

# *St. Louis City Ordinance 65114*

FLOOR SUBSTITUTE  
BOARD BILL NO. 218 [00]

INTRODUCED BY ALDERMAN JOSEPH D. RODDY

An ordinance pertaining to the Center for Emerging Technologies Redevelopment Area (the "Area"); establishing a tax increment allocation financing district for the Area pursuant to the Real Property Tax Increment Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the "Act"); approving a Redevelopment Agreement and authorizing execution thereof; and containing an emergency clause.

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

**Section One.** After the total equalized assessed valuation of the taxable real property in the area comprising the Redevelopment Project (the "Area"), as described in the Tax Increment Blighting Analysis and Redevelopment Plan of the Center for Emerging Technologies Redevelopment Area dated September 24, 1999, as amended (as amended, the "Plan"), exceeds the certified total initial equalized assessed valuation of all taxable real property in the Area, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts at tax rates determined in the manner provided by Section 99.855(2) of the Act each year after the effective date of this Ordinance until all redevelopment project costs (as that term is defined and used in Section 99.805(11) of the Act) which are incidental to the Plan have been paid shall be divided as follows:

- (a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the initial equalized assessed valuation of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to and, when collected, shall be paid by the Collector of Revenue to the respective affected

taxing districts in the manner required by law in the absence of the adoption of this ordinance;

(b) Payments in lieu of taxes (as that term is defined in Section 99.805(7) of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed valuation of each such unit of property in the Area shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit same into a special fund to be designated as the "Center for Emerging Technologies Special Allocation Fund" of the City for the purpose of paying redevelopment project costs of the Redevelopment Project and the obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project.

(c) Fifty percent of the total additional revenue from taxes which are imposed by the City or other taxing districts, and which are generated by economic activities within the Area over the amount of such taxes generated by economic activities within the Area in the 1998 calendar year, while Tax Increment Financing remains in effect, excluding taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes, shall be allocated to, and paid by the collector of Revenue to the City Treasurer, who shall deposit such funds in City Tax Account within the Center for Emerging Technologies Special Allocation Fund for expenditure and disbursement in accordance with the Act and the Plan.

**Section Two.** The Redevelopment Agreement substantially in the form attached hereto as Exhibit A is hereby approved and the execution thereof on behalf of the City by the Mayor and the Comptroller is authorized and directed.

**Section Three.** This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the

Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

EXHIBIT A  
Redevelopment Agreement

EXHIBIT A  
**REDEVELOPMENT AGREEMENT**

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between 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") and Dorris Building, L.P., a limited partnership duly organized and existing under the laws of the State of Missouri (the "Initial Developer"), which made the initial proposal and thereafter assigned its interest to Emerging Technologies Building II, LLC, hereafter ("Developer").

WITNESSETH

WHEREAS, the Developer proposes to develop, in cooperation with the City, the Redevelopment Area (the "Area"), as described on Exhibit A attached hereto, within the Area as described in the Tax Increment Blighting Analysis and Redevelopment Plan for the Center for Emerging Technologies Redevelopment Area dated October 29, 1999, as amended (as amended, the "Plan") certain private improvement projects described in the Plan as the Redevelopment Project (the "Private Projects") which will serve a public purpose, contingent upon obtaining agreements and municipal financial assistance from the City with regard to certain Public Redevelopment Project Costs as described in the Plan associated therewith and necessary therefor; and

WHEREAS, the Developer also proposes to develop, on behalf of the City, within and adjacent to the Area, certain Public Redevelopment Project Costs as described in the Plan and as further described herein (the "Public Projects") which will serve a public purpose and which are necessary to reduce or eliminate conditions that qualify the Area as a

"blighted area" under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (the "Act") and which are necessary to foster private development and redevelopment within the Area; and

WHEREAS, the City proposes to finance a portion of the costs to be incurred in connection with the Public Projects by utilizing tax increment financing in accordance with the Act, and has established the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District and authorized the issuance and sale of up to \$978,000 in tax increment revenue notes (the "TIF Notes") and up to \$515,000 of support on an ongoing "pay-as-you-go" basis, the proceeds of which are to be used to pay for a portion of the costs of the Public Projects; and

WHEREAS, the City's Board of Aldermen approved on December 17, 1999, Ordinance No. 64839 approving the Plan for the Area and designating the Area as a redevelopment project area pursuant to the Act, and Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2000 adopting tax increment financing for the Area (collectively, the "Ordinances"); and

WHEREAS, it is the intent of the City and the Developer that this Agreement shall set forth the rights and obligations of the City and the Developer with respect to the implementation of the Public Projects and Private Projects (collectively, the "Redevelopment Projects") described in the Plan;

NOW, THEREFORE, the City and the Developer, in consideration of the premises and the mutual agreements herein contained, subject to the conditions herein set forth, do agree as follows:

1. **Definitions.** As used in this Agreement, the following words and terms shall have the following meanings:

"Acquisition Costs": All costs of acquiring the Property, including, but not limited to: cost of land and improvements; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, soil and hazardous waste and other site and property related reports; appraisals; and

professional fees of any kind or nature, including attorneys' fees, filing fees, recording fees, experts' fees, and all litigation costs, including commissioners' awards, judgments, and all associated court costs, fees and expenses.

"Agreement": means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

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

"Center for Emerging Technologies Redevelopment Area": The area designated to be redeveloped as part of the Redevelopment Project and as designated in the Redevelopment Plan as the Area.

"Certification of Reimbursable Redevelopment Project Costs": A document, substantially in the form of Exhibit E attached hereto, provided by the Developer to the City evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

"City": The City of St. Louis, Missouri, a body corporate and political subdivision of the State of Missouri.

"City Board": The Board of Aldermen of the City of St. Louis, Missouri.

"EATS" means the total additional revenue from taxes which are imposed by the City and other taxing districts, and which are generated by economic activities within a redevelopment area over the amount of such taxes generated by economic activities within such redevelopment area in the calendar year prior to the adoption of the ordinance designating such a redevelopment area, while tax increment financing remains in effect, but excluding personal property taxes, and sales and use taxes on motor vehicles, trailers, boats and outboard motors, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, and fees or special assessments. If a retail establishment relocates within one year from one facility to another facility within the same county and the governing body of the City finds that the relocation is a direct beneficiary of tax increment financing, then for purposes of this definition the economic activity taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City or other taxing district over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to the redevelopment area.

"Fiscal Agent": Midwest BankCentre, whose principal corporate trust office is located in St. Louis, Missouri, and any successor or assign.

"Interest Rate": 7.75% per annum for Series 2000 Notes.

"Issuance Costs": The fees and expenses of the City's financial and legal advisors, the City's Bond Counsel and the fees and expenses of the Fiscal Agent.

"Note Ordinance": Ordinance No. \_\_\_\_\_ adopted by the City Board on \_\_\_\_\_, 2000 and all other subsequent ordinances, if any, to be passed by the City necessary to authorize the TIF Notes and all related resolutions and proceedings.

"PILOTS" means those estimated revenues from real property in the area selected for a redevelopment project, which revenues according to the redevelopment project or plan are to be used for a private use, which taxing districts would have received had the City not adopted tax increment allocation financing, and which would result from levies made after the time of the adoption of tax increment allocation financing during the time the current equalized value of real property in the area selected for the redevelopment project exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of section 99.850 of the Revised Statutes of Missouri, as amended.

"Project Fund": means the Project Fund created in Section 16 of the Note Ordinance.

"Project Site": The Center for Emerging Technologies Redevelopment Area consisting of the Redevelopment Area which generally contains the site for development of a high-Technologies incubator.

"Property": The Redevelopment Area, including all separate parcels of property comprising the same, comprising in the aggregate approximately 1.9 acres as set forth in Exhibit A attached hereto.

"Redevelopment Project": The redevelopment project described in the Plan, the Redevelopment Proposal and this Agreement.

"Redevelopment Project Costs": The sum total of all reasonable or necessary costs actually incurred in performing the Work and any such costs incidental to the Plan or the Redevelopment Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services; (c) Acquisition Costs; (d) costs of demolition of buildings, and the clearing and grading of land; (e) costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures; (f) costs of construction of public works or improvements; (g) Issuance Costs; (h) all or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and the Redevelopment Project, to the extent the City by written agreement accepts and approves such costs; and (i) payments in lieu of taxes.

"Redevelopment Proposal": The Development Proposal of Initial Developer dated October 29, 1999, as amended and supplemented November 12, 1999, for the Redevelopment Area, and attached and incorporated herein as Exhibit C attached hereto.

"Reimbursable Redevelopment Project Costs": Those Redevelopment Project Costs as described in Exhibit D attached hereto

which are eligible for reimbursement to the Developer in accordance with the Act and this Agreement and which are also set forth in Exhibit F to the Plan.

"Site Preparation Contracts": Those construction contracts necessary to clear, grade and install utilities on the Property and all off-site improvements.

"Special Allocation Fund": The Special Allocation Fund, Center for Emerging Technologies Redevelopment Plan, City of St. Louis, Missouri, created in Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2000.

"TIF Act": The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 Missouri Revised Statutes (1986), as amended.

"TIF Commission": The Tax Increment Financing Commission of the City of St. Louis, Missouri.

"TIF Notes": The Series Agreement Notes issued by the City pursuant to the Note Ordinance.

"TIF Revenues": (1) Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Section 99.845.1 of the TIF Act) of each such unit of property, as paid to the City's Treasurer by the St. Louis City Collector of Revenue during the term of the Plan and the Redevelopment Project, and (2) fifty percent (50%) of the total additional

revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805 (12) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December, 1998 (subject to annual appropriation by the City as provided in the TIF Act), but excluding therefrom any taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments and personal property taxes, other than payments in lieu of taxes.

"Work": All work necessary to prepare the Property and to construct the Redevelopment Project for the Redevelopment Area including, but not limited to all Work described in Exhibit F to the Plan and Exhibit D to this Agreement for the Redevelopment Project in the Redevelopment Area, or reasonably necessary to effectuate the intent of this Agreement.

2. Redevelopment Projects. The City and the Developer severally agree to carry out the Public and Private Projects in accordance with the Ordinances and Exhibits thereto, the Plan and this Agreement. The terms and provisions of the Ordinances and of the Plan, as may be amended from time to time, are fully incorporated herein by reference. The Developer agrees to advance all Public Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer's rights as set forth in Section 2.B(vi) hereof.

A. Public Projects. The Developer, on behalf of the City, agrees, subject to the terms and conditions hereof (including the provisions of Section 3 hereof limiting the costs of the Public Projects to be paid or financed by the

City to the net proceeds received by the City from the sale of the Notes) to undertake within the Area the Public Projects, including specifically but not limited to the following:

- (i) surveys, plans and specifications;
- (ii) professional services, including engineering, legal, etc.;
- (iii) property assembly acquisition, demolition, clearing and grading;
- (iv) public works and improvements;
- (v) financing costs including capitalized interest and related costs; and
- (vi) other related development costs including site construction.

B. Private Projects. The Developer agrees, subject to the terms and conditions hereof:

- (i) to construct the Private Projects in substantial conformity with the floor plans, elevations and specifications of exterior materials to be used ("Design Plans") with respect to the Private Projects which Design Plans shall be submitted by the Developer for approval by the City as required by applicable law or ordinance and which shall be consistent with the Plan.
- (ii) to commence construction of the Private Projects by no later than January 1, 2001 and to complete construction of the projects to be undertaken by the Developer as described in the Plan within twelve (12) months after the Developer acquires fee simple or leasehold title to the entire Area, absent any Excusable Delay, as defined herein, unless such time be

extended in writing for good cause shown, by agreement of the parties hereto; provided, however that the completion date shall not be extended beyond December 31, 2002.

(iii) to obtain any and all permits and licenses reasonably required by the City necessary to perform under this Agreement and to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.

(iv) to be the sole owner of the Private Projects and not convey any ownership interest therein to any other person or entity prior to completion of construction of the Private Projects; provided, however that the Developer may at any time convey the Private Projects to any party who is an affiliate of or related to the Developer.

(v) to permit access to the Area and to all records of files pertaining to the Redevelopment Projects by the representatives of the City and its designees at all reasonable times for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all work being performed in connection with the construction of improvements in the Area or verification of compliance with this Agreement or applicable law.

(vi) Notwithstanding anything contained herein to the contrary, the obligation of the Developer to construct the Public Projects and the Private Projects is subject to the timely satisfaction or waiver by the Developer no later than January 1, 2001, of each of the following conditions as determined in the sole and absolute discretion of the Developer:

(a) the adoption of an ordinance by the Board of Aldermen of the City of St. Louis authorizing tax increment allocation financing for the Project pursuant to Section 99.800 et seq. of the Revised Statutes of Missouri (the "TIF Ordinance") and the issuance of \$978,000 of the TIF Notes and \$515,000 of support on an ongoing "pay-as-you-go" basis, both of which are payable from all real property tax increment and at least one-half of the "EATS" from the Redevelopment Area; and in form, amount and substance which is satisfactory to the Developer;

(b) the Developer shall be satisfied, in its sole and absolute discretion, with (1) the overall feasibility, economic or otherwise, of the Private Projects, and (2) the suitability of the Area including, without limitation, the Developer's satisfaction, in its sole and absolute discretion, with (V) all surveys, soil borings, environmental and other physical investigations, inspections, tests or reports with respect to the Area, (W) the status of title to the Area including, without limitation, the zoning thereof and the availability of access thereto, (X) the availability of utilities to the Area, (Y) the availability of

all permits and approvals necessary for the acquisition, development and operation of the Area, and (Z) any other investigations, inspections, tests or reports with respect to the Area.

If the Developer determines that any one or more of the above listed conditions can not be satisfied in the sole and absolute discretion of the Developer or waived by the Developer no later than January 1, 2001, the Developer shall provide written notice to the City. Such notice shall constitute evidence of the termination of all rights and obligations of the Developer this Agreement. In the absence of such notice, the Developer shall complete the Project. If the Project is not completed by December 31, 2002, all rights and obligations of the City and the Developer hereunder shall be terminated.

C. Eminent Domain.

(i) Property Acquisition. While the Property is currently owned by the Developer, if such contract cannot be consummated, it is anticipated that the TIF Commission may use its powers of eminent domain to acquire 4065 Forest Park, a portion of the property in the Area.

The Developer will hold harmless the City as a result of any counter suits from property owners due to any eminent domain suits and agrees to pay all costs of such defense by the City. In addition, the Developer shall pay all costs and fees associated with the condemnation and, in addition to paying the amount of any award into Court, shall post a letter of credit for the benefit of the City in the amount of one-half of the award of the condemnation commissioners pending, and as

a condition precedent to, any appeal of such award.

Subject to the terms, covenants and conditions of this Agreement and the provisions of the Chapter 523 of the Revised States of Missouri, as amended, the Act, the TIF Commission will immediately sell all of the real property which it acquires pursuant to this Section 2.C. (the "Acquired Property") to the Developer or to its assigns as directed by the Developer, and the Developer will purchase such property, or cause such to be purchased by its assigns, from the TIF Commission.

(ii) Sale; Purchase Price. Subject to the provisions of Chapter 523, the purchase price for the Acquired Property shall consist of the TIF Commission's total acquisition cost thereof, including, without limitation, the negotiated price or the condemnation award relating thereto, taxes apportioned to the TIF Commission at the time of acquisition, and all out-of-pocket expenses incurred by the TIF Commission in connection with the acquisition of the Acquired Property (hereinafter collectively referred to as the "Acquisition Costs"). Such out-of-pocket expenses shall include, without fees, legal fees, publication costs, expenditures for property management, and administration expenses. The amount of the Acquisition Costs shall be reduced by the net amount of any income received by the TIF Commission from interim rentals of the Acquired Property.

(iii) Conveyance of Property. Subject to the provisions of Chapter 523, the TIF Commission shall convey to the Developer title to the Acquired Property by quit-claim deed in form and substance satisfactory to the TIF Commission and the Developer (the

"Deed"). Such conveyance and title shall be subject to all conditions, covenants, and restrictions set forth or referred to elsewhere in this Agreement, and also be subject to:

- a. Those conditions, covenants and restrictions set forth in the Plan;
- b. Easements and restrictions of record;
- c. Conditions of title existing at the time of conveyance; and
- d. General taxes for the current year in which the conveyance occurs, if any.

The TIF Commission shall deliver the Deed and possession of the Acquired Property to the Developer on a date and at a place as mutually agreed to in writing. The Developer shall accept conveyance and pay to the TIF Commission at such time and pay any and all remaining Acquisition Costs not previously paid by the Developer to the TIF Commission. Developer's payment of such Acquisition Costs shall be a condition precedent to delivery of the Deed.

The Developer shall promptly file the Deed for recordation in the Office of the Recorder of Deeds for the City of St. Louis. The Developer shall pay all costs for so recording the Deed, and shall promptly provide the TIF Commission and the City in writing, the book and page numbers wherein said Deed is recorded.

At the time of conveyance of the Acquired Property, the TIF Commission shall deliver to the Developer a copy of an Interim Title Binder showing good and marketable title in the TIF Commission. The Developer shall not be required to treat any title as good and marketable unless the same shall be insurable as such by a St. Louis title insurer at prevailing rates; provided, however, that neither the City nor the TIF Commission shall be liable for any costs of such title insurance. Upon acceptance of conveyance of the Acquired Property by the Developer, the TIF Commission's obligation to provide good and marketable title thereto shall be deemed fulfilled.

D. Excusable Delay. For purpose of this Agreement, "Excusable Delay" shall mean any and all causes beyond the control of Developer including but not limited to acts of God, fire or other casualty, strike, lockout or other labor dispute, weather conditions, shortages or unavailability of material, labor or utilities, failure or delay in financing (except as hereinafter provided), vandalism, laws, orders or regulations of any court, governmental, civilian or military authority; provided, however, that Developer shall give the City written notice of such delay; and provided, further, that all duties and obligations of the City hereunder and under the Ordinances and the Plan, shall cease and terminate on December 31, 2002, unless the Developer has, on or before such date, completed construction of the Private Projects.

### 3. Redevelopment Project Costs.

A. Public Projects. The costs of the Public Projects shall be paid, but any provision in this Agreement notwithstanding only to the extent of \$978,000, i.e., the net proceeds received by the City from the sale of the TIF Notes, by the City plus \$515,000 of support on an ongoing "pay-as-you-go" basis. Any excess costs (after payment by the City of such sum, i.e. \$978,000, received by the City from the sale of the TIF Notes for the costs of the Public Projects) shall be paid by the Developer, subject to the terms and conditions hereof, subject to the right of the Developer to

receive up to an additional \$515,000 of support on an ongoing "pay-as-you-go" basis.

The obligations of the City to pay the costs of the Public Projects, and the TIF Notes issued to finance the costs of the Public Projects and the additional "pay-as-you-go" support, are not general obligations of the City, the State of Missouri, or any political subdivision thereof, it being understood that these obligations are being incurred in connection with the Plan, and are limited as set forth therein, and that the City shall have no responsibility for paying the costs of the Public Projects except with funds from the Project Fund and the Special Allocation Fund, as set forth and provided for in Ordinance No. \_\_\_\_\_ of the City which is incorporated by reference herein as if fully set forth. The City has established the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District, and is utilizing tax increment financing as described in the Plan, in order to issue TIF Notes and an agreement to provide ongoing "pay-as-you-go" support for financing the costs of the Public Projects. In accordance with the Act and Ordinance No. \_\_\_\_\_, the City shall deposit payments in lieu of taxes and certain other taxes and revenues derived from the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District into a Special Allocation Fund and use the same to pay debt service on and certain other obligation associated with the TIF Notes issued for financing the costs of the Public Projects and to pay the additional "pay-as-you-go" support for reimbursing costs of the public project. Once the Public Projects are completed and the TIF Notes issued to finance the Public Projects are retired and the additional "pay-as-you-go" support has been advanced, and if no other obligations issued to finance other public projects are then outstanding, the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District will be dissolved, and all taxes on all development in the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District will then be paid to the taxing jurisdictions that extend into the Area.

B. Private Projects. The costs of the Private Projects shall be paid, or shall be caused to be paid, by the Developer, subject to the terms and conditions hereof.

4. City's Obligation to Reimburse Developer. Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Notes to be sold to the Developer to evidence the City's obligation to reimburse Developer for Reimbursable Redevelopment Project Costs up to a maximum aggregate principal amount of \$978,000 and to advance up to an additional amount not to exceed \$515,000 of support on an ongoing "pay-as-you-go" basis, provided any cost savings on the construction of the Project from the current budget of \$\_\_\_\_\_ shall be applied to pay other Reimbursable Redevelopment Project Costs.

5. Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Notes or to reimburse the Developer for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(11) of the TIF Act, and the Developer shall, at the City's request, provide itemized invoices, receipts or other information, if any, requested by the City to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by an opinion of counsel to the Developer addressed to the City that such cost is eligible for reimbursement under the TIF Act and whether such costs constitute advances under the Series Agreement Notes. The parties agree that each of the categories of costs set forth in Exhibit D attached to and incorporated by reference in this Agreement constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. In the event that any Reimbursable Redevelopment Project Cost is determined not to be a "redevelopment project cost" under Section 99.805 (11) of the TIF Act, the Developer shall have the right to substitute other Redevelopment Project Costs. Prior to the issuance of any TIF Notes, the Developer shall: (a) deliver written notice of the acquisition of the Property to the City; (b) pay all applicable City initial and administrative fees in connection with the issuance of the TIF Notes; (c) agree to file all applicable Comptroller reports in accordance with the current City TIF Policy; and (d) have expended not less than \$200,000 of its own funds for the development of the Project.

6. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, the City's obligations hereunder to issue TIF Notes to the Developer and to advance additional support on a "pay-as-you-go" basis for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from proceeds of the TIF Notes and the additional "pay-as-you-go" support and from no other source.

7. Issuance of TIF Notes; Payment of Additional Support.

(A) The City agrees to issue TIF Notes as provided in the Note Ordinance up to a maximum aggregate principal amount of \$978,000. The maximum aggregate principal amount of TIF Notes to be issued to the Developer for the reimbursement of Reimbursable Redevelopment Project Costs shall be \$978,000. The City shall issue, subject to the limitations of Sections 4-7 hereof, the TIF Notes.

(B) Subject to the conditions of Section 7(c), the City agrees to provide an additional \$515,000 on a "pay-as-you-go" basis. Each year after application of TIF Revenues to the payment of the TIF Notes, the City shall reimburse Developer for reimbursable redevelopment project costs for many additional amounts on deposit in the Special Allocation Fund until such time as the accumulative amount provided pursuant to this Section 7 (B) shall equal \$515,000.

(C) Within ten (10) days of acceptance by the City of a Certification of Reimbursable Redevelopment Project Costs in substantially the same form as Exhibit E attached hereto, the City shall issue, subject to the limitations of Sections 4-7 hereof, endorsements to the TIF Notes evidencing advances for the reimbursement of Reimbursable Redevelopment Project Costs ("Construction Advances") up to the maximum dollar amount of the TIF Notes. Thereafter, the City shall reimburse such Construction Advances which are Reimbursable Redevelopment Project Costs on a "pay-as-you-go" basis as described in 7(B) above. Construction Advances shall be issued no more than once every calendar month. Notwithstanding anything contained in this Agreement to

the contrary, upon the acceptance by the City of a Certification of Reimbursable Redevelopment Project Costs and the issuance by the City of endorsements to the TIF Notes as provided in this Section 7, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund.

#### 8. Special Allocation Fund: Collection and Use of TIF Revenues

(a) Creation of Special Allocation Fund. The City agrees to cause its Treasurer or other financial officer to maintain the Special Allocation Fund. Subject to the requirements of the TIF Act, the City shall promptly, upon receipt thereof, deposit the TIF Revenues into the Special Allocation Fund.

(b) Application of TIF Revenues. The City hereby agrees for the term of this Agreement to apply the TIF Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act, or under successor statutes, to the repayment of TIF Notes and the payment of the additional support on a "pay-as-you-go" basis as provided in Section 7 above and as provided in the Note Ordinance.

(c) Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. The Developer shall supply or cause to be supplied to the City's Office of the Comptroller a completed Tax Increment Financing (TIF) District Quarterly Information Form for each business located within the Redevelopment Area, the form of which is attached hereto as Exhibit F .

9. Maintenance of Area. Developer shall maintain or cause to be maintained all buildings and improvements in the Area which it owns or leases in a reasonably good state of repair and attractiveness, and shall maintain reasonable property and liability insurance. In the event there shall be separately-owned parcels of real estate within the Area during the term of this Agreement, Developer shall cause, by means of covenants running with the land or otherwise, each owner to maintain the buildings and improvements on its parcel in a reasonably good state of repair and attractiveness, and to maintain reasonable property and liability insurance with respect to the same.

10. Representations and Warranties.

A. Representations of the Developer. Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(i) Developer, Emerging Technologies Building II, LLC, a Missouri limited liability corporation, is the duly authorized successor to the Initial Developer, Dorris Building, L.P., a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) The Developer has all necessary power and authority to enter into this Agreement, and to execute and deliver the documents required of the Developer herein, and has complied with all requirements of its operating agreement.

(iii) The Developer has obtained all necessary financing for construction of the Private Projects, acquisition of the TIF Notes, and shall provide any necessary equity funds.

B. Representations of the City. The City makes the following representations and warranties, each of which representations and

warranties is true and correct on the date hereof:

(i) The City is a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

(ii) The City has all necessary power and authority, through its Mayor and Comptroller, to enter into this Agreement, and to execute and deliver the documents and instruments required of the City herein, and has complied with all procedural requirements of its ordinances, its charter and the laws and the Constitution of the State of Missouri.

(iii) The City shall cause the Private Projects to be assessed in accordance with the Constitution and laws of the State of Missouri; provided, however, that nothing contained in this Agreement shall constitute a special agreement with the Developer that the Private Projects will be considered to have an assessed value for purposes of the assessment of ad valorem taxes and payments in lieu of taxes of not less than a prescribed amount.

C. Indemnification. The Developer agrees to indemnify, defend and hold the City, its employees, agents and independent contractors, harmless from and against any and all suits, claims, damages liabilities, costs and/or expenses

arising out of the negligence (including errors and omissions) or willful misconduct of the Developer, its employees, agents or independent contractors or lessees, in connection with the management, development, redevelopment, construction and equipping of the Public Projects and the Private Projects and the adoption and implementation of the Ordinances. The Developer agrees to name the City as an additional insured on its builders risk insurance policies applicable to the Public Projects and the Private Projects and, upon reasonable written request, shall furnish to the City proof of such insurance coverage. The Developer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, and the mayor, aldermen, officers and employees, agents and independent contractors thereof, from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection A of this Section 10. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Developer (and its successors in interest), and the shareholders, directors, officers and agents and independent contractors thereof, harmless from and against any and all liability, loss, damage, claim or expense (including, without limitation, attorneys' fees and court costs) arising out of or in connection with the breach of any of the representations and warranties in subsection B of this Section 10.

11. Non-Compliance. In the event of any violation or breach of any covenant, agreement, restriction, or regulation contained in this Agreement or in the Plan, as may be amended from time to time, by the City or Developer or their successors or assigns as the case may be, the non-breaching party shall give written notice of such violation or breach and the breaching party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof; provided, however, that no such period to

cure any default hereunder shall extend beyond December 31, 2002. Except as provided herein, in the event any breach or violation remains uncured after thirty (30) calendar days from the date of notice, the breaching party, for itself and its successors and assigns, agrees that the non-breaching party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein or in the Plan and for damages resulting therefrom, and in addition, in the event of any such uncured material breach, the City may terminate this Agreement and remove the Developer as the designated developer. The parties, their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Plan. Such legal proceedings, if against the Developer, shall not affect the tax increment financing established in connection with this Agreement or any other property in the Area which has been or is being developed or used in accordance with the provision of this Agreement. The breaching party at all times shall have the right to appeal to the courts from any adverse decision so rendered.

## 12. Miscellaneous Provisions.

A. Conflict of Interest. No member of the Board of Aldermen, or of any branch of the City's government that has any power of review or approval of any of the Developer's undertakings shall participate in any decisions relating thereto which affect such person's personal interests or the interests of any corporation or partnership in which he is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination with respect to such interest by the Board of Aldermen and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

B. Hazardous Substances. The Developer agrees that it will comply with all laws, orders and regulations of any governmental authority regarding Hazardous Materials which are applicable to its use of the Area. Haz Mats includes Hazardous Materials and Substances as defined by

42 USC section 9601, et seq including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the Environmental Requirements, etc.

C. Nondiscrimination. The Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control in the Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Private Projects and any of the facilities under its control in the Area.

D. Fair Employment. Without limiting any of the foregoing the Developer voluntarily agrees to adhere to the Equal Opportunity and Nondiscrimination Guidelines set forth in the Plan and attached hereto and incorporated herein as Exhibit B. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability which would prevent it from complying with its policy set forth in Exhibit B.

E. Employment of City Officials or Employees. In the acquisition, construction, rehabilitation and/or operation of the Private Projects, Developer shall not knowingly employ or contract with any person who is a member of the Board of Aldermen of the City, or is employed by the City in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

F. Cooperation. The City agrees to cooperate with Developer in carrying out the Plan with due diligence and

will perform each and every act required of it under the Plan.

G. Personal Liability. No official or employee of the City or of the Developer shall be personally liable to the other party or any successor in interest or assign of the other party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

H. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other party shall be sufficiently given or delivered if dispatched by registered or certified mail, return receipt requested, or delivered personally:

(i) in the case of the City, to:

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

with a copy to:

St. Louis Development  
Corporation  
1015 Locust Street, Suite 1200  
St. Louis, Missouri 63103  
Attention: Executive Director

(ii) in the case of the Developer, to:

Emerging Technologies Building  
II, LLC  
Manager, Emerging  
Technologies Management  
Corporation  
4041 Forest Park Parkway

St. Louis, MO 63108  
Attention: Marcia Mellitz

or to such other address or person as either party may designate in writing to the other party. Notice shall be deemed given on the date of personal delivery and on the date of receipt marked on the return card for registered or certified mail.

I. Amendments. The terms, conditions and provisions of this Agreement and of the Plan can be neither substantially modified nor eliminated except by mutual agreement between the City and the Developer, its successors and assigns; provided, however, that this Agreement shall be deemed to be and shall be construed as in compliance with the authority conferred upon the City by Sections 99.800-99.865 of the Revised Statutes of Missouri. It is understood that nothing herein to the contrary shall prevent the appropriation by the City of other funds for the purpose of financing or paying for the Public Projects.

J. Term. Except as otherwise provided herein, this Agreement shall remain in full force and effect so long as the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District shall apply to any property in the Area, and at the expiration of the Center for Emerging Technologies Redevelopment Project Area Tax Increment Financing District, and the payment of all costs and the retirement of all TIF Notes and the payment of the additional support on a "pay-as-you-go" basis or other obligations issued to finance the costs of the Public Projects (which in no event shall be later than twenty-three years from the date of adoption of the Plan), this Agreement shall terminate and become null and void.

K. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. Without limiting the generality of the foregoing, upon written notice to the City, this Agreement or any part hereof or interest herein may be assigned at any time to any entity, corporation, individual, joint venture, or partnership before completion of the Private Projects, however if the assignment is to any party which is not an affiliate of or related to the Developer, such assignment may be made only with the prior written consent of the City acting through its Board of Estimate and Apportionment, or after completion of the Private Projects, by the

Developer, subject to the terms and conditions of this Agreement.  
Noncompliance herewith shall cause this Agreement to terminate and be null and void.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed in their respective names and have caused their respective seals to be hereunto affixed and attested as of the date first above written.

**CITY OF ST. LOUIS, MISSOURI**

By:  
Mayor

By:  
Comptroller

[SEAL]

Attest:

Register

Approved as to Form:

City Counselor

**EMERGING TECHNOLOGIES BUILDING II, LLC**

by its sole manager Emerging Technologies Management Corporation

By:

Marcia Mellitz  
President

STATE OF MISSOURI )

) SS.

CITY OF ST. LOUIS )

On this day of , 2000, before me appeared Clarence Harmon, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of St. Louis, Missouri, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted him by law; and said Clarence Harmon acknowledged said instrument to be the free act and deed of said City.

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

My term expires .

(Seal)  
Notary Public

STATE OF MISSOURI )

) SS.

CITY OF ST. LOUIS )

On this day of , 2000, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, Missouri, that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority granted her by law; and said Darlene Green acknowledged said instrument to be the free act and deed of said City.

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

My term expires .

(Seal)  
Notary Public

STATE OF MISSOURI )

) SS.

CITY OF ST. LOUIS )

On this day of , 2000, before me appeared Marcia Mellitz, to me personally known, who, being by me duly sworn, did say that she is the President of Emerging Technologies Management Corporation, sole manager of Emerging Technologies Building II, LLC, and that said instrument was signed and sealed on behalf of said corporation by authority of its manager; and said Marcia Mellitz acknowledged said instrument to be the free act and deed of said corporation.

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

My term expires .

(Seal)  
Notary Public

**EXHIBIT A**  
Redevelopment Area

A portion of City Block 27 with a legal description as follows:

**CET**

Lots 21 to 26 inclusive of the Forest Park Boulevard Subdivision by John Jackson and in Block 3919-W, together fronting 300 feet on the North line of Forest Park Avenue, by a depth Northwardly of 190 feet to an alley and starting 100 feet East of Sarah Avenue.

**Dorris Building**

Lots 27 and 28 of Forest Park Boulevard Subdivision of Block 27 of P. Lindell's Second Addition and in Block 3919-W of the City of St. Louis, Missouri, fronting 100 feet on the North line of Forest Park Avenue, by a depth Northwardly of 180 feet to an alley; bounded on the West by Sarah Street.

**EXHIBIT B**  
Equal Opportunity and Non-Discrimination Guidelines

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, and any entity formed to implement the project of which the Redeveloper is a general partner), its contractors and subcontractors will include a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, the Executive Orders of the Mayor of the City dated December 6, 1984, January 10, 1990, March 31, 1992, and all guidelines herein.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

In the redevelopment of the Area, there shall be maximum utilization of bona fide minority business enterprises ("MBE's") and women business enterprises ("WBE's") and, together with MBE's, "disadvantaged business enterprises" or ("DBE's"). The Redeveloper will set a goal of fifty percent (25%) (MBE participation and five percent (5%) WBE participation under these guidelines. In the event the Redeveloper fails to attain that goal, the Redeveloper may be required to show good cause therefor; provided however, that this requirement will be deemed to have been met when documentation evidences that all available resources (i.e. DBE suppliers, contractors, and subcontractors) willing to perform the work or provide the supplies--at a price which (i) is within the range requested by non-DBE's; or (ii) if higher than that requested by non-DBE's, is attributable to the effects of past discrimination--have been exhausted.

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

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

The Redeveloper agrees that if the redeveloper of the Area creates permanent jobs, it shall enter into an Employment Plan with the Saint Louis Agency on Training and Employment and the LCRA for referral of Jobs Training Partnership Act eligible individuals. Said plan shall specify the number of jobs to be covered by the Employment Plan, the target date for referrals to begin, and the procedure for referral.

### **EXHIBIT C**

(Redevelopment Proposal, as amended and supplemented)

[Copy available for inspection at the City's Office during normal business hours.]

### **EXHIBIT D**

Reimbursable Redevelopment Project Costs

#### Public Costs

#### Project Activity Estimated Cost

1. Surveys, plans & specs \$
2. Professional services \$393,024

Engineering, legal, etc.

3. Property Assembly \$900,000

Acquisition, Demolition, Clearing & Grading

4. Public Works & Improvements \$
5. Financing Costs \$185,316

Capitalized Interest & Related Costs

6. Other Related Development Costs \$

Including Site Construction

7. PILOT Payments \$1,723,680

Total Estimated Public Costs\*\* \$3,202,020

\*\* The obligation of the City of St. Louis is limited to \$978,000 of TIF Notes plus an additional \$515,000 of support on a "pay-as-you-go" basis for these costs.

**EXHIBIT E** (Certification of Reimbursable Redevelopment Project Costs)

TO: Midwest BankCentre, as Fiscal Agent  
2191 Lemay Ferry Road  
St. Louis, Missouri 63125-2435

RE: \$978,000 Tax Increment Revenue Notes (Center for Emerging Technologies)  
Series Agreement and \$515,000 of Additional "Pay-As-You-Go" Support

You are hereby requested and directed as Fiscal Agent under Ordinance No. \_\_\_\_\_ adopted on \_\_\_\_\_, 2000 (the "Ordinance") by the City of St. Louis, Missouri (the "City") to advance moneys in the Project Account of the Project Fund for the payment of the following Reimbursable Redevelopment Project Costs:

Payee Amount Description of Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Ordinance. The undersigned is the Developer under the Redevelopment Agreement dated as of \_\_\_\_\_, 2000 between the City and the Initial Developer, and hereby states and certifies that:

1. Each item listed above is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction, renovation, repairing, equipping and constructing of the Redevelopment Project.
2. These Reimbursable Redevelopment Project Costs have been incurred by the Developer and are presently due and payable or have been paid by the Developer and are payable or reimbursable under the Ordinance and the Redevelopment Agreement.

3. Each item listed above has not previously been paid or reimbursed from moneys in the Project Fund and no part thereof has been included in any other certificate previously filed with the Fiscal Agent.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the work on the Project for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Concept Site Plan.
7. This certificate is accompanied by an opinion of counsel to the Developer that such costs are eligible for reimbursement under the TIF Act.
8. Based on the attached opinion of counsel to the Developer, the costs constitute advances under the Series Agreement Notes.
9. In the event that any cost item to be reimbursed under this certificate is deemed to not constitute a "redevelopment project cost" within the meaning of the TIF Act, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

Dated this day of , 200\_\_.

**EMERGING TECHNOLOGIES BUILDING II, LLC**

by its sole manager Emerging Technologies Management  
Corporation

By:

Marcia Mellitz  
President

Approved for Payment:

CITY OF ST. LOUIS, MISSOURI

Authorized Comptroller Representative\*

By:

**EXHIBIT F**

[Insert Current version of City's TIF District Quarterly Information Form]

<b>Legislative History</b>				
<b>1ST READING</b>	<b>REF TO COMM</b>	<b>COMMITTEE</b>	<b>COMM SUB</b>	<b>COMM AMEND</b>
11/03/00	11/03/00	HUDZ	12/05/00	
<b>2ND READING</b>	<b>FLOOR AMEND</b>	<b>FLOOR SUB</b>	<b>PERFECTN</b>	<b>PASSAGE</b>
12/08/00			12/08/00	12/15/00
<b>ORDINANCE</b>	<b>VETOED</b>	<b>VETO OVR</b>	<b>SIGNED BY MAYOR</b>	
65114			12/21/00	