the existing lagoon to mirror the shape of Round Lake and the plantings to its west, improve connections to adjacent water bodies and widen channel, provide sediment filtration measures to improve water quality.
Enhance adjacent lagoon's naturalistic, meandering, slow-moving river character

Landscape and Sitework

Accentuate the existing semi-circular planting of bald cypress trees which surround the east side of the circular lake with similar plantings to the west, adding an additional layer of flowering ornamental trees
Improve the adjacent landscape to better accentuate the lake, its visually dramatic fountain and views from adjacent areas
Accentuate views from automobiles using Grand Drive, framing views with vegetation

Access, Circulation and Parking

Replace the existing causeway and culvert at Grand Drive / West Pine with a new vehicular bridge

Pedestrian Paths

Remove Wells Drive and convert to paths with a new, smaller bridge at the current Franklin Bridge location

Re-align the path to take users from a constricted tree lined setting south of the lake to the dramatic, open views of Round Lake and its fountain as one travels north from Steinberg Rink

Re-route the dual path through a new path underpass at Grand Drive

Design Start: 01-Jul-1997

Finish Construction: 30-Aug-1999

Design Budget:\$230,000

Construction Budget:\$2,070,000

Total Budget:\$2,300,000

Project Profile FP03

Pagoda Circle Area

Master Plan Area Objectives:

Water and Surface Drainage Systems

Increase water movement and filtration around Pagoda Lake and Angel Pond to improve water quality

Provide additional lagoon system connecting through Pagoda Lake and Angel Pond to Deer Lake to

increase water movement and filtration which improves water quality

Maintain small water bodies adjacent to both sides of the Muny and maintain flow through the existing tunnel beneath the theater to ensure moisture for area trees

Provide additional wetlands along Langenberg Fields adjacent to the Twin Lots

Landscape and Sitework

Utilize plantings and site furnishings to accentuate visual axes from adjacent roads, paths, Twin Lots and between area public art

Install formal decorative plantings of canopy trees, conifers, flowering ornamentals, ground covers and perennial plantings along with appropriate site furnishings

Install dramatic seasonal plantings on the bandstand island

Access, Circulation and Parking

Install two new vehicular bridges or culverts in the Angel Pond and Deer Lake area spanning the lagoons

Pedestrian Paths

Provide a formal path connection between the Muny and Lindell Pavilion which travels through a well landscaped area of the Twin Lots

Provide pedestrian paths around the Pagoda Lake / Angel Pond Circle, with

potential bridge access to the
Nathan Frank Bandstand

Install a pedestrian bridge, either permanent or event based, to allow island
access

Provide ample bike parking

Design Start: 01-Jul-1997

Finish Construction: 10-May-1999

Design Budget:\$200,000

Construction Budget:\$1,800,000

Total Budget:\$2,000,000

Project Profile FP04

Deer Lake and Lagoons Area

Master Plan Area Objectives:

Water and Surface Drainage Systems

Provide some water retention capacity to limit flow during peak periods

Provide some deep water pockets for winter fish survival

Create a wetland or meadow to provide sediment filtration measures to improve
water quality

Provide significant elevation change between lake and surrounding lagoons to
deter upstream migration of certain fish species

Expand lake area and connect to adjacent water bodies (Deer Lake and Angel
Pond)

Landscape and Sitework

Create a unique entrance landscape in this highly visible location with a
wetland or wet meadow which displays dramatic seasonal variations of color
and texture

Accentuate this wetland with scattered canopy and flowering ornamental trees

Active Open Space

Operate as a multiple use facility, shared with passive recreation and special
event needs

Provide the ability to accommodate overflow permit programming during peak
periods

Maintain as unlighted

Access, Circulation and Parking

Restore the Union entrance bridge and balustrades

Coordinate with City Traffic Division to improve signal timing to increase

pedestrian crossing times and
improve safety at Union entrance

Remove Government Drive roadway and replace with a 15-foot-wide soft
surface pedestrian promenade which allows one-way Muny egress during their
performance season, if required

Pedestrian Paths

Provide paths and site amenities for casual passive recreation and picnicking

Design Start: 01-Jul-1997

Finish Construction: 20-Apr-1999

Design Budget:\$200,000

Construction Budget:\$1,800,000

Total Budget:\$2,000,000

Project Profile FP05

Fish Hatcheries Lagoon Area

Master Plan Area Objectives:

Water and Surface Drainage Systems

Enhance this quiet, contemplative water area, connecting the lagoons southeast
of Grand Drive to the lagoons west of Union Drive while maintaining a mixture
of small and medium sized lakes which are divided by landscaped isthmuses to
accommodate needs of fishing clinics

Integrate the River Des Peres tunnel drop shaft.

Landscape and Sitework

Provide plantings that frame some views from Forest Park Parkway and
MetroLink while buffering noise and negative views from the lake area in areas
closest to the roadway

Provide informal shoreline plantings along the lagoon as it runs through this
area, accentuating the grassy isthmus which is created between the lagoon and
the hatchery lakes

Art, Architecture and Infrastructure

Accommodate all-season active and passive recreation support needs

Pedestrian Paths

Re-route the dual path through a new path underpass at Grand Drive

Re-route the dual path around the redesigned lagoon to the Union entrance

Design Start: 01-Jul-1997

Finish Construction: 20-Apr-1999

Design Budget:\$310,000
Construction Budget:\$2,790,000
Total Budget:\$3,100,000

Project Profile FP06
Langenberg Field and Lagoons
Master Plan Area Objectives:

Water and Surface Drainage Systems
Provide wetlands area to improve water quality.
Connect the existing lagoon system to Pagoda Lake

Landscape and Sitework
Screen the Dwight Davis fence line with plantings placed in a meandering, more natural fashion.
Provide naturalistic shoreline plantings to improve water quality while improving aesthetics and wildlife habitat.
Provide plantings of extensive mid-size ornamental trees to accentuate this linear landscape and to surround the athletic fields.

Active Open Space
Provide unstructured / non-permit active recreation (1st come, 1st served)
Design to accommodate overflow permit use from other active spaces on peak days, while accommodating passive recreation and special event uses
Provide two multi-use athletic fields

Access, Circulation and Parking
Redesign and expand the lots (+450 cars) to accommodate History Museum, Dwight Davis, Muny, and Lindell Pavilion parking needs.
Consolidate parking spaces lost to area road removal into this lot.
Re-align roads and traffic circle immediately north of Dwight Davis
Provide on-street parking and some angle parking with a pullout lane near Langenberg Fields to serve its active and passive users.

Pedestrian Paths
Provide hard and soft surface paths traversing the area
Provide boardwalks through wetland areas

Design Start: 01-Oct-1997
Finish Construction: 14-May-1999

Design Budget:\$110,000
Construction Budget:\$990,000
Total Budget:\$1,100,000

Project Profile FP07
Lake Eisenhower and The Cascades
Master Plan Area Objectives:

Water and Surface Drainage Systems

Coordinate with golf course design

Provide water bodies and wetlands to improve drainage, golf course quality, and area aesthetics.

Connect to the rest of the water system at The Cascades and Manufacturer's Bridge

Landscape and Sitework

Design to provide a safety buffer between golf course and other park uses.

Utilize plantings that discourage random pedestrian access to the golf course

Consider increased use of naturalized plantings where appropriate to reduce maintenance costs and soil loss and to filter potential pollutants before water runoff from the courses enters the water system

Increase the use of evergreen plantings to accentuate uplands and hillsides and to provide visual interest to winter recreations

Provide a landscape terminus to the Art Hill/Grand Basin visual axis

Active Open Space

Continue to accommodate winter recreation

Pedestrian Paths

Provide sidewalks on the south side of Lagoon Drive

Design Start: 01-Mar-1998

Finish Construction: 27-Mar-2000

Design Budget:\$460,000

Construction Budget:\$4,140,000

Total Budget:\$4,600,000

Project Profile FP08
Grand Basin and Lagoon Drive West
Master Plan Area Objectives:

Water and Surface Drainage Systems

Maintain public boating

Improve link to Post-Dispatch Lake for public boating

Provide sediment filtration measures at confluence areas and aeration to improve water quality
Provide decorative lighting within the basin

Landscape and Sitework

Use plantings, public art and site furnishings in ways to focus the eye on the dramatic seasonal color, historic axes and architecture
Restore the canopy trees and supplement with ornamentals and low plantings

Art, Architecture and Infrastructure

Restore walls and formal design elements
Provide ornamental lighting

Access, Circulation and Parking

Utilize decorative textured pavement at Grand Basin to improve aesthetics, reduce traffic speed, and highlight the area as a pedestrian crossing
Provide angle parking with a pull-out lane on the south side of the roadway in areas east and west of Grand Basin (+80 cars) to serve passive users, picnics, and golf overflow on peak days.
Provide on-street parking on the north side of the roadway.
Install a new culvert to connect Lake Eisenhower and The Cascades

Pedestrian Paths

Provide new pathways connecting adjacent areas on Art Hill, Post-Dispatch Lake and the Highlands
Design Start: 05-Jan-1998
Finish Construction: 01-Nov-1999
Design Budget:\$790,000
Construction Budget:\$7,110,000
Total Budget:\$7,900,000

Project Profile FP09

Post-Dispatch Lake Area

Master Plan Area Objectives:

Water and Surface Drainage Systems

Improve water links to Grand Basin to accommodate public boating
Improve edges to compliment adjacent land uses
Remove sanitary sewer input and provide floating aeration and sediment filtration measures to improve water quality

Restore filled in areas and enlarge lake

Landscape and Sitework

Use plantings, public art and site furnishings in ways to focus the eye on the dramatic seasonal color, historic spatial axes, architecture, and water reflections

Active Open Space

Maintain public boating

Art, Architecture and Infrastructure

Create a water edge public plaza or "Green" at the base of Government Hill

Provide a variety of edge treatments which encourage water edge recreation and relate to adjacent landscape character and public boating within

Expand the lake and accentuate views from adjacent landscapes, roads and the World's Fair Pavilion

Reconstruct the Boathouse and docks

Construct a pavilion at the site of the spillway, using the water as an architectural feature

Access, Circulation and Parking

Replace the existing parking area near the Boathouse with a new paved parking lot

Pedestrian Paths

Maintain the lake's unpaved edges on the north side of the lake and provide paved, 15'-wide pedestrian promenade, "The Promenade," with a stratified stone wall along the south side, linking Grand Basin with the boathouse

Create new paths linking the central isthmus, the clearing and adjacent areas, including five pedestrian bridges across the lagoons

Design Start: 01-Jul-1997

Finish Construction: 09-Aug-1999

Design Budget:\$150,000

Construction Budget:\$1,350,000

Total Budget:\$1,500,000

Project Profile FP10

Jefferson Lake Area

Master Plan Area Objectives:

Water and Surface Drainage Systems

Provide aeration and sediment filtration measures at inlets and outlets to

improve water quality

Connect to Bowl Lake and the rest of the water system

Create a dramatic cascading water input at the south end of the lake, utilizing water from Bowl Lake and enhance this feature with lush, cascading vegetation, and accentuate this highly visible feature

Landscape and Sitework

Create a crabapple grove along the highly visible grass embankment along the east side of Jefferson Lake

Extend the naturalistic Triple A hillside vegetation across to the western edge of Jefferson Lake

Accentuate views to and across the water

Active Open Space

Restore paved edges for public fishing

Access, Circulation and Parking

Remove a portion of Jefferson Drive south of Steinberg and connect to a new path

Pedestrian Paths

Re-route all paths to a new crossing at a redesigned Faulkner-Clayton intersection

Reconstruct the deteriorated paved lake edge for public fishing and pedestrian use

Improve connections to Kingshighway at Barnes Plaza and Steinberg Rink area

Design Start: 01-Jul-1998

Finish Construction: 01-Oct-2000

Design Budget:\$130,000

Construction Budget:\$1,170,000

Total Budget:\$1,300,000

Project Profile FP11

Steinberg Rink Rehabilitation

Master Plan Area Objectives:

Active Open Space

Maintain existing ice and roller skating

Increase outdoor active recreation around building

Art, Architecture and Infrastructure

Upgrade the building to function as an all-season facility, with air conditioning, upgraded kitchen facilities, and general ADA compliance

Provide facilities to operate as an all-season, lighted, active and passive recreation support facility with information/maps, air conditioning, and improved kitchen facilities to serve surrounding recreation and path users and potentially hospital complex employees

Consider Steinberg Rink building as an educational center for the open space spine

Provide facilities to support water-related outdoor education programs

Modify the roof of Steinberg Rink to create an observation deck and children's play area

Design Start: 01-Oct-1997

Finish Construction: 01-Oct-2000

Design Budget:\$150,000

Construction Budget:\$1,350,000

Total Budget:\$1,500,000

Project Profile FP12

Bowl Lake Area Improvements

Master Plan Area Objectives:

Passive Recreation

Cooperate with the St. Louis Science Center and potentially the Central Institute for the Deaf to utilize the area for outdoor educational programming related to ecological exhibits contained within the museum and sensory experiences related to the Institute

Water and Surface Drainage Systems

Create a unique water outfall at the north end of the lake where water will vanish from the lake and be piped to Jefferson Lake

Provide sediment filtration measures to improve water quality

Connect to rest of system via an underground pipe connection to Jefferson Lake

Landscape and Sitework

Create an earthen berm at the southern end of the lake along Highway 64/40, with evergreen and flowering ornamentals to visually define the space, screen undesirable views of traffic and dilute extensive Highway 64/40 noise

Accentuate the plantings near the south end of the lake which obscure the terminus of the lake, making it appear much larger than it really is

Create a unique, naturalistic and intimate landscape setting for Bowl Lake and its environs

Accentuate the Seven Pools area with appropriate understory plantings and pedestrian path access

Enhance the naturalistic character of this area and provide some structured passive programming

Create a crabapple grove along the highly visible east embankment of Bowl Lake, accentuating this with spot masses of evergreen plantings and flowering meadow ground treatments

Provide naturalistic shoreline plantings to improve water quality while improving aesthetics and wildlife habitat

Pedestrian Paths

Link to the new path entrances at Clayton Road and Barnes Plaza

Improve pedestrian access to Seven Pools

Provide a hard and soft surface trail network with boardwalks and overlooks around the lake, possibly providing an interpretive nature trail system coordinated with the Science Center

Re-route the bike path to a new crossing at a redesigned Faulkner-Clayton intersection

Restore the existing stone bridge

Design Start: 01-Jul-1998

Finish Construction: 20-Apr-1999

Design Budget:\$200,000

Construction Budget:\$1,800,000

Total Budget:\$2,000,000

Project Profile FP13

Fish Hatchery Building and Pond Restoration

Master Plan Area Objectives:

Water and Surface Drainage Systems

Enhance this quiet, contemplative water area, connecting some water bodies while maintaining a mixture of small and medium sized lakes which are divided by landscaped isthmuses to accommodate needs of fishing clinics

Landscape and Sitework

Provide plantings that frame some views from Forest Park Parkway and MetroLink while buffering noise and negative views from the lake area in areas closest to the roadway

Provide informal shoreline plantings along the lagoon as it runs through this area, accentuating the grassy isthmus which is created between the lagoon and the hatchery lakes

Active Open Space
Maintain MODOC fishing clinics

Art, Architecture and Infrastructure
Utilize the Hatcheries building as the base for MODOC youth fishing programs with public toilets, equipment storage, staging for the disabled, and dedicated youth classroom center for nature-related education

Note: The Total Budget figure above includes all project-related support costs, including but not limited to design, engineering, consulting services during construction, permit fees, utility relocation costs associated with the work, quality control inspections of the work, advertising for bids, reproducing bidding and construction documents.

Design Start: 01-Oct-1997

Finish Construction: 01-Oct-1999

Design Budget:\$360,000

Construction Budget:\$3,240,000

Total Budget:\$3,600,000

Project Profile MG01
Municipal Golf Course
Master Plan Area Objectives:

Water and Surface Drainage Systems

Improve drainage

Provide water bodies and wetlands to improve drainage and golf course quality

Connect to the rest of the water system

Landscape and Sitework

Utilize plantings that discourage random pedestrian access to the golf course

Use naturalized plantings where appropriate to reduce maintenance costs and soil loss and to filter potential pollutants before water runoff from the courses enters the water system

Provide a landscape terminus to the Art Hill/Grand Basin visual axis

Active Open Space

Provide 27 competition golf holes; one 18 hole course and one nine hole course

Redesign the bottomlands significantly, creating unique new holes and landscape character that aesthetically relates to surrounding topography and water features

Continue to accommodate winter recreation

Art, Architecture and Infrastructure

Construct a modest new clubhouse, containing a small pro shop, food concession, locker room/showers, operational facilities, and golf cart storage
Relocate and/or visually screen the golf maintenance facility

Access, Circulation and Parking

Remove Grand Drive from the Forsyth Boulevard entrance to DeBaliviere
Provide an access road and off-street parking at the new golf clubhouse
Provide one-sided, on-street parking on the west side of this access road

Pedestrian Paths

Coordinate with golf course design
Reduce conflicts with surrounding land uses
Design to provide a safety buffer between golf course and other park uses

EXHIBIT C

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Clayton Executive Center

7980 Clayton Road

Suite 102

St. Louis, Missouri 63117

(314) 781-1313

Project Name:

Project No.:

Escrow No:

Amounts to be Disbursed:

PROJECT DISBURSING AGREEMENT

THIS AGREEMENT is entered into this day of , 1997, by and between Commonwealth Land Title Insurance Company ("Commonwealth"), the City of St. Louis, Missouri ("City") acting through its Board of Public Service

("BPS"), and Comptroller ("Comptroller"), Forest Park Forever, Inc. ("FPF") and O'Brien Krietzberg, Inc. (the "Program Manager").

WHEREAS, FPF has pursuant to Ordinance No. entered into an agreement with the City whereby FPF shall provide funds as available for the design and construction of certain projects to restore Forest Park in accordance with the City's Forest Park Master Plan; and

WHEREAS, FPF and the City wish to use the services of Commonwealth to disburse FPF's portion of the cost of the design and construction of said projects; and

WHEREAS, the City has entered into a contract with the Program Manager to provide construction management services related to the design and construction of the projects delineated in or relating to the Forest Park Master Plan; and

WHEREAS, the City has entered into a fixed price contract with David Mason & Associates along with certain subcontractors in the amount of \$_____ to provide certain design and engineering services for the above-named and numbered project (the "Project"); and

WHEREAS, the City has awarded a contract to _____ to act as General Contractor on the Project; and

WHEREAS, FPF has agreed to provide \$ as its share of the design and construction costs associated with the Project; and

WHEREAS, execution of the Agreement by the Comptroller and President of the Board of Public Service is authorized by Ordinance No. _____.

NOW, THEREFORE, the parties hereto agree that Commonwealth will disburse the above described funds provided by FPF for the Project in accordance with the covenants and procedures set forth herein, TO WIT:

Article I: Rights and Responsibilities of Commonwealth

1. The parties hereto acknowledge that under this Agreement Commonwealth shall act solely as Disbursing Agent and shall not issue any title insurance policies for the Project.
2. Prior to the processing of any draw requests Commonwealth shall receive from NationsBank or other FPF depository a transfer of all the necessary FPF funds for its share of the Project costs.

3. Commonwealth will accept draw requests from the Comptroller for the Project as provided herein.
4. Commonwealth shall at its discretion have the right to inspect the Project to verify progress as indicated by draw requests.
5. Commonwealth will not disburse any FPF funds until it has received:
 - a. A copy of the signed Construction Contract and all exhibits thereto, and
 - b. A copy of the Design Manager's Requisition for Payment or General Contractor's Requisition for Payment along with all necessary lien waivers or other documentation satisfactory to Commonwealth, and
 - c. Certification by the Program Manager that the work for which payment has been requested has been either (i) with respect to design services completed in a manner that is in accordance with locally recognized professional standards, local code requirements and the Design Contract or (ii) with respect to construction services completed in a good and workmanlike manner, in accordance with the construction contract as well as with the plans and specifications for the Project and applicable building and zoning codes, federal, state and local requirements, and
 - d. Written approval by BPS of the Design Manager's Requisition for Payment or the General Contractor's Requisition for Payment, and
 - e. Comptroller's i) certification of the City's payment to the Design Manager or General Contractor and request for repayment of the FPF percentage of said payment or ii) directive to pay directly to the Design Manager or General Contractor. Upon receipt of items a. through e. above, Commonwealth will, without further conditions, disburse the amount requisitioned within seven (7) days.
6. If during construction any changes to the construction contract are required, FPF and BPS shall notify Commonwealth of their approval of such change orders. All change orders shall describe the scope of work, the additional cost, if any and FPF's percentage responsibility for said costs. FPF shall also provide Commonwealth with the funds to cover any additional costs within seven (7) days of such change order.
7. FPF and City agree that the functions and duties assumed by Commonwealth include only those described in this Agreement. Commonwealth does not

insure that the improvements will be completed nor does it insure that the construction, when completed will be in accordance with the Project plans and specifications; nor does it make the certification of the Program Manager its own, nor does it assume any liability for same other than procurement of documentation as one of the conditions precedent to each disbursement.

8. By execution of this Agreement, Commonwealth makes no representations as to the financial condition or performance capability of any of the other parties hereto.

9. Commonwealth agrees to defend, indemnify and hold City, FPF and the Program Manager harmless from all loss or damage of any nature which any or all of the above entities may sustain resulting from willful misconduct or negligent act or omissions of Commonwealth in the performance of its obligations under this Agreement. Loss or damage shall include reimbursement for reasonable attorneys' fees and expenses.

Article II: Rights and Responsibilities of FPF, BPS and Program Manager

1. Commonwealth shall require BPS and/or Program Manager to provide the following prior to the first disbursement of FPF funds:

a. a detailed description of the work to be done on the Project broken down by design, engineering and other professional services; trade categories and materials necessary to complete the design and construction of the Project together with the fixed costs thereof, and

b. a list of all known Project subcontractors, designers, engineers and material suppliers with copies of executed contracts or bids, and

c. a sworn statement disclosing the contracts entered into concerning the design and construction of the improvements for the Project described herein, setting forth the names and addresses of the contractors, subcontractors and material suppliers that have been paid or are to be paid, together with the amount paid and amounts due.

2. Program Manager and BPS agree to cause the Project to be constructed in full accordance with the Construction Contract for the Project entered into between the General Contractor and City and in accordance with the time requirements set forth therein; provided, that failure to do so shall not be a basis for any liability to or claim of Commonwealth.

3. The City, to the extent permitted by law, and Program Manager agree to defend, indemnify and hold Commonwealth and FPF harmless from all loss or damage of any nature which they may sustain resulting from willful misconduct, negligent acts or omissions of BPS and Program Manager, in the performance of their respective obligations under this Agreement.

4. BPS and Program Manager certify that the Construction Contract is a fixed price contract that will require an overall 10% retainage until full construction completion as evidenced by due issuance by the Program Manager and BPS of a Certification of Completion and by completion of all punchlist items, whereupon the retainage shall be reduced to 5% pending final contract completion certification.

5. BPS and Program Manager certify that the General Contractor has delivered to City unconditional, irrevocable payment and performance bonds prior to the award of the contract, in the amount of 100% of its construction contract, to secure the General Contractor's duties and obligations under the Construction Contract for the Project and showing both the City and FPF as obligees.

6. FPF shall disburse all funds in connection with the Project through Commonwealth as provided herein and in the City-FPF Agreement and will notify Commonwealth of any additional contracts for work of which it becomes aware.

7. In consideration of the services provided by Commonwealth under this Agreement FPF shall pay the fees of Commonwealth.

8. City shall permit Commonwealth to put its name on any Project sign of City, identifying Commonwealth as the FPF disbursing agent, BPS and FPF also agree that Commonwealth may utilize photographs and descriptive information on the Project for marketing purposes.

9. All notices required by this agreement shall be by certified mail, personal delivery or by telefax (with a hard copy sent by first class mail), to the following addresses:

If to City: Board of Public Service,
City of St. Louis
City Hall
1200 Market Street

St. Louis, Missouri 63103
Attention: Roger Allison
Fax: (314) 622-4028

with a copy to: City Counselor
City Hall
1200 Market Street
St. Louis, Missouri 63103
Attn: F. M. Oates, Esq.
Fax: (314) 622-4354

and

City Hall
1200 Market Street
St. Louis, Missouri 63102
Attn: Ms. Beverly Fitzsimmons
Fax: (314) 622-4354

If to FPF: Forest Park Forever
5595 Grand Drive
St. Louis, Missouri 63112
Attention: Executive Director

with a copy to: S. Jerome Pratter, Esq.
The Stolar Partnership
911 Washington Avenue

St. Louis, Missouri 63101

If to Program Manager: O'Brien-Krietzberg, Inc.
720 Olive Street
St. Louis, Missouri 63101
Attention: Kevin Campbell

If to Commonwealth: Commonwealth Land Title Insurance
Company
7980 Clayton Road
St. Louis, Missouri 63117
Attention: Kevin Twellman

or to such alternate address as any part hereto gives notice in accordance herewith. All notices delivered by fax shall be deemed received on the day faxed. All documents sent by certified mail shall be deemed to be received two (2) business days after placement in the mail.

Article II: Authorization

Each of the individuals set forth below, acting singly, has been authorized to sign documents as the designee of the respective entity set forth below:

BOARD OF PUBLIC SERVICE FOREST PARK FOREVER'S DESIGNEE
PROGRAM MANAGER'S DESIGNEE Kevin Campbell
COMPTROLLER,
CITY OF ST. LOUIS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

FOREST PARK FOREVER By: PROGRAM MANAGER By: CITY OF ST.
LOUIS By: Comptroller By: President, Board of Public Service
APPROVED AS
TO FORM: CITY COUNSELOR By: Register of the City of St. Louis
Commonwealth COMMONWEALTH LAND TITLE INSURANCE
COMPANY By: Kevin Twellman, Assistant Vice President

EXHIBIT 1

July 10, 1997

AGREEMENT

This Agreement ("Agreement") between the City of St. Louis, Missouri, a municipal corporation (the "City") and Forest Park Forever, Inc., a Missouri nonprofit corporation ("FPF"), is made and entered into this ____ day of _____, 1997 (the "Date of this Agreement").

RECITALS

1. The City owns and operates a park known as Forest Park (the "Park").
2. The City's Community Development Commission on December 5, 1995, pursuant to Chapter 3.48 of the Revised Code of the City of St. Louis 1994 ("Code"), adopted a Master Plan For Forest Park (as amended on February 4, 1997 and as further amended from time to time, the "Master Plan") which guides development in Forest Park to 2010 at which time it shall be reviewed by the City.

3. The Master Plan calls for multiple projects comprising repairs of infrastructure, new construction and landscaping in the Park with an estimated aggregate cost of approximately \$86,000,000.

4. FPF is a Missouri nonprofit corporation organized to promote the rebuilding and restoration of Forest Park through development of wide-based financial and citizen support to guarantee that Forest Park will continue its preeminence as a major metropolitan asset forever.

5. FPF has pledged that it will, over the next six (6) years, endeavor to raise \$43,000,000 for use in the implementation of the Master Plan and its Board has adopted a fundraising plan in order to raise those funds which is generally described in EXHIBIT A attached hereto.

6. Acting in part in reliance on such pledge and fundraising plan of FPF, The City has taken significant steps toward the implementation of the Master Plan, including the issuance of \$17,000,000 of Forest Park improvement bonds, the engagement of a Program Manager and Design Manager as more fully herein set forth, and the incurring of substantial expenses for design of various work and the initiation of certain park improvements in accordance with the Master Plan.

7. As of June 15, 1997, FPF has on deposit, or has secured pledges for, approximately \$12,000,000 to assist in the implementation of the Master Plan. It is understood by the City and FPF that, as of the date of this Agreement, the current amount of funds may have changed and that some funds raised to date are restricted to specific projects.

8. The City, as owner of the Park, will perform, or cause to be performed, and oversee the performance of, the projects called for in the Master Plan. The City may perform some of the work directly and will enter into contracts with third parties for the performance of some of the work.

9. The City has engaged O'Brien-Kreitzberg, Inc., a California corporation ("O'Brien-Kreitzberg"), pursuant to Contract No. P.S.A. 889, dated October 17, 1996 (the "Program Manager's Contract") to provide program management services for the implementation of the Master Plan.

10. The City has engaged David Mason and Associates, Inc. a Missouri corporation ("Mason and Associates"), pursuant to Contract No. P.S.A. 894, dated February 14, 1997 (the "Design Manager's Contract"). Pursuant to the Design Manager's Contract, Mason and Associates will utilize from time to

time as subcontractors AAIC, Inc., Austin Tao & Associates, Lundan Corporation, TDP/St. Louis, Inc., and Teng & Associates, Inc., to prepare studies and designs, contract documents and perform other professional engineering and design consulting services in connection with the implementation of the Master Plan.

11. The City and FPF wish to agree, as hereinafter provided, on how the funds raised by FPF for use in implementation of the Master Plan can be made available for payment for design and construction work during the implementation of the Master Plan.

12. The City and FPF agree that all design, engineering and construction work performed to implement the Master Plan should be executed in a timely manner and that such work shall be aesthetically designed and constructed to reflect the commitment of the City and FPF to leave a lasting legacy for future generations.

13. The Comptroller, the President of the Board of Public Service and the Director of Parks, Recreation and Forestry of the City have been authorized to execute this Agreement and the Comptroller and President of the Board of Public Service have been authorized to execute Disbursing Agreements on behalf of the City by Ordinance _____ (B.B. 137). The execution of this Agreement on behalf of FPF by its officers has been duly authorized by its Board of Directors.

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual agreements and covenants hereinafter set forth, and of other good and valuable consideration, receipt of which is mutually acknowledged, the City and FPF agree as follows:

1. Term. The term of this Agreement shall be from the Date of this Agreement until December 31, 2010, unless earlier terminated as herein provided.

2. Definitions. As used in this Agreement, terms defined in the Recitals hereto have the meanings there ascribed to them and the following terms have the following meanings:

"Approved Projects" means those projects or phases of projects described or contemplated in the Master Plan which FPF hereby agrees to assist in financing, as well as other projects so designated from time to time by FPF and the City as provided in Section 6 of this Agreement. Approved Projects as of the date of this Agreement, including estimated project costs (including

estimated design and engineering fees), and a schedule for implementation are set forth in EXHIBIT B attached hereto. EXHIBIT B will be supplemented from time to time when additional projects are approved for partial FPF funding as herein provided in Section 6.

"BPS" means the City's Board of Public Service.

"Change Notice" means a notice given by the City to FPF pursuant to Section 5 of this Agreement.

"City Funds" means funds available to the City for expenditure for implementation of the Master Plan from any source other than FPF.

"City Representative" means the person authorized to act on the City's behalf in matters relating to this Agreement, which person shall be the President of the Board of Public Service or his designee (as set forth in writing by said President to FPF), except as otherwise provided herein.

"Committed Projects" means those Approved Projects for which the Design Review Process has been completed, Disbursing Agreements have been executed and FPF Funds deposited with the Disbursing Agent.

"Construction Contract" means a contract between the City and a contractor and/or other third party for construction or installation of all or part of a Committed Project.

"Construction Contract Notice" means the notice given by the City to FPF with respect to an Approved Project which states that the City intends to execute a Construction Contract, as more fully provided in Section 3B.

"Design Arbiter" means the person jointly selected and paid by the City and FPF to resolve design issues where an agreement could not be reached among the participants in the Design Review Process.

"Design Manager" means Mason & Associates, Inc. or such subsequent entity, including one or more City departments or offices, designated by the City to perform functions comparable to those called for in the Design Manager's Contract.

"Design Review Process" means the process provided for in Section 4 of this Agreement.

"Director of Urban Design" means the person holding that position at the St. Louis Development Corporation.

"Disbursing Agent" means Commonwealth Title Insurance Co. or such other entity selected by FPF, subject to approval by the Comptroller of the City, and a party to one or more Disbursing Agreements.

"Disbursing Agreement" means an agreement substantially as set forth in EXHIBIT C, among the City, FPF, the Program Manager and the Disbursing Agent which provides for disbursement of FPF funds for costs of a Committed Project by payments to contractors or by reimbursement of the City for payments to contractors and which sets out Estimated Costs for all Project Components of Approved Projects which are to be completed in phases.

"Escrow Agent" or "Escrow Agents" means NationsBank or such subsequent other bank selected by FPF, or a donor, and a party to an Escrow Agreement subject to approval by the Comptroller of the City.

"Escrow Agreement" means an agreement between FPF and the Escrow Agent which provides for deposit of FPF Funds solely for the implementation of the projects called for in the Master Plan. The Escrow Agreement shall be in a form acceptable to the City Counselor and shall provide that: i) it cannot be terminated or amended without ten (10) days prior notice to the City of the proposed termination or amendment unless said termination or amendment is due to the replacement of the Escrow Agent by another Escrow Agent; ii) the Escrow Agent will, unconditionally, transfer funds to the Disbursing Agent by the close of the third business day following the receipt by the Escrow Agent of instructions from FPF to do so; and iii) the City is a third party beneficiary of the Escrow Agreement with standing to sue for damages for any violation thereof or for injunctive and other equitable relief to prevent or remedy any violation thereof.

"Estimated Cost" means i) the estimated cost of an Approved Project as set out in EXHIBIT B hereto as supplemented in writing from time to time as herein provided and ii) the estimated cost of a Project Component set out in a Disbursing Agreement.

"Force Majeure" means a cause beyond the control of the City, including but not limited to acts of God, weather, labor disputes, requirements of governments, civil disturbance and war.

"FPF Funds" means those funds escrowed by FPF with the Escrow Agent.

"FPF Representative" means the person designated in writing by FPF to serve as the liaison with the City Representative in the implementation of this Agreement, initially, Sue Clancy, Executive Director of FPF.

"FPF Share" means 50% of the Estimated Cost, including design and engineering fees, of an Approved Project, or of the construction contract price for an Approved Project determined pursuant to this Agreement, unless otherwise mutually agreed to by the parties.

"Lack of Funds" means FPF does not have the full FPF Share for an Approved Project within ten (10) days after receipt of a Construction Contract Notice.

"Peer Reviewer" means an architect or designer designated by FPF or the City to participate in the Design Review Process.

"Program Manager" means O'Brien-Kreitzberg, Inc. or such subsequent entity, including one or more City departments or offices, as may be designated by the City to perform functions comparable to those described in the Program Manager's Contract.

"Project Component" means all separately budgeted items comprising an Approved Project.

"Proposed Projects" means projects which the City may propose in the future to become Approved Projects pursuant to Section 6 of this Agreement.

"Proposed Project Notice" means a notice from the City to FPF as provided by Section 5 hereof proposing that a Proposed Project become an Approved Project.

3. Funding Procedure for Approved Projects.

A. At least thirty (30) days prior to advertising for bids for the construction of an Approved Project or a Project Component of an Approved Project, the City Representative shall notify FPF in writing (i) of the name and a brief description of the Approved Project or Project Component; (ii) of the dollar amount of FPF Funds (up to the FPF Share) that the City expects FPF to commit in connection with the contracts to be let; (iii) that the Design Review Process has been completed for the Approved Project or Project Component; (iv) that the Final Design is substantially in compliance with the Preliminary Design; (v) of the Estimated Cost of each Project Component of the Approved Project, and (vi) of the time and place of the bid openings.

B. When the City has selected a contractor for an Approved Project or Project Component but before contract execution, it shall give FPF a Construction Contract Notice. The Construction Contract Notice will include the contemplated contract price. If the contemplated contract price in the Construction Contract Notice is not more than 110% of the Estimated Cost of the Approved Project or Project Component, FPF's commitment to fund the FPF Share of such amount will be irrevocable unless within ten (10) days after receipt of the Construction Contract Notice FPF notifies the City Representative of a Lack of Funds. Upon receiving notice from FPF of a Lack of Funds the City may: a) elect to expend City Funds for the Approved Project or Project Component, in which event FPF will reimburse the City for the FPF Share of the Estimated Cost as funds are secured by FPF, or b) decline to proceed with the contract. The City shall not expend City Funds for an Approved Project or Project Component in anticipation of reimbursement by FPF under Section 3 B clause (a) in excess of \$3,000,000 unless approved by FPF's Board of Directors. If the contemplated contract price for the Project exceeds the Estimated Cost of the Approved Project or Project Component by more than 10%, the parties will confer for up to ten (10) days. The parties may agree that the City will expend City Funds for amounts above 110% of the Estimated Cost of the Approved Project or Project Component and that FPF will reimburse the City for the FPF Share of such amounts as funds are secured by FPF which can be used for such purpose. If the excess Project cost matter is not resolved within this ten (10) day period, the City may: aa) proceed with the Approved Project without the participation of FPF for costs above 110% of the Estimated Cost of the Approved Project; bb) decline to proceed with the Approved Project or Project Component; cc) rebid the construction contract; or dd) have the Approved Project or Project Component redesigned, in which event a new Design Review Process will be necessary. In all events, other than a Lack of Funds or the City's decision not to proceed, FPF will be obligated to fund up to 110% of the FPF Share for Approved Projects or Project Components as to which the Design Review Process has been completed. If the City elects to have the Approved Project rebid or redesigned and rebid, FPF will be obligated to fund up to 110% of the FPF Share for the Approved Project, subject to completion of the Design Review Process for the new design. If the City decides not to proceed with a Project, the FPF Share of that project shall be reallocated to other Approved Projects as the parties may agree in writing.

C. Within ten (10) days after a Construction Contract Notice, unless FPF has notified the City of a Lack of Funds under subparagraph B, above, i) FPF, the City and the Program Manager shall, if a Disbursing Agreement has not already

been executed for the Approved Project or Project Component in question, cause such an agreement to be executed and ii) FPF shall direct the Escrow Agent to transfer the appropriate amount of FPF Funds to the Disbursing Agent for deposit in a Project Account for the Approved Project or Project Component. The Disbursing Agent shall immediately notify the Comptroller of receipt of such funds.

D. If FPF has given the City notice of a Lack of Funds, FPF may withdraw that notice at any time prior to the City's signing a construction contract for the Project in question.

4. Design Review Process. The following process shall be completed as a precondition of commitment of FPF Funds to any project. This process shall be conducted simultaneously with but not as part of the Preliminary Design Review by the Board of Public Service at Step 5 (and before Step 6) of the Project Approval Processes under the Master Plan. This process applies to any Approved Project or Project Component which is or consists in part of a building, major landscaping, or an architectural feature such as a fountain, but not underground utility improvements or engineered facilities such as sidewalks. After schematic design has been completed and before Final Design has begun, the City Representative will notify FPF in writing. Within seven (7) days thereafter, the City Representative and FPF will each designate an architect or designer as their Peer Reviewer to review and critique the design and will notify each other and the Program Manager in writing. The City and FPF will each be responsible for any fees or expenses of their respective Peer Reviewers.

The Program Manager will immediately schedule a briefing at which the Peer Reviewers and the City's Commissioner of Heritage and Urban Design will be briefed on the Approved Project by the Program Manager, the Design Manager, the Director of Urban Design, the City Representative, and BPS and Parks Department personnel as needed. The personnel involved in the briefing will remain available, at and after the briefing, to respond to inquiries by the Peer Reviewers until their critique has been completed. If, within five (5) business days after the briefing, the Design Manager, Peer Reviewers, Director of Urban Design and the City's Commissioner of Heritage and Urban Design have agreed on the design, the Design Review Process is concluded. If such agreement is not reached, the City and FPF shall within three (3) days jointly select in writing another Peer Reviewer to serve as Design Arbiter. If they do not agree on a selection, each shall nominate an independent Peer Reviewer and one nominee will be chosen by lot by the City Representative. This Design Arbiter shall review and critique the proposed designs of the Approved Project or

Project Component, the suggestions of the Peer Reviewers and working with the Design Manager shall devise a design solution within the Project or component budget within five (5) days. The City and FPF shall each be responsible for any fees or expenses of their respective Peer Reviewers and for 50% of the fees and expenses of the Design Arbitrator.

5. Change Notices. In the event the final costs of construction or installation of a Committed Project are increased because of unforeseen circumstances, including but not limited to environmental conditions, changes in governmental regulations or a Force Majeure event, the City may give FPF a Change Notice. The Change Notice shall be in writing, specify the Project involved, identify the cause of the change, state the amount of the change, and indicate how much of the change amount the City is requesting FPF to pay. FPF will pay 50% of any change amount which is 5% or less of the 110% of the Estimated Cost.

6. Notice of Proposed Project.

A. When the City desires that FPF Funds be utilized for a Proposed Project, the Director of Parks, Recreation and Forestry of the City will give FPF a Proposed Project Notice. The Proposed Project Notice will be in writing, and shall be given not less than thirty (30) days prior to the date of initiation of schematic design of the Proposed Project. The Proposed Project Notice will describe the Proposed Project in writing and contain (i) preliminary design concept drawings for the Proposed Project, (ii) an estimated construction budget and an estimated design budget broken down by the firms to be used on the Proposed Project, (iii) an enumeration of the firms that will have specific design responsibilities for the Proposed Project, (iv) the dollar amount of the proposed FPF Share for the project and (v) a time schedule for the utilization of the FPF Funds.

B. FPF shall have ten (10) days from receipt of a Proposed Project Notice to notify the City Representative in writing: i) that it will or will not assist the City in funding the Proposed Project and ii) if FPF will assist, whether FPF has the amount of the proposed FPF Share shown in the Proposed Project Notice or anticipates that it will have such amount available by the date specified in the Proposed Project Notice. FPF agrees that it will not, subject to the availability of funds, decline to assist in funding any Proposed Project which is part of the Master Plan except interceptor storm or sanitary sewers, ADA compliance for existing public facilities not designated as projects in the Master Plan, and/or improvements on or under land leased to or owned by the Art Museum, History Museum, Science Center or Zoological Park Subdistricts of the Metropolitan Zoological Park and Museum District or The MUNY or where FPF determines

that the budget for a Proposed Project is excessive. When FPF notifies the City Representative that it will assist in funding a Proposed Project, such project shall thereupon become an Approved Project for purposes of this Agreement.

C. If FPF refuses to approve a Proposed Project because it believes the Proposed Project's cost is excessive, the parties will attempt to resolve the matter for a period of ten (10) days beginning the day after the delivery of the written objection to the City Representative. If the matter is not resolved within that period, the City may proceed with the Proposed Project without FPF assistance.

7. Reports by FPF to City. FPF shall provide the City Representative with a monthly written report detailing funds raised for the implementation of the Master Plan. This report shall show funds on deposit; funds pledged; funds restricted to particular projects; fundraising activities; and fundraising goals.

8. Reports by City to FPF. The City shall provide FPF with a written monthly report summary from the Program Manager indicating the status of all Approved and Committed Projects (including estimated commencement dates and completion dates) and the overall status of implementation of the Master Plan.

9. City's Right to Review FPF's Books and Records. Except as otherwise prohibited or limited by FPF's donors in relation to their donation, FPF hereby grants the City, acting by and through the Comptroller's Office, the right from time to time to review and examine FPF's books and financial records relating to fundraising for the implementation of the Master Plan, including bank account records, ledgers and pledges. This right shall be exercisable in FPF's offices during normal business hours on not less than forty-eight (48) hours advance notice.

10. FPF Inspections of Projects. The City agrees that FPF may from time to time visit and visually inspect Committed Projects which are being constructed or installed and sites for Proposed and Approved Projects. FPF representatives may bring actual or prospective donors or their representatives with them during such visits, and the City Representative will make available an informed employee to answer questions by and furnish supplemental information to such donors. Such visits shall be arranged by FPF with the Forest Park Manager. FPF agrees that it will comply, and will cause its guests to comply, with the Forest Park Manager's conditions as to the frequency of visits, numbers of persons visiting on specific occasions, and safety or insurance-related requirements such as wearing of protective clothing or execution of releases.

11. Representations. FPF represents to the City that: it is a Missouri nonprofit corporation in good standing, has been deemed by the Internal Revenue Service to be tax-exempt under the provisions of Section 501(c)(3) of the United States Internal Revenue Code, and the execution and performance of this Agreement are within its corporate authority. 12. FPF Breach and City Remedies.

A. It shall be a breach of this Agreement if FPF:

i) fails to perform any act required under the terms and conditions of this Agreement or takes any action prohibited to it under the terms and conditions of this Agreement;

ii) makes any false representation to the City;

iii) fails to pursue its fundraising campaign with reasonable and appropriate diligence under all of the circumstances;

iv) falsely asserts that a Lack of Funds exists;

v) fails to deposit with the Escrow Agent any funds received by it for the Master Plan capital campaign within ten (10) business days after such receipt unless such deposit would violate the terms of a contribution;

vi) fails to direct the Escrow Agent to transfer funds for Committed Projects to the Disbursing Agent as and when required under subsection 3.C hereof;

vii) fails to maintain its Missouri nonprofit corporate and Federal tax-exempt status;

viii) violates any provision of the Escrow Agreement or a Disbursing Agreement.

B. City Remedies. FPF acknowledges that the City will act in reliance on FPF's promises and undertakings expressed in this Agreement and in doing so will expend significant amounts of public money on property heavily used by the general public. FPF further acknowledges that it is a public benefit corporation under [§ 355.881 R.S.Mo. \(1996\) Supp.](#) and that its contributions are made and received by it for the benefit of Forest Park. Accordingly, FPF agrees that mandamus is an appropriate remedy to compel it to act, if and when it shall fail to take an action required of it under this Agreement, and agrees that it will not plead or assert that mandamus is not appropriate if the City seeks it, but FPF remains free in all other respects to defend against any mandamus or other

proceeding. FPF further acknowledges that if FPF Funds which have been designated for an Approved Project, or which have been deposited with the Disbursing Agent for a Committed Project, are not available when needed, the City may suffer significantly increased costs and/or projects may not be completed on a timely basis or at all. Accordingly, FPF agrees that in the event of a material breach of this Agreement by FPF, in addition to all available remedies at law, the City shall be entitled to mandatory equitable relief, but FPF remains free in all other respects to defend on the merits of such claim by the City. In the event of a breach by FPF under 12A(vi), FPF agrees that a receiver may be appointed at the City's request to take the action required by 12A(vi), if such action is determined to be required.

13. FPF Termination Rights. On sixty (60) days written notice to the City Representative, FPF reserves the right to withdraw from this Agreement, or halt the transfer of funds from the Escrow Agent to the Disbursing Agent and/or halt disbursement of any funds (but not the disbursement of FPF Funds for Committed Projects held by the Disbursing Agent) upon the occurrence of any of the following events: (i) the City's termination of this Agreement; or (ii) the City's replacement of either the Program Manager or the Design Manger with an entity not approved by FPF; or (iii) the determination by FPF that the construction of any Committed Project or substantial Project Component is not substantially in compliance with the design as approved by the Design Review Process in Section 4; or (iv) the City does not have significant funds, or sources of funds, available for the implementation of the Master Plan; or (v) the City has breached this Agreement, unless within such sixty (60) day period the cause of the termination has been remedied.

14. City Termination Rights. This Agreement may be terminated by the City on sixty (60) days written notice to FPF, from the City Representative, after determination by the City's Board of Public Service i) that the work called for by the Master Plan has been substantially completed; or ii) that the Master Plan has been revoked or amended in such a way that this Agreement is no longer appropriate or useful; or iii) that FPF is unable effectively to implement its fundraising activities and does not have significant funds available for application pursuant to this Agreement; or iv) that FPF has breached this Agreement, unless within such sixty (60) day period the cause of the termination has been remedied.

15. Project Manager and Project Design Manager. FPF hereby acknowledges the selection by the City of O'Brien-Kreitzberg as the initial Program Manager for implementation of the Master Plan and the selection by the City of Mason

& Associates as the initial Design Manager for implementation of the Master Plan.

16. Notices. Notices under this Agreement shall be given in writing and delivered to the party being notified by facsimile, supplemented by deposit of the notice in the United States certified mail, first class postage prepaid to such party, both at the addresses hereafter specified. Parties may specify different addresses for notices to them on three (3) days written notice.

To the City: President Board of Public Services
City Hall
1200 Market Street
St. Louis, Missouri 63103
Fax: (314) 622-4028

and

Comptroller's Office
City Hall
1200 Market Street
St. Louis, Missouri 63103
Attn: Ms. Beverly Fitzsimmons
Fax: (314) 622-4354)

with copies to: Department of Parks, Recreation and Forestry
5600 Clayton Road (Forest Park)
St. Louis, Missouri 63110
Attn: Director
Fax: (314) 535-3901

and

City Counselor's Office
314 City Hall
1200 Market Street
St. Louis, Missouri 63103
Attn: F.M. Oates, Associate City Counselor
Fax: (314) 622-4956

To FPF: Forest Park Forever, Inc.
5595 Grand Drive

St. Louis, Missouri 63112
Attn: Executive Director
Fax: (314) 367-7622

With a copy to: S. Jerome Pratter, Esq.
The Stolar Partnership
911 Washington Avenue
St. Louis, Missouri 63101
Fax: (314) 436-8400

17. Governing Law. This Agreement shall be construed in accordance with and be governed by Missouri law.

18. Severability. The provisions of this Agreement are severable. In the event one or more provisions hereof is finally decreed to be or otherwise becomes unenforceable, the other provisions hereof shall remain in effect unless without the unenforceable provisions the essential nature of this Agreement is altered.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first set forth above.

FOREST PARK FOREVER, INC. By: Title: THE CITY OF ST. LOUIS,
MISSOURI By: Comptroller, City of St. Louis President of the Board of Public
Service of the City of St. Louis Director of the Department of Parks, Recreation
and Forestry of the City of St. Louis APPROVED AS TO FORM: City
Counselor ATTEST:

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
06/20/97	06/20/97	PARK	07/11/97	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
07/11/97			07/18/97	07/18/97
ORDINANCE	VETOED		VETO OVR	
64122				