

**ORDINANCE #65470**  
**Board Bill No. 331**

An ordinance approving a Redevelopment Plan for the 3815 Wilmington Ave. Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Status 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 July 27, 1999 for the Area ("Plan"), incorporated herein by 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 or otherwise; finding that the property within the Area is currently **unoccupied**, but if it should become occupied the Redeveloper shall be responsible for providing relocation assistance pursuant to the Amended Plan to any eligible occupants displaced as a result of implementation of the Amended 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 a five (5) year tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and 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 ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 3815 Wilmington Ave.", dated July 27, 1999, 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 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 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 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 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 999.715 inclusive) described in Exhibit "A", attached hereto and incorporated herein, known as the 3815 Wilmington Ave. Area ("Area").

**SECTION TWO.** The redevelopment of the above described Area, as provided by the Statute, is necessary and 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 July 27, 1999 ("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 currently **unoccupied**. If it should become occupied, all eligible occupants displaced by the Redeveloper.

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

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

**SECTION FOURTEEN.** 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, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 Amended 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 3815 WILMINGTON AVE. AREA  
LEGAL REGISTRATION**

Parcel 1

C.B. 5972 Wilmington  
104 ft. x 155 ft.  
Holly Hills and ADDN  
BLOCK 17  
Lots 4 5 6  
5972-00-0130  
3915 Wilmington Ave.

**EXHIBIT "B"**  
**FORM: 2/01/02**

BLIGHTING STUDY AND PLAN  
FOR  
**3815 WILMINGTON AVE. AREA**  
PROJECT #9118  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
JANUARY 27, 1999

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 3815 WILMINGTON AVE. AREA**

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**EXHIBITS**

- "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 3815 Wilmington Ave. Area ("Area") encompasses approximately 0.37 acres in the Holly Hills neighborhood of the City of St. Louis ("City") and is located on the north side of Wilmington Ave. with Arenades Dr. to the east and Livingston Dr. to the west.

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 5972. 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 5.2% unemployment rate for the City as of March, 1999. 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 one unoccupied multi-family residential 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 residential uses.

Residential density for the surrounding neighborhoods is approximately 14.57 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 the Area into productive residential uses.

### **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 District 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 be permitted to use said property only for the proposed land use.

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

### **3. PROPOSED ZONING**

The zoning for the Area should be changed to "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 new jobs will be created in this Area because the proposed development is residential.

### **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 these requirements may result in suspension of tax abatement.

### **8. URBAN DESIGN**

#### **a. Urban Design Objectives**

The property shall be developed so it is an attractive residential assets to the surrounding neighborhood.

#### **b. Urban Design Regulations**

Rehabilitation shall respect the original 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, materials, 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, 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, healthy trees 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.

Where 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 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 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, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, 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.

**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 3815 WILMINGTON AVE.. AREA  
LEGAL REGISTRATION**

**Parcel 1**

C.B. 5972 Wilmington  
104 ft. x 155 ft.  
Holly Hills and ADDN  
BLOCK 17  
Lots 4 5 6  
5972-00-0130  
3915 Wilmington Ave.

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/01/02**

**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 Redevelopment shall contractually require its contractors and subcontractors



**ORDINANCE #65471**  
**Board Bill No. 332**

An ordinance approving a Redevelopment Plan for the 6421 Lloyd 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 January 22, 2002, 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 6421 Lloyd Avenue Area", dated January 22, 2002, 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 6421 Lloyd Avenue 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 January 22, 2002 ("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 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.** A Redeveloper may seek ten (10) year 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. 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, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, 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 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 alien 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 6421 LLOYD AVENUE AREA  
LEGAL DESCRIPTION**

CB 4610N LLOYD, 50 ft. by 180 ft., Blue Subd'n., lot 4, bto see 4610-05-01701. **(4610-05-00170)**

EXHIBIT "B"  
Form: 2/6/02

BLIGHTING STUDY AND PLAN  
FOR  
**THE 6421 LLOYD AVENUE AREA**  
PROJECT # 4440  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
JANUARY 22, 2002

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 6421 LLOYD AVENUE 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 6421 Lloyd Avenue Redevelopment Area ("Area") consists of one single-family building in fair condition on land totaling approximately .20 acre in the Clayton-Tamm neighborhood of the City of St. Louis ("City"). The Area is in the block bounded by Childress Avenue on the west, Tamm Avenue on the east, Lloyd Avenue on the south and Villa Avenue on the north.

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 4610.05 and is in fair 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 7.4% unemployment rate for the City as of December, 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, single-family building in fair 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 13.12 persons per acre.

5. CURRENT ZONING

The Area is zoned "A" Single-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 fair 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 ten-year real estate tax abatement for this substantially completed, residential structure.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single-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 "A" Single-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 "A" Single-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 developed so it is an attractive residential structure within the surrounding neighborhood.

**b. Urban Design Regulations**

New construction 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 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 a approximately one (1) year 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**

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.

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 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 6421 LLOYD AVENUE AREA  
LEGAL DESCRIPTION**

CB 4610N LLOYD, 50 ft. by 180 ft., Blue Subd'n., lot 4, bto see 4610-05-01701. **(4610-05-00170)**

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.

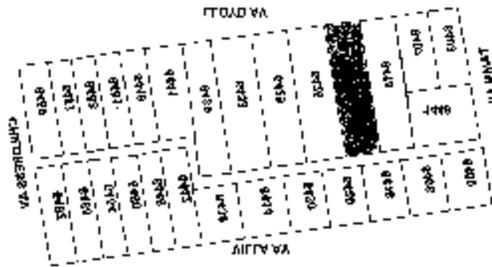
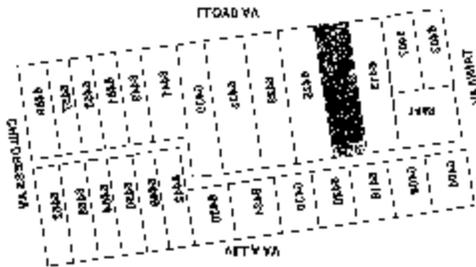
Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

**Approved: March 21, 2002**

ORDINANCE 65471 - EXHIBITS B, C & D

4810 02 - City Block  
 ■ Residential: Fair Condition  
 Existing Uses & Conditions  
 Exhibit B  
 City Block 4810 02

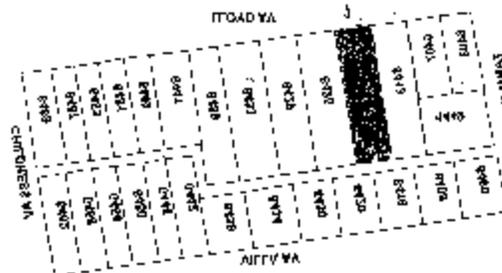
4810 02 - City Block  
 ■ Residential: Fair Condition  
 Existing Uses & Conditions  
 Exhibit C  
 City Block 4810 02



City Block 4810 02

City Block 4810 02

City Block 4810 02  
 ■ Residential: Fair Condition  
 Existing Uses & Conditions  
 Exhibit D  
 City Block 4810 02



City Block 4810 02

**ORDINANCE #65472**  
**Board Bill No. 335**

An ordinance approving a Redevelopment Plan for the 514 and 601-617 Holly Hills Ave. 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 January 22, 2002 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 certain property in the Area (615-17 Holly Hills Ave.) 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 Redevelopers 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 514 AND 601-617 Holly Hills Ave. Area, "dated January 22, 2002, consisting of a Title Page, a Table of Contents Page, and twelve (12) 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 LCLRA 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 514 and 601-617 Holly Hills Ave. 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 January 22, 2002 ("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 certain property in the Area (615-17 Holly Hills Ave.) 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 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 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 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:

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, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to twenty-five (25) 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 514 and 601-17 Holly Hills Avenue AREA  
LEGAL DESCRIPTION**

Parcel 1: C.B. 2968 Holly Hills Avenue  
48 Ft x 125 Ft

- F.W. Motts Addn  
 Lot 6 W-5, E-7  
 2968-00-0130  
 514 Holly Hills Avenue
- Parcel 2: C.B. 2954 Holly Hills Avenue  
 36 Ft, 6 In x 114 Ft  
 Walsh Addn  
 Lot E 6 to 9 & SE 5  
 BND E Vermont S Holly Hills  
 2954-00-0180  
 601-03 Holly Hills Avenue
- Parcel 3: C.B. 2954 Holly Hills  
 39 Ft 5 In x 129 Ft  
 Central Carondelet Addn Blk 3  
 Lots Pt of 5 thru 9  
 BND 36 Ft 6 ¼ In W of Vermont  
 2954-00-0190  
 605-07 Holly Hills Avenue
- Parcel 4: C.B. 2954 Holly Hills  
 39 Ft 5 In x 114 Ft  
 Walsh ADDN  
 Lots part of 5 to 9  
 BD E 75 Ft 11 In W of Vermont  
 2954-00-0200  
 609-11 Holly Hills Avenue
- Parcel 5: C.B. 2954 Holly Hills  
 39 Ft 5 In x 120 Ft  
 Central Carondelet Addn  
 Block 3  
 BND N-Alley E-Mahler S-Holly Hills  
 2954-00-0210  
 615-17 Holly Hills Avenue

**EXHIBIT "B"**  
**Form: 01/09/02**

BLIGHTING STUDY AND PLAN  
 FOR THE  
**514 and 601-17 HOLLY HILLS AVENUE AREA**  
 PROJECT #9370  
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
 OF THE CITY OF ST. LOUIS  
 JANUARY 22, 2002

FRANCIS G. SLAY  
 MAYOR

**BLIGHTING STUDY AND PLAN FOR  
 The 514 and 601-17 Holly Hills Avenue AREA**

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- "A" LEGAL DESCRIPTION
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- "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 514 and 601-17 Holly Hills Avenue Area (“Area”) encompasses approximately 0.57 acres in the Carondelet neighborhood of the City of St. Louis (“City”) and is located on the north and south sides of Holly Hills Avenue with Vermont Avenue to the east and Alabama Avenue to the west.

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 (1) parcel of City Block 2968 and four parcels of City Block 2954. 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 one unoccupied single family (514 Holly Hills Avenue) and four unoccupied four-family residential buildings.

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 residential purposes.

Residential density for the surrounding neighborhoods is approximately 10.70 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 the Area into productive Residential uses.

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 District 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 only for the above proposed uses.

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

3. PROPOSED ZONING

The zoning for the Area should be "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" (1974), 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 new jobs will be created in this Area because the proposed development is residential.

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 Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop in 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 properties shall be developed so they are attractive residential assets to the surrounding neighborhood.

**b. Urban Design Regulations**

Rehabilitation shall respect the original exterior in terms of design and materials. Windows 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. 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, 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.

Where 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 (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 certain property in the Area (615-17 Holly Hills Ave.), 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 may 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.

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, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for

a total period of up to twenty-five (25) 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 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 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 modifications, 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.

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 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 514 and 601-17 Holly Hills Avenue AREA  
LEGAL DESCRIPTION**

- Parcel 1: C.B. 2968 Holly Hills Avenue  
48 Ft x 125 Ft  
F.W. Motts Addn  
Lot 6 W-5, E-7  
2968-00-0130  
514 Holly Hills Avenue
- Parcel 2: C.B. 2954 Holly Hills Avenue  
36 Ft, 6 In x 114 Ft  
Walsh Addn  
Lot E 6 to 9 & SE 5  
BND E Vermont S Holly Hills  
2954-00-0180  
601-03 Holly Hills Avenue
- Parcel 3: C.B. 2954 Holly Hills  
39 Ft 5 In x 129 Ft  
Central Carondelet Addn Blk 3  
Lots Pt of 5 thru 9  
BND 36 Ft 6 ¼ In W of Vermont  
2954-00-0190  
605-07 Holly Hills Avenue
- Parcel 4: C.B. 2954 Holly Hills  
39 Ft 5 In x 114 Ft  
Walsh ADDN  
Lots part of 5 to 9  
BD E 75 Ft 11 In W of Vermont  
2954-00-0200  
609-11 Holly Hills Avenue
- Parcel 5: C.B. 2954 Holly Hills  
39 Ft 5 In x 120 Ft  
Central Carondelet Addn  
Block 3  
BND N-Alley E-Mahler S-Holly Hills  
2954-00-0210  
615-17 Holly Hills Avenue

See attached Exhibits B, C & D

**EXHIBIT "E"**  
**Form: 01/09/02**

**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), is contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and



**ORDINANCE #65473**  
**Board Bill No. 291**

An ordinance authorizing and directing the Director of Streets to permanently close, barricade or otherwise impede the flow of traffic on Cadet Avenue by blocking such traffic flow at the east curb line of Kingshighway Boulevard and the flow of traffic on Wichita Avenue by blocking such traffic flow at the east curb line of Kingshighway Boulevard, 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 permanently close and barricade Cadet Avenue at the east curb line of Kingshighway Boulevard and Wichita Avenue at the east curb line of Kingshighway Boulevard.

**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: March 21, 2002**

**ORDINANCE #65474**  
**Board Bill No. 312**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on the remaining portion of the 15 foot wide east/west alley in City Block 5592 from Brother Thornton Way westwardly 50 feet to terminus, same being bounded by Berthold, Brother Thornton Way, Wise, and Hereford and the remaining portion of Wise from Brother Thornton Way westwardly 50 feet to terminus in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of Wise Avenue, 50 feet wide, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at a point in the north line of Wise Avenue, 50 feet wide, said point being the northeast corner of a tract of land as vacated per Ordinance 64041; thence eastwardly along the north line of said Wise Avenue south 82 degrees 57 minutes 02 seconds east 50.00 feet to the west line of Brother Thornton Way, 40 feet wide; thence leaving the north line of said Wise Avenue proceeding southwardly along the west line of said Brother Thornton Way south 07 degrees 27 minutes 28 seconds west 50.00 feet to the south line of said Wise Avenue; thence westwardly along the south line of said Wise Avenue, north 82 degrees 57 minutes 02 seconds west 50.00 feet to a point, said point being the southeast corner of a tract of land as vacated per Ordinance 64041; thence leaving the south line of said Wise Avenue proceeding north 07 degrees 27 minutes 28 seconds east 50.00 feet to the point of beginning and containing 2,500 square feet (0.057 acres).

A tract of land being part of the 15 foot wide alley in Block 3 of Boulevard and Park Subdivision in City Block 5592, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at a point in the north line of said 15 foot wide alley, said point being the northeast corner of a tract of land as vacated per Ordinance 64041; thence eastwardly along the north of said 15 foot wide alley south 82 degrees 57 minutes 02 seconds east 50.00 feet to the west line of Brother Thornton Way, 40 feet wide; thence leaving the north line of said 15 foot wide alley proceeding southwardly along the west line of said Brother Thornton Way south 07 degrees 27 minutes 28 seconds west 15.00 feet to the south line of said 15 foot wide alley; thence westwardly along the south line of said 15 foot wide alley north 82 degrees 57 minutes 02 seconds west 50.00 feet to a point, said point being the southeast corner of a tract of land as vacated per Ordinance 64041; thence leaving the south line of said 15 foot wide alley proceeding north 07 degrees 27 minutes 28 seconds east 15.00 feet to the point of beginning and containing 750 square feet (0.017 acres).

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioned by Saint Louis University High School. Area will be consolidated for expansion of school facilities.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley and streets, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley and streets provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: March 21, 2002**

**ORDINANCE #65475  
Board Bill No. 313**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on Parkview Place from Euclid Avenue eastwardly 577 feet to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of Parkview Place, a 60 feet wide street, between City Block 3890 to the north, and City Block 4781 (North) to the south, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the intersection of the southerly line of said City Block 3890, with the easterly right-of-way line of Euclid Avenue, varied width; thence along said southerly line, south 75 degrees 02 minutes 39 seconds east, a distance of 575.29 feet to the southeast corner of a

tract of land conveyed to St. Louis College of Pharmacy Parcel 9 as recorded in deed book M986, page 1568, of St. Louis City records; thence leaving said southerly line, south 14 degrees 57 minutes 21 seconds west, a distance of 60.00 feet to the northerly line of said City Block 4781 (North); thence along said northerly line, north 75 degrees 02 minutes 39 seconds west, a distance of 577.50 feet to the northwest corner of said City Block 4781 (North) being the intersection of said northerly line and the easterly right-of-way line of Euclid Avenue; thence north 17 degrees 04 minutes 11 seconds east, a distance of 60.04 feet to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioned by St. Louis College of Pharmacy. Area to be used as a private drive and cul-de-sac.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: March 21, 2002**

**ORDINANCE 65476  
Board Bill No. 339**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on the 15 foot wide east/west alley beginning at East College and extending westwardly 208 feet to a point in City Block

3399 as bounded by East College, Conde, East Warne, and Emily in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being the southeastern portion of northwest/southeast alley, 15 feet wide, in Block 3399, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the northwestern line of East College Avenue, 60 feet wide, with the southwestern line of Conde Street, 50 feet wide, thence south 45 degrees 00 minutes west 85.00 feet, along the northwestern line of said East College Avenue, to the northeastern line of said alley, and being the point of beginning, of the strip herein described; thence south 45 degrees 00 minutes west 15.00 feet, along the northwestern line of said East College Avenue, to the southwestern line of said alley; thence north 44 degrees 45 minutes 52 seconds west 207.29 feet, along the southwestern line of said alley, to the southeastern line of a northeast/southwest alley, 20 feet wide, in said block; thence north 42 degrees 09 minutes 13 seconds east 15.02 feet, along the southeastern line of the last said alley, to the northeastern line of said northwest/southeast alley; thence south 44 degrees 45 minutes 52 seconds east 208.10 feet, along the northeastern line of the last said alley, to the point of beginning and containing 3,115 square feet.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioned by Eddie L., Jr. and Carmen M. Gamble and others. Vacated area will be used in conjunction with residential development at 1913 East College and to resolve an ongoing dumping problem.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses

to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: March 21, 2002**

**ORDINANCE #65477**  
**Board Bill No. 437**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in Tara Lane beginning at Goodfellow and extending southeastwardly – 315 feet to a point in the City of Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

**SECTION ONE:** The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being part of Tara Lane, 50 feet wide, between City Block 4323S and City Block 4318, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the intersection of the southeast line of Goodfellow Boulevard, 80 feet wide, with the west line of said Tara Lane, (being the point of curvature of a 20 foot rounding); thence along said southeast line of Goodfellow Boulevard, north 62 degrees 51 minutes 07 seconds east 92.04 feet to a point of curvature; northeastwardly along a curve to the right having a radius of 1524.95 feet, a distance of 15.91 feet to the east line of said Tara Lane; thence along said east line, being also the west line of said City Block 4318, south 12 degrees 44 minutes 48 seconds west 325.67 feet to the south line of Lot 20 of McLaran's Subdivision of Lot 4 of Jennings Estate in Blocks 4318 and 4323S; thence along the south line of said Lot 20 and the south line of Lot 9 of said McLaran's Subdivision north 71 degrees 35 minutes 40 seconds west 50.25 feet to said west line of Tara Lane; thence along said west line of Tara Lane, north 12 degrees 44 minutes 48 seconds east 236.37 feet to a point of curvature; northwestwardly along said rounding, being a curve to the left, having a radius of 20 feet, a distance of 45.27 feet back to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioned by St. Louis Public Schools. Area will be used for construction of a new school.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

**SECTION NINE:** This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time

as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION TEN:** An affidavit stating that all of the conditions of this ordinance have been complied with must be submitted to the Board of Public Service for acceptance 1 year (365 days) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: March 21, 2002**

**ORDINANCE #65478**  
**Board Bill No. 351**  
**Committee Substitute**

An ordinance recommended by the Board of Public Service providing for the vacation and abolition of a public right-of-way and subsurface rights in a street located in City Block 3884, being a part of Buckingham Court in the City of St. Louis, Missouri, as hereinafter described, under certain terms and conditions.

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

**SECTION ONE.** The following public rights-of-way and public subsurface rights are upon the condition set out herein vacated and abolished, without any reservations of rights therein.

The public surface rights of vehicle, equestrian and pedestrian travel and public subsurface rights in a street located in City Block 3884, being a part of Buckingham Court in the City of St. Louis, Missouri, and further described as follows:

A tract of land lying in City Block 3884 of the City of St. Louis, Missouri and being part of Buckingham Court, 50 feet wide, as shown on Dameron's Subdivision, a subdivision recorded in Plat Book 19, Page 124 of the Recorder's Office of St. Louis City, Missouri and being more particularly described as follows:

Beginning at the intersection of the West right-of-way of Euclid Avenue, 60 feet wide and the South right-of-way of said Buckingham Court, said point also being the Northeast corner of Lot 20 of said Dameron's Subdivision and the TRUE POINT OF BEGINNING for the herein described tract; thence along the North line of said Lot 20, the North line of Lots 18 and 16 of said Dameron's Subdivision, and the North line of South Court, 44 feet wide, as vacated by Ordinance No. 63607, North 82 degrees 00 minutes 00 seconds West, a distance of 251.65 feet; thence leaving said North line of Lot 16, North 08 degrees 00 minutes 00 seconds East, a distance of 50.00 feet to the Southwest corner of Lot 4 of said Dameron's Subdivision; thence along the South line of said Lot 4 and the South line of Lot 2 of said Dameron's Subdivision, South 82 degrees 00 minutes 00 seconds East, a distance of 244.46 feet to the Southwest corner of said Lot 2, said point also being on said West right-of-way of Euclid Avenue; thence South 00 degrees 10 minutes 48 seconds West, a distance of 50.51 feet to the Point of Beginning and containing 0.28 acres (12,400 square feet) according to a survey by J. R. Grimes Consulting Engineers, Inc.

**SECTION TWO.** Area will be consolidated to accommodate the construction of a public parking structure.

**SECTION THREE.** The owners of the land may, at their election and expense, remove the surface pavement of said vacated street provided, however, that all cobblestones and granite curbing within the rights-of-way to be vacated that are removed shall be conveyed to a location to be designated by the Director of Streets of the City of St. Louis.

**SECTION FOUR.** The owners of the land shall design, construct and maintain a permanent pedestrian right of way, which shall measure not less than five (5) feet in width, between North Court and Euclid Avenue for the purpose of providing access to Euclid Avenue. Such pedestrian right of way shall be lighted and open to the public at all times.

**SECTION FIVE.** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owner's interest more than is reasonably required.

**SECTION SIX.** The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** This ordinance shall be ineffective unless within sixty days (60 days) after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred and twenty days (120) from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray; the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

**SECTION NINE.** An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance three hundred and sixty-five days (365) (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: March 21, 2002**

**ORDINANCE #65479**  
**Board Bill No. 356**

An Ordinance authorizing the Director of Public Safety and the Fire Chief, on behalf of the City of St. Louis, to enter into and execute Agreements with educational institutions, government agencies, scouting organizations and any other agency that is state or nationally approved training entity for the purpose of providing ride-along services as clinical experience. The city counselor's office shall approve the content of all such Agreements.

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

**SECTION ONE.** The Director of Public Safety and the Fire Chief, on behalf of the City of St. Louis are hereby authorized to enter into and execute Agreements for ride-along services as clinical experience with educational institutions, governmental agencies and any other agency or entity that is a state or nationally approved training entity. The city counselor's office shall approve the content of all such Agreements and nothing herein shall require the Director or Chief to enter into any Agreement with any such agency.

**SECTION TWO.** The Agreements shall be substantially similar to the agreement attached hereto and made a part hereof.

**Approved: March 21, 2002**

**ORDINANCE #65480**  
**Board Bill No. 334**  
**Committee Substitute**

An ordinance pursuant to Sections 70.210 et seq. RSMo, recommended by the Board of Public Service; authorizing certain improvements projects in Forest Park; authorizing and directing the execution on behalf of the City of St. Louis of a cooperation agreement pursuant to Sections 70.210 et seq. RSMO between the City and Forest Park Forever, Inc. relating to the installation of such improvements, in substantially the form attached;

**WHEREAS**, the City has adopted a Master Plan for Forest Park; and

**WHEREAS**, the City pursuant to Ordinance 64122 has contracted with Forest Park Forever, Inc. to raise funds for the implementation of projects constituting part of the Master Plan; and

**WHEREAS**, Forest Park Forever, Inc. has raised approximately Twenty-Three Million Dollars for projects for the improvement or reconstruction of the Jewel Box, the Grand Basin and Post-Dispatch Lake, the Boathouse and the Lindell Pavilion in Forest Park; and

**WHEREAS**, Forest Park Forever, Inc. proposes to implement such projects, subject to approval procedures provided by the Master Plan, including the approval of plans and specifications therefor by the Board of Public Service, and subject to the terms and conditions of a cooperation agreement authorized hereby; and

**WHEREAS**, the cooperation agreement authorized hereby provides in part that Forest Park Forever, Inc. may be authorized to implement additional specific projects in Forest Park, subject to various specified approvals; and

**WHEREAS**, pursuant to Sections 70.210 et seq. RSMo the City and Forest Park Forever, Inc. are authorized to enter into a contract for the planning, development and construction of public improvements or facilities; and

**WHEREAS**, this ordinance has been recommended by the Board of Public Service.

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

**SECTION ONE.** Any provision of Ordinance 64122 or of Ordinance 59741 (Ch. 22.42, City Code) to the contrary notwithstanding, installation of the following projects in Forest Park (the "FPF Projects") by Forest Park Forever, Inc. is hereby authorized and approved on behalf of the City, subject to Section Two hereof:

- A) Repair and renovation of the Jewel Box as described in Exhibit A hereto.
- B) Repair and renovation of the Grand Basin and Post-Dispatch Lake as described in Exhibit A hereto.
- C) Demolition of the existing boathouse and construction of a new boathouse at Post-Dispatch Lake as described in Exhibit A hereto.
- D) Repair and renovation of the Lindell Pavilion as described in Exhibit A hereto.

**SECTION TWO.** The authorization and approval of the installation of the FPF Projects by Forest Park Forever, Inc. pursuant to this ordinance is conditioned on the approval of such projects and the plans and specifications therefor as provided in the cooperation agreement authorized hereby (the "Cooperation Agreement"), and compliance by Forest Park Forever, Inc. with all of the provisions of the Cooperation Agreement.

**SECTION THREE.** The Director of Parks, Recreation and Forestry, Comptroller and other appropriate City officials are authorized and directed to execute and deliver, on behalf of the City, the Cooperation Agreement, in substantially the form attached as Exhibit B hereto.

**SECTION FOUR.** The Director of Parks, Recreation and Forestry, Comptroller and other appropriate City officials are authorized to execute on behalf of the City additional agreements or documents relating to and useful for the installation of the Forest Park Forever Projects and which are approved by the City Counselor as consistent with this Ordinance and the Cooperation Agreement.

**SECTION FIVE.** Upon its execution the Register shall cause a copy of the Cooperation Agreement to be filed in the office of the Missouri Secretary of State and in the office of the Recorder of Deeds of the City of St. Louis, as required by Section 70.300 RSMo.

**SECTION SIX.** 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.

**COOPERATION AGREEMENT CONCERNING  
FPF-FUNDED PROJECTS IN FOREST PARK**

This Agreement ("Agreement") entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2002 (the "Effective Date"), by and among The City of St. Louis, a Missouri municipal corporation ("City"), and Forest Park Forever, Inc., a Missouri not-for-profit corporation ("FPF").

**PREMISES**

1. The City is the owner of Forest Park, a park located within the City.

2. The City adopted a Master Plan for the revitalization of Forest Park on December 5, 1995 (as amended, the "Master Plan"), which calls for and approved various improvements to Forest Park.
3. The City and FPF are parties to a contract dated September 9, 1997 (the "City-FPF Contract") pursuant to which FPF is endeavoring to raise funds to be utilized in the implementation of the Master Plan.
4. The Master Plan and the City-FPF Contract provided certain procedures (the "Prior Procedures") for the approval and construction of projects which were to be jointly funded by the City and FPF.
5. The purpose of this Agreement is to provide procedures for the approval and construction of projects which are to be solely funded and implemented by FPF and upon completion by FPF donated to the City (the "FPF Projects"). The FPF Projects are: Grand Basin Post-Dispatch Lake, Boathouse, Jewel Box and Lindell Pavilion (the "FPF Projects"). The nature and locations of the FPF Projects are described in Exhibits 1 and 2 hereto.
6. The City, FPF and the Missouri Development Finance Board (the "MDFB") are parties to a contract dated August 18, 1998 (the "Tax Credit Agreement"), pursuant to which the MDFB grants credits against Missouri state income taxes to contributors of funds to be used for implementation of infra-structure projects, as defined in the Tax Credit Agreement, in Forest Park to be constructed pursuant to the Master Plan.
7. The presently estimated cost of each of the FPF Projects (including a 10% contingency) is set forth in Exhibit 2 hereto (the "Project Cost").
8. FPF has secured all of the funds necessary to pay the Project Costs for each of the FPF Projects from the sources set forth in Exhibit 3 hereto and has selected BSI Constructors, Inc. ("BSI") to act as FPF's Construction Manager in connection with the FPF Projects.
9. The plans for each FPF Project (the "Plans") have been approved by or will be presented for review by all necessary City departments pursuant to the approval process in the Master Plan for Privately Funded Projects, the Board of Public Service ("BPS"), and the utility companies prior to the issuance of a building permit to FPF by the City for each FPF Project.
10. Whereas, pursuant to Section 70.220 RSMo municipalities and private corporations authorized to contract and cooperate for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service.
11. The execution and delivery by the City of this Agreement has been authorized by Ordinance No. \_\_\_\_\_ (BB 334 as amended).
12. FPF is a Missouri not-for-profit corporation, which was organized to benefit Forest Park by raising money from private donors. FPF acknowledges that the promises and undertakings of the City herein are in furtherance of FPF's corporate purpose and constitute good and valuable legal consideration to FPF.
13. The parties wish to express their respective rights and obligations with respect to the FPF Projects and their desire to continue to cooperate in their efforts to implement the Master Plan for the revitalization of Forest Park in this Agreement.

#### TERMS

For and in consideration of the foregoing Premises, and of their mutual promises and undertakings herein set forth, the parties hereto contract and agree as follows:

**Section 1.** This Agreement is applicable to FPF Projects only after the Master Plan approval process for Privately Funded Projects depicted in Exhibit 4 ("the Approval Process") has been completed for a FPF Project, including the final approval of the plans and specifications for the FPF Project by the City's Board of Public Service. The Prior Procedures and Board of Public Service Order Number 782 shall not be applicable to the FPF Projects. The Director of Parks, Recreation and Forestry may authorize the full funding, implementation and donation to the City by FPF, pursuant to and subject to compliance with the Approval Process and the provisions of this Agreement, of additional FPF Projects which comply with the spirit and intent of the Master Plan.

**Section 2.** The cost of each FPF Project shall not exceed the amount stated on Exhibit 3, subject to the provisions of this Agreement.

**Section 3.** FPF on its own behalf and on behalf of BSI acknowledges that local contractor participation in the construction of the FPF Projects is an objective of the City and is desirable.

**Section 4.** FPF in the construction of each Project agrees to comply with the federal Americans with Disabilities Act; and shall file with the Secretary of BPS the name and address of all contractors and subcontractors who will work on the Project and the dollar amount of all contracts for FPF projects. All such contractors and subcontractors shall be licensed by the City and current on payment of all applicable City taxes; and shall secure and pay for all necessary licenses, permits and inspection fees relating to each FPF Project.

**Section 5.** FPF agrees that it will comply and will cause its contractors and subcontractors to comply in any work on the FPF Projects with the City’s policy on MBE/WBE participation in City contracts, presently established by Mayor’s Executive Order No. 28, to the extent applicable, and the following state statutes pertaining to public works; prevailing wages on public works, §§290.210-290.340, RSMo; public works during excessive unemployment §§290.550-290.580, RSMo; and prompt payment §§34.057, 34.058, RSMo.

**Section 6.** FPF and BSI shall issue a bid package for each FPF Project and shall broadly solicit bids from qualified contractors through public advertisement and other standard methods generally used in the St. Louis region to insure that competitive bids are received for each FPF Project. FPF shall, in its project bid packages as well as its construction and design contracts, require that the City shall secure all the rights and benefits of contractor and supplier warranties and, upon Project completion, shall receive copies of the “as-built” drawings for the Project. Within seven (7) days of receipt of the construction bids for each FPF Project, FPF shall provide a summary report of said bids to the City.

**Section 7.** If after receiving construction bids for each FPF Project FPF determines that qualified contractors cannot be secured to construct the Project in accordance with the Plans for the Project Cost, it shall immediately notify the Department of the President of BPS and the Director of Parks, Recreation and Forestry. In such event, the parties shall meet as soon as practical with BSI, the President of the Board of Public Service or his designee, the Director of Parks, Recreation and Forestry or his designee and FPF’s Design Consultant to determine what changes might be made in the Plans to secure a bid for the Project Cost. The parties shall have thirty (30) days to evaluate such changes and agree on modifications to the Plans. If the parties cannot agree to proceed with revised Plans, either the City or FPF may notify the other that the Project is terminated, in which event this Agreement shall cease and terminate, as to that Project, and neither party shall have any subsequent obligations hereunder as to that Project.

**Section 8.** Upon determination by FPF, based upon FPF’s own criteria, that acceptable bids which conform to the approved plans and specifications for the Project have been received from one or more contractors for each FPF Project, FPF shall have the authority to select the contractor(s) for the Project. FPF, upon such selection, shall designate on its financial statements the required FPF amount of the Project Cost (the “FPF Funds”) which shall thereafter be restricted solely for the payment of the contractors for the Project and other Project costs. A copy of the FPF financial statements shall be provided to the City Monitor quarterly during the construction of each FPF Project. FPF shall also provide the City Monitor evidence that the MDFB has received tax credit contributions for the Project (the “Tax Credit Funds”), which when added to the FPF Funds equal the Project Cost and that MDFB has restricted said funds for the payment of the MDFB portion of the Project Cost. FPF shall cause the MDFB to provide evidence to the FPF and the City Monitor that it shall transfer the Tax Credit Funds portion of each monthly draw to FPF within ten (10) days after receipt of a request for disbursement from FPF in the form attached hereto as Exhibit 5.

**Section 9.** After notifying BPS that the provisions of Sections 4, 6 and 8 have been complied with, FPF shall secure, or cause its contractors to secure, and file with the City, payment and performance bonds for work to be performed by its contractors, in the amounts and types recommended by BPS, and naming the City as an additional obligee. Unless recommended otherwise by BPS, the following shall be minimum requirements for any such payment and performance bonds:

- (i) Bonds shall be executed by a surety company satisfactory to the City and duly authorized to transact business in Missouri as evidenced by a Certificate of Authority granted by the Director of the Department of Insurance for the State of Missouri; and
- (ii) The surety company shall have a policy holder’s rating of “A-” or better and a financial rating of “V” or higher as indicated in the latest edition of Best’s Key Rating Guide; and
- (iii) The bonds shall be for the full dollar amount of the contract and any amendments thereto.

FPF shall also procure, or cause its contractors to procure, and maintain in force throughout the period of occupation of City property Workmen’s Compensation Insurance in amounts as required by Missouri law for work provided by their contractors, and Comprehensive General/Public Liability and Property Damage Insurance (including Automobile Public Liability & Property Damage) issued by an insurance provider authorized to transact business in the State of Missouri, in minimum amounts recommended by BPS. Unless recommended otherwise by BPS, said Comprehensive General/Public Liability and Property Damage Insurance shall be for the following minimum amounts:

- (i) General/Public Liability and Property Damage
  - Bodily Injury:
 

Each occurrence	\$1,000,000
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  - Property Damage:
 

Each accident	\$1,000,000
Aggregate	\$1,000,000
- (ii) Automobile Public Liability and Property Damage

**Bodily Injury:**

Each person	\$ 250,000
Each accident	\$1,000,000

**Property Damage:**

Aggregate	\$ 500,000;
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provided, however, that any such required minimum amounts shall not be construed to limit the liability of FPF or contractor(s). FPF shall file certificates of insurance with BPS reflecting the approved minimum coverage, naming the City as an additional named insured, and containing the statement, "The insurance policy or policies described by this certificate may not be canceled or altered without at least ten (10) days' advance written notice sent by Registered Mail and received by the City at the Office of the Secretary of the Board of Public Service."

**Section 10.** Upon compliance with Section 9, FPF shall negotiate and execute the construction contract(s) with the successful bidder(s). Thereupon, the City shall issue all necessary building permits and other authorizations to allow FPF and its contractors to commence construction on the FPF Project and authorize entry of FPF and its contractors onto the Project site for the purpose of constructing the Project.

**Section 11.** FPF shall have the right, in its sole discretion, to terminate and/or replace any contractor on a Project. FPF shall notify BPS, in writing, within seven (7) days of such action.

**Section 12.** The City shall designate a City representative as Monitor in connection with the FPF Projects. The initial Monitor is Joseph Kuss, Deputy City Engineer. The Monitor may be changed by the President, Board of Public Service upon one week's prior notice to FPF.

FPF shall furnish the Monitor with a copy of the bid package pursuant to Section 6 for review and comment within a reasonable time prior to its issuance, and shall advise the Monitor of the process for soliciting bids for each FPF Project.

FPF shall notify the Monitor when it believes acceptable bids have been received for an FPF Project and shall certify to the City that the bids to be accepted conform to the plans and specifications approved by the Board of Public Service for the FPF Project.

FPF shall furnish the Monitor with evidence of restriction of accounts and availability of MDFB funds pursuant to Section 8.

FPF shall notify the Monitor when FPF believes that Sections 4, 6 and 8 have been complied with for purposes of an FPF Project. Thereafter, if the Monitor agrees that such compliance has occurred, he shall notify FPF and BPS of that fact.

The Monitor shall review all bonds and insurance posted or tendered by FPF and its contractors in connection with any FPF Project for compliance with this Agreement and shall notify FPF of any deficiency.

The Monitor shall receive from FPF copies of all Project applications for payment (as that fee is used in Section 13 hereof) or other payment requisitions submitted to FPF and lien waivers for FPF Projects.

If the Monitor reasonably believes any material provision of this Agreement has been violated by FPF or that work being done or facilities being installed do not conform to the plans and specifications approved by the Board of Public Service, he shall notify FPF and the Monitor and the Director of Parks, Recreation & Forestry or his designee shall confer with FPF about the matter. If in the reasonable judgement of such Director the matter is not satisfactorily resolved within ten (10) days after notice to FPF, the Director may, but need not, request suspension of the building permits or other authorization to FPF and its contractors to enter City property for project installation purposes until the matter is resolved.

**Section 13.** FPF's contracts with BSI and all contracts of FPF or BSI with contractors, subcontractors or supplies shall contain the following provisions:

A. Based on the Construction Manager's observations and evaluations of each Subcontractor's Application for payment, the Construction Manager shall review and certify the amounts due the respective Subcontractors. The Construction Manager shall prepare a Project Application for Payment based on the Subcontractor's Certificates for payment. The Construction Manager's Certification for Payment shall constitute a representation to FPF, based upon the Construction Manager's determinations at the site and on the data comprising the Subcontractors' Applications for Payment, that to the best of the Construction Manager's knowledge, information, and belief, after reasonable inquiry, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. The issuance of a Certificate for Payment and acceptance by the Construction Manager shall further constitute a representation that the Subcontractor is entitled to payment in the amount certified.

B. Each Application for Payment submitted by the Construction Manager to FPF shall itemize and identify the amounts within each application which the Construction Manager intends to pay to each Subcontractor, materialman or supplier for

work performed on the Project up to the date of each application. The Construction Manager hereby agrees and is required to make payment, no later than ten (10) days after the receipt of payment from FPF, to each Subcontractor, materialman or supplier of all amounts identified in each application for payment as intended for said Subcontractor, materialman or supplier.

C. Notwithstanding the issuance of an approval or certificate for payment from the Project Architect, FPF shall have the right to withhold from payments due to the Construction Manager such sums as may be necessary to protect FPF against any loss or damage which may result from the negligence or unsatisfactory work by the Construction Manager or Subcontractors, failure by the Construction Manager or Subcontractors to perform their obligations, including failure to maintain satisfactory progress of the work, or claims against the Construction Manager or FPF relating to the Construction Manager's performance. In addition, FPF may withhold amounts because of a failure of the Construction Manager or Subcontractors to make proper payments to material suppliers, Subcontractors, or Sub-subcontractors, and where there is reasonable evidence indicating a probable failure or any claim against FPF or the Construction Manager in connection with the work on the Project. When the reasons for withholding certification or payment are removed, payment shall be made for amounts withheld because of them in response to the next filed Application for Payment.

D. FPF shall retain ten percent (10%) of the amount requested for each work category identified in the schedule of values, which retention shall not be released or reduced, except and only as permitted by this Section. When fifty percent (50%) of the value of the work for a given work category identified in the schedule of values has been completed, no further retainage shall be withheld from payments to the Construction Manager for work installed and material (fabricated) and equipment suitably stored in that category, provided that the Construction Manager and the Subcontractor responsible for the performance of the work in the category have met and continue to meet their schedule commitments and have met and continue to satisfy all other requirements of the Contract Documents. If the Construction Manager or the Subcontractor responsible for such work subsequently fails to meet schedule commitments or fails to satisfy any conditions of the Contract Documents, or if any of the circumstances or conditions described herein exist as would permit FPF to decline to make or certify payment, then the retainage fund for the category of work shall be restored to an amount equal to ten percent (10%) of all of the progress payments then and thereafter approved with respect to such work. Such fund shall be restored by deducting from the next progress payment an amount which, when added to retainage then withheld, will equal ten percent (10%) of all of the progress payments then approved with respect to such work. The retention held by FPF with respect to any work category shall be retained until Substantial Completion of all work on the Project, unless and only to the extent that FPF, in its sole and absolute discretion, chooses to release such retention at an earlier date. Within thirty (30) days after the work is Substantially Complete, the Construction Manager shall be entitled to payment of a sum sufficient to increase the total amount of the progress payments on the Project to 100% of the actual Cost of the work and the Construction Manager's Fee, minus an amount equal to 200% of the reasonable value of any work remaining to be completed. This retained amount shall be withheld until Final Payment, at which time it shall be released. Notwithstanding the foregoing, FPF may agree (in its sole discretion and on a case-by-case basis) to waive or reduce the retention requirements for specific subcontractors or suppliers.

E. Unless otherwise provided in the Project's Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Project site for subsequent incorporation in the Project. If approved in writing and in advance by FPF, payment may similarly be made for materials and equipment suitably stored off site at a location agreed upon by FPF. Payment for materials and equipment stored off site shall be conditioned upon compliance by the Construction Manager with procedures satisfactory to FPF to establish FPF's title to such materials and equipment or otherwise to protect FPF's interest and the Project from assertion of liens or encumbrances, and, on the Construction Manager's continued responsibility for damage or loss to such materials and equipment (subject to recovery allowed by the builder's risk insurance policy procured by FPF) and for safe delivery of such material and equipment to the site and their proper incorporation into the Project, and shall include applicable insurance, storage and transportation to the site for material and equipment stored off the site.

**Section 14.** FPF shall in each construction contract require each contractor to agree that no labor performed or materials furnished and incorporated in an FPF Project shall be the basis for filing a lien against the City or the Project. Furthermore, FPF shall indemnify and hold harmless the City from and against any liability arising from the claim of any lien against the City or against any FPF Project for construction performed or for labor, materials, services or other products incorporated in each Project. FPF shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien charge, encumbrance or claim on or with respect to any FPF Project or any part thereof other than as provided herein. FPF shall reimburse the City for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

**Section 15.** FPF shall furnish any request for a change order for the City Monitor within one (1) business day of FPF's receipt thereof, and shall notify the Monitor of any changes in Plan proposed by FPF. If FPF receives a request for a change order or desires to make such a change in Plan which would result in a substantial change in the FPF Project as designed, or would cause the FPF Project to be inconsistent with the approved plans and specifications or with any other prior approval of a City agency, such as the Cultural Resources office, it shall, prior to approving such change, secure the approval of the City to such change order. If any change order would increase the cost of any FPF Project beyond the Project Cost, the City and FPF shall endeavor to determine ways to reduce the Project Cost to cover the change. However, if FPF and the City agree on the design change and FPF agrees to pay the increased cost, FPF may, in its sole discretion, proceed with the change order. If the parties determine, after their analysis that the cost of a Change Order makes the completion of a Project financially infeasible, they shall jointly devise a plan to utilize the remaining Project Funds to mitigate the impact of the termination or abandonment of the Project.

**Section 16.** FPF shall retain at its offices copies of all Project invoices, lien waivers and payment records showing the amounts paid and the retainage, which shall be available during normal business hours to the City. If the City desires copies of such records, FPF shall provide them at no cost within seven (7) days of a written request for them from the City.

**Section 17.** Prior to the commencement of construction, FPF shall notify the City of the dates of commencement and anticipated completion of construction on each FPF Project. BPS, in conjunction with a representative of the Parks Department designated, shall determine and perform an inspection schedule at appropriate times during Project construction.

**Section 18.** Neither the City nor FPF shall take any action or fail to take any action which action or failure would cause the interest on the Forest Park Leasehold Revenue Improvement Bonds (City of St. Louis, Missouri, Lessee) Series 1997 issued by St. Louis Municipal Finance Corporation (the "Bonds") to be includable in gross income for Federal or Missouri income tax purposes. FPF further covenants that, so long as the Bonds remain outstanding, it will, to the best of its ability, maintain its status as an organization exempt from taxation.

**Section 19.** Upon completion of each FPF Project and prior to final payments and release of retainage, FPF shall notify the City, which shall inspect the Project. If the Project has been completed according to the Plans, BPS shall issue a Certificate of Completion to FPF. FPF shall then make the final payment to the contractors and suppliers and shall thereafter deliver copies of the "as built" drawings and warranties to BPS. Upon delivery and acceptance thereof by the City, the completed Project shall be the property of the City.

**Section 20. Representations and Warranties of The City.**

a. The City is a municipal corporation organized and existing under the constitution and laws of the State of Missouri and its Charter.

b. Execution of this Agreement has been duly authorized by the City and this Agreement is binding and enforceable against the City.

c. Execution of this Agreement and performance by the City of its obligations under this Agreement does not conflict with any other agreements to which the City is party.

d. The City is not a party to any pending litigation that concerns the validity of this Agreement or which would impair its ability to perform its obligations hereunder.

**Section 21. Representations and Warranties of FPF.**

a. FPF is a not-for-profit corporation duly organized and in good standing under the laws of the State of Missouri. FPF is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code (the "Code"). Contributions to FPF are eligible for federal income tax deductions.

b. FPF is a charitable organization which is described in Sections 170(d)(2)l, 2055(a) and 2522(a) of the Code. The contributions to FPF pursuant to the terms and conditions of this Agreement qualify for the federal gift tax charitable deduction or federal estate tax charitable deduction. If a contribution to FPF does not qualify for the gift tax charitable deduction or the federal estate tax charitable deduction, FPF will return the contribution to the party contributing the funds.

c. FPF has not engaged in any activity or accepted any contributions which would jeopardize its tax-exempt status or otherwise cause contributions to FPF to be ineligible for a federal income tax charitable deduction and federal gift tax charitable deduction or federal estate tax charitable deduction and FPF will not engage in any activity or accept any contributions which would jeopardize its tax-exempt status.

d. Execution of this Agreement has been duly authorized by the Board of Directors of FPF and this Agreement is binding and enforceable against FPF.

e. Execution of this Agreement and performance by FPF of its obligations under this Agreement does not conflict with any other agreements to which FPF is a party.

f. FPF is not party to any pending litigation that concerns the validity of this Agreement or which would impair its ability to perform its obligations hereunder.

g. Exhibit 3 hereto accurately reflects funds available to FPF as of the date hereof for the FPF Projects.

**Section 22. Representations and Warranties: Binding, When; Survival of.** The foregoing representations and warranties of the parties hereto shall be binding as of the date of execution of this Agreement.

**Section 23. Event of Default.** Except as expressly provided herein, if either party to this Agreement is in default hereunder, the other party shall give written notice to the Defaulting Party that such Defaulting Party is in default hereunder with respect to the matters described in such notice and such Defaulting Party has thirty (30) days in which to cure such default. If the Defaulting Party fails to cure such defaults within thirty (30) days after such default has occurred then an "Event of Default" shall be deemed to have occurred.

**Section 24. Remedies Following an Event of Default.** Following an Event of Default, the nondefaulting party shall have all rights and remedies available at law or in equity.

**Section 25. Notices.** All notices required to be given hereunder shall be given by certified mail, personal delivery or telefax (with a hard copy sent by first class mail) to the following addresses:

If to City: Director, Department of Parks, Recreation & Forestry  
5600 Clayton Avenue  
St. Louis, MO 63110  
Facsimile Number: (314) 535-3901

with copies to: City Counselor  
314 City Hall  
1200 Market Street  
St. Louis, MO 63103  
Attention: Francis M. Oates, Esq.  
Facsimile Number: (314) 622-4956

The President of the Board of Public Service  
c/o City Hall  
1200 Market Street  
St. Louis, MO 63103

If to FPF: Forest Park Forever  
5595 Grand Drive  
St. Louis, MO 63112  
Attn: Executive Director  
Facsimile Number: (314) 367-7622

with a copy to: S. Jerome Pratter, Esq.  
The Stolar Partnership  
911 Washington Avenue  
St. Louis, MO 63101  
Facsimile Number: (314) 436-8400

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

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be signed to its respective name and behalf and its official seal to be hereunto affixed and attested by duly authorized officers, all as of the date first above written.

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Director of Parks, Recreation and Forestry

By: \_\_\_\_\_  
Darlene Green  
Comptroller

APPROVED AS TO FORM:

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

ATTEST:

By: \_\_\_\_\_  
Register

**FOREST PARK FOREVER, INC.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A (to Ordinance)  
and  
EXHIBIT 1 (to Agreement)**

Grand Basin/Post-Dispatch Lakes – renovation, deepening, lake expansion and re-landscaping of existing lakes and surrounding areas in accordance with plan dated 2-1-02 by HOK Architect

Boathouse – new boathouse storage and repair facility and restaurant buildings design by Laurent Torno Architect

Jewel Box – total renovation of building in accordance with plans dated 12-1-01 by Christner & Associates Architect

Lindell Pavilion – total renovation of facility for visitor's and education center, food service and lockers design by Mackey Mitchell & Associates

#### EXHIBIT 2

<u>Project</u>	<u>Estimated Cost</u>
Grand Basin/Post-Dispatch Lake	\$10.9 million to \$12.9 million
Boathouse	\$2.2 million
Jewel Box	\$3.3 million
Lindell Pavilion	<u>\$3.8 million</u>
	\$20.2 million to \$22.2 million

#### EXHIBIT 3

##### Sources of Project Funds

Presently on deposit with Missouri Development Finance Board  
pursuant to Tax Credit Agreement dated August 18, 1998 \$ 8,173,115.52

Funds donated to FPF presently on deposit:

Bank of America account 873848 par value FHLB Discount Note	1,300,000.00
Bank of America safekeeping account 3-33383-5 FHLB par value discount notes, Freddie Mac Discount Note and US Treasury Bill	7,100,000.00
Nations Treasury Reserves Advisor Fund #333835	1,153,129.86
Nations Treasury Reserves Advisor Fund #873848	453,624.06
Nations Treasury Reserves Advisor Fund #1427062	425,700.12
Bank of America RTG money market #0118 5100 4704	326,952.86
SalomonSmithBarney account #486-19165-10 110 (Board designated endowment)	<u>892,277.64</u>
	11,651,684.54
Art Museum funds pledged and committed	<u>1,000,000.00</u>
	<u>\$20,824,800.06</u>

See attached Exhibit - Project Approval Process

#### EXHIBIT 4

Flow Chart from Master Plan

#### EXHIBIT 5

#### FORM OF DISBURSEMENT REQUEST

Disbursement Request No. \_\_\_\_\_

TO: Missouri Development Finance Board  
Harry S. Truman Building  
301 W. High Street, Room 680  
Jefferson City, Missouri 65101  
Attn: Finance Director

Re: **Forest Park Forever – Disbursement Request for the Board Project Account**

You are hereby requested pursuant to Section 4.2 of the Tax Credit Agreement dated as the 18<sup>th</sup> day of August, 1998 (the "Agreement"), to issue a check to Forest Park Forever for the project, \_\_\_\_\_, to permit Forest Park Forever



**ORDINANCE #65481**  
**Board Bill No. 119**

An ordinance pertaining to the building code; amending Section 119.1 of Section Three of Ordinance 64771 by adding a new paragraph authorizing the Building Commissioner to issue a Notice of Condemnation to the owner(s) of any building or structure which is used for the manufacture or storage of methamphetamine and containing an emergency clause.

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

**SECTION ONE.** Section 119.1 of Section Three of Ordinance 64771 is hereby amended to read as follows:

**119.1 Notification:** If, upon making an inspection and examination, the code official finds that a building, structure or premises has one or more of the defects described below, the code official shall notify in writing, as provided in Section 119.2, the owner(s) of said building, structure or premises, as recorded most recently in the City of Saint Louis Assessor's Office, the defects found in said building, structure or premises, and shall order them to proceed to properly demolish, repair, and secure or correct all conditions causing condemnation of said building, structure or premises within seven days. This document is to be known as a Notice of Condemnation. If the conditions have not been corrected by the date listed in the notice, the building, structure, premises, or portion thereof or appurtenance thereto will be condemned and shall be required to be vacated and secured. Possible defects shall be permitted to be one or more of the following:

1. The building or structure is in a condition which endangers either the lives or safety of persons, whether occupants or otherwise, or other property;
2. The condition of the building or structure by reason of the making of an excavation on the lot on which it is located, or any adjoining lot, endangers either the lives or safety of persons, whether occupants or otherwise, or other property;
3. The building, structure or premises is a fire hazard for any reason, including without limitation: obsolescence, dilapidation, deterioration, damage, lack of sufficient fire-resisting qualities, poor sanitation, or faulty electrical wiring, gas connections or heating apparatus;
4. The building or structure lacks safe or adequate facilities for means of egress in case of fire or panic;
5. The building or structure has any one or more of the following conditions:
  - A. Improperly distributed loads upon the floors or roof;
  - B. Overloaded floors or roofs;
  - C. Insufficient strength to be reasonably safe for its actual or intended use;
6. Any portion of the building or structure has been so damaged by fire, earthquake, wind, flood, vandalism, malicious mischief, or any other cause, that the building or structure is no longer safe or suitable for its actual or intended use;
7. Any interior or exterior portion, member, appurtenance, ornamentation or any other component of the building or structure is likely to fall or collapse, or become detached or dislodged, and thereby injure persons or damage property;
8. Any portion of the building or structure has racked, warped, buckled or settled to such an extent that its walls or other structural portions have insufficient resistance to fire, earthquake, wind, flood or similar perils;
9. Part or all of the building or structure is in danger of collapsing for any reason;
10. The building or structure has exterior walls or other vertical structural members which list, lean or buckle;
11. The building, structure or premises, or any portion thereof is, for any reason, unsafe for its actual or intended use;
12. The building or structure has been so damaged by fire, earthquake, wind, flood, vandalism, malicious mischief, or any other cause, or has become so dilapidated, deteriorated or decayed as to come within any one or more of the following categories:
  - A. The building or structure will attract and result in harm to children;
  - B. The building or structure is, or is likely to become, a harbor for vagrants, criminals or immoral persons;
  - C. The building or structure enables persons to resort thereto for the purpose of committing unlawful or immoral acts;
13. The building, structure or premises has been constructed, exists, or is being maintained in violation of any provisions of this code, or of any law of the City of Saint Louis;

14. The building or structure does not have the strength, fire-resisting qualities or weather-resisting qualities required by this code for newly constructed buildings of like area, height and occupancy;

15. The building, structure, or premises is used or intended to be used for purposes that are likely to injure the health, safety or welfare of persons who occupy or could occupy said building or structure by reason of any one or more of the following conditions:

- A. Inadequate maintenance, dilapidation, deterioration, decay or damage;
- B. Faulty construction;
- C. Inadequate light, ventilation or sanitation facilities;
- D. The building, structure or premises is being used for any illegal purposes;

16. Any portion of the building or structure has been left remaining on a site after its demolition or destruction;

17. The building or structure is vacant for a period in excess of six months, and because of its condition, it is unsafe or unsanitary, or it endangers property or the health, morals, safety or welfare of persons;

18. A building or structure is subject to demolition if the building or structure is vacant and has been ordered secured or has been secured by order of the code official for a period in excess of twelve months and has been condemned for occupancy or has been used in the commission of a crime subsequent to being ordered secured or being secured.

19. The building or structure is only partly constructed and construction has stopped for a period in excess of six months, and because of its condition, affects the health, safety and welfare of the adjacent properties.

20. Any building or structure used for the manufacture or storage of methamphetamine, lysergic acid diethylamide, phencyclidine, gamma hydroxybutyrate, flunitrazepam.

**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: April 1, 2002**

**ORDINANCE #65482  
Board Bill No. 131**

An ordinance pertaining to premises unlawfully used for controlled substances; prohibiting any person from knowingly opening or maintaining any premises for the purpose of unlawfully manufacturing, storing, distributing or using any controlled substance; further prohibiting any person from managing or controlling any building, room or enclosure as an owner, lessee, manager, agent, employee or mortgagee and intentionally renting, leasing or making available for use, with or without compensation, the building, room or enclosure for the purpose of unlawfully manufacturing, storing, distributing or using a controlled substance. containing a penalty clause and an emergency clause.

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

**SECTION ONE.** It shall be unlawful for any person to knowingly open or maintain any premises for the purpose of unlawfully manufacturing, storing, distributing or using any controlled substance.

**SECTION TWO.** It shall be unlawful for any person to manage or control any building, room or enclosure as an owner, lessee, manager, agent, employee or mortgagee and intentionally rent, lease or make available for use, with or without compensation, the building, room or enclosure for the purpose of unlawfully manufacturing, storing, distributing or using a controlled substance.

**SECTION THREE.** For purposes of this ordinance the term "controlled substances" shall be as defined in Chapter 195.010 et seq., as amended of the Revised Statutes of Missouri.

**SECTION FOUR.** Any person found guilty or entering a plea of guilty to a violation of any provision of this ordinance shall be subject to a fine of not less than Five Hundred Dollars (\$500.00) or a term of imprisonment of not more than Ninety (90) days or both a fine and imprisonment.

**SECTION FIVE.** 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: April 1, 2002**

**ORDINANCE #65483  
Board Bill No. 234**

An ordinance pertaining to projectile weapons: prohibiting the sale of projectile weapons which are concealable to any person under the age of twenty-one years; further prohibiting the possession of a concealed projectile weapon within the city of St. Louis; containing definitions, a penalty clause and an emergency clause.

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

**SECTION ONE.** Definitions. As used in this ordinance the following definitions shall apply:

“Projectile weapon” means any weapon with a barrel that is not a firearm as defined by Section 571.010 (6)RSMo., which is capable of expelling a projectile that could inflict serious physical injury or death by striking or piercing a person.

“Concealable projectile weapon” shall mean any weapon with a barrel less than sixteen inches in length, measured from the face of the bolt or standing breech.

**SECTION TWO.** No dealer or merchant shall sell, lease, loan, give away or deliver a concealable projectile weapon to any person under the age of twenty-one.

**SECTION THREE.** No person shall possess a concealed projectile weapon upon any street, alley, park, playground, vacant lot or publicly accessible building within the city of St. Louis.

**SECTION FOUR.** Any person found guilty of violating any provision of this ordinance shall be fine not less than Two Hundred Dollars (\$200) nor more than Five Hundred Dollars (\$500) or imprisoned for not more than Ninety (90) days or both such fine and imprisonment.

**SECTION FIVE.** 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: April 1, 2002**

**ORDINANCE #65484  
Board Bill No. 251**

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the U.S. Department of Justice or any other federal agency for the FY 2001 “Drug Free Communities Support Program” and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

**SECTION ONE:** The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the U.S. Department of Justice or any other federal agency for the FY 2001 “Drug Free Communities Support Program” and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

**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**



