

ORDINANCE #65490
Board Bill No. 357

An ordinance providing for mutual emergency and fire protection services between certain cities, counties, villages, municipalities and fire protection districts in the State of Illinois and the City of St. Louis; authorizing the Director of Public Safety and the Fire Chief to contract with such entities, providing for the terms and conditions thereof, and containing an emergency clause.

WHEREAS, in order to enhance the public safety and welfare of people within the City of St. Louis and the State of Illinois, it is found desirable for certain cities, counties, villages, municipalities and fire protection districts within Illinois and within close proximity to the City of St. Louis to respond to requests from each other during emergencies, such as fires, emergency medical incidents, rescue incidents, hazardous materials occurrences and natural disasters.

WHEREAS, pursuant to Section 70.210 to 70.230, inclusive, of the Revised Statutes of Missouri, as amended, municipalities in the State of Missouri may contract and cooperate with entities from other states for a common service;

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

SECTION ONE. The City of St. Louis, acting by and through its Department of Public Safety and Fire Department, is hereby authorized to contract with cities, counties, villages, fire protection districts or municipalities in the State of Illinois and that are in close proximity to the City of St. Louis, effective upon the passage and approval of a like ordinance or resolution by the legislative bodies of any of said entities, for the interchange of service of the fire departments of said cities and fire protection districts respectively, upon the terms and conditions herein contained.

SECTION TWO. The Fire Department of the City of St. Louis shall respond to fire alarms or requests for assistance in life or property threatening situations, on call to any of the said cities and fire protection districts, and the fire departments of those cities and fire protection districts shall respond to fire alarms or emergencies on call in any part of the City of St. Louis and to include such areas under the form of mutual aid for fire protection service. The obligation of the parties hereto shall be limited to responding to emergencies and fire alarms and providing assistance only to the extent that equipment and personnel are reasonably available to provide assistance or as otherwise limited by provisions herein.

SECTION THREE. Mutual aid agreements executed pursuant to this Ordinance may be terminated only upon sixty day notice to the other party.

SECTION FOUR. Execution of Agreement. Pursuant to enactment of this ordinance the Director of Public Safety, Fire Chief and Comptroller are hereby authorized and directed on behalf of the City of St. Louis, to sign their names in their respective offices to mutual aid plan agreements consistent with this Ordinance and to deliver executed copies attested by the City Register to the aforesaid other parties. The city counselor's office shall review and approve all mutual aid agreements.

SECTION FIVE. The consideration for the service of the Fire Department of each party hereto shall be the service given for the protection of the lives and property in the cities, counties, villages and fire protection district. No compensation shall accrue or be paid by either party for the service of the fire departments of the other parties hereto except if reimbursement is allowed by any federal or state law.

SECTION SIX. None of the cities, counties, villages, municipalities and fire protection districts shall be liable to the other for failure to respond to any call by the other or for delay or negligence or mistake in receiving or responding to any call. This Ordinance shall not be interpreted as being for the benefit of any person, firm or corporation not a party hereto.

SECTION SEVEN. None of the cities, counties, villages, municipalities and fire protection districts shall be liable by virtue of this ordinance to any fireman, official or employee of the other, nor shall any fireman, official or employee be considered, for any purpose, a fireman, official or employee other than the one by which he is regularly employed.

SECTION EIGHT. In case of loss or damage to the equipment or property of any party while responding to fire alarms, such loss or damage shall be borne by the city, county, village, municipality or fire protection district owning such equipment or property.

SECTION NINE. Except as otherwise provided for in this Ordinance, when the respective fire department responds to an alarm in other cities, counties, villages, municipalities or fire protection districts it shall, during the time that its equipment and personnel are in said cities, counties, villages, municipalities or fire protection districts, have the same status and be subject to and protected by all of the laws and ordinances of said municipalities and fire protection districts that have application to such municipalities and fire protection districts except as otherwise provided under Section 70.837 R.S.Mo.

SECTION TEN. Mutual Aid. Mutual aid plans shall include the following functions: (1) immediate joint response of several fire departments to alarms of emergencies and fires from high risk properties and requests for assistance in life threatening or property threatening situations, (2) response from the communities to alarms adjacent to the boundaries between fire department areas, (3) covering of vacated territories by outside departments when the resources of the local department are engaged to the extent that its ability to furnish adequate protection for subsequent fires has been reduced, (4) provision of additional units to assist at major fires or emergencies that may be too great for the local department to handle efficiently, and (5) the provision of specialized types of equipment not available in adequate quantity locally. While within the area of the notifying party, such fire departments, its equipment and personnel shall be under the command of the ranking officer then present of the notifying party within whose area

such fire or other occurrence is located, for all purposes relating thereto. However, if at the time of such notification there is then any situation within the area of the party notified, which in the judgment of its Senior Officer then present requires that some or all of its fire department equipment and personnel remain within the area of such notified party by reason of any such situation, such Senior Officer shall so notify the person calling for aid hereunder, and the notified party may retain and not send such of its fire department, equipment and personnel as is so needed or if after responding, the Senior Officer of the responding department, after consulting with the incident commander, may withdraw some or all of his resources as he deems necessary.

SECTION ELEVEN. In the event any word, words, phrase, phrases, sentence, sentences, paragraph, paragraphs, section or sections contained and appearing in this Ordinance shall be held or declared to be invalid, unlawful or unconstitutional for any cause or reason, then it is hereby declared that the remaining such portions and provisions of this Ordinance shall be and remain unaffected thereby and shall remain in full force and effect.

SECTION TWELVE. This Ordinance being necessary for the preservation of the public health, safety and welfare, is hereby declared to be an emergency ordinance under Article IV Sections 19 and 20 of the City Charter and it shall take effect and be in full force immediately upon its approval by the Mayor.

Approved: April 1, 2002

**ORDINANCE #65491
Board Bill No. 360
Floor Substitute**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Dodier Avenue by blocking said traffic flow at the east curb line of Spring Avenue, and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Dodier Avenue at the east curb line of Spring Avenue.

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

Approved: April 1, 2002

**ORDINANCE #65492
Board Bill No. 361**

An Ordinance recommended and approved by the Board of Estimate and Apportionment pertaining to health care services, authorizing and directing the Comptroller of the City of St. Louis, on behalf of the City, to enter into an Agreement with St. Louis ConnectCare to provide health care services, appropriating one million five hundred thousand dollars for said services and containing an emergency clause.

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

SECTION ONE. The Comptroller of the City of St. Louis is hereby authorized and directed to enter into an Agreement with St. Louis ConnectCare to provide health care services. Said Agreement is attached hereto as Exhibit One and is made a part hereof.

SECTION TWO. There is hereby appropriated one million five hundred thousand dollars to ConnectCare from local use tax receipts accruing to Fund 1110, Health Care Trust Fund, pursuant to Ordinance 65121 for the purpose of providing health care services within the City of St. Louis, as required under said Agreement.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: April 1, 2002

**ORDINANCE #65293
Board Bill No. 20**

An ordinance authorizing the City of St. Louis to let contracts and provide for design, construction, material, equipment, employ labor and consultants, pay salaries, fees, and wages, acquire real property interests, enter into supplemental agreements with the Missouri Highway and Transportation Department, Federal Highway Administration, Railroads, Utilities, Bi-State Development Agency and other Governmental Agencies, and otherwise provide for the design, and construction for the following projects:

Reconstruction of North Kingshighway / Lindell to Penrose Ave.
Reconstruction of Bircher Blvd./ Kingshighway to Riverview Blvd.

and appropriate the estimated cost of Two Million Two Hundred Thousand Dollars (\$2,200,000.00), of which the City's share is Five Hundred Thousand (\$500,000.00) from the funds in the Federal Aid to Urban Program Match Share Fund established by Ordinance 56931 and Federal Highway Administration's Transportation Equity Act for the 21st Century (T-21) Surface Transportation Programs, containing sections for description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

Section One. The Board of Public Service is hereby authorized and directed to let contracts, provide for the design, construction, material and equipment, employ labor and consultants, pay salaries, fees and wages, acquire real property interests, enter into supplemental agreements with Railroads and Utilities, St. Louis Development Cooperation and other public entities, and otherwise provide for the design and the construction of the projects listed as follows:

Reconstruction of Kingshighway – Lindell to Penrose Ave.
Reconstruction of Bircher – Kingshighway to Riverview Blvd.

Section Two. The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

Section Three. The cost of the work is estimated to be Two Million Two Hundred Thousand Dollars (\$2,200,000.00). Five Hundred Thousand Dollars (\$500,000.00) from the funds in the Federal Aid to Urban Program Match Share Fund established by Ordinance 56931 and Federal Highway Administration's Transportation Equity Act for the 21st Century (T-21) Surface Transportation Programs, is hereby appropriated to be used for this project. Said improvement shall be contracted and done in parts as funds are accrued in this Match Share Fund and are adequate to pay the City's share of the cost.

Section Four. The Comptroller of the City of St. Louis hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized to receive and disburse grant funds in accordance with the Intermodal Transportation Equity Act for the 21st Century, upon the signature and certification of vouchers, by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund Ordinance 56931.

Section Five. All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages in the City of St. Louis, as determined by the Federal Davis-Bacon Act and the Department of Labor and Industrial Relations of the State of Missouri (Section 290.210 through 290.340 RSMo 1980) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. All contract let in connection with the construction provided for herein shall be subject to, and in conformance with all statutes of the State of Missouri and the Charter and code of the City of St. Louis.

Section Six. The Board of Public Service of the City of St. Louis is hereby authorized to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, Railroads, Bi-State Development Agency, Utilities and other governmental agencies for the projects hereinbefore mentioned.

Section Seven. The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this ordinance. Funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund Ordinance 56931.

Section Eight. All specifications approved by the Board of Public Service and contracts let under authority of this ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE utilization except when otherwise superseded or prohibited by federal or state regulations.

Section Nine. All advertisement for bids pursuant to this ordinance shall be subject to Section 8.250, RSMO, 1980.

Section Ten. This being an Ordinance providing for public work or improvements, an emergency is hereby declared to exist within the meaning of Section Twenty, Article Four of the Charter of the City of St. Louis, and this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: May 1, 2002

ORDINANCE #65494
Board Bill No. 252

An ordinance pertaining to the regulation of traffic speed along Kingshighway Boulevard between Lillian Avenue and West Florissant Avenue; containing an emergency clause.

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

SECTION ONE. Notwithstanding any ordinance to the contrary, the posted maximum speed for all vehicles, day and night, along Kingshighway Boulevard, between Lillian Avenue and West Florissant Avenue shall be twenty (20) miles per hour. The Director of Streets shall post appropriate signs along Kingshighway Boulevard between Lillian Avenue and West Florissant Avenue to indicate this maximum traffic speed limit.

SECTION TWO Emergency clause.

This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the mayor.

Approved: May 1, 2002

ORDINANCE #65495
Board Bill No. 292

An ordinance approving a Redevelopment Plan for the 1234-36 S. Vandeventer Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated November 27, 2001 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the existence of eminent domain; finding that the property within the Area is **unoccupied**, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the city to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the city of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 1234-36 S. Vandeventer Avenue Area, dated November 27, 2001, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Section 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 1234-35 S. Vandeventer Avenue Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated November 27, 2001 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain.

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area of any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth there in and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises (“MBE’s”) and Women’s Business Enterprises (“WBE’s”) will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the city, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

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

SECTION FOURTEEN. A Redeveloper may not seek ten-(10) year real estate tax abatement pursuant to Sections 99.700 – 99.715, Revised Statutes of Missouri 1994, as amended, upon applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created:

SECTION FIFTEEN. Any proposed modification, which will substantially change the Plan, must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT “A”

**1234-36 S. Vandeventer Ave., AREA
LEGAL DESCRIPTION**

C.B. 5006 Vandeventer
50 Ft X 152 Ft 7 1/8 in
151 Ft 11 ¼ in
Chas Gibbons Addr
Block 1 Lot 15 & 16
5006-00-0040
1234-36 S. Vandeventer

EXHIBIT "B"
Form: 10/03/01

BLIGHTING STUDY AND PLAN
FOR THE
1234-36 S. Vandeventer Ave. AREA
PROJECT #9356
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
November 27, 2001

MAYOR
FRANCIS SLAY

**BLIGHTING STUDY AND PLAN FOR
1234-36 S. Vandeventer Ave. AREA**

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EXHIBITS

- "A" LEGAL DESCRIPTION
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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 1234-36 S. Vandeventer Ave Area ("Area") encompasses approximately 0.18 acres in McRee Town Neighborhood of the City of St. Louis ("City") and is located on the east side of South Vandeventer with Talmadge Ave. to the South and Chouteau Ave. to the north.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 5006. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.6 % unemployment rate for the City as of September, 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied commercial building

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for commercial purposes

Residential density for the surrounding neighborhoods is approximately 6.88 persons per acre.

5. CURRENT ZONING

The Area is zoned "K" Unrestricted District, pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive commercial uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial uses permitted in Areas designated "K" Unrestricted District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, x-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "K" Unrestricted District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 2 to 4 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

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

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive commercial asset to the surrounding neighborhood.

b. **Urban Design Regulations**

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

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, material, set back, profile and site layout.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

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

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

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

New wall signs shall not obstruct any architectural building elements, and shall project no more than eighteen (18) inches from the face of the building: **Upper Level** signage shall be located just below or above the top floor windows facing in any direction regardless of street orientation, shall not exceed 2% of the area of the façade on which it appears nor have letters more than one foot in height for each ten foot (10') of building height provided that the maximum shall be ten foot (10') high letters (i.e. maximum sign letter height on a fifty foot (50') high building shall be five feet (5')). **Pedestrian level** signage shall be below the second floor window sill of a structure and/or above the store front windows or on the sides of building perpendicular to the street. The total pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed and are placed neatly within the window or door opening. Signage on awnings may be located on the sloping portion of the canvas awning, on the front of a canopy or on the awning valance. In no case shall signage be allowed on both an awning and a building for the same business. Logos and graphic elements may be up to ten (10) sq. ft. in size (depending on the size of the awning), while names or brand copy shall be in proportion to the size of the awning, but in no case shall lettering be more than twelve inches (12") high.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

LCRA.

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the development of the Area will be borne by the Redeveloper.

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

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain or otherwise.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1986) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

Redevelopers may not seek real estate tax abatement pursuant to sections 99.700 – 99.715, Revisions Statute of Missouri 1994 as amended

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**1234-36 S. Vandeventer Ave. AREA
LEGAL DESCRIPTION**

C.B. 5006 Vandeventer
50 Ft X 152 Ft 7 1/8 in
151 Ft 11 1/4 in
Chas Gibbons Addr
Block 1 Lot 15 & 16
5006-00-0040
1234-36 S. Vandeventer

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION 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, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper 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.

The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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 shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: May 1, 2002

ORDINANCE #65496
Board Bill No. 306

An ordinance approving a Redevelopment Plan for the 4360 Olive Street Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated December 18, 2001, for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4360 Olive Street Area", dated December 18, 2001, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive) described in Exhibit "A", attached hereto and incorporated herein, known as the 4360 Olive Street Area ("Area").

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated December 18, 2001 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or otherwise.

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant

to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

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

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

SECTION FOURTEEN. The Redeveloper may seek ten (10) year tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District. In lieu of the ten (10) year abatement outlined above, a redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

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

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved.

Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**THE 4360 OLIVE STREET AREA
LEGAL DESCRIPTION**

CB 4581N Olive Street, 55 ft. by 155 ft., Fullerton Add'n., bnd n. Olive St., e U.E.L.P Co., s alley w St. L. Soc. C Children. **(4581-05-00090)**

**EXHIBIT "B"
FORM: 12/20/01**

**BLIGHTING STUDY AND PLAN
FOR
THE 4360 OLIVE STREET AREA
PROJECT #9367
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
DECEMBER 18, 2001**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR
THE 4360 OLIVE STREET AREA**

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4360 Olive Street Redevelopment Area ("Area") consists of one unoccupied split-use/residential building on land totaling approximately 0.19 acre in the Central West End neighborhood of the City of St. Louis ("City"). The Area is in the block bounded by N. Boyle Avenue on the east, Newstead Avenue on the west, Olive Street on the north and Westminster Place on the south.

The legal description for the area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Block 4581.05 and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.8% unemployment rate for the City as of August, 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include one unoccupied, split-use/residential building in poor condition.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are generally residential. Residential density for the surrounding neighborhoods is approximately 12.23 persons per acre.

5. CURRENT ZONING

The Area is zoned "G" Local Commercial & Office District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of this deteriorated structure.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are commercial/residential uses permitted in Areas designated "G" Local Commercial & Office by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "G" Local Commercial & Office District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area may remain "G" Local Commercial & Office District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No permanent new jobs will be created if the Area is developed in accordance with this Plan.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

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

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be rehabilitated so it is an attractive split-use/residential structure within the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation of the existing structure shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design of the building.

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees. Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs. Existing, non-scrub trees shall be retained.

9. PARKING REGULATIONS

Parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than

twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises. New wall signs shall not obstruct any architectural building elements, shall be placed only those sides of buildings fronting on public or private streets, shall project no more than eighteen (18) inches from the face of the building, shall not extend above the second floor window sill of the structure, and the total sign area shall be the lesser of either fifty (50) square feet or ten percent (10%) of the ground floor wall surface fronting on such streets. Only one sign per business per wall facing on a public or private street shall be permitted. In addition, one identification sign up to ten (10) sq. ft. in size may be placed on a wall facing a parking area or open space, provided the LCRA confirms that such a sign is required.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed. Signage on awnings is limited to awning valance. In no case shall signage be allowed on both an awning valance and a building for the same business.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the Area.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this plan by ordinance and completed within approximately three (3) years of approval of this Plan by ordinance. The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the development of the Area will be borne by the Redeveloper.

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

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. **The LCRA may acquire any property in the Area by the exercise of eminent domain or otherwise.**

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1994) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper shall hereby be entitled to ad valorem tax abatement benefits for a period not to exceed ten (10) years from the commencement of such tax abatement. A Redeveloper may seek such tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof. All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the area, or other items which alter the nature or intent of this plan. This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

THE 4360 OLIVE STREET AREA LEGAL DESCRIPTION

CB 4581N Olive Street, 55 ft. by 155 ft., Fullerton Add'n., bnd n. Olive St., e U.E.L.P Co., s alley w St. L. Soc. C Children. **(4581-05-00090)**

See attached Exhibits B, C & D

**EXHIBIT E
FORM: 05/26/99**

EQUAL OPPORTUNITY AND NONDISCRIMINATION 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, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper 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.

The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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.

Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

ORDINANCE #65497
Board Bill No. 308

An ordinance approving a Redevelopment Plan for the 4924 Odell Street Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated December 18, 2001, for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4924 Odell Street Area", dated December 18, 2001, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive) described in Exhibit "A", attached hereto and incorporated herein, known as the 4924 Odell Street Area ("Area").

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated December 18, 2001 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire no property in the Area by the exercise of eminent domain.

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant

to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

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

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

SECTION FOURTEEN. The Redeveloper may seek ten (10) year tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District. In lieu of the ten (10) year abatement outlined above, a redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

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

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved.

Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

EXHIBIT "A"

**THE 4924 ODELL STREET AREA
LEGAL DESCRIPTION**

CB 4068E Odell, 50 ft. by 182 ft. 7 in., Reber Subd'n., lot E. 31. (4068-03-00220)

**EXHIBIT "B"
FORM: 12/10/01**

**BLIGHTING STUDY AND PLAN
FOR
THE 4924 ODELL STREET AREA
PROJECT #9368
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
DECEMBER 18, 2001**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR
THE 4924 ODELL STREET AREA**

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- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN
- "C" PROPOSED LAND USE
- "D" ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4924 Odell Street Redevelopment Area ("Area") consists of one vacant lot totaling approximately 0.20 acre in the Southwest Garden neighborhood of the City of St. Louis ("City"). The Area is in the block bounded by S. Kingshighway Boulevard on the east, Hereford Street on the west, Odell Street on the north and Arsenal Street on the south.

The legal description for the area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Block 4068E and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.8% unemployment rate for the City as of August, 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include one vacant lot.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are generally residential. Residential density for the surrounding neighborhoods is approximately 11.48 persons per acre.

5. CURRENT ZONING

The Area is zoned "B" Two-Family Dwelling District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of this vacant lot.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two-Family Dwelling by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "B" Two-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area may remain "B" Two-Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No permanent new jobs will be created if the Area is developed in accordance with this Plan.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

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

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be constructed so it is an attractive residential structure within the surrounding neighborhood.

b. Urban Design Regulations

Any new structure shall respect the surrounding exteriors in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design of surrounding buildings.

c. Landscaping

The property shall be well landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees. Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs. Existing, non-scrub trees shall be retained.

9. PARKING REGULATIONS

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

When feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line.

Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance. The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the development of the Area will be borne by the Redeveloper.

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

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. **The LCRA may acquire no property in the Area by the exercise of eminent domain.**

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1994) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**1. LAND USE**

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof. All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A"

**THE 4924 ODELL STREET AREA
LEGAL DESCRIPTION**

CB 4068E Odell, 50 ft. by 182 ft. 7 in., Reber Subd'n., lot E. 31. (4068-03-00220)

See attached Exhibits B, C & D

EXHIBIT E
FORM: 05/26/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION 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, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper 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.

The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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.

Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: May 1, 2002

ORDINANCE #65498
Board Bill No. 338

AN ORDINANCE AFFIRMING ADOPTION OF A REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH NEAR SOUTHSIDE IMPROVEMENT CORPORATION; PRESCRIBING THE FORM AND DETAILS OF SAID AGREEMENT; AND AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION WITH THE REDEVELOPMENT OF CERTAIN PROPERTY WITHIN A REDEVELOPMENT AREA.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"); and

WHEREAS, the TIF Commission is duly constituted according to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"), and is authorized to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, at the direction of the Board of Aldermen, staff and consultants have prepared a plan for redevelopment titled "Amended Lafayette Square Historic District TIF Redevelopment Plan" dated October 19, 2001, as further amended (the "Redevelopment Plan"), for an area generally bounded by Chouteau Avenue on the North, the alley between Dolman and Grattan Streets on the East, Kennett Place on the South, and Mississippi Avenue and Mackay Place on the West (the "Redevelopment Area"), which Redevelopment Area is more fully described in the Redevelopment Plan; and

WHEREAS, Near Southside Improvement Corporation (the "Developer"), in response to the City's solicitation of proposals from developers, submitted its development proposal dated October 19, 2001, (the "Redevelopment Proposal"), for redevelopment of the Redevelopment Area; and

WHEREAS, on October 31, 2001, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act, and received comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, the Redevelopment Project and the Redevelopment Proposal; and

WHEREAS, on December 21, 2001, after due consideration of the TIF Commission's recommendations and after proper notice of certain amendments to the proposed redevelopment plan that did not enlarge the exterior boundaries of the Redevelopment Area and do not substantially affect the general land uses established in the Redevelopment Plan or substantially change the nature of the Redevelopment Project identified in the Redevelopment Plan, the City adopted Ordinance No. 65380 (the "Approving Ordinance"), which Approving Ordinance (i) designated as a "redevelopment area" a certain portion of the City (the "Redevelopment Area"), (ii) approved a redevelopment plan entitled "Amended Lafayette Square Historic District TIF Redevelopment Plan" (the "Redevelopment Plan"), (iii) approved the redevelopment project described in the Redevelopment Plan (the "Redevelopment Project"), (iv) adopted tax increment allocation financing within the Redevelopment Area, and (v) established the "Lafayette Square Historic District Special Allocation Fund" for the Lafayette Square Historic District Redevelopment Project" all as set forth in the Approving Ordinance and in accordance with the requirements of the Act; and

WHEREAS, pursuant to the TIF Act, the City is authorized to enter into a Redevelopment Agreement (the "Redevelopment Agreement") with the Developer setting forth the respective rights and obligations of the City and the Developer with regard to redevelopment of the Redevelopment Area; and

WHEREAS, the Board of Aldermen hereby determines that: (1) acceptance of the Redevelopment Proposal, as amended, revised, clarified and articulated in the Redevelopment Agreement; and (2) redevelopment of the Redevelopment Area; and (3) acceptance and execution of the Redevelopment Agreement are necessary and advisable and 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 and the TIF Act.

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

Section 1. The Board of Aldermen hereby ratifies and confirms its adoption of the Redevelopment Plan and Redevelopment Project. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with the Developer in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for development of the Redevelopment Project.

Section 2. The Board of Aldermen hereby approves, and the Mayor and Comptroller are hereby authorized and directed to execute, on behalf of the City, the 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 Redevelopment Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes therein as shall be approved by the officers of the City executing the same and as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper

in order to carry out the matters herein authorized.

Section 3. The Mayor and Comptroller or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor and Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Section 4. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 5. Be it further ordained that all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Board of Aldermen
Approved: Date: _____

Vice President, Board of Aldermen

Mayor

Truly Engrossed and Enrolled

Chairman

EXHIBIT A

Form of Redevelopment Agreement

(Attached hereto.)

**REDEVELOPMENT AGREEMENT
Between the
CITY OF ST. LOUIS, MISSOURI
And
NEAR SOUTHSIDE IMPROVEMENT CORPORATION**

**Dated as of
_____, 2002**

LAFAYETTE SQUARE HISTORIC DISTRICT REDEVELOPMENT PROJECT

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EXHIBIT F Parcels Subject to Eminent Domain

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this ____ day of _____, 2002, by and between the **CITY OF ST. LOUIS, MISSOURI** (the “*City*”), a body corporate and political subdivision

duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and **NEAR SOUTHSIDE IMPROVEMENT CORPORATION**, (the “Developer”), a not-for-profit corporation duly organized and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

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

B. On December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”); and

C. The TIF Commission is duly constituted according to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”), and is authorized to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

D. At the direction of the Board of Aldermen, staff and consultants prepared a plan for redevelopment titled “Amended Lafayette Square Historic District TIF Redevelopment Plan” dated October 19, 2001 (the “Redevelopment Plan”), for an area generally bounded by Chouteau Avenue on the North, the alley between Dolman and Grattan Streets on the East, Kennett Place on the South, and Mississippi Avenue and MacKay Place on the West (the “Redevelopment Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

E. The Developer, in response to the City’s solicitation of proposals from developers, submitted its Redevelopment Proposal, as defined herein (the “Redevelopment Proposal”), for redevelopment of the Redevelopment Area; and

F. On October 31, 2001, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act and received comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, the Redevelopment Project and the Redevelopment Proposal; and

G. On December 21, 2001, after due consideration of the TIF Commission’s recommendations and after proper notice of certain amendments to the proposed redevelopment plan that did not enlarge the exterior boundaries of the Redevelopment Area and do not substantially affect the general land uses established in the Redevelopment Plan or substantially change the nature of the Redevelopment Project identified in the Redevelopment Plan, the City adopted Ordinance No. 65380, which (i) designated as a “redevelopment area” a certain portion of the City (the “Redevelopment Area”), (ii) approved the Redevelopment Plan, (iii) approved the redevelopment project described in the Redevelopment Plan (the “Redevelopment Project”), (iv) adopted tax increment allocation financing within the Redevelopment Area, and (v) established the Special Allocation Fund, as defined herein, all as set forth in Ordinance No. 65380 and in accordance with the requirements of the Act; and

H. On _____, 2002, the City adopted Ordinance No. _____ [Board Bill No. _____] authorizing the City to enter into a Redevelopment Agreement with the Developer.

I. Pursuant to provisions of the TIF Act and Ordinance No. 65380 and Ordinance No. _____, [Board Bill No. _____] the City is authorized to enter into this Agreement to pay for certain Redevelopment Project Costs incurred by the Developer in furtherance of the Redevelopment Plan and the Redevelopment Project, and to allocate certain TIF Revenues to the payment of such Redevelopment Project Costs.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

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

“*Acquisition Costs*” means all costs of acquiring the Property, including, but not limited to the cost of land and improvements; brokerage commissions; costs of title commitments, reports or policies; surveys; engineering fees, environmental remediation, soil, hazardous waste and other site and property-related reports and expenses; appraisals; professional fees of any kind or nature, including attorneys’ fees, filing fees, recording fees, experts’ fees; and all litigation costs, including commissioners’ awards, judgments, payments in settlement of litigation, and all associated court costs, fees and expenses.

“*Act*” or “*TIF Act*” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

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

“*Approving Ordinances*” means Ordinance Nos. 65380 and Ordinance No. _____ [Board Bill No. _____], designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, adopting tax increment allocation financing within the Redevelopment Area, establishing the Special Allocation Fund, and authorizing the City to enter into a Redevelopment Agreement with Developer.

“*Available Revenues*” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account and (b) subject to annual appropriation, the EATS Account within the Special Allocation Fund. Available Revenues do not include any amount paid under protest until such protest is withdrawn or resolved against the taxpayer and any sum received by the City that is the subject of a suit or other claim communicated to the City, which suit or claim challenges the collection of such sum.

“*Board of Aldermen*” means the Board of Aldermen of the City.

“*Bond Counsel*” means Armstrong Teasdale 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.

“*Certificate of Reimbursable Redevelopment Project Costs*” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“*Certificate of Substantial Completion*” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated herein by reference, delivered by the Developer to the City in accordance with this Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to implement and construct the Work in each of Phase I, II, and III as set forth and described in the Redevelopment Plan and this Agreement.

“*City*” means 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.

“*Concept Site Plan*” means the Lafayette Square Neighborhood Urban Plan dated October 2001, depicting the conceptual program for construction of the Work, which plan is attached as Appendix 3 to the Redevelopment Plan.

“*Construction Plans*” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work in accordance with the Concept Site Plan, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with and as required by this Agreement.

“*Developer*” means Near Southside Improvement Corporation, a not-for-profit corporation duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

“*Economic Activity Taxes*” or “*EATs*” shall have the meaning ascribed to such term in Section 99.805(4) of the Act.

“*Governmental Approvals*” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project related to the Redevelopment Area and consistent with the Redevelopment Plan, the Concept Site Plan, the Redevelopment Proposal and this Agreement.

“*Issuance Costs*” means all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of planning consultants), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“*Note Ordinance*” means any ordinance(s) of the City authorizing the issuance of the TIF Obligations, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

“*Payments in Lieu of Taxes*” or “*PILOTs*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Phase or Phases*” means construction of a functional portion of the Work in three stages as set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“*Project Fund*” means the Lafayette Square Project Fund created in **Section 4.3** of this Agreement.

“*Property*” means that portion of the real property (including but not limited to all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area, necessary for the implementation of the Redevelopment Project.

“*Redevelopment Area*” means the area described in **Exhibit A**, attached hereto and incorporated herein by reference, comprising approximately nine contiguous parcels of real property.

“*Redevelopment Plan*” means the plan titled “*Amended Lafayette Square Historic District TIF Redevelopment Plan*,” as approved by the City on December 21, 2001, pursuant to Ordinance No. 65380, as such plan may from time to time be amended in accordance with the TIF Act.

“*Redevelopment Project*” means the redevelopment project contemplated by the Redevelopment Plan, the Redevelopment Proposal and this Agreement.

“*Redevelopment Project Costs*” shall have the meaning ascribed to such term in Section 99.805(14) of the TIF Act.

“*Redevelopment Proposal*” means the document on file with the City and incorporated herein by reference, titled “*Near Southside Improvement Corporation TIF Application*,” submitted by the Developer to the City on September 12, 2001, as amended by and subject to the provisions of the Redevelopment Plan, the Concept Site Plan and this Agreement.

“*Reimbursable Redevelopment Project Costs*” means those Redevelopment Project Costs as described in **Exhibit B**, attached hereto and incorporated herein by reference, for which the Developer is eligible for reimbursement in accordance with this Agreement.

“*Relocation Plan*” means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, Special Allocation Fund for the Lafayette Square Historic District Redevelopment Project, created by Ordinance No. 65380 in accordance with the TIF Act, and including the sub-accounts into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“*TIF Commission*” means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

“*TIF Obligations*” means bonds, notes or other obligations, singly or in series, issued by the City pursuant to the TIF Act and in accordance with this Agreement.

“*TIF Revenues*” means: (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 located within 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 City’s Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year ended December 31, 2000, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, in accordance with Section 99.845.3 of the TIF Act, as may be amended from time to time.

“*Work*” means all work necessary to prepare the Property and to construct or cause the construction of the Redevelopment Project as specifically described in the Redevelopment Proposal, the Redevelopment Plan, and this Agreement as approved or amended by the Concept Site Plan, including: (1) property acquisition and relocation; (2) professional fees, including architecture, engineering, surveying, legal and planning and consulting; (3) construction or reconstruction of plazas, fountains and entry gates; (4) infrastructure construction or reconstruction, including without limitation road and sidewalk work and installation of traffic calming devices; (5) installation of lighting, public furniture, and landscaping; (6) construction, reconstruction or repair of Lafayette Park, including without limitation irrigation, fencing, lighting and reconstruction or repairs to buildings, lakes, bandstands, statues, and roadways; (7) construction of a community garden; (8) all other work described in the Redevelopment Proposal and the Redevelopment Plan, as modified by the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II. ACCEPTANCE OF PROPOSAL

2.1 Developer Designation. The City hereby selects the Developer to acquire the Property and to perform or cause the performance of the Work in accordance with the Redevelopment Plan, the Concept Site Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Concept Site Plan shall govern so long as performance in accordance therewith does not constitute a change to the Redevelopment Plan or the Redevelopment Project as would require further hearing pursuant to the TIF Act or a violation of Governmental Approvals.

2.2 Developer to Advance Costs. The Developer agrees to incur all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer’s right to abandon the Redevelopment Project and to terminate this Agreement as set forth in **Section 7.1** of this Agreement. Additionally, and not by way of limitation:

- (i) the City acknowledges that, prior to the execution of this Agreement, the Developer has paid an initial fee of Twenty Four Thousand Five Hundred Dollars (\$24,500), which monies have been paid one half to the Comptroller of the City and one half to the St. Louis Development Corporation to reimburse the City’s Comptroller and the St. Louis Development Corporation for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment

Proposal;

(ii) the Developer shall, within ten (10) days after the date of execution of this Agreement, pay the sum of Twenty Four Thousand Five Hundred Dollars (\$24,500), which monies shall be paid one half to the Comptroller of the City and one half to the St. Louis Development Corporation to reimburse the City's Comptroller and the St. Louis Development Corporation for their administrative costs incurred in connection with the negotiation of this Agreement;

(iii) any amounts advanced by the Developer to the City pursuant to this Section shall represent Reimbursable Redevelopment Project Costs to be reimbursed exclusively from the disbursement of Available Revenues in the Project Fund or from the proceeds of TIF Obligations, if any, as provided in and subject to **Articles IV and V** of this Agreement.

ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT

3.1 Acquisition of Property. Developer represents to the City that it will use reasonable efforts to acquire by negotiated purchase, donation, option, easement or lease, those parcels of the Property described in **Exhibit F** which it does not own but which are necessary for the implementation of the Work as depicted on the Concept Site Plan and in accordance with the schedule set forth in **Section 3.4** of this Agreement. With respect to the parcels of Property set forth on **Exhibit F**, the Developer shall obtain all title commitments, inspections, tests, surveys and reports, hire and retain all experts, professionals, including attorneys or engineers, and staff, and incur all Acquisition Costs as necessary to acquire the Property and all interests in the Property, subject to the Developer's rights as set forth in **Section 7.1** of this Agreement. Such parcels of the Property and any other properties acquired by the Developer for completion of the Work shall be dedicated to the City and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition.

3.2 Condemnation. With respect to the parcels of Property set forth on **Exhibit F**, attached hereto and incorporated herein by reference, or any interest therein (including without limitation, any tenant's or lessee's interest in any lease affecting the Property acquired by the Developer which Developer desires to acquire) not acquired by negotiated purchase, donation, option, easement or lease in accordance with **Section 3.1** of this Agreement, the Developer shall notify the City and the St. Louis Development Corporation in writing that the City should initiate eminent domain proceedings to acquire such parcel or parcels of the Property or interest therein at the sole expense of the Developer; provided, however, that no such request to initiate eminent domain proceedings shall be made by the Developer after December 21, 2006.

Prior to requesting the initiation of condemnation proceedings with respect to any such leasehold or like interest in the Property necessary to complete the Work, the Developer shall:

(i) Make a written request for the initiation of condemnation proceedings not later than fifteen (15) days prior to the initiation of such condemnation proceedings. Said request shall include a legal description of such leasehold or other like interest to be taken by such proceedings, together with all other information reasonably required by the City to proceed.

(ii) Satisfy all jurisdictional prerequisites to the initiation of eminent domain proceedings, including the requirement to negotiate in the City's name in good faith.

(iii) With respect to any parcel or parcels of Property or other interest in the Property proposed to be acquired by eminent domain, obtain (at the Developer's expense) and deliver to the City and the St. Louis Development Corporation an appraisal dated no more than six (6) months prior to the Developer's written request for the initiation of condemnation proceedings, which appraisal shall be from an independent third party MAI appraiser reasonably acceptable to the City and the St. Louis Development Corporation, and make an offer (as verified by the St. Louis Development Corporation) at least equal to the appraised value to the owner of such leasehold or other like interest.

(iv) Make available to the City and the St. Louis Development Corporation any documentation relating to the Developer's good faith efforts to acquire by negotiation such leasehold or other like interest to be part of the proceedings.

The City and the St. Louis Development Corporation shall not be required to approve a request for the initiation of condemnation proceedings unless the above information provided by the Developer demonstrates to the reasonable satisfaction of the City and the St. Louis Development Corporation the following: (i) the existence of facts, circumstances or claims with respect to any parcel or parcels of Property or other interest in the Property that have a material adverse effect on the value of such parcel or parcels of Property or other interest in the Property or the feasibility of the entire Redevelopment Project, and (ii) the Developer has made good faith efforts to acquire such parcel or parcels of Property or other interest in the Property by negotiation based upon such facts, circumstances or claims; and (iii) the Developer has provided the City and the St. Louis Development Corporation with a bond or collateral or a letter of credit naming the City as beneficiary, which bond, collateral or letter of credit shall be in an amount equal to fifty percent (50%) of the difference, if any, between the appraised value and the amount of damages reasonably claimed by the owner of such leasehold or like interest.

Upon approval of the Developer's request by the City and the St. Louis Development Corporation, the City and the St. Louis Development Corporation agree to take all necessary or other reasonable action in such proceedings required by the Developer or its counsel and to execute all documents which may be reasonably necessary and/or required during the prosecution of such proceedings.

Upon initiation of the condemnation proceedings, the City and the St. Louis Development Corporation may designate in writing to the Developer an individual who is authorized to represent the City and the St. Louis Development Corporation in consultations with the Developer and its counsel. The City and the St. Louis Development Corporation, acting through their designated representative(s), shall have the right to inspect and to receive copies of any documentation relating to the efforts to acquire such parcels of the Property or other interest that is part of the proceedings and to make suggestions based upon any appraisals regarding the price or settlement to be paid therefor. Within thirty (30) days after any commissioners' award, the Developer shall pay the amount of any commissioners' award issued in conjunction with any such condemnation proceedings.

The Developer shall indemnify, defend and hold the City, the St. Louis Development Corporation and their officers, employees, agents and independent contractors harmless from and against any and all claims, suits, damages, expenses or liabilities, including court costs and reasonable attorneys' fees, arising out of (i) any condemnation proceedings initiated pursuant to this Agreement, including any proceedings that are abandoned and that result in any statutory award of interest that the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended; and (ii) any environmental condition existing in, on or under any of the parcels of Property set forth on **Exhibit F**, attached hereto and incorporated herein by reference, if acquired by the Developer.

Notwithstanding anything contained herein to the contrary, except for the final amount of the commissioners' award, no court costs, professional fees, or any other expense incurred as a result of the initiation of eminent domain proceedings by the City shall constitute a Reimbursable Redevelopment Project Cost.

3.3 Relocation . The Developer shall identify any Displaced Person, as defined in the Relocation Plan, that is entitled to relocation payments or relocation assistance. The City shall, at the Developer's sole cost and expense, subject to reimbursement as a Reimbursable Redevelopment Project Cost in accordance with **Article IV** of this Agreement, coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan.

3.4 Project and Construction Schedule. Subject to sufficient Available Revenues being transferred to the Project Fund to pay for Reimbursable Redevelopment Project Costs, the Developer shall commence and complete each of its obligations under this Agreement with respect to the acquisition, construction and completion of the Redevelopment Project in accordance with the following schedule set forth in this Section. If sufficient Available Revenues are transferred to the Project Fund to pay for Reimbursable Redevelopment Project Costs related to a particular Phase and the Developer fails to submit a Certificate of Substantial Completion for such Phase in accordance with the schedule set forth below, the City may terminate this Agreement in accordance with **Section 7.2** of this Agreement.

Activity	Maximum Time for Performance (Absent an Event of Force Majeure)	Maximum Time for Performance (Notwithstanding an Event of Force Majeure)
Submit Certificate of Substantial Completion of PHASE I	Five (5) years from the date of this Agreement	December 21, 2024
Submit Certificate of Substantial Completion of PHASE II	Ten (10) years from the date of this Agreement	December 21, 2024
Submit Certificate of Substantial Completion of PHASE III	Twenty (20) years from the date of this Agreement	December 21, 2024

3.5 Developer to Construct the Work; Construction Contracts; Insurance. The Developer shall commence or cause the commencement of the construction of the Work in a good and workmanlike manner in accordance with the terms of this Agreement and the Concept Site Plan. The Developer shall complete or cause the completion of all of the Work in accordance with the schedule set forth in **Section 3.4** of this Agreement, subject to sufficient Available Revenues being transferred to the Project Fund to pay for Reimbursable Redevelopment Project Costs. The Developer may enter into or cause to be entered into one or more construction contracts to complete the Work. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work, the City and the Developer agree to cooperate and take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

3.6 Governmental Approvals. The City and the St. Louis Development Corporation agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

3.7 Construction Plans; Changes. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may

dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to any material changes, the Developer shall obtain the advance written consent of the St. Louis Development Corporation, which consent shall not be unreasonably withheld or delayed. For purposes of this Section, "material changes" shall mean (i) any change that could reasonably be expected to result in an increase of Reimbursable Redevelopment Project Costs within any Phase of more than twenty five percent (25%); or (ii) any change that would result in the reduction in scope or elimination of any Phase or portion thereof, including any such change resulting from a determination that the amount of Available Revenues will not be sufficient to pay for all Reimbursable Redevelopment Project Costs associated with a particular Phase or any portion thereof in accordance with the Concept Site Plan, the Redevelopment Plan and this Agreement.

3.8 Certificate of Substantial Completion. Promptly after substantial completion of each Phase of the Work in accordance with this Agreement, the Developer shall furnish to the City and the St. Louis Development Corporation a Certificate of Substantial Completion. The City and the St. Louis Development Corporation shall, within thirty (30) days following delivery of a Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in each Certificate of Substantial Completion. A Certificate of Substantial Completion shall be deemed accepted by the City and the St. Louis Development Corporation unless, within thirty (30) days following delivery of a Certificate of Substantial Completion, the City or the St. Louis Development Corporation furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of each Certificate of Substantial Completion by the City and the St. Louis Development Corporation or upon the lapse of thirty (30) days after delivery thereof to the City and the St. Louis Development Corporation without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work for each Phase to which the Certificate of Substantial Completion pertains. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit C**, attached hereto and incorporated by referenced herein.

ARTICLE IV. REIMBURSEMENT OF DEVELOPER COSTS

4.1 City's Obligation to Reimburse Developer. The City agrees to reimburse Developer for the verified Reimbursable Redevelopment Project Costs in the amounts and as set forth on **Exhibit B**, attached hereto and incorporated herein by reference. Subject to the limitations of **Article IV** of this Agreement, the City agrees to reimburse the Developer or verified Reimbursable Redevelopment Project Costs in an amount not to exceed Eight Million One Hundred Sixty One Thousand Dollars (\$8,161,000).

4.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to reimburse the Developer or to issue TIF Obligations 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(14) of the TIF Act. The Developer shall provide itemized invoices, receipts or other information, if any, reasonably necessary for the City and the St. Louis Development Corporation to confirm that any such cost is so incurred and does so qualify. Each such request shall be accompanied by a certification by the Developer that such cost is eligible for reimbursement under the TIF Act. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached hereto and incorporated herein by reference, shall constitute Reimbursable Redevelopment Project Costs that are eligible for reimbursement in accordance with the TIF Act and this Agreement. Subject to the limitations of **Section 3.7** of this Agreement, the Developer shall not be limited to the total amount of reimbursement shown for each such category on **Exhibit B**, but shall be entitled to reimbursement for Redevelopment Project Costs from any of the categories set forth therein, without regard to the maximum amounts shown for each category, up to the maximum aggregate amount established in **Section 4.1** of this Agreement; provided that the Developer shall be obligated to advance to the City its Issuance Costs, if any. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(14) of the TIF Act, the City shall so notify the Developer in writing within thirty (30) days identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to contest such determination and/or identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment.

4.3 Reimbursement of the Development on a "Pay-As-You-Go" Basis. Prior to reimbursement by the City from for Reimbursable Redevelopment Project Costs, the Developer shall first provide to the Comptroller a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit B**, requesting payment of a specified amount of such Reimbursable Redevelopment Project Costs incurred by the Developer, provided that professional services submitted as Reimbursable Redevelopment Project Costs under category E of Phase I or Category F of Phases II or III shall not exceed twenty five percent (25%) of the total amount requested in any Certificate of Reimbursable Redevelopment Project Costs submitted by the Developer unless the Comptroller specifically waives such a limitation in writing. The Developer may specify in the Certificate of Reimbursable Redevelopment Project Costs that the City's reimburse directly the person, firm, or corporation that incurred the Reimbursable Redevelopment Project Costs identified. The Developer shall not submit more than one Certificate of Reimbursable Redevelopment Project Costs each month. The Comptroller or other financial officer of the City shall disburse any payment required hereunder within ten (10) days after acceptance of each Certificate of Reimbursable Redevelopment Project Costs by the City and the St. Louis Development Corporation.

4.4 City's Obligations Limited to Special Allocation Fund and the Proceeds of TIF Obligations. Notwithstanding any other term or provision of this Agreement to the contrary, any reimbursement by the City pursuant to **Section 4.3** of this Agreement is payable only from Available Revenues and from the proceeds of the TIF Obligations, if any, and from no other source.

**ARTICLE V.
TIF OBLIGATIONS**

5.1 Conditions Precedent to the Issuance of TIF Obligations. Subject to the terms of this Agreement and the Note Ordinance, the City may, in its sole and absolute discretion, issue TIF Obligations in an aggregate principal amount not to exceed the limitations provided in **Section 4.1** of this Agreement plus Issuance Costs. In the event that such TIF Obligations are to be sold to the Developer to evidence the City's obligation to reimburse the Developer for verified Reimbursable Redevelopment Project Costs, the Developer shall, as a condition precedent to the issuance of such TIF Obligations, provide the City with (a) evidence that the Developer has secured private financing, including self-financing, of the Work or any Phase thereof; (b) a performance bond, irrevocable letter of credit or other like form of security reasonably acceptable to the City in form, amount and surety, which shall be payable to the City in the event of the Developer's failure to complete the Work in accordance with the terms of this Agreement; (c) a certificate from a planning consultant reasonably acceptable to the City stating that, after due investigation and based on commercially reasonable assumptions, the projected TIF Revenues within the Redevelopment Area will be sufficient to fully amortize the aggregate principal amount of the TIF Obligations and interest thereon, to which certificate is attached documentation and other information supporting the such certification; and (d) a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, in an initial amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000), which Certificate of Reimbursable Redevelopment Project Costs shall conform to the requirements of **Article IV** of this Agreement.

5.2 Cooperation in the Issuance of TIF Obligations. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including disclosure of tenants of the Property and the non-financial terms of the leases between the Developer and such tenants, to the extent permitted by such leases. The Developer will not be required to disclose to the general public or any investor any proprietary or confidential information, including financial information, pertaining to the Developer, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. The Developer shall make such compliance obligation a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

5.3 City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter and the City deem necessary for the issuance of the TIF Obligations) and underwriter's counsel. The final maturity of the TIF Obligations shall not exceed the maximum term permissible under the TIF Act. The TIF Obligations shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

**ARTICLE VI.
SPECIAL ALLOCATION FUND;
COLLECTION AND USE OF TIF REVENUES**

6.1 Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a Revenue Fund and, within such Revenue Fund, a "PILOTs Account" and an "EATs Account," and such further funds, accounts or sub-accounts as are required by this Agreement or as the Comptroller of the City may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account and all Economic Activity Taxes into the EATs Account.

6.2 Creation of Project Fund for Reimbursement on a "Pay-As-You-Go" Basis. The City hereby establishes and creates within the Special Allocation Fund a fund to be known as the Project Fund, which Project Fund shall be held in the custody of the Comptroller or other financial officer of the City. Except as provided in **Section 6.3** of this Agreement, on the first business day of each month, all Available Revenues shall be transferred to the Project Fund. The City hereby agrees for the term of this Agreement to apply moneys in the Project Fund, while it is in the custody of the Comptroller or other financial officer of the City, to the payment of the Developer or any person, firm, or corporation specified by the Developer pursuant to a Certificate of Reimbursable Redevelopment Project Costs submitted and approved by the City and the St. Louis Development Corporation in accordance with **Section 4.3** of this Agreement.

6.3 Application of Available Revenues. In the event that the City issues TIF Obligations pursuant to **Article V** of this Agreement, Available Revenues shall be applied to debt service on such TIF Obligations in accordance with the Note Ordinance. Upon redemption of all outstanding TIF Obligations, Available Revenues shall be applied to the Project Fund in accordance with **Section 6.2** of this Agreement. Available Revenues transferred to the Project Fund shall be applied as follows:

- (i) *First*, on or before March 1 of each calendar year, to payment of fees and expenses incurred by the Comptroller of the City and the St. Louis Development Corporation in the administration of the Redevelopment Plan (but the Available Revenues applied to the fees and expenses incurred by the City and the St. Louis Development Corporation shall not exceed the lesser of Thirty Two Thousand Eight Hundred Dollars (\$32,800) or 0.4% of the amount of Reimbursable Redevelopment Project Costs that have been approved as part of Certificates of Reimbursable Redevelopment Project Costs during the prior calendar year, unless the City has incurred costs pursuant to **Section 7.14** of this Agreement that have not otherwise been reimbursed to the City);

(ii) *Second*, to payment of Reimbursable Redevelopment Project Costs on a “pay-as-you-go” basis in accordance with **Article IV** of this Agreement.

If Available Revenues transferred to the Project Fund during a particular calendar year are insufficient to reimburse the City as provided in clause (i) above, then the unpaid portion shall be carried forward to the next calendar year until such deficiency is paid.

6.4 Covenant to Appropriate Available Revenues. The City agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen, for each fiscal year during the term of this Agreement, a request for an appropriation of all Available Revenues for deposit in the Special Allocation Fund for application to the payment of Reimbursable Redevelopment Project Costs.

6.5 Certification of Base for PILOTS and EATS. Within ninety (90) days of the date of this Agreement, the City shall provide to the Developer: (i) a true, correct and complete copy of the City Assessor’s calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area for the calendar year ending December 31, 2001; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2000, but excluding those taxes, licenses, fees or special assessments identified in Section 99.845.3 of the TIF Act.

6.6 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.

ARTICLE VII GENERAL PROVISIONS

7.1 Developer’s Right of Termination. At any time prior to the delivery of the Certificate of Substantial Completion relating to Phase I of the Work, the Developer may, by giving written notice to the City, abandon the Redevelopment Project and terminate this Agreement and the Developer’s obligations hereunder if the Developer determines, in its sole and absolute discretion, that the Redevelopment Project is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any TIF Obligations shall be deemed null and void and shall be surrendered to the City for cancellation in accordance with the Note Ordinance.

7.2 City’s Right of Termination. The City may terminate this Agreement: (a) if the Developer defaults in or breaches any provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.4** of this Agreement; or (b) notwithstanding **Section 7.4** of this Agreement, the Developer fails to substantially complete any Phase of the Work in accordance with the construction schedule provided in **Section 3.4** of this Agreement. Upon termination of this Agreement by the City as provided for in this Section, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any TIF Obligations issued pursuant to this Agreement shall be deemed null and void and shall be surrendered to the City for cancellation in accordance with the Note Ordinance; *provided, however*, that if the City terminates this Agreement after acceptance of the Certificate of Substantial Completion of the Work pertaining to Phase I or Phase II, any outstanding TIF Obligations applicable to such Phase or Phases shall not be deemed null, void and shall not be surrendered for cancellation.

7.3 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.

7.4 Remedies. Except as otherwise provided in this Agreement and subject to the Developer’s and the City’s respective rights of termination, in the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional thirty (30) day period, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

7.5 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended (but with respect to the times for performance set out in **Section 3.4** of this Agreement, only to the extent provided therein and established thereunder) in the event of any delay caused by force majeure, including without limitation insufficiency of Available Revenues being transferred to the Project Fund to pay for Reimbursable Redevelopment Project Costs; damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties’ reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, this Agreement or the TIF Obligations, if any; provided that such event of force

majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by hand delivery, certified United States mail, postage prepaid, or delivered personally,

(i) In the case of the Developer, to:

Near Southside Improvement Corporation
1951-B Park Avenue
St. Louis, MO 63104
Attention: Chris Goodson

With a copy to:

Husch & Eppenberger, LLC
231 South Bemiston
8th Floor
St. Louis, Missouri 63105
Attention: David Richardson

(ii) In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Barbara Geisman, Deputy Mayor for Development

And

City of St. Louis
Office of the Comptroller
City Hall
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

With a copy to:

St. Louis Development Corporation
1015 Locust Street
Suite 1200
St. Louis, Missouri 63101
Attention: Dale Ruthsatz

And

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: James E. Mello

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

7.7 Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member 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 by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.8 Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in applicable state and local laws, ordinances and regulations. In addition, the Developer shall allow other authorized representatives of the City

reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

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

7.10 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

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

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

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

7.14 Actions Contesting the Validity and Enforceability of the Redevelopment Plan. During the term of this Agreement, in the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the ordinance approving this Agreement, the Note Ordinance or the TIF Obligations, if any, the Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to **Article IV** of this Agreement.

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

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

7.15.2 The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

7.15.3 The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

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

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

7.15.6 The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City’s financial advisors whenever such claim is based on such party’s own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City or its governing body members, officers, agents, attorneys, employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City following termination of this Agreement as to the Redevelopment Project or any particular portion thereof.

7.16 Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, clause (ii), Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

7.17 Maintenance of the Property. To the extent that the Developer owns or acquires any of the Property, the Developer shall remain in compliance with all provisions of the City’s ordinances relating to maintenance and appearance of the Property during the construction of the Work or any portion thereof. Upon substantial completion of the Work, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall dedicate the improvement related to such Work to the City or the appropriate public entity for future maintenance.

7.18 Non-Discrimination. The Developer agrees that, during the term of this Agreement, 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, occupancy or use of any of the facilities under its control within the Redevelopment 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 of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

7.19 Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit E**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit E**, attached hereto and incorporated herein by reference.

**ARTICLE VIII
REPRESENTATIONS OF THE PARTIES**

8.1 Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the TIF Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

8.2 Representations of the Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(The remainder of this page intentionally left blank.)

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

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Comptroller

(SEAL)

Attest:

City Register

Approved as to Form:

City Counselor

“DEVELOPER”:

NEAR SOUTHSIDE IMPROVEMENT CORPORATION

By: _____
Chris Goodson, President

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

On this _____ day of _____, 2002, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual 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 in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires:

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

On this _____ day of _____, 2002, 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, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual 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 in the County and State aforesaid, the day and year first above written.

Notary Public

(SEAL)

My Commission Expires:

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

On this _____ day of _____, 2002, before me appeared Chris Goodson, to me personally known, who,

being by me duly sworn, did say that he is the President of NEAR SOUTHSIDE DEVELOPMENT CORPORATION., a Missouri corporation, and that he is authorized to sign the instrument on behalf of said company, and acknowledged to me that he executed the within instrument as said company's free act and deed.

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

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A
Legal Description of the Redevelopment Area

(Attached hereto.)

Beginning at the point of intersection of the north line of Chouteau Avenue and the west line of Mackay Place; thence eastwardly along the north line of Chouteau Avenue across all intervening streets and alleys to an intersection with the northward projection of the east line of Lot 6 of the George H. Crossman's Subdivision in City Block 482E, property owned now or formerly by the Eden Partnerships; thence south along said east line of Lot 6, to a point of intersection with the north line of an east-west alley, 15 feet wide, in City Block 482E; thence southwestwardly to a point of intersection with the east line of a north-south alley, width varies, in City Block 482E; thence southwardly and along the east line of alley across all intervening streets and alleys to an intersection with the north line of Park Avenue, 80 feet wide, and the northwardly projection of the east line of a north-south alley, 20 feet wide, in City Block 1254; thence southwardly along the northwardly projection of the east line of said alley to a point of intersection with the east line and the south line of an east-west alley, 20 feet wide, in City Block 1254; thence westwardly along the south line of the east-west alley to a point of intersection with the east line Dolman Street; thence southwardly and along the east line of Dolman Street across all intervening streets to an intersection with the eastward projection of the south line of Lot 17 of City Commons Addition, Block 3; thence westwardly along said south line of Lot 17, to a point of intersection with the west line of S. 18th Street, 60 feet wide; thence northwardly along said west line of S. 18th Street to a point of intersection with the southeast corner of Lots 1-27 of Ryan & McNulty Addition in City Block 1808; thence westwardly along the south line of Lots 1-27 to the west line of Vail Place; thence northwardly along the west line of Vail Place to a point of intersection with the northeast corner of Lot 18N-17 of Ryan & McNulty Addition in City Block 1807; thence westwardly along said north line of Lot 18N-17, to a point of intersection with the west line of a north-south alley in City Block 1807; thence northwardly along the west line of said alley to a point of intersection with the southeast corner of Lot 3S2, Amended Dillon Addition, in City Block 1809; thence westwardly along the south line of Lot 3S2 to the intersection of the east line of Mississippi Avenue; thence north along the east line of Mississippi Avenue to the intersection of the southwest corner of Lot 1-2-3 of Holmes Subdivision, in City Block 484; thence westwardly across Mississippi Avenue to a point of intersection with the southward projection of the west line of Lot 1 of JJ Hoppe Addition, Block 1, in City Block 2279E; thence northwardly along said west line of Lot 1 to the intersection with the north line of the east-west alley in City Block 2279E; thence eastwardly along the north line of said alley to a point of intersection with the west line of Mississippi Avenue; thence northwardly along the west line of Mississippi Avenue across all intervening streets and alleys to a point of intersection with the south line of Hickory Street; thence westwardly along the south line of Hickory Street to a point of intersection with the west line of Mackay Place; thence northwardly along the west line of Mackay Place to the point of beginning.

EXHIBIT B
Reimbursable Redevelopment Project Costs

	REIMBURSEMENT COSTS	ESTIMATED COST*
A.	Park Avenue Land Acquisition	\$350,000.00
B.	Construction of Park Avenue Plaza and Fountain	\$150,000.00
C.	Construction of Entry Gate at Park Avenue and Grattan Street	\$50,000.00
D.	Road and Sidewalk Improvements Along Park Avenue, Dolman and 18 th Street	\$400,000.00
E.	Professional Services (Includes architectural, engineering, legal, surveying, planning and consulting fees)	\$133,000.00
		TOTAL PHASE 1 \$1,083,000.00

PHASE II		
A.	Construct Entry Gates	\$150,000.00
B.	Roadway improvements (including installation of brick or cobblestone pavers at intersections)	\$180,000.00
C.	Park Avenue Landscaping	\$100,000.00
D.	Land Acquisitions for Housing and Commercial Development	\$500,000.00
E.	Lafayette Park Improvements	\$916,666.00
F.	Professional Services (Includes architectural, engineering, legal, surveying, and consulting fees)	\$85,500.00
		TOTAL PHASE II \$1,932,166.00
PHASE III		
A.	Lafayette Square Park Improvements	\$1,833,334.00
B.	Installation of Historic Pedestrian Lighting	\$2,750,000.00
C.	Construct Entry Gates (including permanent entry with gates at 18 th Street and	\$175,000.00
D.	Construction of Community gardens	\$35,000.00
E.	Road and Intersection Improvements (including construction of traffic calming devices, and pedestrian and intersection safety improvements)	\$325,000.00
F.	Professional Services (Includes architectural, engineering, legal, surveying, planning and consulting fees)	\$27,500.00
	TOTAL OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS	TOTAL PHASE III \$5,145,834.00 \$8,161,000.00

*Subject to the limitations of **Article IV** of this Agreement

EXHIBIT C
Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, NEAR SOUTHSIDEIMPROVEMENT CORPORATION, a Missouri corporation (the "*Developer*"), pursuant to that certain Redevelopment Agreement dated as of _____, 2002, between the City of St. Louis, Missouri (the "*City*"), and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of Phase ___ of the Work (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. That Phase ___ of the Work has been substantially completed or funded pursuant to **Exhibit B** to the Agreement and the Concept Site Plan set forth in the Redevelopment Plan.
3. That Phase ___ of the Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans, as that term is defined in the Agreement.
4. Lien waivers for Phase ___ of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
5. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's

certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), if applicable, a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that Phase ___ of the Work has been substantially completed in accordance with the Agreement.

6. This Certificate of Substantial Completion is being issued by the Developer to the St. Louis Development Corporation and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to Phase ___ of the Work.

7. The acceptance (below) or the failure of the St. Louis Development Corporation and the City to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the St. Louis Development Corporation and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Phase ___ of the Work.

Upon such acceptance by the St. Louis Development Corporation and the City, the Developer may record this Certificate in the office of the City's Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

NEAR SOUTHSIDE IMPROVEMENT CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED:

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT D
Form of Certificate of Reimbursable Redevelopment Project Costs
Certificate of Reimbursable Redevelopment Project Costs

St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, MO 63101
Attention: Dale Ruthsatz

City of St. Louis
Office of Comptroller
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, Lafayette Square Historic District Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 20__ (the "Agreement"), between the City and Near Southside Improvement Corporation, a Missouri corporation (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

- 1. This is requisition number _____ for disbursement from the Project Fund.
- 2. The name and address of the person, firm or corporation to whom the disbursement is due is as follows:

_____.

3. The amount to be disbursed is \$_____.

4. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.

5. The nature of the obligation for which the disbursement is requested is as follows:

6. These Reimbursable Redevelopment Project Costs have been have been paid or incurred by the Developer and are reimbursable pursuant to the Agreement.

7. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the Project Fund of the Special Allocation Fund or from any proceeds of any TIF Obligations issued pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

8. 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.

9. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

11. 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 and the Agreement.

12. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder in accordance with the Agreement.

13. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, _____.

NEAR SOUTHSIDE IMPROVEMENT CORPORATION

By: _____
Name: _____
Title: _____

Approved for Payment this ____ day of _____, _____.

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

Approved for Payment this ____ day of _____, _____.

CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT E
Equal Opportunity and Nondiscrimination Guidelines

In any contract for Work in connection with the Redevelopment Project related to any of the Property in the Redevelopment Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors 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 of the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the St. Louis Development Corporation, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall make good faith efforts to observe Executive Order #28 dated July 24, 1997, relating to minority and women-owned business participation in City contracts.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Revenues and/or TIF Obligations. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

EXHIBIT F
Parcel I.D. Numbers and Property Addresses for Parcels Subject to Eminent Domain

Parcel ID	Address
18090001000	1802 Park Avenue
18090000900	1804 Park Avenue
18090000800	1808 Park Avenue
18090000700	1810 Park Avenue
18090000600	1820 Park Avenue
18090000500	1828 Park Avenue
18090000400	1908 Park Avenue
22760300100	1005 Mississippi Avenue

Approved: May 1, 2002

ORDINANCE #65499
Board Bill No. 362

An ordinance designating a portion of the Hyde Park Neighborhood within the 3rd Ward as a Housing Conservation District; said area being generally bounded by Glasgow Ave., Natural Bridge Ave., Palm St., N. 21st St., N. Florissant Ave., and N 20th St.; and containing an effective date.

WHEREAS, the proposed Housing Conservation District meets the minimum requirement of Ordinance No. 62887 that a Housing Conservation District that a Housing Conservation District shall contain a least five hundred (500) dwelling units in a contiguous area; and

WHEREAS, the Planning and Urban Design Agency has prepared a report, "Statement of Feasibility for Establishing a Housing Conservation District for a portion of the Hyde Park Neighborhood within the 3rd Ward," for consideration by the Alderman representing the area within the boundaries of the proposed Housing Conservation District; and

WHEREAS, this Board of Alderman hereby finds that the passage of this ordinance is in the best interest of the City of St. Louis and that the residential property owners and residential tenants in the proposed Housing Conservation District will benefit by the establishment of a Housing Conservation District and the conservation of the housing stock of said Housing Conservation District;

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

SECTION ONE. A Housing Conservation District is hereby established for the area of the City of St. Louis depicted in Exhibit "A", attached hereto and incorporated herein, and described as follows: Beginning at the intersection of the centerlines of North 21st Street and Palm Street, thence proceeding along the centerlines in a generally clockwise direction: northwest along Palm Street and

Natural Bridge Avenue to Glasgow Avenue, northeast to North Florissant Avenue, northwest to Ferry Street, northeast to North 20th Street, southeast to Newhouse Avenue, southwest along Newhouse Avenue/southeast line of City Block 2405 to N 21st Street, southeast to southeast line of City Block 2403, southwest to N. Florissant Avenue, southeast to Destrehan Street, northeast to North 21st Street to the point of beginning.

SECTION TWO. Effective Date. This ordinance shall become effective (DATE) after it is approved by the Mayor

Approved: May 1, 2002

