

St. Louis City Ordinance 65117

FLOOR SUBSTITUTE
BOARD BILL NO. 202 [00]

INTRODUCED BY ALDERMAN Lewis Reed

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO A REDEVELOPMENT AGREEMENT IN
CONNECTION WITH THE PHASED REDEVELOPMENT OF
THE CHOUTEAU/COMPTON REDEVELOPMENT AREA.**

WHEREAS, the Board of Aldermen adopted Ordinance No. 64602 on February 23, 1999 authorizing the execution of a Redevelopment Agreement between the City of St. Louis, Missouri (the "City") and Chouteau Compton, L.L.C., a Missouri limited liability company (the "Developer"), relating to the development of the Chouteau/Compton Redevelopment Area, established pursuant to Ordinance No. 64522, adopted by the Board of Aldermen on February 23, 1999; and

WHEREAS, the City and the Developer have entered into the aforementioned Redevelopment Agreement, and pursuant thereto, the Developer has acquired the parcels comprising the Chouteau/Compton Redevelopment Area and commenced work on the Chouteau/Compton Redevelopment Project; and

WHEREAS, in order to facilitate completion of the Redevelopment Project, the Developer desires to amend the Redevelopment Agreement to provide for the completion of the Redevelopment Project in phases (each, a "Phase") and for the sale or transfer to one or more qualified developers approved by the Tax Increment Financing Commission of the City of St. Louis, Missouri (each, a "Phase Developer") of individual Phases in accordance with the Redevelopment Plan and subject to the terms and conditions of the Redevelopment Agreement, as amended by a First Amendment to Redevelopment Agreement (the "First Amendment to Redevelopment Agreement"); and

WHEREAS, in conjunction with the sale or transfer of Phases to Phase Developers, the Developer desires to provide for the issuance and assignment of TIF Notes to Phase Developers; and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the Revised Statutes of Missouri, as amended, the City is authorized to enter into the First Amendment to Redevelopment Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the First Amendment to Redevelopment Agreement are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement, as amended by the First Amendment to Redevelopment Agreement, are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

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

SECTION 1: The Board of Aldermen finds and determines that it is necessary and desirable to enter into the First Amendment to Redevelopment Agreement with the Developer in order to implement the Redevelopment Plan and Redevelopment Project and to enable the Developer to carry out its Proposal for the redevelopment of the Redevelopment Area.

SECTION 2: The Mayor and Comptroller are hereby authorized and directed to execute, on behalf of the City, the First Amendment to Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the Redevelopment Agreement and to affix the seal of the City thereto. The First Amendment to Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, which First Amendment to Redevelopment Agreement is hereby approved by the Board of Aldermen with such changes therein as shall be approved by the officers of the City executing the same.

SECTION 3: The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such

necessary steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

SECTION 4: Be it further ordained that all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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EXHIBIT A

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Amendment") is made and entered into as of this ____ day of October, 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 Chouteau Compton L.L.C., a limited liability company duly organized and existing under the laws of the State of Missouri (the "Developer").

WITNESSETH:

WHEREAS, the City and the Developer entered into a certain Redevelopment Agreement dated as of March 8, 1999 (the "Redevelopment Agreement"), relating to that certain Redevelopment Plan for the Chouteau/Compton Redevelopment Area dated September 3, 1998 (the "Redevelopment Plan"), pursuant to which the Developer proposed to develop and construct, in cooperation with the City, within the Redevelopment Area, as described in the Redevelopment Plan, a minimum of 200,000 square feet of office or/office/warehouse space (the "Redevelopment Project"); and

WHEREAS, terms defined in the Redevelopment Agreement and used herein shall have the same meaning as so defined; and

WHEREAS, the City has approved the Redevelopment Project as serving a public purpose; and

WHEREAS, the City has agreed to finance a portion of the costs to be incurred in connection with the Redevelopment Project by utilizing tax increment financing in accordance with the Act (as hereinafter defined), and has established the Chouteau/Compton Redevelopment Area (Tax Increment Financing Project) and authorized the issuance and sale of not to exceed \$3,600,000 aggregate principal

amount of tax increment revenue notes (the "TIF Notes") under the auspices of the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"), the proceeds of which are to be used to pay for a portion of the costs of the Redevelopment Project; and

WHEREAS, on December 18, 1998 and February 23, 1999, the City's Board of Aldermen adopted Ordinance No. 64522 and Ordinance No. 64602, respectively, designating the Redevelopment Area as a Redevelopment Area pursuant to the Act, approving the Redevelopment Plan for the Redevelopment Area and authorizing the use of eminent domain by and through the City under the auspices of the Act to acquire certain parcels within the Redevelopment Area, and adopting tax increment financing for the Redevelopment Area (collectively, the "Ordinances"); and

WHEREAS, Work on the Redevelopment Project has commenced, but TIF Notes have not yet been issued by the City; and

WHEREAS, in order to facilitate completion of the Redevelopment Project, the Developer desires to provide, at Developer's option and direction, for the development of the Redevelopment Area in phases (each, a "Phase"), for Developer's designation of Phases (each constituting one or more lawfully subdivided parcels), and for the sale or transfer of ownership of Phases within the Redevelopment Area to other qualified developers (each, a "Phase Developer") approved by the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") and subject to the terms and conditions of the Redevelopment Agreement, as hereby amended; and

WHEREAS, in conjunction with the establishment and sale or transfer of Phases to one or more Phase Developers, Developer desires to provide for the allocation among Phases of Reimbursable Redevelopment Project Costs, which allocation shall be made, if prior to any such sale or transfer, by the Developer, and if subsequent to any such sale or transfer, by the party (the Developer or the Phase Developer) incurring the cost in question, with the approval of the other party; and

WHEREAS, in conjunction with such allocation of Reimbursable Redevelopment Project Costs, Developer desires to provide for the issuance or assignment, at Developer's option, of TIF Notes relating solely to Reimbursable Redevelopment Project Costs incurred in respect of or otherwise properly allocable to each applicable Phase; and

WHEREAS, on _____, the City's Board of Aldermen adopted Ordinance No. _____, amending Ordinance No. 64602 to provide for the phased development of the Redevelopment Project through the sale to Phase

Developers of Phases of the Redevelopment Project, and for the execution and delivery of this First Amendment to Redevelopment Agreement; and

WHEREAS, on _____, the City's Board of Aldermen adopted Ordinance No. _____, amending and restating Ordinance No. 64603 to provide for the issuance and assignment of TIF Notes to Phase Developers; and

WHEREAS, it is the intent of the City and the Developer that the Agreement be amended to implement the foregoing objectives;

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 hereby agree to amend the Redevelopment Agreement as follows:

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

"Amending Ordinance for Phased Development" means Ordinance No. _____ of the City dated _____, pertaining to the phased development of the Chouteau/Compton Redevelopment Area (Tax Increment Financing Project).

"Amending Ordinance for TIF Notes" means Ordinance No. _____ of the City dated _____, pertaining to the issuance and assignment of the TIF Notes.

"Original Purchaser" means one or more members of the Developer and/or one or more affiliates of said members or of the Developer, all as may be identified in the various TIF Notes.

"Phase" means any lawfully subdivided parcel or parcels within the Redevelopment Area which are designated by the Developer as a "Phase" in accordance with the provisions of the Redevelopment Agreement, as hereby amended.

"Phase Developer" means the purchaser or transferee from the Developer of ownership of any one or more parcels comprising a Phase prior to completion of the Phase Work in respect of such Phase.

"Phase Developer TIF Note Purchaser" means one or more members, partners or shareholders of any Phase Developer and/or one or more affiliates of said members, partners or shareholders or of such Phase Developer, all as may be identified in the various TIF Notes.

"Phase Work" means all work necessary to prepare any Phase within the Redevelopment Area and to construct the improvements within such Phase, including, but not limited to all Work applicable to such Phase and provided for or contemplated by the Redevelopment Plan and Exhibit D to the Redevelopment Agreement for the Public Projects in the Redevelopment Area, or reasonably necessary to effectuate the intent of the Redevelopment Agreement.

2. Redevelopment Project.

(a) Project Description. The phrase "office/warehouse space" is hereby deleted from Section 2(B)(i) and (ii) of the Redevelopment Agreement, and the phrase "office or office/warehouse" is hereby substituted in lieu thereof.

(b) Completion Deadline. The date "January 1, 2002" in Section 2(B)(ii) is hereby deleted and the date "January 1, 2003" is hereby substituted in lieu thereof.

(c) Waiver of Developer's Conditions; Commencement of Work. Pursuant to Section 2(B)(x), Developer and the City hereby acknowledge Developer's waiver of all conditions to commencement of the Work and Developer's actual commencement of the Work.

(d) Phased Development of Redevelopment Area. The following new subsections (F) through (N) are hereby added to the end of Section 2 of the Redevelopment Agreement:

(F) Establishment and Designation of Phases. Prior to completion of the Work, Developer shall have the right from time to time to combine and re-subdivide the parcels comprising the Redevelopment Area in accordance with all applicable subdivision ordinances, and Developer shall

have the right to designate one or more such lawfully subdivided parcels as a distinct and separate Phase of the Redevelopment Area. Such designation shall be made by delivery to the City of written notice identifying the Phase by its legal description and the number given to it by the Developer (e.g., "Phase I, "Phase II," etc.) Phases may be designated and any such designation may be amended by the Developer in conjunction with or at any time prior to the sale or transfer of ownership thereof to a Phase Developer in accordance with this Redevelopment Agreement. Parcels within the Redevelopment Area may remain undesignated while owned by the Developer and its permitted transferees prior to completion of the Work.

(G) Selection of Phase Developers. Developer shall have the right from time to time, with the prior written approval of the Executive Director (or acting Executive Director, if applicable) of the St. Louis Development Corporation, to designate a Phase Developer for any Phase of the Redevelopment Project.

(H) Phased Development. Notwithstanding anything to the contrary contained in this Section 2, in lieu of completing the Work for the entire Redevelopment Area, but subject to the remaining provisions of this Redevelopment Agreement, Developer may sell, transfer and convey to any Phase Developer any Phase established by Developer pursuant to this Redevelopment Agreement; provided such Phase Developer shall assume all obligations of the Developer under this Redevelopment Agreement with respect to such Phase, including without limitation completion of the Phase Work for such Phase and delivery of a Certificate of Substantial Completion in the form of Exhibit B attached hereto.

(I) Developer's Allocation of Reimbursable Redevelopment Project Costs for Phases. Developer shall have the right to submit to the City Certifications of Reimbursable Redevelopment Project Costs, each in the form of Exhibit C attached hereto, allocating to any Phase established by the Developer such Reimbursable Redevelopment Project Costs as may be determined by the

Developer in its discretion, and such Certification of Reimbursable Redevelopment Project Costs shall be binding on the Phase Developer. Developer shall have the right in its discretion to allocate and reallocate Reimbursable Redevelopment Project Costs among any Phase or Phases and all or any portion of the Redevelopment Area not then included within a Phase, and any such allocation by Developer shall be binding on each and every Phase Developer; provided, however, no such allocation or reallocation shall impair the validity or enforceability of any TIF Note or TIF Notes then issued and outstanding.

(J) Submission of Phase Developer's Certifications of Reimbursable Redevelopment Project Costs. Each Phase Developer shall have the right, with the approval of the Developer, to deliver to the City Phase Developer's Certification(s) of Reimbursable Redevelopment Project Costs, each in the form of Exhibit D attached hereto, pertaining to any Reimbursable Redevelopment Project Costs incurred by such Phase Developer with the approval of the Developer. The approval by the Developer of any Certification of Reimbursable Redevelopment Project Costs submitted by a Phase Developer shall be evidenced by the Developer's execution of the Phase Developer's Certification of Reimbursable Redevelopment Project Costs where provided.

(K) Obligations and Liabilities of Phase Developers. In acquiring fee simple title to any Phase, the applicable Phase Developer, by operation of this Agreement, shall be obligated to observe and perform each of the covenants of the Developer pertaining to such Phase. Upon the closing of the sale or transfer of any Phase to an approved Phase Developer, Chouteau/Compton, L.L.C. shall remain liable, and such Phase Developer shall become, with the Developer, jointly and severally liable, to the City for the performance of the Developer's obligations under this Agreement (i) relating to the Phase sold or conveyed or to any and all obligations otherwise assumed by the Phase Developer in accordance with this Redevelopment

Agreement, including any and all Phase Work, and (ii) accruing after the effective date of such sale or conveyance. Such obligations and covenants include without limitation, the covenants of the Developer under subsections (C) and (D) of Section 10 of this Redevelopment Agreement.

(L) Quarterly Information. The owner of each Phase within the Redevelopment Area shall submit to the Finance Director a quarterly information report in substantially the form set forth in Exhibit E attached hereto, providing all required information applicable to such Owner's period of ownership of the applicable Phase. Notwithstanding the joint and several liability of the Developer and each Phase Developer under subsection (K) of this Section 2, the City agrees that as to any misrepresentation to the City contained on Exhibit D, Exhibit E, Exhibit F or in any other submission to the City, the only party liable to the City for such misrepresentation shall be the party at fault.

(M) Issuance and Assignment of TIF Notes to Phase Developer TIF Note Purchasers. Any Original Purchaser shall have the right to assign to any Phase Developer TIF Note Purchaser any TIF Note issued to such Original Purchaser. Each Phase Developer shall have the right to cause a TIF Note to be issued to it or to any other Phase Developer TIF Note Purchaser in respect of Reimbursable Redevelopment Project Costs incurred by such Phase Developer and evidenced by a Phase Developer's Certification of Reimbursable Redevelopment Project Costs in accordance with the provisions of this Redevelopment Agreement. Each and every "Surplus" (as defined in the Act) shall be applied toward repayment of interest on and principal of the TIF Notes then held by the Original Purchaser, and in the event no TIF Notes are then held by the Original Purchaser, to the remaining TIF Note holders, all in accordance with the terms and conditions of the TIF Notes, except as otherwise provided by applicable law.

(N) Sale or Transfer of Phases to Other Entities; Additional Restrictions. Notwithstanding anything to the contrary contained in this Redevelopment Agreement, prior to the

discharge and release of Developer and all Phase Developers from their respective obligations under this Redevelopment Agreement and the full and final payment and discharge of all then outstanding TIF Notes, no owner of any parcel within the Redevelopment Area shall convey to any entity which is exempt from ad valorem real estate taxation in the State of Missouri, fee simple ownership of such parcel, or any portion thereof, nor shall any such owner change or seek to change its taxpayer status to that of an exempt entity unless such owner or the purchaser or transferee of such Phase (or portion thereof) shall pay or cause to be paid the principal balance of the TIF Note(s) issued or assigned to such owner or its designee, as the case may be (and all other related obligations accruing in respect of such Phase as to which a TIF Note is subject to issuance in accordance with this Redevelopment Agreement), in such amount as may be required by the City.

3. Certification of Reimbursable Redevelopment Project Costs. Section 7(C)(iii) of the Redevelopment Agreement is hereby deleted and the following is inserted in lieu thereof:

Reimbursable Redevelopment Project Costs for all items other than relocation expenses not in excess of \$250,000.00 which are included in the category of Acquisition Costs (as provided in Exhibit D, Section 2) shall be reflected in endorsements to the applicable TIF Notes only after a contract for Phase Work within the Redevelopment Area has been fully executed by the owner of the Phase (i.e., the Phase Developer or the Developer, as the case may be) and the general contractor and a copy thereof presented to the Finance Director. Such contract shall be a general contract for the construction of improvements within a Phase; provided, however, if the owner of the Phase (i.e., the Phase Developer or the Developer, as the case may be) is to serve as its own general contractor in performing the applicable Phase Work, such requirement may be satisfied by delivery to the Finance Director of other evidence of commencement of said Phase Work, including without limitation, delivery of a copy of at least one contract or subcontract for the performance of labor or the provision of

materials for the Phase Work, fully executed by the owner of the Phase (i.e., the Phase Developer or the Developer, as the case may be) and the contractor or subcontractor, as applicable. Such contract or subcontract, as the case may be, or such qualifying work shall be for the construction of improvements and not merely for site clearance or environmental remediation. Any contract or subcontract presented to the Finance Director in satisfaction of this Section 7(C)(iii) shall be accompanied by a copy of the deed to the real estate comprising the Phase showing the Phase Developer or the Developer, whichever is the "owner" under such contract, to be the owner of such Phase and an affidavit of such party certifying to the City that is the current owner of the Phase.

4. Submission of Quarterly Information Reports. Section 8(F)(iii)(d) of the Redevelopment Agreement is hereby deleted and the following is inserted in lieu thereof:

Supply or cause to be provided for each business within the Redevelopment Area to the Finance Director a quarterly information report in substantially the form set forth in Exhibit E attached hereto.

5. Representations and Warranties. Each party hereby restates and reaffirms each and every representation made by it to the other party in Section 10 of the Redevelopment Agreement.

6. Non-Compliance. Section 11 of the Redevelopment Agreement is hereby deleted and the following is inserted in lieu thereof:

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 Redevelopment Plan, as the same may be amended from time to time, by the City, the Developer or any Phase Developer, or by any of their respective 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 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 to cure, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof. 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 to remedy the breach of any covenant or agreement contained herein or in the Redevelopment Plan and for damages resulting therefrom, and in addition, in the event of any such uncured material breach by the Developer, the City may terminate this Agreement and remove the Developer as the designated developer, and, in the event of any such uncured material breach by the Phase Developer, the City or the Developer may, without terminating this Agreement, remove the Phase Developer as the designated Phase Developer. The parties, their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings for the violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against the Developer or any Phase Developer, shall not affect the tax increment financing established in connection with this Agreement or any other property in the Redevelopment 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.

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IN WITNESS WHEREOF, the City and the Developer have caused this First Amendment to Redevelopment 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

CHOUTEAU COMPTON, L.L.C.

By: _____
Michael J. Barnell
Managing Member

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 Michael J. Barnell, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of Chouteau Compton L.L.C., a Missouri limited liability

company, and that said instrument was signed on behalf of said company by authority of its members; and said Michael J. Barnell acknowledged said instrument to be the free act and deed of said company.

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

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA BOUNDARY

A tract of land in Blocks 2235, 2248, 2249 and 2253, of the City of St. Louis, Missouri, together with portions of Compton Avenue, Chouteau Avenue, Ewing Avenue, and Papin Street, adjoining said Blocks; in the City of St. Louis, Missouri; said tract being more particularly described as follows:

Beginning at the point of intersection of the southern line of Chouteau Avenue, 80 feet wide, with the southern prolongation of the eastern line of Ewing Avenue, 50 feet wide (slant); thence N 74°53' W 477.66 feet along the southern line of said Chouteau Avenue, to an angle point therein; thence continuing N 75°00' W 932.73 feet along the southern line of said Chouteau Avenue, to the southern prolongation of the western line of Compton Avenue, 60 feet wide; thence N 14°59' E 674.50 feet along said prolongation and along the western line of said Compton Avenue, to the western prolongation of the northern line of Lot A, of "CHOUTEAU-COMPTON SUBDIVISION," according to plat recorded in Plat Book 69, Page 42, City of St. Louis Recorder's Office; thence S 65°19'50" E 682.43 feet along said prolongation and along the northern line of said Lot A, to an angle point therein; thence continuing S 72°13'40" E 325.92 feet along the northern line of said Lot A, and its eastern prolongation; thence S 74°00' E 511.28 feet to the northern prolongation of the former Ewing Avenue, 50 feet wide (slant), vacated by Ordinance 44665; thence S 25°27' W 113.67 feet along said prolongation and along the eastern line of said former Ewing Avenue; thence S 51°20'40" E 57.60 feet to a point in the northern line of Papin

Street, 60 feet wide, said point being the most eastern corner of that portion of Ewing/Papin, vacated by Ordinance 44665; thence S 74°53' E 275.35 feet along the northern line of said Papin Street, to the eastern line of Lot 8, in said Block 2253; thence S 15°07' W 60.00 feet along a line perpendicular to the northern line of said Papin Street, to the southern line of said Papin Street; thence N 74°53' W 262.85 feet along the southern line of said Papin Street, to an angle point therein; thence continuing S 81°34'40" W 95.31 feet along the southern line of said Papin Street, to the eastern line of the aforesaid Ewing Avenue; thence S 25°27' W 308.48 feet along the eastern line of said Ewing Avenue and its southern prolongation, to the southern line of said Chouteau Avenue and the point of beginning and containing 866,985 Square Feet, or 19.9032

EXHIBIT B

CERTIFICATE OF SUBSTANTIAL COMPLETION OF PHASE ___ OF THE CHOUTEAU/ COMPTON REDEVELOPMENT AREA

The undersigned is the _____ of _____, the Architect/Engineer for Phase ___ of the Chouteau/Compton Project carried out by _____ (the "Phase Developer"), in accordance with the terms of that certain Redevelopment Agreement dated as of _____, as amended (the "Agreement") between the Chouteau Compton, L.L.C., a Missouri limited liability company, as the "Developer" and the City of St. Louis, Missouri (the "City"). That portion of the Chouteau/Compton Project located on Phase _____ of the Chouteau/Compton Redevelopment has been constructed on the property legally described on Exhibit A to the Agreement.

The undersigned hereby certifies to the Developer, the Phase Developer and the City that: (a) the construction of the improvements located in Phase ___ of Chouteau/Compton Project has been reviewed and found to be substantially complete; (b) the work performed in Phase ___ has been performed in a workmanlike manner and in accordance with the approved plans and specifications; (c) lien waivers for applicable portions of the Work performed in Phase ___ have been obtained; (d) the date of substantial completion of Phase ___ of the Chouteau/Compton Project is the date of this Certificate; and (e) the costs incurred in the substantial completion of Phase ___ of the Chouteau/Compton Project total not less than \$_____.

In witness whereof, the undersigned has duly executed this Certificate on the ___ day of _____, ____.

[NAME OF PROJECT ARCHITECT/ENGINEER]
(SEAL)

By: _____

Title: _____

Attest:

EXHIBIT C

CERTIFICATION OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

(FOR USE BY THE DEVELOPER ONLY; NOT FOR USE BY A PHASE DEVELOPER)

CHECK ONLY ONE OF THE FOLLOWING:

_____ Applicable to entire Redevelopment Area (no Phases yet designated)

_____ Applicable to following Phase or Phases: _____

_____ Applicable to portion of Redevelopment Area not designated as a Phase

CHECK ONLY ONE OF THE FOLLOWING:

_____ Applicable to the Tax - Exempt TIF Note (Series B) only

_____ Applicable to the Taxable TIF Note(s) (Series A) only

TO: _____, Finance Director

St. Louis, Missouri

RE: \$3,600,000 Tax Increment Revenue Notes (Chouteau/Compton Redevelopment Area)

You are hereby requested and directed as Finance Director under Ordinance No. _____ adopted on _____ by the City of St. Louis, Missouri (the "City") to advance moneys in the Project Fund for the payment to _____ of the following Reimbursable Redevelopment Project Costs for the Chouteau/Compton Redevelopment Area:

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 March 17, 2000 between the City and the Developer, as amended, 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 within the Chouteau/Compton Redevelopment Area.
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 Finance Director.
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 Redevelopment 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 approved plans and specifications.

7. The costs constitute advances under the TIF Notes.

8. 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_.

Developer

By:_____

Approved for Payment:

CITY OF ST. LOUIS, MISSOURI

Authorized Comptroller Representative

By:_____

cc: St. Louis Development Corporation

EXHIBIT D

CERTIFICATION OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

(FOR USE BY A PHASE DEVELOPER; DEVELOPER'S APPROVAL REQUIRED)

Applicable to following Phase or Phases:_____

CHECK ONLY ONE OF THE FOLLOWING:

_____ Applicable to the Tax - Exempt TIF Note (Series B) only

_____ Applicable to the Taxable TIF Note(s) (Series A) only

TO: _____, Finance Director

St. Louis, Missouri

RE: \$3,600,000 Tax Increment Revenue Notes (Chouteau/Compton Redevelopment Area)

You are hereby requested and directed as Finance Director under Ordinance No. _____ adopted on _____ by the City of St. Louis, Missouri (the "City") to advance moneys in the Project Fund for the payment to _____ of the following Reimbursable Redevelopment Project Costs for Phase ____ of the Chouteau/Compton Redevelopment Area:

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 Phase Developer of Phase _____ under the Redevelopment Agreement dated as of March 17, 2000 between the City and the Developer, as amended, 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 Phase _____ of the Redevelopment Project within the Chouteau/Compton Redevelopment Area.
2. These Reimbursable Redevelopment Project Costs have been incurred by the Phase Developer and are presently due and payable or have been paid by the Developer or the Phase 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 Finance Director.
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 Redevelopment 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 approved plans and specifications.

7. The costs constitute advances under the TIF Notes.

8. 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 Phase Developer, with the approval of the Developer, shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

9. All representations and warranties hereunder are made by the Phase Developer and not by the Developer.

Dated this day of , 200_.

Phase Developer

By: _____

Approved for Submission: _____

Developer

By: _____

Approved for Payment:

CITY OF ST. LOUIS, MISSOURI

Authorized Comptroller Representative

By: _____

cc: St. Louis Development Corporation

EXHIBIT E

OFFICE OF THE COMPTROLLER

City of St. Louis

Tax Increment Financing District

Quarterly Information Form (Confidential)*

TIF District: Phase ____ of the Chouteau/Compton Redevelopment Area

Quarterly Period: _____

Name of Company: _____

Address:** _____

Home Office: _____

Contact Person: _____

Phone: _____

Earnings tax paid to City during quarterly period: _____

(Business Return Form 234)

Earnings tax withholding paid to City during

quarterly period: *(Form W-10)* _____

Payroll tax paid to City during quarterly period: _____

(Form P-10)

Sales tax paid to State during quarterly period: _____

(Form 53-S.F.MO Dept. Of Revenue Sales Tax Return)

Restaurant Gross Receipts: _____

(City of St. Louis Gross Receipts Tax Report)

* This information will not be part of any public record.

** INFORMATION IS REQUIRED FOR THIS SPECIFIC LOCATION ONLY. DO NOT COMBINE WITH ANY OTHER LOCATION

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
11/03/00	11/03/00	HUDZ	12/05/00	
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
12/08/00			12/15/00	12/15/00
ORDINANCE	VETOED	VETO OVR	SIGNED BY MAYOR	
65117			12/28/00	