

**ORDINANCE #66755**  
**Board Bill No. 105**

**AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING AND DIRECTING THE ISSUANCE AND DELIVERY OF NOT TO EXCEED \$1,800,000 PLUS ISSUANCE COSTS PRINCIPAL AMOUNT OF TAX INCREMENT REVENUE NOTES (2300 LOCUST STREET Redevelopment Project), OF THE CITY OF ST. LOUIS, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTES AND THE COVENANTS AND AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

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

**WHEREAS**, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act"), authorizes the City to undertake redevelopment projects within designated areas of the City; and

**WHEREAS**, staff and consultants of the City and NSI Ventures, LLC, a Missouri limited liability company (the "Developer"), prepared a plan for redevelopment titled "Tax Increment Blighting Analysis and Redevelopment Plan for the 2300 Locust Street Redevelopment Area" dated February 25, 2005, as amended April 1, 2005 (the "Redevelopment Plan"), for an area which consists of the building at 2300 Locust Street in downtown St. Louis (the "Redevelopment Area" or "Area"), which Redevelopment Area is more fully described in the Redevelopment Plan, attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, on April 13, 2005, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the elimination of blight, strengthening of the employment and economic base of the City, increased property values and tax revenues, stabilization of the Redevelopment Area, and facilitation of economic stability for the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

**WHEREAS**, on \_\_\_\_\_, 2005, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] authorizing the City to enter into a redevelopment agreement with Developer; and

**WHEREAS**, Pursuant to the Redevelopment Plan and Redevelopment Agreement, the City proposes to finance a portion of the costs of the Redevelopment Project by utilizing tax increment allocation financing in accordance with the TIF Act; and

**WHEREAS**, the City desires to issue, from time to time, its Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), (the "TIF Notes" or "Notes"), to provide funds for the aforesaid purpose, said Notes being payable solely from certain proceeds deposited into the Special Allocation Fund; and

**WHEREAS**, the City has determined that it is in the best interest of the City to sell the Notes from time to time at a private sale, without advertisement, to the Original Purchaser at a price equal to 100% of their face value; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that the Notes be issued and secured in the form and manner as hereinafter provided to carry out the Redevelopment Project.

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

**ARTICLE I.**  
**DEFINITIONS**

**Section 101 Definitions of Words and Terms.** In addition to the words and terms defined elsewhere in this ordinance (the "Ordinance"), the following capitalized words and terms, as used in this Ordinance, shall have the following meanings: "Act" or "TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri.

"Approved Investors" means (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.

"Approving Ordinance" means Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] adopted on \_\_\_\_\_, designating the

Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, making certain findings with respect thereto, adopting tax increment financing within the Redevelopment Area, establishing the Special Allocation Fund, and authorizing certain related actions by City officials.

“Authorized Denominations” means an initial amount of \$100,000 or any integral multiple of \$1,000 in excess thereof, except with respect to the TIF Note issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Note may be issued in any integral multiple of \$1,000, subject to the limitation provided in **Section 201** of this Ordinance.

“Authorizing Ordinance” means Ordinance No. \_\_\_\_\_ [ Board Bill No. \_\_\_\_], adopted on \_\_\_\_\_, 2005, affirming adoption of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project, authorizing execution of a Redevelopment Agreement for the construction of the Redevelopment Project and making certain findings related thereto.

“Available Revenues” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; and (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

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

“Certificate of Commencement of Construction” means a document substantially in the form of Exhibit C to the Redevelopment Agreement, delivered by the Developer to the City in accordance with the Redevelopment Agreement and evidencing commencement of construction of the Redevelopment Project.

“Certificate of Reimbursable Redevelopment Project Costs” means a document substantially in the form of Exhibit D to the Redevelopment Agreement provided by the Developer to the City in accordance with Redevelopment Agreement evidencing Reimbursable Redevelopment Project Costs incurred by the Developer.

“Certificate of Substantial Completion” means a document substantially in the form of Exhibit E, to the Redevelopment Agreement, issued by the Developer to the City in accordance with the Redevelopment Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to construct each particular Phase of the Redevelopment Project in accordance with the Redevelopment Plan and the Redevelopment Agreement.

“City” means the City of St. Louis, Missouri, a body corporate and political subdivision duly authorized and existing under its charter and the Constitution and laws of the State of Missouri.

“Debt Service Fund” means the fund by that name created in **Section 401** of this Ordinance.

“Developer” means NSI Ventures, LLC, a limited liability company duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest.

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

“EATs Account” means the Economic Activity Tax Account of the Special Allocation Fund.

“EATs Sub-Account” means the Economic Activity Tax Sub-Account of the Revenue Fund of the Special Allocation Fund.

“Finance Officer” means the Comptroller of the City or her authorized agent.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

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

“Maturity Date” means the date that is twenty-three (23) years after the date of adoption of the Approving Ordinance.

“Ordinance” or “Note Ordinance” means this Ordinance as from time to time amended in accordance with the terms hereof.

“Original Purchaser” means the Developer or an Approved Investor designated by the Developer as the Original Purchaser.

“Owner” means, when used with respect to any TIF Note, the present holder of any of the TIF Notes.

“Payment Date” means, with respect to any TIF Note, each March 1 and September 1, commencing on the first March 1 or September 1 that immediately succeeds the City’s acceptance of a Certificate of Substantial Completion for Phase I of the Redevelopment Project.

“Phase” means Phase I or Phase II, collectively or individually, as the context provides.

“Phase I” means redevelopment of a portion of the Redevelopment Area as described in the Redevelopment Plan, including without limitation: (a) acquisition of the Willys-Overland Building (commonly known as the SJI Building) located at 2300 Locust Street; (b) interior construction, rehabilitation and renovation of a portion of the Willys-Overland Building to include the front half of the first floor and all of floors four, five and six into commercial office space; (c) construction and rehabilitation of parking facilities, lighting, sidewalk paving, curbs and gutters, if any, and landscaping; (d) construction, reconstruction or rehabilitation of the building façade; (e) relocation of one hundred forty (140) employees of The National System, Inc. into the Willys-Overland Building; and (d) professional fees, including without limitation architecture, engineering, surveying, legal, and planning and consulting costs.

“Phase II” means redevelopment of a portion of the Redevelopment Area as described in the Redevelopment Plan, including without limitation: (a) interior construction, rehabilitation and renovation of a portion of the Willys-Overland Building to include the back half of the first floor and all of floors two and three into commercial and office space; and (b) professional fees, including without limitation architecture, engineering, surveying, legal, and planning and consulting costs.

“Payments in Lieu of Taxes” or “PILOTS” shall have the meaning ascribed to such term in Section 99.805(10) of the TIF Act.

“PILOTS Account” means the Payments in Lieu of Taxes Account of the Special Allocation Fund.

“PILOTS Sub-Account” means the Payments in Lieu of Taxes Sub-Account of the Revenue Fund of the Special Allocation Fund.

“Redevelopment Agreement” means that certain Redevelopment Agreement dated as of \_\_\_\_\_, 2005, between the City and the Developer, as may be amended from time to time.

“Redevelopment Area” means the real property legally described and set forth on **Exhibit A**, attached hereto and incorporated herein by reference.

“Redevelopment Plan” means the plan titled “*Tax Increment Blighting Analysis and Redevelopment Plan for the 2300 Locust Street Redevelopment Area*” dated February 25, 2005, as amended April 1, 2005, as approved by the City on \_\_\_\_\_, 2005, pursuant to the Approving Ordinance, as such plan may from time to time be amended in accordance with the TIF Act.

“Redevelopment Project” or “2300 Locust Street Redevelopment Project” means the redevelopment of Phase I and Phase II of the Redevelopment Area as described in the Redevelopment Plan and the Redevelopment Agreement.

“Register” means the books for registration, transfer and exchange of the TIF Notes kept at the office of the Finance Officer.

“Reimbursable Redevelopment Project Costs” means those Redevelopment Project Costs for which the Developer is eligible for reimbursement in accordance with the TIF Act and, in any event, in accordance with the Redevelopment Agreement.

“Related Entity” means any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Special Allocation Fund” means the City of St. Louis, Missouri, 2300 Locust Street Special Allocation Fund created by Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_] adopted by the City on \_\_\_\_\_, 2005 and including the accounts and sub-accounts for the 2300 Locust Street Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement, including a PILOTS Account and an EATS Account.

“Taxable TIF Notes” means the City’s Taxable Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), Series 200\_, as further described in Article II hereof.

“Tax-Exempt TIF Notes” means the City’s Tax-Exempt Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), Series 200\_, as further described in Article II hereof.

“TIF Notes” means the not to exceed \$1,800,000 plus Issuance Costs Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), Series 200\_ issued by the City pursuant to and subject to the Redevelopment Agreement and this Ordinance in substantially the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

“TIF Revenues” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(10) of the TIF Act)

attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(16) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2004 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

**Section 102 Rules of Construction.** For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies. The headings and captions herein are not a part of this document.
- (c) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (d) Whenever an item or items are listed after the word "including," such listing is not intended to be an exhaustive listing that excludes items not listed.

## ARTICLE II. AUTHORIZATION OF TIF NOTES

**Section 201 Authorization of TIF Notes.** There are hereby authorized and directed to be issued by the City one or more series of the TIF Notes in an aggregate principal amount not to exceed \$1,800,000 plus Issuance Costs. The TIF Notes shall be in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference.

### **Section 202 Description of TIF Notes.**

- (a) Title of TIF Notes. There shall be issued one series of one or more Taxable TIF Notes in an aggregate principal amount not to exceed \$1,800,000 plus Issuance Costs authorized hereunder and one series of one or more Tax-Exempt TIF Notes in an aggregate principal amount not to exceed \$1,800,000 plus Issuance Costs less the aggregate principal amount of Taxable TIF Notes. The Taxable TIF Notes shall be designated "Taxable Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), Series 200\_". The Tax-Exempt TIF Notes shall be designated "Tax-Exempt Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), Series 200\_". The TIF Notes may have such further appropriate particular designation added to or incorporated in such title for the TIF Notes of any particular series as the City may determine.
- (b) Form of TIF Notes. The TIF Notes shall be substantially in the form set forth in **Exhibit B**, attached hereto and incorporated herein by reference, with such appropriate variations, omissions and insertions as are permitted or required by this Ordinance, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.
- (c) Terms of TIF Notes. The TIF Notes shall mature (subject to redemption and payment prior to maturity as provided in **Article III** hereof), on the date that is twenty-three (23) years after the date of adoption of the Approving Ordinance. Each TIF Note shall bear simple interest at a fixed rate per annum equal to (i) seven percent (7%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation, or (ii) five and one-half percent (5 1/2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.
- (d) Denominations. The TIF Notes shall be issuable as fully registered TIF Notes in Authorized Denominations.
- (e) Numbering. Unless the City directs otherwise, each series of TIF Notes shall be numbered from R-1 upward.
- (f) Dating. The TIF Notes shall be dated as provided in **Section 207**, as evidenced by the Finance Officer's signature on **Schedule A** to each TIF Note.

(g) Evidence of Principal Payments. The payment of principal of the TIF Notes on each Payment Date shall be noted on the TIF Notes on **Schedule A** thereto. The TIF Notes and the original **Schedule A** thereto shall be held by the Finance Officer in trust, unless otherwise directed in writing by the Owners thereof. If the TIF Notes are held by the Finance Officer, the Finance Officer shall, on each Payment Date, send a revised copy of **Schedule A** via facsimile to the Owner. Absent manifest error, the amounts shown on **Schedule A** held by the Finance Officer shall be conclusive evidence of the principal amount paid on the TIF Notes.

(h) Sale of TIF Notes. When TIF Notes have been executed and authenticated as required by this Ordinance, the Finance Officer shall hold the TIF Notes in trust or, if directed in writing by the Owners thereof, deliver the TIF Notes to or upon the order of the Owners thereof, as provided in paragraph (g) above, but only upon payment to the City of a purchase price equal to one hundred percent (100%) of the face amount of the TIF Notes, which payment shall be deemed to have occurred under the circumstances described in **Section 405** of this Ordinance.

**Section 203 Finance Officer to Serve as Paying Agent and Registrar.** The Finance Officer is hereby designated as the paying agent for the payment of principal of and interest on the TIF Notes and the bond registrar with respect to the registration, transfer and exchange of the TIF Notes and for allocating and holding funds as provided herein.

**Section 204 Security for TIF Notes.** All TIF Notes shall be equally and ratably secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

**Section 205 Method and Place of Payment of TIF Notes.** The principal of and interest on the TIF Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment shall be made by the Finance Officer at his/her offices on each Payment Date upon presentation of the applicable TIF Notes by a duly authorized representative of the Owner. Principal and interest shall be payable by check or draft at the office of the Finance Officer to the person in whose name such TIF Note is registered on the Register on each Payment Date.

**Section 206. Registration, Transfer and Assignment.** So long as the TIF Notes remain outstanding, the City shall cause to be kept at the office of the Finance Officer books for the registration, transfer and exchange of the TIF Notes as herein provided. The TIF Notes when issued shall be registered in the name of the Original Purchaser thereof on the Register.

The TIF Notes and beneficial interest therein may only be purchased by or transferred or assigned to Approved Investors upon the execution by each proposed purchaser, transferee or assignee of a letter in substantially the form of **Exhibit C**, attached hereto and incorporated herein by reference, stating that such purchaser, transferee or assignee (i) is an Approved Investor and (ii) has sufficient knowledge and experience in business and financial matters in general, and investments such as the TIF Notes in particular, to enable the purchaser, transferee or assignee to evaluate the risks involved in an investment in the TIF Notes. The TIF Notes may be transferred and exchanged only upon the records of the City. Upon surrender of a TIF Note to the Finance Officer, the Finance Officer shall transfer or exchange the TIF Notes for a new TIF Note or TIF Notes, which shall be (i) in minimum denominations or multiples of One Thousand Dollars (\$1,000), except with respect to the TIF Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which TIF Notes may be issued in any denomination, subject to the limitation on the aggregate principal amount, and (ii) of the same Maturity Date and in the same aggregate principal amount outstanding as the TIF Note which was presented for transfer or exchange. The TIF Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Finance Officer, duly executed by the Owner thereof or by the Owner's duly authorized agent. Upon any transfer, exchange or assignment as provided in this Section, the transferor shall reimburse the City for all of the reasonable out-of-pocket costs incurred by the City in connection with the administration of such transfer, exchange or assignment.

**Section 207 Execution, Authentication and Delivery of the TIF Notes.** Each of the TIF Notes, including any TIF Notes issued in exchange or as substitution for the TIF Notes initially delivered, shall be signed by the manual or facsimile signature of the Mayor and the Finance Officer of the City, attested by the manual or facsimile signature of the Register of the City, and shall have the official seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any TIF Note ceases to be such officer before the delivery of such TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any TIF Note may be signed by such persons who at the actual time of the execution of such TIF Note are the proper officers to sign such TIF Note although at the date of such TIF Note such persons may not have been such officers.

The Mayor, Finance Officer and Register of the City are hereby authorized and directed to prepare and execute the TIF Notes as hereinbefore specified, and when duly executed, to deliver the TIF Notes to the Finance Officer for authentication.

The TIF Notes shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Schedule A of Exhibit B** hereto, which shall be manually executed by an authorized signatory of the Finance Officer, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the TIF Notes that may be issued hereunder at any

one time. No TIF Note shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose until the certificate of authentication has been duly executed by the Finance Officer. Such executed certificate of authentication upon any TIF Note shall be conclusive evidence that such TIF Note has been duly authenticated and delivered under this Ordinance.

The TIF Notes shall be initially executed and authenticated by the City upon acceptance of the following: (i) a Certificate of Substantial Completion of Phase I; (ii) a Certificate of Reimbursable Redevelopment Project Costs; (iii) an opinion of Bond Counsel regarding the taxable nature of the TIF Notes; (iv) the full payment of all advances required to be paid under Section 2.2 of the Agreement; and (v) such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by Section 5.1 of the Redevelopment Agreement.

Upon the Developer's satisfaction of the foregoing conditions and upon approval of each Certificate of Reimbursable Redevelopment Project Costs, the Finance Officer shall either: (i) at the request of the City upon instructions of the Developer, endorse an outstanding TIF Note on **Schedule A** thereto to evidence an increase in the aggregate principal amount equal to such Reimbursable Redevelopment Project Costs, or (ii) at the request of the City upon instructions of the Developer issue a new TIF Note in a principal amount equal to such Reimbursable Redevelopment Project Costs, or any combination thereof. Each date of endorsement of each such TIF Note shall be the date of acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs. Thereupon, pursuant to **Section 202(h)**, the TIF Notes shall either be held or delivered to or upon the order of the party submitting the Certificate of Reimbursable Redevelopment Project Costs relating to such Notes.

**Section 208 Mutilated, Lost and Stolen TIF Notes.** If any mutilated TIF Note is surrendered to the Finance Officer or the Finance Officer receives evidence to his/her satisfaction of the destruction, loss or theft of any TIF Note and there is delivered to the Finance Officer such security or indemnity as may be required by it to save the City and the Finance Officer harmless, then, in the absence of notice to the Finance Officer that such TIF Note has been acquired by a bona fide purchaser, the City shall execute and the Finance Officer shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen TIF Note, a new TIF Note with the same Maturity Date and of like tenor and principal amount. Upon the issuance of any new TIF Note under this Section, the City and the Finance Officer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith. If any such mutilated, destroyed, lost or stolen TIF Note has become or is about to become due and payable, the Finance Officer may, in its discretion, pay such TIF Note instead of issuing a new TIF Note.

**Section 209 Cancellation, Discharge and Abatement of TIF Notes.** All TIF Notes that have been paid or redeemed or that otherwise have been surrendered to the Finance Officer, either at or before the Maturity Date, shall be canceled and destroyed by the Finance Officer in accordance with existing security regulations upon the payment or redemption of such TIF Note and the surrender thereof to the Finance Officer. The Finance Officer shall execute a certificate in duplicate describing the TIF Notes so cancelled and destroyed, and shall file an executed counterpart of such certificate with the City.

**NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN THE REDEVELOPMENT AGREEMENT.**

### ARTICLE III. REDEMPTION AND PAYMENT OF PRINCIPAL AND INTEREST

**Section 301 Optional Redemption.** The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption. The TIF Notes shall be called by the City for optional redemption pursuant to this Section without the necessity of any action by the City other than as provided in **Section 403** of this Ordinance. If only a partial redemption is to occur, then each TIF Note shall be redeemed in the order of maturity designated by the City, and within any maturity the TIF Notes shall be redeemed in Authorized Denominations by the City in such manner as it may determine. In the event of an optional redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least thirty (30) days (five days if all of the Notes are owned by the Developer) and not more than sixty (60) days prior to the date fixed for redemption, to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of optional redemption shall be dated and shall contain the following information: (a) the redemption date; (b) the redemption price; (c) if less than all outstanding Notes are to be redeemed, the identification number and maturity date(s) (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed; (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer. The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

**Section 302 Special Mandatory Redemption.** All TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, which amount of principal being redeemed shall be an amount equal to Available Revenues then on deposit in the applicable account of the Special Allocation Fund and which will not be required for the payment of interest on such Payment Date.

**Section 303 Selection of Notes to be Redeemed.** TIF Notes shall be redeemed only in Authorized Denominations. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes or portions of TIF Notes to be redeemed shall be selected in Authorized Denominations by the Fiscal Agent in such equitable manner as it may determine. In the case of a partial redemption of TIF Notes when TIF Notes of denominations greater than the minimum Authorized Denomination are then outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate TIF Note of the denomination of the minimum Authorized Denomination.

**Section 304 Notice and Effect of Call for Redemption.** In the event of any optional or special mandatory redemption of the Notes, unless waived by any Registered Owner of Notes to be redeemed, official notice of any redemption shall be given by the Finance Officer on behalf of the City by mailing a copy of an official redemption notice by first class mail to each Registered Owner of the Notes to be redeemed at the address shown on the Note Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the redemption date;
- (b) the redemption price;
- (c) if less than all Outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption of any Notes, the respective principal amounts) of the Notes to be redeemed;
- (d) a statement that on the redemption date the redemption price will become due and payable upon each Note or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the redemption date; and
- (e) the place where such Notes are to be surrendered for payment of the redemption price, which shall be the office of the Finance Officer.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption. All Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

#### ARTICLE IV. FUNDS AND REVENUES

**Section 401 Creation of Funds and Accounts.** There are hereby created or ratified and ordered to be established in the treasury of the City the Special Allocation Fund into which all TIF Revenues shall be deposited, and within it the following separate funds and accounts:

- (a) a PILOTS Account
- (b) an EATS Account
- (c) a Revenue Fund and, within it, (i) a PILOTS Sub-Account; and (ii) an EATS Sub-Account, into which all Available Revenues shall be deposited;
- (d) a Debt Service Fund; and
- (e) a Project Fund.

**Section 402 Administration of Funds and Accounts.** The Special Allocation Fund and the funds and accounts established therein shall be maintained in the treasury of the City and administered by the City solely for the purposes and in the manner as provided in the Act, this Ordinance, the Approving Ordinance, and the Authorizing Ordinance so long as any TIF Notes remain outstanding hereunder.

**Section 403 Revenue Fund.**

- (a) On or before the date that is five (5) days prior to each Payment Date while the TIF Notes remain outstanding, the City shall transfer all Available Revenues on deposit in the Special Allocation Fund for deposit into the Revenue Fund of the Special Allocation Fund.

Moneys in the Revenue Fund shall be disbursed by the Finance Officer on each Payment Date, first from the EATs Sub-Account and second from the PILOTS Sub-Account for the purposes and in the amounts as follows:

*First*, Pass-Through Payments, as provided below;

*Second*, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate

*Third*, to the Comptroller of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Comptroller and one half to the St. Louis Development Corporation), an amount equal to the lesser of i) Three Thousand Six Hundred Dollars and no/100 (\$3,600.00), or ii) 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Fourth*, to the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any TIF Notes on each Payment Date;

*Fifth*, to the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any TIF Notes on each Payment Date;

*Sixth*, to the Debt Service Fund, an amount sufficient to pay the principal of any TIF Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Seventh*, all other remaining money in the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

All money in the PILOTs Account of the Special Allocation Fund up to an amount equal to one hundred percent (100%) of the PILOTs payments deposited in the PILOTs Account shall be declared as Surplus and distributed in the manner provided in the TIF Act (the "Pass-Through Payment").

If monies available in the Special Allocation Fund are insufficient to reimburse the City as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next payment date, with interest thereon at the same rate as the tax-exempt TIF Obligations.

(b) Upon the payment in full of the principal of and interest on all TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under this Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

#### **Section 404 Debt Service Fund.**

(a) All amounts paid and credited to the Debt Service Fund shall be expended solely for (i) the payment of the principal of and interest on the TIF Notes as the same mature and become due or upon the redemption thereof, said TIF Notes all being subject to special mandatory redemption thereof, or (ii) to purchase Notes for cancellation prior to maturity.

(b) The City hereby authorizes and directs the Finance Officer to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the TIF Notes as the same become due and payable, and to make said moneys so withdrawn available for the purpose of paying said principal of and interest on the TIF Notes.

(c) After payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in this Ordinance), payment of the fees and expenses of the Finance Officer, and payment of any other amounts required to be paid under this Ordinance, all amounts remaining in the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

**Section 405 Project Fund.** Upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note pursuant to **Section 207** of this Ordinance, the City shall disburse the proceeds from the sale of the TIF Note to Developer to reimburse Developer for Reimbursable Redevelopment Project Costs in accordance with the terms of the Redevelopment Agreement. Upon Acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance or endorsement of a TIF Note pursuant to **Section 207** of this Ordinance, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Note and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have reimbursed the Developer or paid for in full for such costs from the amounts deemed to be on deposit in the Project Fund.

**Section 406 Nonpresentment of Notes.** If any TIF Note is not presented for payment when the principal thereof becomes due at stated maturity or prior redemption date, if funds sufficient to pay such TIF Note have been made available to the Finance Officer, all liability of the City to the Registered Owner thereof for the payment of such TIF Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Finance Officer to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such TIF Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said TIF Note. If any TIF Note is not presented for payment within five (5) years following the date when such TIF Note becomes due at maturity, the Finance Officer shall repay to the City the funds theretofore held by it for payment of such TIF Note, and such TIF Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Finance Officer, and the City shall not be liable for any interest thereon and shall not be regarded as a Finance Officer of such money.

## ARTICLE V. REMEDIES

**Section 501 Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Owner. The Owner shall have the right:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Owner against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owner.

**Section 502 Limitation on Rights of Owner.** The Owner secured hereby shall not have any right in any manner whatever by its action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided.

**Section 503 Remedies Cumulative.** No remedy conferred herein upon the Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owner by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by the Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Owner, then, and in every such case, the City and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VI. DEPOSIT AND INVESTMENT OF MONEYS

**Section 601 Deposits of Moneys.** All moneys deposited with or paid to the Finance Officer for the account of the various funds established under this Ordinance shall be held by the Finance Officer in trust and shall be applied only in accordance with this Ordinance. The Finance Officer shall not be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

**Section 602 Investment of Moneys.** Moneys held in any fund or account referred to in this Ordinance shall be invested by the City in Government Obligations or in time or demand deposits or in certificates of deposit issued by any bank having combined capital, surplus and undivided profits of at least Fifty Million Dollars (\$50,000,000) but only to the extent such time or demand deposits or certificates of deposit are fully insured by the Federal Deposit Insurance Corporation; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund or account.

## ARTICLE VII. MISCELLANEOUS PROVISIONS

**Section 701 Covenant to Request Appropriations.** The City agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen for each fiscal year that the TIF Notes are outstanding a request for an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in **Section 403** of this Ordinance.

**Section 702 Tax Matters.** Neither the City nor the Developer shall use or permit the use of any proceeds of the Tax Exempt TIF Note to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause the Tax Exempt TIF Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use or permit the use of any proceeds of the Tax Exempt TIF Note, and shall not take or permit to be taken any other action or actions, which would result in the Tax Exempt TIF Note being treated as other than an obligation described in Section 103(a) of the Code. The City (to the extent within its power or discretion) and the Developer shall not use any portion of the proceeds of the Tax Exempt TIF Note, including any investment income earned on such proceeds, in any manner that would cause the Tax Exempt TIF Note to be a "private activity bond" within the meaning of Section 141(a) of the Code. The officers of the City, including the Mayor, the Finance Officer and the Register, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this

Section.

**Section 703 Payments Due on Saturdays, Sundays and Holidays.** In any case where the Payment Date is a Saturday, a Sunday or a legal holiday or other day that is not a business day, then payment of principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the Payment Date, and no interest shall accrue for the period after such date.

**Section 704 Notices, Consents and Other Instruments.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Owner of the TIF Notes may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the TIF Note, if made in the following manner, shall be sufficient for any of the purposes of the Ordinance, and shall be conclusive in favor of the City with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the TIF Note, the amount or amounts and other identification of the TIF Note, and the date of holding the same shall be proved by the registration books of the City.

**Section 705 Execution of Documents; Further Authority.** The City is hereby authorized to enter into and the Mayor and the Finance Officer of the City are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the TIF Notes and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The officers of the City, including without limitation the Mayor, the Finance Officer and the Register, are hereby authorized and directed to execute, and the City Register is hereby authorized and directed where appropriate to attest, all certificates, documents or other instruments, and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instrument and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 706 Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 707 Governing Law.** This Ordinance shall be governed exclusively by and constructed in accordance with the applicable internal laws of the State of Missouri.

**Section 708 Private Sale.** The Board of Aldermen of the City hereby declares that it is in the City's best interest to sell the TIF Notes at private sale because a public sale of the TIF Notes would cause additional expense to the City and because the condition of the current financial markets makes such a public sale not feasible or the best course of action for the City.

**Section 709 Termination.** After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; provided that if, within ninety (90) days after the effective date of this Ordinance, the Developer has not (i) executed a redevelopment agreement pertaining to the Redevelopment Project and (ii) paid all fees due to the City in accordance with the terms of the redevelopment agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, provided further, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

**EXHIBIT A  
Legal Description of 2300 Locust Street Redevelopment Area**

**EXHIBIT B  
Form of Note**

**THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO "APPROVED INVESTORS," AS DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

Registered  
No. R-\_\_

Registered  
Not to Exceed **\$1,800,000**  
plus Issuance Costs  
(See **Schedule A** attached)

## CITY OF ST. LOUIS, MISSOURI

[TAXABLE][TAX-EXEMPT] TAX INCREMENT REVENUE NOTE  
 (2300 Locust Street Redevelopment Project)  
 SERIES 200\_\_

Rate of Interest:      Maturity Date:      Dated Date:      CUSIP Number:  
 [7%][5½%]      \_\_\_\_\_, 2028      \_\_\_\_\_,      None

REGISTERED OWNER:

PRINCIPAL AMOUNT:      See **SCHEDULE A** attached hereto.

The CITY OF ST. LOUIS, MISSOURI, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable each March 1 and September 1 (each, a "Payment Date"), commencing on the first March 1 or September 1 following the acceptance of the Certificate of Substantial Completion of Phase I in accordance with the Redevelopment Agreement between the City and NSI Ventures, LLC (the "Developer"), dated as of \_\_\_\_\_, 2005 (the "Redevelopment Agreement"), until the TIF Notes are paid in full. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in Ordinance No. \_\_\_\_\_ adopted by the Board of Aldermen on \_\_\_\_\_, 2005 (the "Note Ordinance") or the Redevelopment Agreement.

**THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY-THREE YEARS FROM THE DATE OF APPROVAL BY THE MAYOR OF THE APPROVING ORDINANCE APPROVING THE REDEVELOPMENT PROJECT, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL. REFERENCE IS MADE TO THE NOTE ORDINANCE FOR A COMPLETE DESCRIPTION OF THE CITY'S OBLIGATIONS HEREUNDER.**

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity or upon earlier redemption as provided in Article III of the Note Ordinance to the person in whose name this TIF Note is registered at the maturity or redemption date hereof, upon presentation and surrender of this TIF Note at the payment office of the Finance Officer of the City or her authorized agent (the "Finance Officer"). The principal of and interest on the TIF Notes shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft at the office of the Finance Officer to the person in whose name this TIF Note is registered on the Register on each Payment Date. Except as otherwise provided in Section 208 of the Note Ordinance with respect to mutilated, destroyed, lost or stolen TIF Notes, no principal on the TIF Notes is payable unless the Owner thereof has surrendered such TIF Notes at the office of the Finance Officer.

This TIF Note is one of an authorized series of fully registered Notes of the City designated "City of St. Louis, Missouri, [Taxable][Tax-Exempt] Tax Increment Revenue Notes (2300 Locust Street Redevelopment Project), Series 200\_\_," issued in an aggregate principal amount of not to exceed \$1,800,000 plus Issuance Costs (the "Notes"). The TIF Notes are being issued for the purpose of paying a portion of the Redevelopment Project Costs in connection with the Redevelopment Plan, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, of the Revised Statutes of Missouri (2000) (the "Act"), and pursuant to the Note Ordinance.

The TIF Notes and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available Revenues and other moneys pledged thereto and held by the Finance Officer as provided herein. "Available Revenues" means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account; and (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

The monies on deposit in the PILOTS Account of the Special Allocation Fund are those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Area (as described in Exhibit A to the Note Ordinance) and any applicable penalty and interest over and above the initial equalized assessed value (as provided for by Section 99.855 of the Act) of such unit of property in the Redevelopment Area, as allocated and paid to the City's Treasurer by the City's Collector of Revenue who shall deposit such PILOTS into the Special Allocation Fund while tax increment financing remains in effect.

The monies on deposit in the EATs Account of the Special Allocation Fund are those amounts equal to fifty percent (50%)

of the total additional revenues from taxes, penalties and interest which are imposed by the City or other taxing district (as that term is defined in Section 99.805(16) of the Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2004 (subject to annual appropriation by the City as provided in the Act), while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000), and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) all in accordance with Section 99.845.3 of the Act, as may be amended from time to time. Notwithstanding the foregoing, EATs shall not include the operating levy for school purposes imposed by or any sales tax imposed by the Transitional School District of the City of St. Louis.

All TIF Notes shall be equally and ratably secured by Available Revenues. The TIF Notes shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available Revenues. The taxing power of the City is not pledged to the payment of the TIF Notes either as to principal or interest. The TIF Notes shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. **THE OBLIGATIONS OF THE CITY WITH RESPECT TO THE TIF NOTES SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THE TIF NOTES OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).**

Available Revenues shall be applied, first from the EATS Sub-Account and then from the PILOTS Sub-Account to payments on this TIF Note as follows:

*First*, Pass-Through Payments, as provided below;

*Second*, to payment of arbitrage rebate, if any, owed with respect to the TIF Notes under Section 148 of the Internal Revenue Code of 1986, as amended, including any costs of calculating arbitrage rebate

*Third*, to the Comptroller of the City and the St. Louis Development Corporation (which monies shall be paid one half to the Comptroller and one half to the St. Louis Development Corporation), an amount equal to the lesser of i) Three Thousand Six Hundred Dollars and no/100 (\$3,600.00), or ii) 0.2% of the Notes outstanding on each Payment Date, plus any accumulated deficiency from previous years, plus an amount sufficient to pay all or any portion of the fees and expenses incurred by the City pursuant to Section 7.15 of the Agreement that have not otherwise been reimbursed to the City through the issuance of TIF Notes;

*Fourth*, to the Debt Service Fund, an amount sufficient to pay all or any portion of the past due interest owing as a result of prior deficiencies of moneys to pay interest due on any TIF Notes on each Payment Date;

*Fifth*, to the Debt Service Fund, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on any TIF Notes on each Payment Date;

*Sixth*, to the Debt Service Fund, an amount sufficient to pay the principal of any TIF Notes that are subject to redemption pursuant to the Note Ordinance on each Payment Date;

*Seventh*, all other remaining money in the Special Allocation Fund shall annually be declared as surplus and distributed in the manner provided in the TIF Act.

All money in the PILOTs Account of the Special Allocation Fund up to an amount equal to one hundred percent (100%) of the PILOTs payments deposited in the PILOTs Account shall be declared as Surplus and distributed in the manner provided in the TIF Act (the "Pass-Through Payment").

Upon the payment in full of the principal of and interest on the TIF Notes (or provision has been made for the payment thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Finance Officer and the St. Louis Development Corporation, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund and the Debt Service Fund shall be declared as surplus and distributed in the manner provided in the Act.

The City covenants that the officer of the City at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the TIF Notes are outstanding a request for an appropriation of all moneys on deposit in the Special Allocation Fund for transfer to the Finance Officer for deposit at the times and in the manner provided in Section 403 of the Note Ordinance.

**NOTWITHSTANDING ANY PROVISION HEREIN OR IN THE NOTE ORDINANCE TO THE CONTRARY, THE TIF NOTES ARE SUBJECT TO CANCELLATION AND DISCHARGE BY THE CITY IN WHOLE OR IN PART WITHOUT PENALTY UNDER THE CONDITIONS SET FORTH IN SECTION 7.8 OF THE REDEVELOPMENT AGREEMENT.**

The TIF Notes are subject to optional redemption by the City in whole at any time or in part on any Payment Date at a

redemption price of 100% of the principal amount of the TIF Note to be redeemed, plus accrued interest thereon to the date fixed for redemption.

The TIF Notes are subject to special mandatory redemption by the City on each Payment Date, at a redemption price equal to 100% of the principal amount being redeemed, together with accrued interest thereon to the date fixed for redemption, in an amount equal to Available Revenues on deposit in the applicable accounts of the Special Allocation Fund and which are not required for the payment of accrued interest on such Payment Date.

The TIF Notes or portions of Notes to be redeemed shall become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such TIF Notes or portion of TIF Notes shall cease to bear interest. Upon surrender of such TIF Notes for redemption in accordance with such notice, the redemption price of such TIF Notes shall be paid by the Finance Officer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any TIF Note, there shall be prepared for the Registered Owner a new TIF Note or Notes of the same maturity in the amount of the unpaid principal as provided herein. All TIF Notes that have been redeemed shall be cancelled and destroyed by the Finance Officer as provided herein and shall not be reissued.

TIF Notes shall be redeemed only in the principal amount of One Thousand Dollars (\$1,000) or any integral multiple thereof. When less than all of the outstanding TIF Notes are to be redeemed and paid prior to maturity, such TIF Notes shall be selected by the Finance Officer in One Thousand Dollar (\$1,000) units of face value in such equitable manner as the Finance Officer may determine.

The TIF Notes are issuable in the form of fully registered Notes without coupons in minimum denominations of One Hundred Thousand Dollars (\$100,000) or any integral multiple \$1,000 in excess thereof, except with respect to the Notes issued upon acceptance by the City of the final Certificate of Reimbursable Redevelopment Project Costs, which Notes may be issued in any denomination, subject to the limitation on the aggregate Principal Amount.

This TIF Note may be transferred or exchanged as provided in the Note Ordinance only upon the Register, upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the Finance Officer duly executed by the Registered Owner or the Registered Owner's duly authorized agent.

**THE OWNER HEREOF EXPRESSLY AGREES, BY SUCH OWNER'S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS AND UPON THE EXECUTION BY THE PROPOSED PURCHASER OR TRANSFEREE OF AN INVESTMENT LETTER IN SUBSTANTIALLY THE FORM OF EXHIBIT C TO THE NOTE ORDINANCE, SIGNED BY THE PROPOSED PURCHASER OR TRANSFEREE, SHOWING THAT THE PROPOSED PURCHASER OR TRANSFEREE IS AN APPROVED INVESTOR. "Approved Investor" means, (a) the Developer or any party or entity related to the Developer by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of \$50,000,000.**

This TIF Note shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Finance Officer.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the TIF Notes have existed, happened and been performed in due time, form and manner as required by law.

(The remainder of this page is intentionally left blank.)

**IN WITNESS WHEREOF, the CITY OF ST. LOUIS, MISSOURI** has executed this TIF Note by causing it to be signed by the manual or facsimile signature of its Mayor and Finance Officer and attested by the manual or facsimile signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

**CITY OF ST. LOUIS, MISSOURI**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Finance Officer

Attest:

(Seal)

City Register

Approved as to Form:

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee)

the within TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Note on the books kept by the Finance Officer for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

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

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE A

CERTIFICATE OF AUTHENTICATION

This TIF Note is one of the Series 2005 TIF Notes described in the within-mentioned Note Ordinance.

<u>Date</u> <sup>(1)</sup>	<u>Additions to Principal Amount</u> <sup>(2)</sup>	<u>Principal Amount Paid</u>	<u>Outstanding Principal Amount</u>	<b>Authorized Signatory of Finance Officer</b>
_____ , _____	\$ _____	\$ _____	\$ _____	
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(1) Date of approval of each Certificate of Reimbursable Redevelopment Project Costs, as provided in Section 5.2 of the Redevelopment Agreement (which constitutes Date of Authentication with respect to such portion of the Note) or Payment Date.

(2) Limited to denominations of \$100,000 or any \$1,000 increment in excess thereof, except with respect to an advance pursuant to the final Certificate of Reimbursable Redevelopment Project Costs, which may be in any denomination, subject to the limitation on the aggregate principal amount provided for in the Note Ordinance.

EXHIBIT C

Form of Letter of Representations

\_\_\_\_\_, 20\_\_

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

Re: Not to Exceed \$1,800,000 (plus Issuance Costs) City of St. Louis, Missouri, Tax Increment Revenue Notes, (2300 Locust Street Redevelopment Project), Series 2005

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of not to exceed \$1,800,000 (plus Issuance Costs) aggregate principal amount of Tax Increment Revenue Notes, (2300 Locust Street Redevelopment Project), Series 2005 (the "TIF Notes"), issued by the City of St. Louis, Missouri (the "City"). The TIF Notes are secured in the manner set forth in Ordinance No. \_\_\_\_\_ [Board Bill No. \_\_\_\_\_] of the City adopted on \_\_\_\_\_, 2005 (the "Note Ordinance"). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned is an Approved Investor (as defined in the Note Ordinance).
2. The undersigned acknowledges that the City has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the TIF Notes. Accordingly, the undersigned has not relied upon the City as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the TIF Notes based solely upon its own inquiry and analysis.
3. The undersigned understands that the TIF Notes do not constitute an indebtedness of the City or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.
4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes or any interest therein in violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.
5. The undersigned is purchasing the TIF Notes for its own account for investment (and not on behalf of another) and, other than a contemplated pledge of the TIF Notes, has no present intention of reselling the TIF Notes or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage or dispose of the TIF Notes at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation or transfer of the TIF Notes as set forth in paragraph 6 below.
6. The undersigned acknowledges that the right to sell, assign, negotiate or otherwise transfer the TIF Notes shall be limited to Approved Investors (as defined in the Note Ordinance).
7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorneys' fees and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage or disposition of the TIF Notes in violation of this letter.
8. The undersigned has satisfied itself that the TIF Notes may be legally purchased by the undersigned.

Sincerely,

\_\_\_\_\_  
as Purchaser

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

**Amendment to Redevelopment Agreement**  
is on file in the Register's Office.

**Approved: June 23, 2005**

**ORDINANCE #66756**  
**Board Bill No. 100**

An ordinance pertaining to the Leasehold Revenue Bonds, Series 2005 authorized by Ordinance 66648 and recommended by the Board of Estimate and Apportionment, appropriating from said bond funds account for fiscal years FY05 and FY06 an amount not to exceed twenty-seven million dollars (\$27,000,000), to be used for the current refunding of existing debt on the convention center, dome stadium and Kiel center facilities, convention center asset preservation costs, and other public infrastructure improvements promoting conventions and tourism in the City; said funds available pursuant to the sale of the bonds and expenditure of funds subject to funds being placed in the bond fund account; authorizing the Comptroller to draw warrants from time to time upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City; and containing an emergency clause.

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

SECTION ONE. There is hereby appropriated from the Leasehold Revenue Bonds, Series 2005 bond funds account for fiscal years FY05 and FY06 an amount not to exceed twenty-seven million dollars (\$27,000,000) to be used for the current refunding of existing debt on the convention center, dome stadium and Kiel center facilities, convention center asset preservation costs, and other public infrastructure improvements promoting conventions and tourism in the City as detailed in Exhibit A; said funds available pursuant to the sale of the bonds and expenditure of funds subject to funds being placed in the bond fund account .

SECTION TWO. The Comptroller of the City is hereby authorized to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City and, as necessary, the Comptroller or Treasurer are hereby authorized to make such applications or certifications and provide such data to the Trustee of the Leasehold Revenue Bonds, Series 2005 authorized under Ordinance 66648, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

SECTION THREE. Emergency Clause. This being an Ordinance for public works, 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.

**EXHIBIT A**  
**Use of Series 2005A and B Proceeds**

<b>SERIES 2005A (Convention Center Property) Projects</b>			
	<b>FY05</b>	<b>FY06</b>	<b>Total</b>
<b>Convention Center</b>			
SLMFC Convention Center 2003 Bonds Refunding	0.00	8,922,525.00	8,922,525.00
CCC Asset Preservation	--	1,600,000.00	1,600,000.00
CCC Energy Lighting Lease Refunding/Prepayment	211,362.18	221,465.29	432,827.48
CCC Roof (FY06 portion)	--	900,000.00	90,000.00
<b>Total Series A Projects</b>	<b>211,362.18</b>	<b>11,643,990.29</b>	<b>11,855,352.48</b>

<b>SERIES 2005B (Convention and Tourism) Project</b>			
	<b>FY05</b>	<b>FY06</b>	<b>Total</b>
Civil Courts Bonds Refunding	--	1,944,375.00	1,944,375.00
East Stadium Expansion (Dome) Bonds Refunding	--	2,154,993.75	2,154,993.75
East Stadium Exp. (asset presev.)	--	1,000,000.00	1,000,000.00
Kiel Center Bonds Refunding	429,740.00		429,740.00
Rolling Stock Lease Prepayment	--	1,465,049.27	1,465,049.27
Lansdowne Bridge (repayment to Metro)	--	700,000.00	700,000.00
Lansdowne Bridge	--	238,147.00	238,147.00
Eads Bridge (final payment)	--	450,000.00	450,000.00
Jefferson Avenue Viaduct	--	1,000,000.00	1,000,000.00
Forest Park Boulevard	--	600,000.00	600,000.00

Grand Avenue Bridge Design	--	300,000.00	300,000.00
Multimodal Station	--	2,000,000.00	2,000,000.00
Jefferson Avenue Viaduct	--	1,000,000.00	1,000,000.00
Truman Parkway - connection to 18 <sup>th</sup> St.	--	500,000.00	500,000.00
MLK Enhancements	--	200,000.00	200,000.00
Kingshighway / Penrose Project	--	250,000.00	250,000.00
Delmar Streetscape Enhancement	--	200,000.00	200,000.00
<b>Total Series B Projects</b>		<b>429,740.00</b>	<b>14,002,565.02</b>
<b>Total Series A and Series B Projects</b>		<b>641,102.18</b>	<b>26,287,657.49</b>

Approved: June 30, 2005

**ORDINANCE #66757  
Board Bill No. 83**

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-88-2005, dated April 15, 2005, for a maximum federal obligation of Three Hundred Eighty Six Thousand Six Hundred Eighty Seven Dollars (\$ 386,687.00), which is filed in the Office of the City Register [Comptroller Document No. 50532], for the reimbursement of direct costs associated with acquiring an aircraft rescue and fire fighting vehicle (Class1); and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City, a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-88-2005, dated April 15, 2005, for a maximum federal obligation of Three Hundred Eighty Six Thousand Six Hundred Eighty Seven Dollars (\$ 386,687.00), which is filed in the Office of the City Register [Comptroller Document No. 50532], and made a part hereof, for the reimbursement of direct costs associated with acquiring an aircraft rescue and fire fighting vehicle (Class1).

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter, and shall become effective immediately upon approval of the Mayor of the City.

Approved: July 7, 2005

**ORDINANCE #66758  
Board Bill No. 84**

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-92-2005, dated March 24, 2005, for a maximum federal obligation of Nineteen Million Nine Hundred Nine Thousand Six Hundred Dollars (\$19,909,600), which is filed in the Office of the City Register [Comptroller Document No. 50402], for the reimbursement of direct costs for land acquired in fee for W-1W noise mitigation within 70-74 DNL (Phase 2); and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City, a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-92-2005, dated March

24, 2005, for a maximum federal obligation of Nineteen Million Nine Hundred Nine Thousand Six Hundred Dollars (\$19,909,600), which is filed in the Office of the City Register [Comptroller Document No. 50402], for the reimbursement of direct costs for land acquired in fee for W-1W noise mitigation within 70-74 DNL (Phase 2), is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter, and shall become effective immediately upon approval of the Mayor of the City.

**Approved: July 7, 2005**

**ORDINANCE #66759**  
**Board Bill No. 85**

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-93-2005, dated March 23, 2005, for a maximum federal obligation of Four Million Seven Hundred Ninety Thousand Four Hundred Dollars (\$4,790,400), which is filed in the Office of the City Register [Comptroller Document No. 50403], for the reimbursement of direct costs associated with the noise mitigation acoustical program for residences within 65-69 DNL (Phase 5); and containing an emergency clause.

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

**SECTION ONE.** The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City, a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-93-2005, dated March 23, 2005, for a maximum federal obligation of Four Million Seven Hundred Ninety Thousand Four Hundred Dollars (\$4,790,400), which is filed in the Office of the City Register [Comptroller Document No. 50403], and made a part hereof, for the reimbursement of direct costs associated with the noise mitigation acoustical program for residences within 65-69 DNL (Phase 5), is hereby ratified and approved.

**SECTION TWO.** All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

**SECTION THREE.** This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter, and shall become effective immediately upon approval of the Mayor of the City.

**Approved: July 7, 2005**

**ORDINANCE #66760**  
**Board Bill No. 93**

An Ordinance pertaining to the Transportation Sales Tax imposed pursuant to Senate Bill 432 as adopted and approved by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168; creating the "City Public Transit Sales Tax Trust Fund" directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the City Public Transit Sales Tax Trust Fund" appropriating **NINE MILLION, SIX HUNDRED, SIXTY-SEVEN THOUSAND DOLLARS (\$9,667,000)** from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2005 through, June 30, 2006 ; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the "City Public Transit Sales Tax Trust Fund" during the period of July 1, 2005 through June 30, 2006 ; containing a severability clause.

**WHEREAS,** In accordance with Ordinance #65613, the City of St. Louis, Missouri is authorized to enter into a Memorandum of Agreement (MOA) with the Bi-State Development Agency and St. Louis County, Missouri providing for the City's annual appropriation of the quarter-cent sales tax levied for public mass transportation purposes, and pursuant to provisions of Section 3.2 of the MOA, the City shall transfer monthly to the Trustee, BNY Trust of Missouri, in immediately available funds, all moneys on deposit in the City Public Transit Sales Tax Fund;

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

**SECTION ONE.** All sales taxes collected pursuant to Senate Bill 432 and Ordinance 63168 and distributed by the Director

of Revenue to the Treasurer of St. Louis City as authorized by Senate Bill 432 (the "Act") as approved and adopted by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168 shall be deposited in a special trust fund, which is hereby created, to be known as the "City Public Transit Sales Tax Fund."

**SECTION TWO.** There is hereby appropriated out of the "City Public Transit Sales Tax Trust Fund", subject to the conditions herein contained in Sections Four and Five, the amount of NINE MILLION, SIX HUNDRED, SIXTY-SEVEN THOUSAND DOLLARS (\$9,667,000), for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

**SECTION THREE.** The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the "City Public Transit Sales Tax Trust Fund", as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Senate Bill 432 as approved and adopted by the voters of the City of St. Louis on August 2, 1994, pursuant to Ordinance 63168 are received from the Director of Revenue of the State of Missouri and are deposited in the "City Public Transit Sales Tax Trust Fund" as provided herein from July 1, 2005 through June 30, 2006.

**SECTION FOUR.** In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the "City Public Transit Sales Tax Trust Fund" during the period from July 1, 2005 through June 30, 2006.

**SECTION FIVE.** 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 unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**Approved: July 7, 2005**

**ORDINANCE #66761**  
**Board Bill No. 94**

An ordinance appropriating the sum of **NINETEEN MILLION, TWO HUNDRED ONE THOUSAND DOLLARS (\$19,201,000)**, as described and defined in Section 94.600 through 94.655, R.S. Mo. Supp. 1986 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency for transportation purposes; and further providing that the appropriation is conditional upon the Bi-State Development Agency supplying the Board of Estimate and Apportionment an annual evaluation report; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amount of proceeds deposited in the "Transportation Trust Fund" during the period from July 1, **2005** through June 30, **2006**; providing for the appropriation to be reduced if certain funds are used for other than public transit purposes; further providing that the appropriation is conditional upon Bi-State requiring the payment of prevailing wages and benefits to employees of outside service contractors; and containing a severability clause.

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

**SECTION ONE.** There is hereby appropriated from the unappropriated balance of the "Transportation Trust Fund", subject to the conditions herein contained in sections three (3) and four (4), the sum of **NINETEEN MILLION, TWO HUNDRED ONE THOUSAND DOLLARS (\$19,201,000)**, as described and defined in Section 94.600 through 94.655, R.S. Mo. Supp. 1986 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency to be used exclusively and without diversion in any way for public transit purposes pursuant to section 94.600 R.S. Mo. Supp. 1986.

**SECTION TWO.** The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein, on the "Transportation Trust Fund" as the proceeds of the one-half percent (1/2%) sales tax authorized by Ordinance No. 56554, approved June 29, 1973, are received from the Director of Revenue of the State of Missouri and are deposited in the "Transportation Trust Fund" as provided by Ordinance No. 56584, approved October 9, 1973, until the total amount appropriated herein has been paid or until the 30th day of June, **2006**, whichever event occurs first. This authorization is made subject to and conditional upon the Bi-State Development Agency submitting to the Board of Estimate and Apportionment an annual evaluation report describing services provided and the cost thereof including cost justification for overhead rates and other management fees. The receipt of any funds appropriated hereunder shall constitute consideration for the Bi-State Development Agency's obligating itself to furnish the evaluation reports as required herein.

**SECTION THREE.** In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of the proceeds received from the Director of Revenue of the State of Missouri and deposited in the "Transportation Trust Fund" during the period from July 1, 2005 through June 30, **2006**.

**SECTION FOUR.** (a) The Bi-State Development Agency ("Bi-State") shall include in all its requests for competitive bids

for outside service work the requirement that the bidder pay prevailing wages and benefits to its employees in performing such contractual work.

(b) For the purpose of this ordinance, "prevailing wages and benefits" shall mean the wages paid generally in the St. Louis Metropolitan area to workers engaged in service work of a similar character, and all benefits associated therewith. Prior to letting any bid for outside service work, Bi-State shall establish prevailing wages and benefits for service workers in the contract for which the bid will be let, which shall be attached to and made a part of each bid specification. In establishing prevailing wages and benefits, Bi-State shall obtain from the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, a list of prevailing wages for the job classification(s) which come closest in nature and character to the jobs to be performed in the service contract for which bids are to be let. In addition to such list, Bi-State shall also base its established prevailing wages and benefits on information from the United States Department of Labor, Bureau of Labor Standards, to the greatest extent feasible.

(c) After establishing prevailing wages and benefits for a bid to be let, and not less than one week prior to letting the bid, Bi-State shall provide the Board of Aldermen, c/o the Clerk, with copies of all information and material used to establish such prevailing wages and benefits.

**SECTION FIVE.** In the event Bi-State is not operating the existing 34-mile MetroLink alignment consisting of the right-of-way, stations, overhead catenary, power traction, other ancillary equipment and light rail cars (the "Assets"), the City of St. Louis shall have the authority to contract with a city transit authority as defined by Mo. Rev. Stat. § 94.600(2) (2000) created by an ordinance of the City of St. Louis, and to disburse the sales tax proceeds authorized by Mo. Rev. Stat. § 94.600 et seq. (2000) to such city transit authority for further appropriation to any municipal or private corporation for operation of the Assets.

**SECTION SIX.** In the event the Board of Estimate and Apportionment concludes that any funds herein appropriated or previously appropriated by the City of St. Louis to the Bi-State Development Agency and remaining unspent are used for other than public transit purposes, the appropriation herein enacted shall be reduced by an amount equal to the amount used for other than public transit purposes. The determination of the Board of Estimate and Apportionment of such spending for other than public transit purposes shall be conclusive.

**SECTION SEVEN.** 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 unconstitutional or is inconsistent with the ability of Bi-State to receive funding from the United States, the remaining sections of this ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds that the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**Approved: July 7, 2005**

**ORDINANCE #66762**  
**Board Bill No. 128**

An ordinance approving the dissolution of the Downtown Parks Business District, the discharge of the members of its board of commissioners; the authorization of a matching grant program for streetscape or façade improvements, landscaping and sidewalk repair; the approval of a contract among the Downtown Parks Business District, the St. Louis Local Development Co., and the Downtown St. Louis Partnership, Inc. for implementation of the matching grant program; the transfer of funds of the Downtown Parks Business District to the St. Louis Local Development Co.; and related matters, containing an emergency clause.

**WHEREAS,** the Downtown Parks Business District (the "District") was established in 1994 by Ordinance 63156 of the City of St. Louis (the "Ordinance") for the area of the City described as:

Beginning at the intersection of the centerlines of Tucker Boulevard and Lucas Avenue; thence westwardly along the centerline of Lucas Avenue across all intervening streets to the intersection of the centerlines of Lucas Avenue and 18th Street; thence southwardly along the centerline of 18th Street across all intervening streets to the intersection of the centerlines of 18th and Market Streets; thence eastwardly along the centerline of Market Street across all intervening streets to the intersection of the centerlines of Market Street and Tucker Boulevard; thence northwardly along the centerline of Tucker Boulevard across all intervening streets to the intersection of the centerlines of Tucker Boulevard and Lucas Avenue; which area includes all of the following City blocks: 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 519, 520 E and W, 521, 522 E and W, 523, 824, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835; and

**WHEREAS,** the District is governed by a Board of Commissioners appointed by the Mayor with the advise and consent of the Board of Aldermen; and

**WHEREAS,** the District initially received the proceeds of a tax levied by the Ordinance for the purposes of paying all costs and expenses to be incurred in the acquisition, construction, improvement, expansion and maintenance of any of the facilities of the

District; and

**WHEREAS**, the tax levy was reduced to zero in July 1999 by Ordinance 64736 of the City of St. Louis in connection with the establishment of the Downtown St. Louis Community Improvement District, Inc.; and

**WHEREAS**, the District has continued to expend the proceeds of the tax levy on hand since that time; and

**WHEREAS**, the District has prepared a report of the funds received and expended from the date of its organization to October 31, 2004, attached hereto as Exhibit A and made a part hereof; and has received a report from Massie Fudenberg Goldberg LLC dated November 18, 2004, showing a balance on hand as of October 31, 2004, of \$41,172.14 ("Fund Balance") attached hereto as Exhibit B and made a part hereof; and

**WHEREAS**, the Board of Commissioners of the District has determined that the Fund Balance would be most effectively used to fund a matching grant program for streetscape or façade improvements, landscaping, and sidewalk repair (the "Matching Grant Program") administered by the Downtown St. Louis Partnership, Inc. ("Partnership") and the St. Louis Local Development Co. ("Corporation"); and

**WHEREAS**, after the payment of an invoice of Massie Fudenberg Goldberg LLC of \$450, the District has no further outstanding obligations; and

**WHEREAS**, on March 11, 2005, the Board of Commissioners of the District adopted a resolution to request that the City of St. Louis adopt and approve an ordinance (the "Ordinance") to dissolve the District; discharge the Commissioners; authorize the Matching Grant Programs within the District described by Ordinance 63156; authorize the Partnership and the Corporation to implement and administer the Matching Grant Programs; and approve the transfer of the Fund Balance (hereinafter defined) to the Corporation to provide for the Matching Grant Program; and

**WHEREAS**, the Board of Commissioners of the District has proposed an Agreement in order to provide for the orderly dissolution of the District and contribute to the continued success and wellbeing of the District and those who own property and do business therein, to the end that the public interest will be well-served through the continuation of certain matching grant programs; and

**WHEREAS**, the Partnership was organized for the purpose of, among other things, to: foster and promote the economic welfare and development the image, the quality of life and the success and prosperity of the Downtown Area including the District; foster and promote the commercial, industrial, financial, business, professional, scientific, educational, cultural and civic interest together with the health, safety and general welfare of the Downtown Area including the District, and the people, businesses and institutions situated in the Downtown Area including the District; and coordinate the efforts of other persons or entities functioning in the Downtown Area including the District with purposes and activities consistent with those of the Corporation; and

**WHEREAS**, the Partnership has agreed to cooperate with the Corporation to implement and administer the Matching Grant Programs following the dissolution of the District pursuant to the terms of this Agreement; and

**WHEREAS**, the Corporation was organized for the purpose of, among other things, to foster economic development and growth in the City of St. Louis; and

**WHEREAS**, the Corporation has agreed to cooperate with the Partnership to implement and administer the Matching Grant Program following the dissolution of the District pursuant to the terms of this Agreement; and

**WHEREAS**, the Corporation and the Partnership are uniquely qualified to render the services provided for in the Agreement and that such services are in the best interest of the success and wellbeing of the District and those who own property and do business therein to the end that the public interest will be well-served through the continuation of the Matching Grant Programs.

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

**SECTION ONE. Dissolution of District; Discharge of Members of Board of Commissioners.**

- (a) Ordinance 63156 adopted by the Board of Aldermen on May 20, 1994, which established the District is repealed.
- (b) Jill Belsky, Tim Boyle, Art Littleton, Kevin McGowan, Pete Snyder, and Jack Swanson are released and discharged from their obligations as members of the Board of Commissioners of the District.

**SECTION TWO. Matching Grant Programs.**

(a) Jill Belsky, Tim Boyle, Art Littleton, Kevin McGowan, Pete Snyder, and Jack Swanson shall constitute an Advisory Committee for the Matching Grant Programs.

(b) The Advisory Committee shall determine and establish the necessary programs and shall devote its best efforts to achieve the objectives of this Agreement within the limits of the funding available.

(c) (i) The Partnership shall prepare proposals and solicit applications for participation in the Matching Grant Programs by property owners within the District.

(ii) Upon approval by the Advisory Committee, the Partnership shall solicit applications for participants in the Matching Grant Programs by property owners within the District.

(iii) The Partnership shall provide oversight for the implementation of the Matching Grant Programs by property owners within the District.

(d) Upon approval by the Advisory Committee, the Corporation shall reimburse one-half of the expenditure by a property owner within the area of the District described in the Ordinance for streetscape or façade improvements, landscaping and sidewalk repair.

**SECTION THREE.** The Agreement in substantially the form presented to this meeting as Exhibit C hereto is hereby approved.

**SECTION FOUR. Fund Balance.**

(a) The District shall pay over to the Corporation the Fund Balance less the \$450 due to Massie Fudemberg Goldberg LLC upon the effective date of the Agreement.

(b) The Corporation shall maintain a separate account for the Fund Balance and pay over funds from the Fund Balances upon direction by the Advisory Committee.

(c) The Corporation shall not expend any funds paid under this Agreement unless such expenditure shall have been approved by a resolution adopted by a majority of the members of the Advisory Committee.

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

**Approved: July 7, 2005**

**ORDINANCE #66763  
Board Bill No. 129**

An ordinance repealing Section Two and Section Three of Ordinance 66097 pertaining to the issuance of any package or drink liquor licenses for premises within the boundaries of the Second Ward Liquor Control District and in lieu thereof enacting a two new sections prohibiting the issuance of any package or drink license within the Second Ward Liquor Control District for a period of three years from the effective date of Ordinance 66097; containing an exception allowing, during the moratorium period, for the transfer and renewal of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

**SECTION ONE.** Section Two of Ordinance 66097 is hereby repealed and in lieu thereof a new section is enacted to read as follows:

Section Two. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of Ordinance 66097, from approving the issuance of a package or drink liquor license for any premises which is located within the boundaries of the Second Ward Liquor Control District established in Section One of this ordinance.

**SECTION TWO.** Section Three of Ordinance 66097 is hereby repealed and in lieu thereof a new section is enacted to read as follows;

Section Three. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of

Ordinance 62656.

**SECTION THREE. 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: July 7, 2005**

**ORDINANCE #66764  
Board Bill No. 135  
Committee Substitute**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Twenty-Seventh Ward Liquor Control District, as established herein, for a period of four years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

**SECTION ONE. LEGISLATIVE FINDINGS.**

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the intersection of the centerlines of Alcott Ave. and Interstate 70, and proceeding along the centerlines in generally clockwise direction northwest to the city limits, northeast along the city limits to Park Ln., south to McLaran Ave., west to Trafford Ln., south to Norfolk and Western Railway tracks, southeast to Riverview Blvd., north to McLaran Ave., east to Oriole Ave., southwest to Switzer Ave., southeast to N. Broadway, south to N. Calvary St., south to Calvary Ave., southwest to West Florissant Ave., northwest to Alcott Ave., southwest to Harney Ave., northwest to Beacon Ave., southwest to Thekla Ave., southeast to Alcott Ave., southwest to the point of beginning.

Such area shall be known as the Twenty-Seventh Ward Liquor Control Area.

**SECTION TWO.** The Excise Commissioner is hereby prohibited, for a period of four years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises which is located within the boundaries of the Twenty-Seventh Ward Liquor Control District established in Section One of this ordinance.

**SECTION THREE.** Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 62656

**SECTION FOUR. 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: July 7, 2005**

**ORDINANCE #66765**  
**Board Bill No. 29**

An ordinance approving a Redevelopment Plan for the 2336-38 Menard Street Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, 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 March 22, 2005 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 or otherwise; 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 five (5) 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 2336-38 Menard Street Area," dated March 22, 2005, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

**WHEREAS**, in accordance with the requirements of Section 99.430 of 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, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 2336-38 Menard Street 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 March 22, 2005 ("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 not acquire any property in the Area by the exercise of eminent domain.

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

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 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 2336-38 MENARD STREET REDEVELOPMENT AREA LEGAL DESCRIPTION**

CB 807 Menard, 30 ft. by 123 ft. 1 in., Cabanne 2nd Add'n., block 2, lot 8. (807-00-00080)

**EXHIBIT "B"**  
**Form: 3/7/05**

BLIGHTING STUDY AND PLAN  
FOR  
**THE 2336-38 MENARD STREET AREA**  
PROJECT #9839  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
MARCH 22, 2005

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 2336-38 MENARD STREET AREA**

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**EXHIBITS**

"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 2336-38 Menard Street Redevelopment Area ("Area") consists of one single-family building on land totaling approximately .09 acre in the Soulard Neighborhood of the City of St. Louis ("City"). The property is in the block bounded by 10th Street on the east, Menard Street on the west, Lami Street on the north and Barton Street on the south.

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

**2. GENERAL CONDITION OF THE AREA**

The Area comprises part of City Block 807 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 an 11.1 % unemployment rate for the City as of August, 2004. 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 residential. Residential density for the surrounding neighborhood is approximately 8.33 persons per acre.

**5. CURRENT ZONING**

The Area is zoned "D" Multiple-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 real estate tax abatement for this property.

**2. PROPOSED LAND USE OF THE AREA**

The proposed land uses for the Area are residential uses permitted in Areas designated "D" Multiple-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 "D" Multiple-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation area.

**3. PROPOSED ZONING**

The zoning for the Area can remain "D" Multiple-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 2005 Strategic Land Use Plan of the City of St. Louis. Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

**5. PROPOSED EMPLOYMENT FOR THIS AREA**

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

**6. CIRCULATION**

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

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

**7. BUILDING AND SITE REGULATIONS**

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

**8. URBAN DESIGN****a. Urban Design Objectives**

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

**b. Urban Design Regulations**

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

**c. Landscaping**

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

**d. Fencing**

Fencing in the front yards shall be limited to ornamental metal, up to 42" in height, with a black matte finish. Fencing behind the building line may be chain link with a black matte finish, or a good quality, wood privacy fence up to 6' in height provided it is not stockade style. An evergreen hedge is required between a wood privacy fence and the sidewalk when the fence is along a side street.

**9. PARKING REGULATIONS**

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

When feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

**10. SIGN REGULATIONS**

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

**11. BUILDING, CONDITIONAL USE AND SIGN PERMITS**

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

**12. PUBLIC IMPROVEMENTS**

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT****1. ADMINISTRATION AND FINANCING**

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

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

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

**2. PROPERTY ACQUISITION**

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any 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. (2000) 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 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.

**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 2336-38 MENARD STREET REDEVELOPMENT AREA LEGAL DESCRIPTION**

CB 807 Menard, 30 ft. by 123 ft. 1 in., Cabanne 2nd Add'n., block 2, lot 8. (807-00-00080)

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: July 12, 2005**

**ORDINANCE NO. 66765 - EXHIBITS B, C & D**

**ORDINANCE #66766**  
**Board Bill No. 101**

An ordinance submitting to the qualified voters residing in the Locust Central Business District as established by Ordinance No. 58728, approved December 23, 1982, and as amended by Ordinance No. 59248 approved September 10, 1984 and Ordinance No. 60530 approved October 30, 1987 and Ordinance No. 65133 approved January 18, 2001, a proposal to impose a tax on all property located in the district, including real property used exclusively or partially for residential purposes located in the district; submitting said proposal to the voters of said district at the general election on November 8, 2005; and containing an emergency clause.

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

**Section One.** The following proposition is hereby submitted to the qualified voters residing in the Locust Central Business District, established by Ordinance No. 58728 approved on December 23, 1982, as amended by Ordinance No. 59248 approved on September 10, 1984 and Ordinance No. 60530 approved on October 30, 1987 and Ordinance No. 65133 approved on January 18, 2001, and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read in words and figures as follows:

Shall a tax of \$.85 per \$100.00 valuation be imposed on all real property, including that property used exclusively or partially for residential purposes located in the Locust Central Business District as established by Ordinance No. 58728 Approved on December 23, 1982, as amended by Ordinance No. 59248 approved on September 10, 1984 and Ordinance No. 60530 approved on October 30, 1987 and Ordinance No. 65133 approved on January 18, 2001, for the purposes set forth in Ordinance No. 58728?

**Section Two.** The foregoing proposition shall be submitted to qualified voters residing in the Locust Central Business District as established by Ordinance No. 58728 approved on December 23, 1982, as amended by Ordinance No. 59248 approved on September 10, 1984 and Ordinance No. 60530 approved on October 30, 1987 and Ordinance No. 65133 approved on January 18, 2001, at the General Municipal Election to be held on Tuesday, November 8, 2005. If the proposition shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition, the tax as set forth within said proposition shall be authorized and adopted and become part of the laws of the City of St. Louis from the date of said election. The qualified voters may, at such election, vote a ballot substantially in the following form:

OFFICIAL BALLOT

PROPOSITION \_\_\_\_\_

Shall a tax of \$.85 per \$100.00 valuation be imposed on all real property, including that property used exclusively or partially for residential purposes located in the Locust Central Business District as established by Ordinance No. 58728 approved on December 23, 1982, as amended by Ordinance No. 59248 approved on September 10, 1984 and Ordinance No. 60530 approved on October 30, 1987 and Ordinance No. 65133 approved on January 18, 2001, for the purposes set forth in Ordinance No. 58728?

\_\_\_\_\_ YES  
\_\_\_\_\_ NO

**Section Three.** Notice of the election on such propositions shall be published and said election shall be conducted in the manner provided by law.

**Section Four.** Immediately upon the passage and approval of this Ordinance, the City Register shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis for action and proceedings by said Board in accordance herewith and as required by law.

**Section Five.** This being an ordinance calling and providing for an election and vote by the people and fixing tax rates, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

**Approved: July 12, 2005**

**ORDINANCE #66767**  
**Board Bill No. 102**

An ordinance to amend Ordinance 58728, approved December 23, 1982, as amended by Ordinance 59248 approved September 10, 1984, by repealing section 2(b) of Ordinance 58728 and section 1(b) of Ordinance 59248 which provide for the assessment and collection of an ad valorem tax not to exceed eighty-five cents (\$.85) per one hundred dollars (\$100.00) assessed valuation of real property in the Locust Central Business District except that used exclusively for residential purpose, and enacting a new section 2(b) of Ordinance 58728 and a new section 1(b) of Ordinance 59248 pertaining to the same subject matter, but imposing the ad valorem tax upon all real property in the district, including residential property; and containing an emergency clause.

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

**Section One.** Section 2(B) of Ordinance No. 58728 and Section 1(B) of Ordinance 59248 are hereby repealed and enacted in lieu thereof is a new Section 2(B) of Ordinance No. 58728 and a new Section 1(B) of Ordinance No. 59248 pertaining to the Locust Central Business District, which shall read as follows:

B. The rate of tax levy which shall be imposed upon real property within the District, including that used exclusively or partially for residential purposes, and shall not exceed eighty-five cents (\$.85) per one hundred dollars (\$100.00) assessed valuation

**Section Two.** Except for the changes in Ordinance No. 58728 and Ordinance No. 59248 as expressly provided for herein, said Ordinance No. 58728 and Ordinance No. 59248 shall remain in full force and effect as amended and shall apply in all of their terms and conditions.

**Section Three.** This being an ordinance for the immediate preservation of the public peace, health, welfare 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: July 12, 2005**

**ORDINANCE #66768**  
**Board Bill No. 132**

An ordinance pertaining to Forest Park; authorizing and directing the execution of a Second Amendment to the Lease by the City of St. Louis (the "City") to Forest Park Forever, Inc. ("FPF") dated November 6, 2002 (the "Lease") of certain property in Forest Park, reviewed and recommended by the Board of Public Service and approved by the City Counselor as to form and as consistent except as expressly noted with Ordinance 59741 (Chapter 22.42, St. Louis City Code); authorizing the construction by Forest Park Forever, Inc. of a playground on a site in Forest Park, subject to the provisions of the Cooperation Agreement authorized by Ordinance 65480 and the Cooperation Agreement authorized by this Ordinance; authorizing and directing the execution of a Cooperation Agreement among the City, FPF and Variety – The Children's Charity of St. Louis, a Missouri not-for-profit corporation ("Variety"); with an emergency provision.

**WHEREAS**, Ordinance 65614 authorized the lease by the City to FPF of the "Lindell Pavilion" and adjacent land situated in Forest Park, subject to and in accordance with the terms, covenants and conditions set forth in the Lease; and

**WHEREAS**, FPF has requested that the Lease be amended, subject to the terms and conditions contained in the Second Amendment to Lease ("Second Amendment"), Exhibit A hereto, so as to remove from the Lease area an approximately .34 acre site adjacent to the Dennis and Judith Jones Visitor's & Education Center as described in the Second Amendment (the "Site"), to enable Variety to provide to FPF the funds required to construct a children's playground on the Site which shall, upon completion, be owned by the City.

**WHEREAS**, this ordinance has been reviewed and recommended by the Board of Public Service and approved by the City Counselor as to form and as consistent except as expressly noted with Ordinance 59741 (Chapter 22.42, St. Louis City Code); and

**WHEREAS**, it is in the best interests of the City to enter into a Cooperation Agreement with FPF and Variety concerning the construction and maintenance of the playground;

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

**SECTION ONE.** The Mayor and the Comptroller are hereby authorized and directed to enter into the Second Amendment to the Lease, which terminates the Lease for the approximately .34 acre site (the "Playground Site"), on which a children's playground shall be built by FPF with funds from Variety and donated to the City upon its completion, as more fully provided in the Cooperation Agreement authorized by this ordinance. The Second Amendment to the Lease shall be in substantially the form attached hereto as Exhibit A, incorporated herein by this reference.

**SECTION TWO.** FPF is hereby authorized to construct a playground on the Playground Site, subject to the provisions of the Cooperation Agreement by and between the City and FPF authorized by Ordinance 65480 and to the provisions of the Cooperation Agreement authorized by this Ordinance. All construction or work on the Site shall be done in complete compliance with all applicable City, State and Federal Codes.

**SECTION THREE.** The Mayor and Comptroller are hereby authorized and directed to execute and deliver, on behalf of the City, a Cooperation Agreement among the City, FPF and Variety concerning the construction and maintenance of the playground, substantially in the form attached hereto as Exhibit B.

**SECTION FOUR.** This being an ordinance providing in part for the immediate preservation of the public welfare, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis, and shall become effective upon its passage and approval by the Mayor or its adoption over the Mayor's disapproval.

**EXHIBIT A**

**SECOND AMENDMENT TO LEASE**

This Second Amendment to the Lease authorized by Ordinance 65614, by the City of St. Louis (the "City") to Forest Park Forever, Inc. ("FPF") dated November 6, 2002 (the "Lease") of certain property in Forest Park, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005 (the "Date of this Second Amendment"), between the City and ("FPF"), witnesses that:

**WHEREAS**, the Mayor and Comptroller of the City, acting for and on behalf of the City pursuant to the City Charter, Chapter 22.42 of the City Code and Ordinance 65614 were authorized and directed to lease to FPF the "Lindell Pavilion" and adjacent land situated in Forest Park described and depicted in Exhibit 1 hereto, (the "Original Lease Area") subject to and in accordance with the terms, covenants and conditions set forth in the Lease; and

**WHEREAS**, the parties have agreed to amend the Lease, subject to the terms and conditions contained in this Second Amendment to Lease ("Second Amendment"), so as to remove from the Original Lease Area an approximately .34 acre site adjacent to the Dennis and Judith Jones Visitor's & Education Center, which site is described and depicted in Exhibit 2 hereto (the "Site"); and

**WHEREAS**, the City's execution and delivery of this Second Amendment of the Lease has been authorized by Ordinance \_\_\_\_\_ (B.B. \_\_\_\_\_); and

**WHEREAS**, this Second Amendment to the Lease has been reviewed and favorably recommended in writing by the Board of Public Service, and approved by the City Counselor as to form and as being consistent with Ch. 22.42, City Code, except as otherwise herein expressly provided, prior to the adoption of Ordinance \_\_\_\_\_ (B.B. \_\_\_\_\_);

**PROVISIONS**

1. This Second Amendment is effective as of the last date that this Second Amendment is signed by a party hereto.
2. The words used in this Second Amendment have the same meaning as in the Lease.
3. Except as otherwise modified herein, the Lease shall remain unchanged and in full force and effect.
4. The Lease is hereby amended by deleting the Site from the Original Lease Area. FPF hereby relinquishes any and all claims or rights relating to the Site under the Lease.
5. FPF hereby grants to the City, throughout the term of the Lease, an easement and right-of-way across, over and above the amended Lease Area to the Site and the Playground, for pedestrian and vehicular use. FPF agrees to execute any further instruments reasonably requested by the City to effectuate the intent of this paragraph.
6. FPF hereby grants and gives a license, throughout the term of the Lease, to any and all persons to enter upon and cross any part of the amended Lease Area for access to the Site and the Playground. FPF agrees to execute any further instruments reasonably requested by the City to effectuate the intent of this paragraph.

CITY OF ST. LOUIS

VARIETY - THE CHILDREN'S CHARITY  
OF ST. LOUIS

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

FOREST PARK FOREVER

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_

Register

**EXHIBIT B**

**COOPERATION AGREEMENT**

This is a Cooperation Agreement (“this Agreement”) among the City of St. Louis, Missouri (the “City”), Forest Park Forever, Inc., a Missouri not-for-profit corporation (“FPF”), and Variety - The Children’s Charity of St. Louis, a Missouri not-for-profit corporation (“Variety”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2005 (the “date hereof”).

**RECITALS**

1. Variety plans to give FPF the sum of approximately One Million One Hundred Thousand Dollars (\$1,100,000.00) to construct and install a children’s playground (the “Playground”) on a City-owned site in Forest Park.
2. The Playground construction is authorized by City Ordinance \_\_\_\_ (B.B.\_\_\_\_).
3. Upon completion of the Playground in compliance with plans and specifications which the City, Variety and FPF have approved, FPF and Variety shall give the Playground to the City, and upon its acceptance by the City, the City shall own it.
4. The parties wish to agree, as hereinafter provided, on certain provisions and procedures relating to the construction of the Playground and the maintenance and repair of the Playground after it has been accepted by the City.
5. This Agreement is authorized by Sections 70.210 et seq. RSMo, 2005.

For and in consideration of the foregoing recitals, and of their mutual promises and undertakings hereinafter set forth, the parties agree as follows as of the date hereof:

**PROVISIONS**

1. The construction of the Playground by FPF will be done in compliance with and subject to the provisions of the Cooperation Agreement between the City and FPF, which was authorized by Ordinance 65480 (the “2002 Cooperation Agreement”), as an “FPF Project” as that term is used in the 2002 Cooperation Agreement. In the event of any conflict between the 2002 Cooperation Agreement and any agreement of FPF and Variety relating to the construction and installation or maintenance of the Playground, the 2002 Cooperation Agreement will control. In the event of any conflict between this Cooperation Agreement and any agreement of FPF and Variety relating to the construction and installation or maintenance of the Playground, this Cooperation Agreement will control. In the event the construction of the Playground by FPF according to plans and specifications approved by the City is not completed by August 30, 2006, the City, in its sole discretion, may complete the construction in such manner as it deems appropriate, and thereafter will own same, or it may remove what has been installed from the Playground site.
2. Upon conclusion of the construction of the Playground, FPF and Variety will offer the Playground to the City. If the Playground has been completed in substantial compliance with the plans and specifications approved by the City, the City will accept the Playground. Thereupon, FPF will place in its “Forest Park Trust” account the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the maintenance and repair of the Playground. Variety and FPF will assign to the City upon acceptance of the Playground by the City the right to enforce all warranties and guaranties of contractors or suppliers relating to the Playground.
3. The City’s Director of Parks, Recreation and Forestry (the “Director”) and FPF shall agree, prior to the final approval by the City of plans and specifications for the Playground, on a written maintenance program for maintenance and repair of the Playground and maintenance, repair and replacement of Playground equipment, including landscape and plant materials and nearby trees (the “Maintenance Program”). The Maintenance Program shall be consistent with recognized recreation facility standards. It shall provide schedules, procedures and forms for maintenance tasks, for a system of maintaining records of maintenance, repair and replacement work and inspections by FPF, to which system the City may have access during business hours, and for daily removal of trash, litter and debris from the Playground by FPF. FPF agrees that it will take no action, and will not omit any action, relating to maintenance, repair and replacement of the Playground and/or equipment, which act or omission would void or impair any applicable guaranty or warranty relating to the Playground. The Maintenance Program shall be subject to modification upon the written consent of the Director and FPF, which consents shall not be unreasonably withheld. FPF agrees that it will maintain and repair the Playground and maintain, repair and replace the Playground equipment as provided in the Maintenance Program. All other provisions of this Agreement notwithstanding FPF’s total annual expenditures for maintenance and repair and replacement of the playground and playground equipment pursuant to this Cooperation Agreement hereof shall not in any year exceed Twelve Thousand Five Hundred Dollars (\$12,500.00). Playground inspections performed under the Maintenance Program will be performed by inspectors certified in playground safety by the National Recreation and Park Association. Copies of reports of inspections made by or on behalf of FPF will be delivered to the City Representative not later than five (5) business days after receipt by FPF.
4. FPF will coordinate its maintenance and repair of the Playground with the City’s designated representative of the City’s Department of Parks, Recreation and Forestry (the “City Representative”).
5. In the event the City Representative determines that FPF is not maintaining the Playground as provided in the Maintenance

Program, the City Representative will notify FPF in writing of the maintenance deficiencies. FPF and the City Representative shall meet within five (5) days of FPF's receipt of the written notice from the City to determine the course of action required. If FPF has not corrected the maintenance deficiencies within ten (10) days thereafter, the City may do the necessary work and FPF will reimburse the City for the cost thereof.

6. If at any time the City Representative determines that a condition exists at the Playground which creates an immediate risk of injury of any kind to users of the Playground, the City may take any and all measures appropriate and necessary to correct the condition, including closing all or part of the Playground, and FPF will reimburse the City for the cost thereof.

7. FPF shall report to the City Representative by January 31 each year, in writing, the actions it took and the expenditures it made during the preceding calendar year to maintain, repair and replace the Playground and Playground equipment, and the actions it anticipates taking and the expenditures it anticipates making during the current calendar year therefor.

8. The City agrees to allow one or more signs identifying donors of funds for the Playground on or near the Playground Site. The location, size, materials and design of such signage is subject to City approval. FPF and Variety agree that the City's authorization of construction of the Playground, its willingness to accept the Playground which they proposed, and its allowance of signage identifying donors constitute valid legal consideration for their undertakings and promises in this Agreement.

CITY OF ST. LOUIS

VARIETY - THE CHILDREN'S CHARITY OF ST. LOUIS

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Comptroller

FOREST PARK FOREVER

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

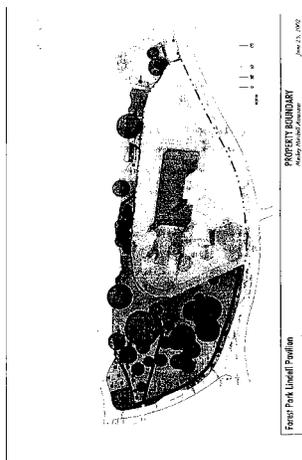
\_\_\_\_\_  
City Counselor

ATTEST:

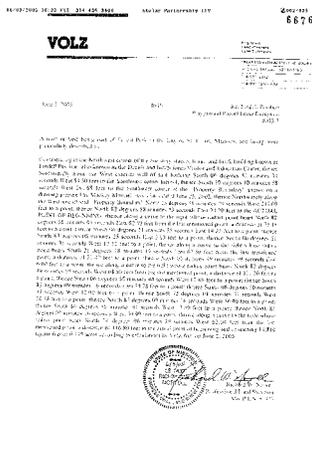
\_\_\_\_\_  
Register

EXHIBIT A

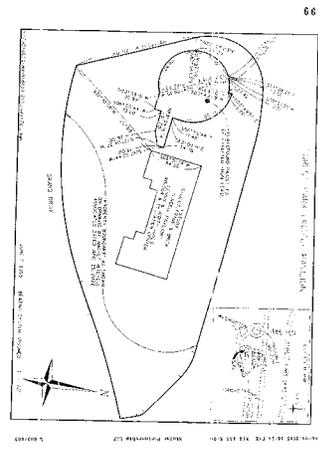
The area of Forest Park in St. Louis, Missouri depicted on the attached "Property Boundary" dated June 25, 2002, described as follows: the building known as the "Lindell Pavilion" and adjacent land bounded by Grand Drive on the south and an existing service road running to and from Grand Drive on the east, north and west.



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6676



66:

Approved: July 12, 2005

**ORDINANCE #66769**  
**Board Bill No. 77**

An ordinance, recommended and approved by the Board of Estimate and Apportionment and the Board of Public Service of the City of St. Louis (the "Board of Public Service"), authorizing and directing the Mayor on behalf of the City of St. Louis, to apply for and enter into an execute an Agreement with the U.S. Department of Housing and Urban Development for a grant to fund the removal and replacement of concrete sidewalks, sod and tree planting, and installation of precast concrete tree grates on the west side of Gravois Avenue between Gertrude and Eichelberger Streets; establishing a public works and improvement project for the design and construction of streetscape enhancements, including but not limited to the installation of concrete sidewalks, sod and tree planting, and precast concrete tree grates on the west side of Gravois Avenue between Gertrude and Eichelberger Streets; (the "Gravois Avenue Streetscape Improvements Project") and authorizing and directing the City of St. Louis (the "City") through its Board of Public Service to let contracts and provide for the design, construction, materials, and equipment, for the Gravois Avenue Streetscape Improvements Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire real property interests for the Gravois Avenue Streetscape Improvements Project, to enter into supplemental agreements with other governmental and private agencies, and to otherwise provide for the design and construction of the streetscape enhancements for the Gravois Avenue Streetscape Improvements Project all in accordance with the grant entered into for said Project; with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for state prevailing wages requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri, the City Charter and the Revised Code of the City, 1994, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 RSMo., as amended; and appropriating the total estimated cost of Seventy Four Thousand Five Hundred Fifty Eight Dollars (\$74,558) for said Project from the grant entered into pursuant to this Ordinance; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to disburse grant funds in accordance with the Grant and upon certification of vouchers by the President of the Board of Public Service; authorizing the Board of Public Service to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized by this Ordinance; and containing an emergency clause.

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

**SECTION ONE:** The Mayor is hereby authorized and directed, on behalf of the City of St. Louis, to apply for, to enter into and execute all necessary documents with the U.S. Department of Housing and Urban Development for a grant of \$74,558.00 to fund the design and construction of streetscape improvements, including but not limited to the installation of concrete sidewalks, sod and tree planting, and precast concrete tree grates on the west side of Gravois between Gertrude and Eichelberger Streets.

**SECTION TWO:** There is hereby authorized a public works and improvement project for the design and construction of streetscape improvements, including but not limited to the installation of concrete sidewalks, sod and tree planting, and precast concrete tree grates on the west side of Gravois between Gertrude and Eichelberger Streets (the "Gravois Avenue Streetscape Improvements Project").

**SECTION THREE:** The City of St. Louis (the "City") by and through its Board of Public Service (the "Board of Public Service") is hereby authorized and directed to let contracts and provide for the design, construction, materials, and equipment, for the Gravois Avenue Streetscape Improvements Project, to employ labor and consultants, pay salaries, fees and wages, acquire real property interests for the Gravois Avenue Streetscape Improvements Project, to enter into supplemental agreements with other governmental and private agencies, and to otherwise provide for the design and construction of the streetscape improvements for the Gravois Avenue Streetscape Improvements Project, all in accordance with the grant entered into for said Project, with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

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

**SECTION FIVE:** All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Gravois Avenue Streetscape Improvements Project. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City 1994, as amended.

**SECTION SIX:** All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE

utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

**SECTION SEVEN:** All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 RSMo. 2000, as amended.

**SECTION EIGHT:** The total estimated cost of the Gravois Avenue Streetscape Improvements Project is Seventy Four Thousand Five Hundred Fifty Eight Dollars which amount is hereby from said Grant entered into pursuant to this Ordinance to be expended for the payment of costs for work and services authorized herein.

**SECTION NINE:** The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this ordinance and is further authorized and directed to disburse grant funds upon the signature and certification of vouchers by the President of the Board of Public Service.

**SECTION TEN:** The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance.

**SECTION ELEVEN:** This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

**Approved: July 18, 2005**

**ORDINANCE #66770**  
**Board Bill No. 136**

An Ordinance authorizing and directing the Director of Parks, Recreation and Forestry, on behalf of the City of St. Louis, to enter into and execute an Agreement with the Downtown St. Louis Community Improvement District for a landscaping maintenance and beautification services; appropriating said funds received pursuant to said Agreement and authorizing the Director of Parks, Recreation and Forestry on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds as required under said Agreement and containing an Emergency clause.

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

**SECTION ONE.** The Director of Parks, Recreation and Forestry is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute an Agreement with the Downtown St. Louis Community Improvement District for landscaping maintenance and beautification services. Said Agreement shall substantially be in words and figures as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

**SECTION TWO.** The Director of Parks, Recreation and Forestry is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise pursuant to the requirements of the Agreement in a manner that is consistent with the provisions of said Agreement.

**SECTION THREE.** A special account will be created by the City of St. Louis whereby the funds paid to the Department by virtue of this Agreement will be deposited. The funds deposited to this special account will be used to pay salaries, materials and equipment for the services performed within the CID, as described in the Agreement.

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

**City of St. Louis, Department of Parks, Recreation and Forestry**  
**Downtown St. Louis Community Improvement District**  
**Landscaping Agreement**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the Downtown St. Louis Community Improvement District (hereinafter "the CID"), a Missouri nonprofit corporation and the Department of Parks, Recreation and Forestry, City of St. Louis (hereinafter "Department"). The CID is authorized pursuant to section 67.1400 et seq. of the Revised Statutes of Missouri and upon a petition of property owners in certain areas of downtown St. Louis whereby the CID has contracted to provide certain services as set forth in the CID's "Management Plan".

**WHEREAS**, an integral component of the CID's Management Plan is the provision of enhanced maintenance and beautification programs within the certain areas of downtown St. Louis as hereinafter set forth;

**WHEREAS**, the CID and the Department desire to enter into this Agreement for the provision of the services on the terms and conditions as hereinafter set forth;

**NOW THEREFORE**, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged each to the other, the CID and the Department agree as follows:

1. Services

- A. The Department shall assign one (1) full time (52 weeks per year) employee of the Department and two (2) part time (April 1 through September 30) employees of the Department for landscaping maintenance and beautification duties as outlined in Exhibit A to the area defined as the Downtown St. Louis Community Improvement District as outlined in Exhibit B. Such deployment shall be in addition to the appropriate and customary level of employees of the Department assigned to the CID.
- B. Subject to the Department's right to temporarily assign these employees to other details as may be necessary, the Department shall use its best efforts to restrict normal assignments and duties of these employees to the CID.
- C. The Department shall make available the full time employee, or their designee, for weekly and other periodic meetings with the Manager, Clean and Safe Programs of The Downtown St. Louis Partnership ("Partnership") or designee, and the bi-monthly meetings of the Partnership's Maintenance and Beautification Committee for the purpose of facilitating communication and collaboration between the Department and the CID.
- D. The Department shall make available the Director of Parks, Recreation and Forestry or his designee for bi-monthly or other periodic meetings with the CID's Manager, Clean and Safe Programs for the purpose of reviewing events or circumstances in the upcoming months which are appropriate for the use of the funds set forth in Section 2.A.
- E. Upon request of the CID prior to the expiration of the CID, the Department shall assist the CID with identifying landscaping priorities, programs and initiatives, together with related budget projections, for use in renewing and/or extending the CID.
- F. The Department shall procure those uniforms, equipment and supplies as needed to perform such services as outlined in Exhibit A.

2. Consideration

- A. The CID shall reimburse the Department a total of \$86,045.68 per year for service performed as outlined in Exhibit A.
- B. This consideration will be paid in monthly payments of seven thousand one hundred seventy dollars and forty-seven cents (\$7,170.47).
- C. Consideration for payment for service performed as outlined in Exhibit C (those outside of those duties outlined in Exhibit A) will be paid on a monthly basis upon the Department's submission of invoices with proper authorizations (Purchase Order number) at the rate outlined in Exhibit C.
- D. In lieu of partial payment for services performed by the Department during the first year of this agreement (2005), the "CID" will purchase a 2005 John Deere HPX 4x4 "Gator" and a trailer with attached water tank and pump from Art's Lawn Mower Shop in the amount of \$19,296.00 for use by the Department in the performance of the agreed upon services in the CID. This equipment will become the property of the Department and the \$19,296.00 will be deducted from the year 2005 annual payment of \$86,045.68. The balance of the year 2005 payments (\$66,749.68) made to the Department will be made in accordance with the monthly payment schedule listed above in Section B.
- E. A special account will be created by the City of St. Louis whereby the funds paid from this agreement will be deposited. The funds deposited to this special account will be used to pay salaries, materials and equipment for the services performed within the CID, as described in this agreement.

3. Areas Outside the Community Improvement District

- A. The CID may include additional obligations in areas outside of the CID by mutual agreement with the Department with appropriate adjustment to the per annum as described above in Section 2.A and 2.C. above and outlined in Exhibit A and C.

4. Employees not the CID Employees or Contractors

- A. The employees of the Department performing services under the terms of this Agreement shall, at all times, report to and be subject to the supervision of the Department. These employees are not subordinates of, and shall not be subject to the control or direction of the CID or the Partnership.
- B. The employees of the Department performing service under this Agreement shall, for all purposes, be considered employees of the Department and neither employees or independent contractors of the CID or the Partnership.
- C. No joint venture shall be deemed created by or under the terms of this agreement.

5. Indemnification and Insurance

- A. To the extent permitted by law, the Department shall indemnify and hold harmless the CID, and their respective agents, successors, assigns, board members, participation institutions, officers, and employees from and against all actions, causes of action, claims, liabilities, judgments, fines, penalties, loss, arbitration, awards and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) for personal injuries and property damage that arise from or are connected with the provision of services by the Department and its officers or any other person under the Department's control when such services have been provided in a willful, intentional or negligent manner, excepting wherefrom only such liability arising from the negligent or intentional acts of the CID or the Partnership.
- B. Such obligations shall not be construed to waive, negate, abridge, or reduce, other rights or obligations of indemnity which would otherwise exist as to the Department, the CID or the Partnership, nor shall this provision be construed or interpreted to waive, negate, abridge or reduce the sovereign immunity of the State of Missouri, the City of St. Louis or the Department, and the immunity of its agents, officers and employees.
- C. The City shall procure and maintain for the life of this agreement, including extensions thereof, insurance coverage or be self insured concerning liability, property damage and vehicles/equipment and workers' compensation.

6. Payment Terms; Conditions

- A. Not more frequently than monthly, the Department shall invoice the CID for the actual costs incurred by the Department for the permitted expenses as set forth in this Agreement, provided that such actual costs shall not exceed the permitted maximum amounts set forth in this Agreement without the CID's written agreement. The Department shall provide such detail and supporting documentation as may be requested by the CID from time-to-time.
- B. The CID shall, within thirty (30) days of receipt, remit payment to the Department for each properly submitted invoice.
- C. Notwithstanding anything herein to the contrary, the CID shall not be under any obligation to either provide services or facilities, or pay amounts otherwise herein authorized, unless and until the CID has received sufficient sums from the CID in accordance with its funding mechanism and annual budget approval process.
- D. In the event that the CID shall fail to pay any properly submitted invoice, the Department shall have the right to suspend services to the CID until such payment is made to the Department.

7. Term of Agreement; Termination of Prior Agreements

- A. This Agreement shall commence as of the date first written above, and shall continue until June 30, 2008, unless sooner terminated in accordance with this Agreement. This Agreement may be extended upon the same terms and conditions contained herein upon the mutual written consent of the Partnership and the Department.
- B. Not sooner than ninety (90) days after the date first written above, either the CID or the Department may terminate this Agreement by providing the other party with not less than thirty (30) days written notice of such termination.
- C. The CID and the Department agree that upon the effective date of the this Agreement, all prior agreements addressing this same subject matter shall terminate without any further act on the part of either of the parties hereto, provided that any obligations have arisen prior to the termination of any such agreements shall be satisfied by the appropriate party in accordance with such agreements.

8. Equal Employment Opportunity Policy Statement

- A. In all its relations with employees and contractors, the Department shall treat each person equally as an individual regardless of race, color, religion, national origin, sex, age, handicap or sexual preference. Equal opportunity shall be fundamental to the Department's personnel policy. Discrimination in employment, training, promotion or in any other aspect of employee relations on the basis of race, color, religion, national origin, sex, age, handicap or sexual preference will be prohibited by the Department.
- B. In order implement the goals set forth in the foregoing section, the Department shall:
  - 1) Adhere to all current St. Louis Department of Personnel administrative regulations and St. Louis City ordinances with regard to all employee issues.
  - 2) Recruit, hire, train and promote persons in all job classifications without regard to race, color, religion, national origin, sex, age or handicap;

- 3) Base decisions on employment so as to further the principle of equal employment opportunity;
- 4) Insure that promotion decisions are in accordance with principles of equal employment opportunity by imposing all valid requirements for promotional opportunities; and
- 5) Insure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company-sponsored training, education, tuition assistance, social or recreational programs will be administered without regard to race, color, religion, national origin, sex, age, handicap or sexual preference.

9. Party Representatives

- A. The Department hereby designates the Director of Parks, Recreation and Forestry, as the Agreement Liaison to whom all inquiries, correspondence or other communications shall be addressed, provided, however, that the Department reserves the right to authorize any change, amendment or interpretation of this Agreement or its terms on behalf of the Department.
- B. The CID hereby designates the Manager, Clean and Safe Programs, as the Agreement Liaison to whom all inquiries, correspondence or other communications shall be addressed, provided, however, that the CID reserves the right to authorize any change, amendment or interpretation of this Agreement or its terms on its behalf.
- C. Either party may designate another representative to act in its behalf by serving written notice to the other party.

10. Notice

- A. A notice, demand or other communication under this Agreement from one party to the other shall be sufficiently given or delivered (i) on the date of deposit in the United States mail registered or certified mail, postage prepaid, return receipt requested, provided however, in the event of service as provided herein by this subsection, the recipient shall have an additional two (2) days from the date of postmark to respond or otherwise take action as permitted under this Agreement; or (ii) on the date of facsimile transmission from one party to the other, provided that such notice, demand or other communication is also deposited in the United States mail, as registered or certified mail, postage prepaid the same date as facsimile transmission; or (iii) the date of personal service.

In the case of Department, to:

Mayor, City of St. Louis  
City of St. Louis  
City Hall  
1200 Market St.  
St. Louis, MO 63103

with a copy to:

Director, Department of Parks, Recreation and Forestry  
5600 Clayton Road  
St. Louis, MO 63110  
314-289-5300

In the case of the CID, to:

Downtown St. Louis Partnership  
Attn: President & CEO  
906 Olive Street, Suite 200  
St. Louis, MO 63101  
Fax No.: 314/436-1646

with a copy to:

Downtown St. Louis Partnership  
Attn: Manager, Clean and Safe Programs  
906 Olive Street, Suite 200  
St. Louis, MO 63101  
Fax No.: 314/436-1646

or to such other address or person as wither party may hereafter designate in writing to the other party.

11. Miscellaneous Terms

- A. No Impediment to the Department's Performance: The Department represents and warrants that its performance under this Agreement will not violate any agreement, regulation, judgment, order, decree or other lawful or contractual provision and that the Department has, or will obtain within the time necessary to fulfill its obligations hereunder the resources to fully perform its duties under this agreement.
- B. Records: The Department shall maintain full, complete and accurate books of account in accordance with generally accepted accounting principles consistently applied with respect to the services to be provided hereunder, including expenses associated therewith, such as invoices for materials, as well as employee time records, payroll records, evidence of payment and remittance of all employment, including withholding, taxes. The CID shall have the right, through its agents, accountants and attorneys, to review all of the Department's books of account, records, vouchers and other data and information in connection with the Department's provision of services with respect to this Agreement to confirm the correctness and accuracy of any invoice furnished to the CID, including after the payment of any such invoice.
- C. Entire Agreement: This agreement constitutes the entire understanding between the CID and the Department and may only be modified by a written instrument signed by both the CID and the Department. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between parties hereto.
- D. Assignability: This Agreement may not be assigned by either party without the written consent of the other party.
- E. No Waiver: The failure of either party to give notice of default or to enforce the terms of this Agreement, or the granting of an extension of the performance of any obligations hereunder, shall not constitute the waiver of future compliance with the terms and conditions of this Agreement, whether the same or different, in the future by either party.
- F. Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be severable and shall be construed in all respects as if such invalid and unenforceable provisions are omitted.
- G. Counterparts: This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute and be one and the same instrument.
- H. Headings: The headings set forth at the beginning of each Article, Paragraph or Section hereof are for reference only and are not part of this Agreement.
- I. Binding Effect: This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement as of the date first above written.

"The Department"  
The City of St. Louis

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

APPROVED AS TO FORM:

\_\_\_\_\_  
St. Louis City Counselor

\_\_\_\_\_  
Comptroller, City of St. Louis

\_\_\_\_\_  
Register, City of St. Louis

"The CID"  
DOWNTOWN St. Louis Community Improvement District  
A Missouri Nonprofit Corporation

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

Exhibit A

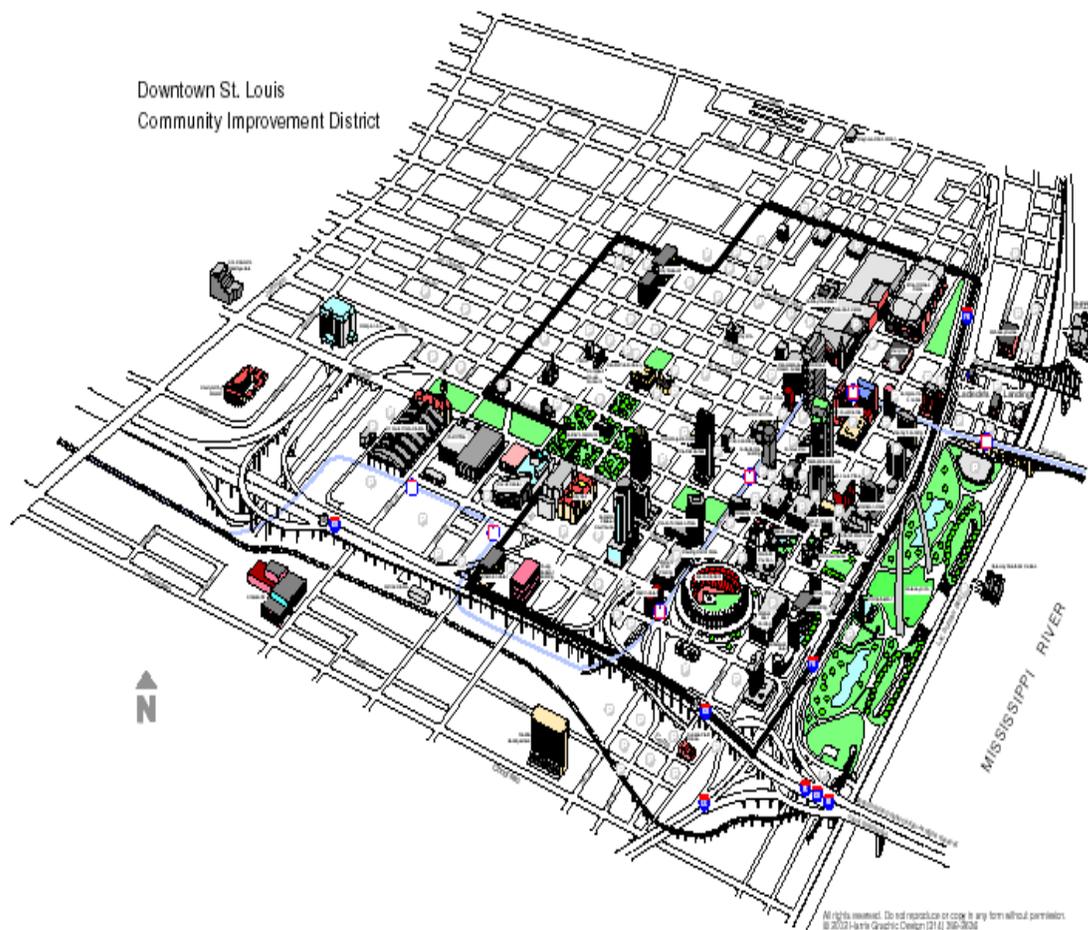
The following is the current count of items requiring maintenance within the CID District:

267 concrete planters  
128 Washington Ave planters  
46 hanging baskets  
139 tree wells

Maintenance task for these items:

- 1) 267 Concrete Planters
  - A. Trim shrubs and trees to proper size and shape once per year. Haul off debris
  - B. Spray insecticide to control insects once per year
  - C. Watering of planters 3 times per week or more as needed
  - D. Install proper flowers, annuals/perennials into 100 concrete planters for summer display once per year.
  - E. Install 12 tulips into 20 planters in spring and 6 mums into 20 planters in fall
  - F. Mulch planters once per year
- 2) 128 Washington Ave Planters
  - A. Trim shrubs and trees to proper size and shape once per year. Haul off debris
  - B. Spray insecticide to control insects once per year
  - C. Watering of planters 3 times per week or more as needed
  - D. Mulch planters once per year
- 3) 46 Hanging Baskets
  - A. Install proper flowers, annuals and perennials into the 46 hanging baskets for summer display once per year.
  - B. Daily watering and fertilizing of all 46 hanging baskets from April through September
- 4) 139 tree wells
  - A. Trim trees and ground cover to proper size and shape once per year. Haul off debris
  - B. Spray insecticide to control insects once per year
  - C. Watering of tree well 3 times per week or more as needed.
  - D. Mulch tree wells once per year

## Exhibit B

BOUNDARIES AND MAP OF THE COMMUNITY IMPROVEMENT DISTRICT

## District Boundaries

The district boundaries are as follows:  
 18th Street from Chestnut, north to Delmar;  
 Delmar, east to 14th Street;  
 14th Street north to Cole;  
 Cole east to Tucker  
 Tucker south to Pine;  
 Pine heading west to 14th Street;  
 14th Street south to Chestnut; and  
 Chestnut west to 18th Street.

The boundaries continue to  
 Interstate 70 to the east;  
 Cole west Tucker south to Pine;  
 West on Pine to 14th Street;  
 14th Street south to Interstate 64/40; and  
 South on Interstate 64/40 to intersection of Interstate 70

Exhibit COptional services to be provided to the Partnership as requested:

- 1) Planter and trash receptacle moving:
  - \$43.00 per container/planter. If there are multiple “containers” at one location that are to be moved to a single source, the price per container will be \$38.00 per “container”. If the multiple containers at a single location are to be moved to more than one site, the \$43.00 fee will apply.
- 2) Large debris removal/general labor or clean-up:
  - \$28.50 per person/hour.
- 3) Additional or replacement shrub and tree planting:
 

Newly installed shrubs and trees will have one year warranty from the date of installation unless damaged by vandalism or accidents.

  - Tree installation will be \$150.00 per tree (1.5 – 2.0 inch caliper) unless a specifically requested tree is of a variety or caliper size that is more expensive to acquire from the City’s contracted tree vendor. In this event, the Downtown Partnership will be additionally charged for the price difference that must be paid to the tree vendor for that specific tree.
  - Shrubs will be replaced at a cost of \$45.00 per shrub. These shrubs are generally 18-24 inch plants. In the event a specifically requested shrub is more expensive than this installed price, the Partnership will be additionally charged for the price difference that must be paid to the shrub vendor for that specific shrub.
- 4) New hanging basket installation:
  - This would include the bracket, baskets, plantings, and installation: \$165.00/basket

**Approved: July 18, 2005**

**ORDINANCE #66771**  
**Board Bill No. 147**

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the “Corporation”) to issue and sell its City Justice Center Leasehold Revenue Refunding Bonds, Series 2005 (the “Series 2005 Bonds”) in an aggregate principal amount of not to exceed \$16,000,000 in order to refund all or a portion of its City Justice Center Leasehold Revenue Improvement Bonds, Series 2000A (the “Refunded Bonds”), for the general welfare, safety and benefit of the citizens of the City of St. Louis, Missouri (the “City”); authorizing and directing the Corporation to execute and deliver a Fourth Supplemental Indenture of Trust, a Second Supplemental Base Lease, a Second Supplemental Lease Agreement, an Official Statement, a Bond Purchase Agreement, and an Escrow Agreement; authorizing the City to execute the Second Supplemental Base Lease, the Second Supplemental Lease Agreement, a Continuing Disclosure Agreement, the Official Statement, the Bond Purchase Agreement, the Escrow Agreement, and if, necessary, the Fourth Supplemental Indenture of Trust; authorizing the Corporation and the City to obtain credit enhancement for the Series 2005 Bonds from a Credit Provider, authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials, if necessary, to execute any Credit Agreement or other documents related thereto; authorizing participation of appropriate City officials in preparing the Corporation’s Preliminary Official Statement and final Official Statement for the Series 2005 Bonds; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; and authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; and containing an emergency clause.

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Refunded Bonds pursuant to an Indenture of Trust between the Corporation and UMB Bank of St. Louis, N.A., as trustee (the “Trustee”), dated as of August 1, 1996, as amended and supplemented (the “Indenture”) to finance completion of the Project (as defined in the Indenture);

**WHEREAS**, the City has determined that it is in the best interest of the City to authorize and direct the Corporation to issue bonds for the purpose of refunding all or a portion of the Refunded Bonds; and

**WHEREAS**, the Board of Aldermen of the City has heretofore pledged as security for the Bonds certain State Reimbursements (as hereinafter defined) paid to the City as provided in the Pledge Agreement;

**WHEREAS**, it is necessary and desirable in connection with the issuance of the Series 2005 Bonds for the City and/or the Corporation to execute and deliver certain documents and take certain other actions as herein provided.

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

**Section 1. Definitions.** Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

**“Base Lease”** means the Base Lease, between the City and the Corporation, as lessor, dated as of August 1, 1996, as amended and supplemented by the Second Supplemental Base Lease, pursuant to which the City conveyed a leasehold interest in the Property to the Corporation.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2005 Bonds.

**“City Justice Center”** means the City Justice Center located on the real property described on Tract II of Schedule I to the Lease Agreement, and situated in the City and any other real or personal property hereafter acquired by the Corporation and leased by the Corporation to the City pursuant to any supplemental Lease Agreement with respect to the City Justice Center and appurtenant easements, rights-of-way, improvements, paving and personal property necessary, convenient and appurtenant thereto, and any modifications, alterations or changes in, on or to the foregoing or any repairs thereto or thereof.

**“Credit Agreement”** means any agreement by and among the Credit Provider, the City and the Corporation providing for Credit Enhancement.

**“Credit Enhancement”** means a letter of credit, liquidity facility, a surety bond or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for or insuring the payment of all or a portion of the principal of and interest on one or more series of Bonds as provided therein.

**“Credit Provider”** means the issuer or issuers of any Credit Enhancement, if any, pursuant to or identified in the Fourth Supplemental Indenture.

**“Escrow Agreement”** means the Escrow Agreement among the City, the Corporation and UMB Bank, N.A., as escrow agent.

**“Financial Advisor”** means P.G. Corbin & Company, Inc., the financial advisor to the City with respect to the Series 2005 Bonds.

**“Fourth Supplemental Indenture”** means the Fourth Supplemental Indenture of Trust between the Corporation and the Trustee, securing the Series 2005 Bonds.

**“Lease Agreement”** means the Lease Purchase Agreement between the Corporation and the City, dated as of the August 1, 1996, as amended and supplemented by the Second Supplemental Lease Agreement, pursuant to which the Corporation conveyed a leasehold interest in the Property to the City, and the City leased the Property, together with any improvements thereon, from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Bonds.

**“Official Statement”** means the preliminary or final Official Statement or Official Statements prepared in connection with the issuance, sale and delivery of the Series 2005 Bonds.

**“Pledge Agreement”** means the Pledge Agreement, dated as of August 1, 1996, between the City and the Trustee, dated as of August 1, 1996.

**“Pledged Revenues”** means State Reimbursements pledged under the Pledge Agreement.

**“Property”** means the real and personal property described on Revised Schedule I to the Lease Agreement together with any improvements constructed thereon.

**“Refunded Bonds”** means all or a portion of the outstanding St. Louis Municipal Finance Corporation Leasehold Revenue Improvement Bonds, Series 2000A, dated February 1, 2000, as more particularly described in the Second Supplemental Indenture.

**“Second Supplemental Base Lease”** means the Second Supplemental Base Lease, between the City and the Corporation.

**“Second Supplemental Lease Agreement”** means the Second Supplemental Lease Purchase Agreement, between the Corporation and the City.

**“Series 2005 Bonds”** means the Series 2005 Bonds authorized pursuant to the Fourth Supplemental Indenture.

**“State Reimbursements”** means certain prisoner per diem cost reimbursements received by the City pursuant to Section 221.105 Revised Statutes of Missouri, as amended, from the State of Missouri.

**“Trustee”** means UMB Bank, N. A., St. Louis, Missouri, as trustee or any successor thereto under the Indenture.

“**Underwriters**” means the underwriters with respect to the Series 2005 Bonds.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue, if market conditions warrant, its Series 2005 Bonds (i) to refund the Refunded Bonds, (ii) to provide for a debt service reserve fund and/or Credit Enhancement for the Series 2005 Bonds, and (iii) to pay reasonable expenses incurred by the Corporation and City in connection with the issuance and sale of the Series 2005 Bonds; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2005 Bonds to the Underwriters.

**Section 3. Authority and Direction to Issue the Series 2005 Bonds.** The City hereby authorizes and directs the Corporation, if market conditions warrant, to issue its City Justice Center Leasehold Revenue Refunding Bonds, Series 2005, in an aggregate principal amount not to exceed \$16,000,000 (the “Series 2005 Bonds”) on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2005 Bonds (i) shall have a final maturity not more than 30 years from their date of issuance, (ii) shall bear a fixed rate of interest of not more than 10%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2005 Bonds shall be as provided in the Fourth Supplemental Indenture.

**Section 4. Limited Obligations.** The Series 2005 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) the Pledged Revenues, (ii) Rentals and Additional Rentals received by the Corporation from the City or received by the Trustee on behalf of the City and reasonably expected to be used to pay debt service on the Series 2005 Bonds pursuant to the Pledge Agreement and Lease Agreement, and (iii) any amounts payable by any Credit Provider in connection with any Credit Enhancement on the Series 2005 Bonds. The Bonds and the interest thereon shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation as provided therein. Neither the obligation of the City to make such payments under the Lease Agreement nor the Series 2005 Bonds shall constitute a debt of the City. The issuance of the Series 2005 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. The terms and provisions of the Series 2005 Bonds shall be as provided for in the Fourth Supplemental Indenture.

**Section 5. Authority and Direction to Execute and Deliver Certain Documents.** In connection with the issuance of the Series 2005 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Fourth Supplemental Indenture, the Second Supplemental Base Lease, the Second Supplemental Lease Agreement, the Escrow Agreement, and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2005 Bonds and to carry out and comply with the intent of this Ordinance, in such form as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers’ signatures thereon being conclusive evidence of their approval thereof.

**Section 6. Authority and Direction to Sell the Series 2005 Bonds in a Negotiated Sale.** In connection with the issuance of the Series 2005 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the preliminary Official Statement and the final Official Statement, to execute and deliver the final Official Statement and to execute and deliver the Bond Purchase Agreement, in connection with such negotiated sale of the Series 2005 Bonds.

**Section 7. Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Series 2005 Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, will achieve an economic benefit for the City if the Series 2005 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Pledged Revenues, Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the Bonds and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any agreement for Credit Enhancement with the Credit Provider, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such agreement for Credit Enhancement and other documents in connection therewith as required to obtain the Credit Enhancement.

**Section 8. Authorization with Respect to Execution and Delivery of Documents.** The Mayor and Comptroller of the City are hereby authorized and directed to execute, acknowledge and deliver the Second Supplemental Base Lease, the Second Supplemental Lease Agreement, the Escrow Agreement, and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2005 Bonds and to carry out and comply with the intent of this Ordinance in substantially such forms, not inconsistent with the provisions of this Ordinance, as the Mayor and Comptroller shall approve with the advice of the Underwriters and the Financial Advisor, and which the City Counselor shall approve as to form, and the Register of the City is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same and the signature

of the Mayor and the Comptroller shall be conclusive as to their approval of such changes or modifications by the City.

**Section 9. Authorization with Respect to Sale of the Series 2005 Bonds.** The preparation of a preliminary Official Statement and a final Official Statement, the execution and delivery of the final Official Statement by the City, and the execution and delivery of a Bond Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents and employees of the City are hereby authorized and directed to, take such further actions, and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver the final Official Statement and the Continuing Disclosure Agreement in substantially such forms, not inconsistent with the provisions of this Ordinance, as the Mayor and Comptroller shall approve with the advice of the Underwriters and the Financial Advisor.

**Section 10. Further Authority.** The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Lease Agreement, the Base Lease, any Credit Agreement, and the Escrow Agreement.

**Section 11. Emergency Clause.** The passage of this Ordinance being deemed necessary for the immediate preservation of the public health, moral, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

**Approved: July 18, 2005**

**ORDINANCE #66772  
Board Bill No. 150**

An ordinance pertaining to the entertainment tax as it applies to boxing matches, shows or exhibitions; providing for establishment of a pilot program to determine incentives to promote, encourage, and attract economic development and tourism through the boxing industry by suspending, from the effective date of this Ordinance to December 31, 2008, from the imposition and collection of the entertainment tax imposed by SECTION TWO of Ordinance 65669 on admission charges to any boxing match, show or exhibitions, requiring the filing of the amount of gross receipts on the admissions to such events and containing a non-savings clause and an emergency clause.

**WHEREAS**, there continue to exist, in the City of St. Louis (the "City"), areas of economic instability, economic decline and areas which suffer from a lack of continued economic investment, development and activities; and

**WHEREAS**, the City finds that it is in the best interest of the City and its residents and inhabitants to study the effects of the entertainment tax on boxing matches, shows and exhibitions and in the attraction of economic development, and an increase in revenue through the sale of concessions, souvenirs and other boxing related items, and the increase in tourism by suspending for a certain period of time the entertainment tax on such industry; and

**WHEREAS**, certain economic development and tourism activities through boxing activities in the City may serve to stabilize blighted areas, insanitary areas, or areas otherwise in economic decline in the City, and will significantly benefit the City by increasing and providing new revenues by the creation of new and increased sales on concession, souvenirs and other boxing related items; and

**WHEREAS**, in order to ensure the stability and expansion of the City's economy, the City wishes to create and provide an incentive to stimulate, promote and attract economic development and tourism by focusing on the boxing industry in the City by providing certain tax relief for a limited period of approximately three years;

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

**SECTION ONE.** The Board of Aldermen hereby adopts the foregoing recitals as findings.

**SECTION TWO.** The imposition and collection of the tax imposed on boxing matches, shows or exhibitions by SECTION TWO of Ordinance 65699 and codified as Section 8.08.010 of the Revised Code of the City of St. Louis is hereby suspended on boxing matches, shows, or exhibitions from the effective date of this Ordinance to December 31, 2008..

**SECTION THREE.** The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such necessary steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance including conducting a pilot program studying the financial implications of such tax suspension as it relates to added City revenue through other tax revenues including the sale of concessions, souvenirs and other boxing related items, and the promotion, encouragement and attraction of economic development and tourism through the boxing industry.

**SECTION FOUR.** Any person or persons, partnership of whatever form, or corporation in the business of admitting persons or groups upon payment of an admission charge to a boxing match, show or exhibition shall report to the license collector quarterly the gross receipts derived from such admission charges.

**SECTION FIVE.** The section of this Ordinance shall not be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall not remain valid and the suspension of the tax shall be null and void.

**SECTION SIX.** This ordinance being necessary for the immediate preservation of public health, safety and general welfare and an ordinance addressing taxation, it is hereby declared to be an emergency measure and shall become effective immediately upon its approval by the Mayor.

**Approved: July 18, 2005**

**ORDINANCE #66773  
Board Bill No. 87  
Floor Substitute**

An ordinance pertaining to the Twenty-Fourth Ward Liquor Control District; amending Section Two of Ordinance 66597 by changing the boundaries of the Twenty-Fourth Ward Liquor Control District, as established therein.

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

**SECTION ONE.** Section Two of Ordinance 66597 is hereby amended to read as follows:

Section Two: The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering and littering, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area Beginning at the intersection of the centerline of Manchester Avenue at the city limits, north to Clayton Rd., southeast to Clayton Ave., southeast to Oakland Ave., Oakland Ave. east to Interstate 64, southwest to Clayton Ave., southeast to Berthold Ave., east to Fairmont Ave., north along the prolongation of Fairmont Ave. to Interstate 64, east to the southbound Hampton Ave. exit ramp, southeast to Hampton Ave., south to Manchester Ave., west to Forest Avenue, north the east-west alley in city block 4628.06, west McCausland Avenue, south to Manchester Avenue, west to the point of beginning. Such area shall be known as the Twenty-Fourth Ward Liquor Control Area.

**Approved: July 18, 2005**

**ORDINANCE #66774  
Board Bill No. 118  
Committee Substitute**

**AN ORDINANCE AMENDING ORDINANCE NO. 66224 RELATING TO THE METHOD OF ESTABLISHING AND THE MAXIMUM RATE OF SPECIAL ASSESSMENTS FOR THE GASLIGHT SQUARE COMMUNITY IMPROVEMENT DISTRICT; APPROVING THE AMENDED PETITION OF THE REAL PROPERTY OWNERS; AND CONTAINING A SEVERABILITY CLAUSE.**

**WHEREAS**, by Ordinance No. 66224, approved March 21, 2004, a community improvement district known as the Gaslight Square Community Improvement District (hereinafter the "District") was established pursuant to Mo. Rev. Stat. Section 67.1401, et. seq., as amended (hereinafter the "Act"); and

**WHEREAS**, Section 67.1421 of the Act authorizes the proper petitioners for a community improvement district to establish the manner of calculation and the maximum rates of special assessments for the classes and subclasses of real property within such community improvement district; and

**WHEREAS**, the petition originally submitted by the majority property owners within the District (hereinafter "Petitioners") dated January 14, 2004 (hereinafter the "Original Petition"), established a manner of assessment of the special assessments, as well

as the maximum assessment rates; and

**WHEREAS**, the Original Petition submitted established that the total sum of obligations to be issued by or on behalf of the District would be the greater of either \$1,815,000.00 or 58% of the total project costs; and

**WHEREAS**, the Register of the City of St. Louis did review and determine that the Original Petition substantially complied with the requirements of the Act, and, the public hearing required by the Act, duly noticed, was held on February 25, 2004, by the Board of Aldermen prior to the approval of Ordinance No. 66224 on March 21, 2004; and

**WHEREAS**, Petitioners have submitted to the Register an Amended Petition dated April 22, 2005, (hereinafter the "Amended Petition"), requesting amendment of the manner of calculation of the special assessments, the maximum assessment rates within the District, and the total amount of obligations as may be issued by or on behalf of the District; and

**WHEREAS**, the Register has reviewed and determined that the Amended Petition substantially complies with the requirements of the Act, and, the public hearing required by the Act, duly noticed, was held on July 6, 2005, by the Board of Aldermen.

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

**SECTION ONE.** The Board of Aldermen hereby accepts and approves the Amended Petition as attached hereto as Exhibit A, incorporated herein by this reference.

**SECTION TWO. AMENDMENT OF SPECIAL ASSESSMENTS.** Ordinance No. 66224 at Section Two, Paragraph (b)(i) shall be amended by deleting same and replacing it in its entirety with the following:

"(i) The District is authorized by the Act and the Original Petition and the Amended Petition when approved by the Board of Aldermen to assess and collect annual yearly special assessments of 1.11% of the original sales price of the improved property within the District beginning October 1, 2004, and said special assessment may be increased up to 0.025% for each year beyond 2004 until such time as the existence of the District is terminated; provided, however, that the maximum rate of assessment shall not exceed 1.40% of the original sales price to the initial purchaser of the improved residential real estate. For any units the ownership of which has not transferred by June 1, 2005, the special assessments shall be applied against the asking price for the unit for that tax year. Upon sale of such units in subsequent tax years, the special assessment, as adjusted up to 0.025% as aforementioned, shall be based upon the actual, original sales price of each unit."

**SECTION THREE. TOTAL AMOUNT OF OBLIGATIONS.** The amendments contained in the Amended Petition, attached hereto as Exhibit A to Section 13(1) and Appendix C – Five Year Plan of the Original Petition, as to references to the total amount of obligations that may be issued by or on behalf of the District, deleting the reference to "56% of total project costs" and deleting the reference to the sum "\$1,815,000.00" and replacing same with the sum "\$2,250,000.00", are hereby accepted and so made.

**SECTION FOUR. COLLECTION AGREEMENT.** In order to facilitate the District's loan of funds provided by the City of St. Louis LCRA's issuance of obligations to fund the construction of improvements and remediation of the blighted conditions within the District, the Collector of Revenue and the Comptroller are hereby authorized and directed to enter into a collection agreement substantially in the form as attached as Exhibit B, incorporated herein by this reference.

**SECTION FIVE. NO OTHER AMENDMENT.** Except as amended hereby, all other terms and provisions of Ordinance No. 66224 shall remain the same and in full force and effect.

**SECTION SIX.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

**AMENDED PETITION FOR THE GASLIGHT SQUARE COMMUNITY IMPROVEMENT DISTRICT**  
is on file in the Register's Office.

Approved: July 25, 2005

**ORDINANCE #66775**  
**Board Bill No. 165**  
**Committee Substitute**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND COMPTROLLER TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT ("INTERGOVERNMENTAL AGREEMENT") BY AND AMONG THE CITY OF ST. LOUIS, MISSOURI ("CITY"), THE COUNTY OF ST. LOUIS, MISSOURI ("COUNTY"), THE LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS ("LRA"), THE METROPOLITAN ST. LOUIS SEWER DISTRICT ("MSD"), THE ST. LOUIS

COUNTY PORT AUTHORITY (“COUNTY PORT AUTHORITY”), AND PINNACLE ENTERTAINMENT, INC. (“PINNACLE”), TO CONSTRUCT AN ACCESS ROAD (“ACCESS ROAD”) NEAR THE RIVER DES PERES TO THE PINNACLE DEVELOPMENT SITE IN ST. LOUIS COUNTY (“THE PINNACLE DEVELOPMENT SITE”); AND AUTHORIZING THE MAYOR AND THE COMPTROLLER TO GRANT A PERPETUAL EASEMENT WITH RESTRICTIONS CERTAIN CITY PROPERTY FOR THE ACCESS ROAD, AND TO CONVEY WITH RESTRICTIONS CERTAIN CITY PROPERTY FOR USE AS A PARK AND OTHER USES, WHICH PROPERTIES ARE AT OR NEAR THE RIVER DES PERES TO THE PINNACLE DEVELOPMENT SITE, AND TO CONVEY CERTAIN CITY PROPERTY LOCATED AT OR NEAR 1031 AND 1035 COMMERCIAL STREET TO THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS (“LCRA”) IN CONNECTION WITH THE PINNACLE DEVELOPMENT SITE LOCATED IN THE CITY OF ST. LOUIS; AND CONTAINING A SEVERABILITY AND AN EMERGENCY CLAUSE.

**WHEREAS**, Section 16 of Article VI of the Missouri Constitution allows and provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

**WHEREAS**, Sections 70.210 to 70.325 MO. Rev. Stat. (2000), as amended (herein referred to as the “Intergovernmental Agreement Act”) , allow and provide, in pertinent part, for municipalities and political subdivisions of the State of Missouri to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, the St. Louis County Council approved Pinnacle to construct and operate a gaming facility at the old National Lead Site in south St. Louis County by Ordinance No. 21,908; and

**WHEREAS**, the County and Pinnacle have selected a preferred access road that lies partly within the boundaries of the City of St. Louis and partly within the boundaries of St. Louis County; and

**WHEREAS**, in addition to the City, County, LRA, MSD, and the County Port Authority own property along the Access Road; and

**WHEREAS**, condemnation of private properties located within the City of St. Louis may be necessary to construct the Access Road, and therefore, it may be necessary for the City to initiate condemnation proceedings or to grant authority to the County to initiate condemnation proceedings in the name of the City to acquire such necessary property interests for the Access Road; and

**WHEREAS**, the Intergovernmental Agreement provides for the City and the LRA to transfer ownership of properties the City and the LRA own along the Access Road for the construction of the Access Road and to enhance St. Louis County’s Lemay Park; and

**WHEREAS**, the Intergovernmental Agreement provides for MSD to devote, dedicate or establish public property interests necessary for the construction of the Access Road; and

**WHEREAS**, Pinnacle, pursuant to a Lease and Development Agreement with the County Port Authority dated August 12, 2004, has agreed to fund the construction of the Access Road; and

**WHEREAS**, the Intergovernmental Agreement provides that upon completion of the Access Road, the County shall maintain the Access Road and assume liability for claims arising out of the maintenance of the Access Road; and

**WHEREAS**, the City Board of Alderman hereby determines that the terms of the Intergovernmental Agreement are acceptable and that the execution, delivery and performance by the City and the County, the LRA, MSD, the County Port Authority, and Pinnacle of their respective obligations under the Intergovernmental Agreement are in the best interests of the County and the health, safety, morals and welfare of its residents;

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

**SECTION ONE.** Approval of the Intergovernmental Agreement. The Mayor and the Comptroller are authorized and directed to execute, on behalf of the City, the Intergovernmental Agreement as attached hereto as Exhibit 1 and the City Register is hereby authorized and directed to attest to same and to affix the seal of the City thereto. The Intergovernmental Agreement shall provide for the City to transfer certain property interests to the County for construction of the Access Road, to cooperate with the County, the LRA, MSD, the County Port Authority, and Pinnacle for the design, planning, construction, maintenance of the Access Road, and assumption of liability for claim brought pursuant to maintenance of the Access Road. The Intergovernmental Agreement shall provide for the City to cooperate with the County to condemn any and all private property necessary for the Access Road identified in the Intergovernmental Agreement. The Intergovernmental Agreement shall be conditioned upon the sale of certain property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time. The Intergovernmental Agreement shall provide for the County to enter into a Road Development Agreement, which is attached to the Intergovernmental Agreement as Exhibit F for the purposes of designing, planning, funding, construction, and maintenance of the

Access Road. The Intergovernmental Agreement shall provide for a Transportation Development District, if the parties determine such is necessary. The Intergovernmental Agreement shall be substantially in the form on file with the Register with such changes therein as shall be approved by the Mayor and Comptroller with the advice of the City Counselor, and as may be consistent with the intent of this Ordinance and the Intergovernmental Agreement and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

**SECTION TWO.** Additional Authority. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

**SECTION THREE.** Recording of the Intergovernmental Agreement. Upon execution of the Intergovernmental Agreement, the Register or designee shall cause a copy of the Intergovernmental 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, as required by Section 70.300 Mo. Rev. Stat.(2000)

**SECTION FOUR.** Transfer of City Property The Mayor and the Comptroller are hereby authorized and directed to grant a Perpetual Easement with restrictions to the County Port Authority for the property described on Exhibit B-1 of the Intergovernmental Agreement necessary for the construction of the Access Road and to execute a Quit Claim Deed or other acceptable form of conveyance as determined by the City Counselor with restrictions to the County Port Authority for that property described on Exhibits B-2 and D of the Intergovernmental Agreement. The Mayor and the Comptroller are hereby authorized and directed to execute a Quit Claim Deed or other acceptable form of conveyance as determined by the City Counselor to LCRA for that property located at or near 1031 and 1035 Commercial Street described in Exhibit 2 attached hereto in connection with the Pinnacle development site located in the City of St. Louis and the sale of certain property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time.

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

**SECTION SIX.** Emergency Clause. This being an ordinance for the preservation of the 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.

**EXHIBIT 1**  
**Intergovernmental Agreement**  
**(attached)**

**EXHIBIT 2**  
**City Property to Be Conveyed to LCRA**

**Parcel 1:**

A parcel of land in Block 18 of the City of St. Louis, described as: Beginning at the point of intersection of the South line of Carr Street, 50 feet wide, and the West line of Wharf Street; thence South 7 degrees 51 minutes 22.775 seconds West along said West line of Wharf, 149.712 feet, to a point; thence South 69 degrees 06 minutes 27.553 seconds West, 80.893 feet, to a point; thence North 81 degrees 26 minutes 19.225 seconds West, 29.081 feet, to a point in the East line of the 20 foot wide alley in City Block 18; thence North 7 degrees 51 minutes 22.775 seconds East along said East line of alley, 63.812 feet, to a point; thence North 68 degrees 18 minutes 17.601 seconds East, 92.083 feet, to a point; thence North 19 degrees 20 seconds 09.40 seconds West, 88.932 feet, to a point in the South line of Carr Street 50 feet wide, thence South 82 degrees 10 minutes 82.225 seconds East along the South line of Carr Street, 50 feet wide, 60.210 feet to the point of beginning.

**Parcel 2:**

All that part of Lot Four (4) in City Block Eighteen (18) described, as follows:

Beginning at the Northeast corner of Lot 1 in said City Block 18, which is also the point of intersection of the South line of Carr Street, 50 feet wide and the West line of the North and South alley 20 feet wide in said City Block 18, thence South 7 degrees 51 minutes 22.775 second West, one hundred thirty-five and one hundred fifteen thousandths (135.115) feet along said West line of alley 20 feet wide, to a true point of beginning; thence South 68 degrees 18 minutes 17.601 seconds West, twenty-three and four hundred seventy-eight thousandths (23.478) feet, to a point; thence South 8 degrees 33 minutes 40.775 seconds West, thirty-three and three hundred eight thousandths (33.308) feet, to a point in the South line of said Lot 4; thence South 82 degrees 08 minutes 37.225 seconds East, along said South line of Lot 4, twenty and eight hundred thirty-four thousandths (20.834) feet, to a point in the Western line

of said alley 20 feet wide, which is also the Southeast corner of said Lot 4; thence North 7 degrees 51 minutes 22.775 seconds East, along said West line of alley 20 feet wide, forty-four and eight hundred eighty-five thousandths (44.885) feet, to the true point of beginning aforesaid.

ADOPTED: \_\_\_\_\_  
 \_\_\_\_\_  
 Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 Register

### INTERGOVERNMENTAL COOPERATION AGREEMENT

This INTERGOVERNMENTAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2005, by and among ST. LOUIS COUNTY, MISSOURI, a constitutional charter county and political subdivision of the State of Missouri (the "County"), ST. LOUIS COUNTY PORT AUTHORITY (the "County Port Authority"), a public body corporate and politic of the State of Missouri, the CITY OF ST. LOUIS, MISSOURI (the "City"), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS (the "LRA"), a public body corporate and politic of the State of Missouri, THE METROPOLITAN ST. LOUIS SEWER DISTRICT ("MSD"), a municipal corporation and political subdivision of the State of Missouri, and PINNACLE ENTERTAINMENT, INC. ("Pinnacle"), a Delaware corporation.

**WHEREAS**, Pinnacle and the County Port Authority entered into a Lease and Development Agreement (the "County Development Agreement") dated August 12, 2004 under which Pinnacle has agreed to construct a gaming and mixed-use facility to be located on property of the Port Authority located in the County and which also requires, among other things, that Pinnacle construct an access road to such site (the "County Project"); and

**WHEREAS**, Pinnacle and the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") entered into a Redevelopment Agreement (the "City Redevelopment Agreement") dated April 22, 2004, as amended, under which the City and the LCRA agreed to enter into an agreement with the County with respect to the cooperation of the City and LCRA with the construction of the access road to the County Project; and

**WHEREAS**, the County and Pinnacle have selected a preferred access road to the County Project which road is conceptually described on Exhibit A attached hereto, the final alignment of which shall be appended hereto as Exhibit A-1 and which may include property owned by the County, the City, LRA, the County Port Authority, MSD and within the MSD right-of-way (the "Access Road"); and

**WHEREAS**, the construction of the Access Road will require the acquisition of additional interests in real property located in the County and the City; and

**WHEREAS**, the construction of the Access Road will require that the County, the City, the County Port Authority, the LRA, and MSD devote, dedicate or establish public property interests necessary for the Access Road over certain of their respective properties; and

**WHEREAS**, the development and construction of the Access Road by the parties will benefit both the County and the City by providing (a) better public safety access to local businesses; (b) the redevelopment of certain blighted properties; (c) the extension of the Great Rivers Greenway recreation trail system; and (d) access to improved park land owned by the County Port Authority; and

**WHEREAS**, the development and construction of the Access Road by Pinnacle will benefit the parties by providing MSD with the possibility of expanding its property ownership for expansion of its Lemay Treatment Plant and providing additional access to MSD's Lemay Treatment Plant; and

**WHEREAS**, the Access Road, upon completion of construction, will become a public road partially within the City of St. Louis and partially within St. Louis County; and

**WHEREAS**, the parties hereto have the authority to enter into this Agreement; and

**WHEREAS**, the County, the City, and MSD desire to approve the plans and specifications for construction of the Access Road; and

**WHEREAS**, the County is willing to maintain the Access Road upon its completion in accordance with the terms of this Agreement, and any other agreement entered into between the County and the City; and

**WHEREAS**, MSD is willing to maintain the sewer, storm water, sanitary, and drainage systems and any appurtenances thereto in connection with the Access Road (the "Sewer System");

**WHEREAS**, the parties hereto desire to enter into this Agreement to facilitate the acquisition of property, and the design, construction and maintenance of the Access Road;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

**1. Statutory Authority.** The parties enter into this Agreement within the contemplation and purview of RSMo Sections 70.210 through 70.325, as amended and St. Louis County Ordinance No. \_\_\_\_\_, St. Louis City Ordinance No. \_\_\_\_\_, St. Louis County Port Authority Resolution No. \_\_\_\_\_, LRA Resolution No. \_\_\_\_\_, MSD Ordinance No. \_\_\_\_\_ and in compliance with Section 70.300 thereof, the County will record a copy of this executed Agreement with the Recorder of Deeds in St. Louis County and will send a copy to the Secretary of State for filing and the City will record a copy of this executed Agreement with the Recorder of Deeds for the City.

**2. Public Improvement Concept.** The County, the County Port Authority, the City, and the LRA hereby agree to take action in accordance with the terms of this Agreement to facilitate the design, planning, construction and maintenance of the Access Road.

**3. Term of Agreement.** This Agreement shall become effective upon its execution by all parties hereto (the "Effective Date") and shall terminate unless extended by agreement of the parties or as otherwise provided herein, on the sooner of (a) completion of the Access Road and acceptance of the Access Road by the County, (b) five (5) years from the Effective Date, or (c) the termination by Pinnacle as provided in Section 14 hereof.

**4. Transfer of City Property.**

**a. City Property.** The City and/or the LRA own fee title to the real property more particularly described on Exhibit B-1 attached hereto (the "City Road Property") and the real property more particularly described on Exhibit B-2 attached hereto (the "City Park Property") which may be necessary for the construction of the Access Road and the County Project. The County has requested that the City transfer the following interests in the City Road Property and the City Park Property to the County Port Authority (collectively, the "City Property"):

**i.** Perpetual Easement for Construction and Maintenance of the Access Road (as defined in Section 5(a) hereof) or for park purposes in the form attached hereto as Exhibit B-1 on the City Road Property; and

**ii.** Fee title to the City Park Property, which real property would be utilized by the County as a park.

**b. Agreement to Transfer.** The City and the LRA hereby agree to transfer to the County Port Authority all of the City's and the LRA's right, title and interest in and to the City Property at no cost subject to the terms and conditions set forth in this Agreement.

**c. Closing.** In the event Pinnacle and the County Port Authority desire to acquire the property interests in some or all of the City Road Property described in Section 4(a) hereof, Pinnacle and the County Port Authority shall notify the City in writing of their election (the "Notice to Use City Road Property"). Within sixty days (60) of the City's receipt of the Notice to Use City Road Property, the City and/or the LRA, as applicable, shall execute and deliver to the County Port Authority one or more easement agreement(s) with respect to the City Road Property in the form attached hereto as Exhibit C-1 and one or more quit claim deed(s) or such other acceptable form of conveyance as determined by the City Counselor transferring the City Park Property to the County Port Authority in the form attached hereto as Exhibit C-2.

**d. Use of Property.** The County and the County Port Authority hereby agree that following transfer of the City Property from the City and/or the LRA to the County Port Authority, (i) the City Road Property shall be used to construct, maintain and operate the Access Road or for park purposes; and (ii) the City Park Property shall be used as a park. The County Port Authority shall not transfer any of the City Property, except to any other governmental entity to be used in the same manner as herein required. Each quit claim deed by which the City transfers its rights to a portion of the City Property shall include a restriction on the grantee's use and transfer of the property and provide for title to such property to revert to the City if such property is not used exclusively in the manner provided. Notwithstanding anything herein to the contrary, to the extent practicable and permitted by law, any property acquired by the County or the County Port Authority in connection with this Agreement which is located within the jurisdiction of the City shall be developed for commercial use in a manner which maximizes the commercial value of the property if: (i) such property is not essential to the construction of the Access Road and the Great Rivers Greenway recreational trail or expansion of the County Park as herein contemplated, and (ii) with respect to the NIMA Property, MSD elects not to exercise its rights to acquire such property pursuant to Section 5(b) hereof. The provisions of this Section 4(d) shall survive termination of this Agreement.

**e. No Representations.** The City Property shall be transferred "AS IS" with no representations being made by the City or the LRA as to the condition or title of the City Property and without any obligation on the part of the City or the LRA to repair any defects which may exist.

**f. Restrictions on City Property.** The City and the LRA agree to cooperate with the County and the County Port Authority and take all requested reasonable actions, at no cost to the City or the LRA, to obtain the removal of the deed

restrictions other than the City's deed restrictions from the City Property, and especially the Stafford Act restrictions that were recorded in connection with the purchase of City and LRA owned properties using community development block grant funds provided by the U.S. Department of Housing and Urban Development ("HUD"). The City's support shall include, without limitation, providing access to its records on the property purchases, meeting with representatives of HUD, SEMA and FEMA if requested, providing signed correspondence supporting the removal of such deed restrictions and other documents requested or required by HUD, SEMA or FEMA. The County hereby agrees to reimburse (such reimbursement to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement) the City and the LRA for all reasonable out-of-pocket costs actually incurred by the City or the LRA in connection with the City's and the LRA's compliance with this section promptly upon request for reimbursement; provided, however, that the use by the City and/or the LRA of any attorneys other than City employees or other professionals shall be subject to the prior written approval of the County and Pinnacle, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, neither the City nor LRA shall have any liability for failure to obtain removal of any deed restriction or other title defect from City Property.

**g.** Access. During the period beginning upon the Effective Date, the City and LRA, as applicable, shall give Pinnacle and the County Port Authority and their representatives, employees, counsel and accountants reasonable access to the City Road Property and the City Park Property to inspect and/or test and otherwise conduct due diligence on such property, including without limitation environmental, soils, engineering, hazardous waste, geotechnical, wetlands, feasibility, percolation and flood plain tests, topographical surveys, and other tests conducted or prepared by engineers and/or contractors of the County and Pinnacle's choosing at Pinnacle's sole cost and expense. Pinnacle and the County shall, at their sole cost and expense, repair any damage to the City Property caused by such testing, inspections, investigations, feasibility studies, surveys, etc. (except with respect to the City Road Property to the extent Pinnacle proceeds with construction of the Access Road and completes the Access Road in accordance with the approved plans and specifications therefor). Pinnacle and, to the extent permitted by law, the County shall indemnify and hold the City and LRA harmless from and against all liability, claims, settlements, actions, losses, judgments, costs and expenses arising in connection with all rights granted pursuant to this Section. Notwithstanding anything herein to the contrary, the obligations of Pinnacle and the County in this Section 4(g) shall survive termination of this Agreement.

## **5. NIMA Property.**

**a.** Acquisition of Site. The County Port Authority shall use its best efforts to acquire all necessary property interests in the NIMA Property owned by the United States, more particularly described on Exhibit D (the "NIMA Property"), which real property will be used in part for the Access Road. The development and use of the NIMA Property shall be administered by the County Port Authority. The County Port Authority shall prepare a plan for redevelopment for the NIMA Property which will be mutually agreeable to all affected parties hereto. The County Port Authority agrees to offer to MSD the right to purchase the remaining portion of the NIMA Property not used for the Access Road (the "Remaining NIMA Property"), prior to offering it to any third party and to negotiate with MSD regarding the transfer of the Remaining NIMA Property upon terms and conditions that are mutually agreeable to the County Port Authority and MSD. The County Port Authority will provide to MSD copies of all of its environmental reports and assessments on the Remaining NIMA Property at the time the County Port Authority offers the Remaining NIMA Property to MSD. In the event that the County Port Authority provides a Phase I Environmental Site Assessment ("Phase I") and Phase II Environmental Site Assessment ("Phase II") with respect to the Remaining NIMA Property to MSD at the time it makes the offer to MSD to purchase the Remaining NIMA Property and the County Port Authority and MSD are unable to reach mutually agreeable terms and conditions within 90 days of the date the County Port Authority first offers the Remaining NIMA Property to MSD, the County Port Authority may offer the Remaining NIMA Property to third parties subject to MSD's right of first refusal to purchase the Remaining NIMA Property on the same economic terms and conditions offered by the third party. In the event that the County Port Authority does not provide a Phase I and Phase II with respect to the Remaining NIMA Property to MSD at the time it makes the offer to MSD to purchase the Remaining NIMA Property and the County Port Authority and MSD are unable to reach mutually agreeable terms and conditions within 200 days of the date the County Port Authority first offers the Remaining NIMA Property to MSD, the County Port Authority may offer the Remaining NIMA Property to third parties subject to MSD's right of first refusal to purchase the Remaining NIMA Property on the same economic terms and conditions offered by the third party. For purposes of this Section 5 and Sections 4(a), 4(d) and 11, the Access Road shall mean the width of the road right-of-way and related required improvements and/or the proposed recreational trail (which may be located in easements immediately adjacent to the Access Road) described in Section 13 hereof which is not expected to exceed 120 feet in overall width

**b.** The County Port Authority anticipates that certain environmental contamination on the NIMA Property will be remediated. If MSD or any other person or entity pays any consideration to the County Port Authority in exchange for rights in the NIMA Property (the "Proceeds"), then to the extent such Proceeds exceed the County Port Authority's acquisition and remediation costs of the NIMA Property and subject to any requirements and contracts between the Port Authority and the Air Force and/or the GSA, the County Port Authority immediately shall transfer (or cause to be transferred) to the City, the City's prorata share of the excess Proceeds. The City's prorata share shall be based on the square footage of the NIMA Property in the City's jurisdictional limit as compared to the entire NIMA Property. Notwithstanding anything herein to the contrary, the provisions of this Section 5(b) shall survive termination of this Agreement.

## **6. Condemnation of Additional Property in City.**

**a.** Right to Request Initiation of Condemnation Proceedings. Private parties own certain parcels of real property located within the City and more particularly described on Exhibit E attached hereto, the acquisition of which may be necessary for construction of the Access Road (the "Private Property"). With respect to any portion of the Private Property or any interest therein (including without limitation, any tenant's or lessee's interest in any lease affecting the Private Property acquired by the County which the County desires to acquire) not acquired by negotiated purchase, donation, option, easement or lease, the County

shall notify the City, in writing, that the City shall initiate eminent domain proceedings to acquire such parcel or parcels of the Property or interest therein at the sole expense of the County (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement); provided that the City shall not and will not acquire title to any parcel or parcels of the Private Property by condemnation or eminent domain (through payment of a commissioners' award into any court registry or otherwise) until such time as the County provides a written consent to proceed with such proceeding. The City shall convey legal title to any real property acquired in its name by condemnation pursuant to this Agreement by quit claim deed to the County following payment of the commissioner's award or settlement payment, as applicable, by the County (such payment to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement) and receipt of a written consent to do so as set forth below.

**b.** Procedure for Request. Prior to requesting the initiation of condemnation proceedings with respect to any parcel of the Private Property, the County shall:

**i.** Make a written request for the initiation of condemnation proceedings not later than fifteen (15) days prior thereto (which request may be made either before or after the City's authorization of this Agreement by ordinance). Said request shall include a legal description of the parcel or parcels of Private Property to be taken by such proceedings, together with all other information reasonably required by the City to proceed.

**ii.** Satisfy all jurisdictional prerequisites to the initiation of eminent domain proceedings, including having negotiated for the purchase of the parcels in good faith.

**iii.** With respect to any parcel or parcels of Private Property proposed to be acquired by eminent domain, obtain (at the County's expense, which shall be reimbursed by Pinnacle pursuant to the Road Development Agreement) and deliver to the City a recent appraisal, prepared by an independent third party MAI appraiser reasonably acceptable to the City, and make an offer (as verified by the City) of at least ninety percent (90%) of the appraised value to the owner of such parcel or parcels of Private Property.

**iv.** Make available to the City any documentation relating to the County's good faith efforts to acquire by negotiation the parcel or parcels of Private Property to be part of the proceeding.

**c.** City Approval. With respect to any request for initiation of condemnation proceedings, the City shall approve or reject such request within fifteen (15) days after receiving from the County all information required above, provided that the City shall be required to approve any such request only if such information demonstrates to the City's reasonable satisfaction that the County (i) has made good faith efforts to acquire such parcel or parcels by negotiation based upon such facts, circumstances or claims, and (ii) the County or Pinnacle has provided the City with a bond, letter of credit or other security instrument naming the City as beneficiary, which bond, letter of credit or other security instrument shall be in an amount equal to fifty percent (50%) of the difference, if any, between the appraised value and the amount of damages reasonably claimed by the owner of such Private Property or any portion thereof. The bond, letter of credit or other security instrument shall be in a form and substance reasonably acceptable to the City. The provisions of this paragraph shall be solely for the benefit of the City and are not intended by the parties to be for the benefit of or enforceable by anyone other than the parties to this Agreement.

**d.** Condemnation of Remaining Rights. As and when the County acquires legal title to all of the Private Property set forth on Exhibit E, whether by voluntary purchase or by payment of a commissioner's award, the County may, as the City's agent, institute a blanket condemnation proceeding against all of the Private Property to eliminate any known or unknown easements, gaps, gores or other rights adversely affecting the Private Property or the County's ownership rights therein. The County may file such proceeding solely upon giving written notice to the City, and the County shall not be required to obtain any appraisal incident thereto.

**e.** Condemnation Procedures. The City shall initiate condemnation proceedings promptly after the request by the County and in any event within fifteen (15) days from the date of the City's receipt of the County's request, provided that the County has provided the City with all of the information and documents required by Section 6(b) and Section 6(c) of this Agreement. Except as otherwise provided herein, the County, as the City's agent, shall execute all condemnation proceedings, including selection of attorneys, appraisers and other professionals and the City Counselor shall act as co-counsel in all condemnation proceedings, provided, however, that the County's selection of any attorney or attorneys other than County employees to prosecute the eminent domain proceedings shall be subject to the City's prior written approval, which approval shall not be unreasonably withheld. The City and the County agree to cooperate in all such proceedings and to take all necessary or other reasonable action in such proceedings and to execute all pleadings and other documents which may be reasonably necessary and/or required during the prosecution of such proceedings. During the condemnation proceedings, the County shall provide to the City copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings. The County shall consult with the City regarding recommendations by counsel to the County as to the fair settlement value of each such case. Advice and consultation among the City and the County shall continue throughout such proceedings. The City may, upon initiation of the condemnation proceedings, designate in writing to the County an individual who is authorized to represent the City in consultations with the County and its counsel. The City, acting through any such designated representative, shall have the right to inspect and to receive copies of any documentation relating to the efforts to acquire the parcel or parcels of the Private Property which are part of the proceedings and to make suggestions based upon any appraisals regarding the price or settlement to be paid therefor.

**f.** County Rights. Without limiting the generality of the County's rights in connection with such condemnation proceedings, it is acknowledged that (i) the County may conduct such due diligence as the County deems appropriate, (ii) the County may prepare and direct the filing of motions providing for the inspection of any parcel subject to the condemnation

proceedings, (iii) the County may prepare and direct the filing of exceptions to any commissioners' report, (iv) the County may elect at any time to abandon any or all of the condemnation proceedings, provided, however, that it shall first notify the City in writing of such election, and (v) the County may take such other action and prepare and direct the filing of such other motions and pleadings as the County deems appropriate.

Within ninety (90) days after any commissioners' award, the County shall either (i) pay (or shall cause Pinnacle to pay) the amount of any commissioners' award issued in conjunction with any such condemnation proceeding either directly to the Clerk of the Circuit Court or to the City for payment of such commissioners' award by the City; (ii) settle the proceeding; or (iii) terminate the condemnation proceeding, in which case this Agreement shall continue and the City and the County shall continue to diligently prosecute any other condemnation proceedings pending at such time and shall cooperate to identify alternative means to complete the Access Road without acquiring that portion of the Private Property that was the subject of the terminated condemnation proceeding.

Notwithstanding anything to the contrary herein, to the extent permitted by law, the County covenants that it will indemnify and hold harmless the City in the amount that the sum of all jury awards exceeds the sum of all commissioners' awards for all parcels, or interests therein, which have been taken by eminent domain (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement).

**g. Abandonment or Termination of Condemnation Proceedings; Indemnity.**

**i.** If the County elects to abandon condemnation proceedings instituted under this Agreement following entry of a commissioners' award and any such condemnation proceeding is abandoned thereafter by the City, to the extent permitted by law, the County shall indemnify and hold the City harmless of and from any statutory award of interest the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended.

**ii.** If this Agreement is terminated, the City may elect to terminate all pending condemnation proceedings or may elect to continue condemnation proceedings at the City's sole risk and expense, including any resulting commissioners' or jury awards. In either event, the City shall have no obligation to reimburse the County for any costs incurred by the County. If the City elects to continue condemnation proceedings, the City shall have the further right to receive and to utilize at no cost to the City all reports, surveys, appraisals and work product obtained by the County on behalf of the County in the acquisition of such real property for which the City proceeds to acquire by condemnation or negotiated purchase.

**iii.** To the extent permitted by law, the County shall indemnify and hold the City harmless from and against any and all claims, suits, damages, expenses or liabilities, including court costs and reasonable attorneys' fees, arising out of (1) any eminent domain action filed pursuant to this Agreement, including any action which is abandoned, but excepting therefrom any claim, suit, damage, expense, or liability caused by any intentional or wanton misconduct by the City of any of its officials, employees, agents or representatives, and any condemnation proceeding continued by the City under 6(g)(ii) of this Agreement; (2) the operation of all or any part of the Private Property, or the condition of the Private Property, including without limitation, any environmental cost or liability; and (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations and other activities of County, or its agents in connection with or relating to the Access Road (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement).

**h. Relocation.** The County shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City) that is entitled to relocation payments or relocation assistance under the relocation plan of the City, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481 (the "Relocation Plan"). The County shall comply with all requirements under the Relocation Plan. To the extent that County must relocate any Displaced Person in accordance with the Relocation Plan, the County shall, at its sole cost and expense, engage the services of a firm that is mutually acceptable to the County and the City to carry out the County's obligations under this Section (such expense to be reimbursed by Pinnacle to the County pursuant to the Road Development Agreement). The County shall provide or shall cause such firm to provide monthly reports starting, with respect to each parcel, when the County has each parcel under contract, to the City regarding the status of relocation efforts under this Section.

**7. Obligations of Pinnacle.**

**a.** Pursuant to the County Development Agreement, Pinnacle agreed to construct the Access Road in accordance with the terms of the County Development Agreement. Upon execution of this Agreement, Pinnacle shall contract with the County for its services concerning acquisition of necessary properties (including but not limited to reimbursement of the County's expenses in connection with the condemnation of the Private Property), construction and payment of the cost of the Access Road, maintenance of the Access Road, indemnification for losses incurred in connection with the maintenance and use of the Access Road, and provision of insurance pursuant to the terms of a Road Development Agreement, in substantially the form attached hereto as Exhibit F (the "Road Development Agreement"). Subject to the terms of the County Development Agreement, Pinnacle shall be responsible for the costs of environmental remediation that may be required with respect to the NIMA Property necessary for construction of the Access Road.

**b.** Pinnacle agrees to cooperate and use its best reasonable efforts to comply with MSD's "Rules and Regulations and Engineering Design Requirements For Sanitary Sewage and Stormwater Drainage Facilities" with respect to the construction of the Sewer System related to the Access Road.

**8. Additional Obligations of the County.**

**a.** The County agrees that it will promptly review and consider the conceptual design, construction plans and specifications for construction of the Access Road and any subsequent changes and timely provide all necessary approvals and issue all required permits. The approval of the County shall not be unreasonably withheld. The County shall review and approve such conceptual designs, construction plans and specifications for construction of the Access Road in accordance with the more stringent requirements of the City of the County, as the case may be.

**b.** The County agrees to introduce and seek the passage of any Ordinances and/or Resolutions necessary to perform its obligations under this Agreement.

**c.** Upon completion of the Access Road, the County shall accept ownership of that portion of the Access Road within the County's jurisdiction and will maintain or cause to be maintained the entire Access Road in conformity with the standards for maintaining roads with similar volume levels in the County and the City (with the higher standards to apply). The County's obligation to maintain the Access Road herein contained shall survive termination of this Agreement, and shall be set forth in the Road Development Agreement. The City shall be a third party beneficiary of the Road Development Agreement and shall be entitled to enforce Pinnacle's obligations thereunder to maintain and insure the Access Road and indemnify the County for any loss incurred in connection with the maintenance or use of the Access Road.

**d.** The County agrees that MSD has sole jurisdiction and inspection authority over the design and construction of storm and sanitary sewers related to the Access Road.

**e.** Upon execution of this Agreement, the County shall contract with Pinnacle for its services concerning acquisition of necessary properties (including but not limited to reimbursement of the County's expenses in connection with the condemnation of the Private Property), construction and payment of the cost of the Access Road pursuant to the terms of a Road Development Agreement, in substantially the form attached hereto as Exhibit F.

**9. Additional Obligations of the City.**

**a.** The City agrees that it will promptly review and consider the conceptual design and construction plans and specifications for construction of the Access Road and any subsequent changes and timely provide all necessary approvals and issue all required permits. The City shall in good faith approve or disapprove any permit request within thirty (30) calendar days of receipt; and if the City does not respond to any permit request within such thirty (30) day period, such permit request shall be deemed approved by the City.

**b.** The City agrees to introduce and seek the passage of any ordinances necessary to perform its obligations under this Agreement.

**c.** The City hereby consents to the conveyance by MSD of the Right-of-Way Easement and the Construction Easement referenced in Section 11 hereof.

**d.** The City agrees to pursue action necessary to dedicate, devote or establish rights-of-way, permanent drainage easements to MSD, permanent sidewalk easements, permanent traffic signal easements, temporary slope and construction licenses and other necessary public property interests on property that the City owns for the construction of the Access Road at no charge. The City will convey such interests to the County or MSD, as the case may be, for the construction of the Access Road over the City property at no charge.

**e.** The City agrees to take reasonable actions requested by Pinnacle and/or a title company at no cost to the City for the purpose of clarifying or clearing or otherwise making insurable title to any road or related property interest to be acquired from MSD, the County, or the City for the road purposes of this Agreement.

**f.** The City further agrees to cooperate with and support the County Port Authority at no cost to the City in the acquisition by the County Port Authority of fee title to the NIMA Property from the United States Air Force, including execution of any documents requested or required by the United States Air Force or the General Services Administration. The City waives all of its rights to purchase or otherwise acquire or use any property interests in the NIMA Property from the United States Air Force or the General Administrative Services except as provided in Section 5(b) hereof.

**10. Additional Obligations of the County Port Authority.**

**a.** The County Port Authority agrees to pursue any action necessary to perform its obligations under this Agreement.

**b.** Subject to the provisions of Section 2(h)(i) of the County Development Agreement, the County Port Authority will take all reasonable actions to have any unexpended HUD Empowerment Zone funds previously made available to the County Port Authority for the site of the County Project reallocated for any environmental remediation required on property to be acquired for the Access Road.

**11. Additional Obligations of MSD.**

- a. MSD agrees to pursue action necessary to perform its obligations under this Agreement.
- b. MSD agrees that it will promptly review and consider the conceptual design and construction plans and specifications for construction of the Access Road and the Sewer System related to the Access Road and any subsequent changes and timely provide all necessary approvals and issue all required permits consistent with MSD's Charter and operating rules and procedures.
- c. Within seventy (70) days following the MSD approval of the plans and specifications for the Access Road, MSD shall grant, at no charge, a perpetual, non-exclusive easement to the County for the Access Road over the MSD property in substantially the form attached as Exhibit G attached hereto (the "MSD Right-of-Way Easement Agreement"). The MSD Right-of-Way Easement Agreement shall be recorded in the office of the St. Louis County Recorder of Deeds and the City of St. Louis Recorder of Deeds.
- d. Within forty-five (45) days following the MSD approval of the plans and specifications for the Access Road, MSD shall grant a temporary construction easement to Pinnacle, at no charge, permitting contractors, architects, engineers, subcontractors, suppliers and other agents the right to enter onto and use certain portions of MSD property for the construction of the Access Road and the Sewer System over MSD property in the form attached as Exhibit H attached hereto (the "MSD Temporary Construction Easement Agreement") which shall include terms and conditions reasonably acceptable to MSD and Pinnacle and which terms shall include but not be limited to:
  - i. The term of the MSD Temporary Construction Easement shall coincide with the termination of this Agreement.
  - ii. Pinnacle shall provide a legal description of the MSD Temporary Construction Easement Area, together with a survey depicting the MSD Temporary Construction Easement Area, to MSD for review and approval prior to the execution of the MSD Temporary Construction Easement Agreement; and
  - iii. Additional terms and conditions of the MSD Temporary Construction Easement Agreement shall be mutually agreed to by MSD and Pinnacle.
- e. The MSD Temporary Construction Easement Agreement shall be recorded in the office of the St. Louis County Recorder of Deeds and the City of St. Louis Recorder of Deeds.
- f. MSD agrees to support the acquisition of the NIMA Property by the County Port Authority and in that regard, MSD waives all of its rights to purchase or otherwise acquire or use any property interests in the NIMA Property from the United States Air Force or the General Services Administration. MSD agrees to cooperate with the County Port Authority in the acquisition by the County Port Authority of the NIMA Property from the United States Air Force, including execution of any documents requested or required by the United States Air Force or the General Services Administration. MSD will cooperate with the County Port Authority and the County, as requested, with respect to the redevelopment plan for the NIMA Property. In the event the County Port Authority acquires the NIMA Property, MSD agrees to negotiate with the County Port Authority regarding the transfer of the Remaining NIMA Property upon terms and conditions that are mutually agreeable to the County Port Authority and MSD.
- g. MSD agrees to cooperate with the other parties hereto to obtain all approvals, and permits, including those required from the Federal Emergency Management Agency, the Army Corps of Engineers, the Missouri Department of Natural Resources, and/or the Missouri Department of Transportation.
- h. Upon completion of the Access Road, MSD shall accept the Sewer System and maintain it.
- i. Nothing herein shall be deemed to obligate MSD to (a) expend any funds or incur any liabilities, or (b) expand the rights granted to MSD and Pinnacle hereunder.
- j. MSD agrees to introduce and consider a resolution or ordinance, as the case may be, calling for the approval of a transportation development district provided for in Section 12 hereof if such a transportation development district is formed in accordance with this Agreement.
- k. MSD agrees that it shall not issue any bonds, notes or other obligations or levy any taxes or special assessments to raise funds for or in connection with the Access Road so long as this Agreement remains in effect as to the obligations of Pinnacle.
- l. MSD shall have no obligation to expend any of its funds for (i) construction or maintenance of the Access Road, (ii) construction of the Sewer System, or (iii) environmental remediation of the property used for the Access Road.

## **12. Formation of a Transportation Development District.**

- a. In the event that (i) either the County, the County Port Authority, the LRA or the City are unable or unwilling to fulfill their respective obligations under this Agreement, or (ii) Pinnacle desires to raise revenues for the Access Road, then the County shall file and the County Port Authority and City shall join, and the City shall cause the St. Louis City Port Authority

to join, in a Petition with the Circuit Court of St. Louis County providing for the joint establishment of the transportation development district ("TDD") pursuant to Section 238.207.5 of the TDD Act, which petition shall be substantially in the form of Exhibit I as modified to include the St. Louis City Port Authority at the request of the City and to comply the TDD Act, calling for the formation of the TDD to be known as the "River Des Peres Transportation Development District." The Petition shall provide in part that:

**i.** the TDD will be formed for the purpose of funding, planning, designing and constructing the Access Road (the "TDD Project");

**ii.** the TDD will terminate upon the completion of construction of the Access Road and the County shall receive any excess acquisition properties that the TDD acquires from the City between Lemay Ferry Road and Broadway through condemnation or in lieu of condemnation as a result of the Access Road for park purposes;

**iii.** the boundaries of the TDD will be as described on Exhibit J attached hereto;

**iv.** the goal of the TDD will be to improve traffic flow along the I-55 corridor, increase access to area businesses, improve the linkages along the local bike and pedestrian trails and improve aesthetics within the TDD, creating an attractive and inviting area;

**v.** the TDD Project will be funded in accordance with the terms of the Road Development Agreement and that no taxes or assessments which may otherwise be imposed by operation of the TDD Act will be so imposed as long as Pinnacle is bound by this Agreement;

**vi.** the TDD will be authorized to raise revenues by special assessments and to contract with Pinnacle and the County for funding of the TDD Project, provided, however, that MSD, as a municipal corporation and political subdivision of the State of Missouri shall be exempt from any taxes or assessments assessed by the TDD;

**vii.** the TDD Board of Directors shall be established in accordance with Section 238.220.3 of the TDD Act; and

**viii.** Pinnacle and MSD shall each serve as an advisory member of the board and shall participate in meetings and discussions of the board and shall have access to all records of the TDD and the board.

**b.** In such case, the County, the County Port Authority and the City (and the City shall cause the St. Louis City Port Authority to) each agree to introduce and seek the passage of any Ordinances and/or Resolutions necessary to perform its obligations under this Agreement. The County, the County Port Authority and the City each agree to use its best efforts to cause the TDD to be formed, including vigorously opposing any objections in the court proceedings.

**13. Recreational Trail System.** The parties hereto agree to support the development of a recreational trail system along the Access Road as a link to the Great Rivers Greenway recreation trail system. Each party hereto agrees to use its best efforts to grant any necessary easements in connection and subject to negotiations with Great Rivers Greenway, the County agrees to accept control over such recreational trail system at the time its accepts that portion of the Access Road within the County's and the City's jurisdiction and to maintain such recreational trail system.

**14. Termination of Agreement.**

**a.** Prior to commencement of construction of the Access Road, Pinnacle shall have the right to terminate this Agreement without further action and without further liability in the event that Pinnacle terminates the County Development Agreement for failure to satisfy conditions subsequent set forth in Section 2 of the County Development Agreement.

**b.** This Agreement may be terminated by Pinnacle without further liability, subject to ten (10) days notice to all other parties, in the event that any party hereto, or a transportation development district formed by all or any of the parties hereto, imposes a tax or assessment in connection with the Access Road.

**15. Cooperation.** Each of the parties hereto agrees to cooperate with and act in good faith towards the other parties hereto and shall execute such other and further documents and do such further acts as may be required to effectuate the spirit and intent of the parties hereto and to carry out the terms and the intent of this Agreement, the County Development Agreement and the City Redevelopment Agreement. Each of the parties hereto agrees to cooperate with the Missouri Gaming Commission by furnishing all information requested by Pinnacle's affiliate, Casino One Corporation ("Gaming Applicant"), in connection with its Class A Application pending with the Missouri Gaming Commission under Sections 313.800 – 313.850 RSMo. Notices. Unless otherwise indicated, all notices, waiver and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by verifiable facsimile or mailed by Certified Mail or Registered Mail, or by a recognized overnight courier delivery service, postage prepaid, to the respective parties at the addresses set forth as follows on or before the date such notice, waiver or consent must be given:

**If to the County:**

Office of County Executive  
9th Floor, 41 S. Central  
St. Louis, MO 63105  
Attn: \_\_\_\_\_

Facsimile: (314) 615-3727

**With a copy to** County Counselor  
9th Floor, 41 S. Central Avenue  
Clayton, MO 63105  
Attn:  
Facsimile: (314) 615-3727

**If to the County Port Authority** c/o Economic Council of St. Louis County  
121 South Meramec, Suite 900  
Clayton, MO 63105  
Attn: Director of Real Estate  
Facsimile: (314) 615-7666

**If to the City:** Deputy Mayor for Development  
200 City Hall  
St. Louis, MO 63103  
Facsimile: (314) 622-4061

**with a copy to** City Counselor  
314 City Hall  
St. Louis, MO 63103  
Facsimile: (314) 622-4956

**If to the LRA** Executive Director  
Suite 1200  
1015 Locust St.  
St. Louis, MO 63102

**If to MSD:** 2350 Market Street  
St. Louis, MO 63103  
Attention: Randy Hayman, General Counsel  
Facsimile: (314) 768-6279

**with a copy to** Peter Sanocki  
2350 Market Street  
St. Louis, MO 63103  
Facsimile: (314) 768-6279

**If to Pinnacle:** 3800 Howard Hughes Parkway  
Suite 1800  
Las Vegas, NV 89109  
Attention: John A. Godfrey, General Counsel  
Facsimile: (702) 784-7778

**with a copy to** Jerry Riffel, Esq.  
Lathrop & Gage, L.C.  
2345 Grand Boulevard, Suite 2400  
Kansas City, MO 64108  
Facsimile: (816) 292-2001

**16. Entire Agreement; Amendment.** This Agreement represents the entire understandings and agreements between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the parties regarding such subject matter except for those independent obligations of any parties hereto set forth in the County Development Agreement or the City Redevelopment Agreement. Unless specifically provided for in this Agreement or the Road Development Agreement, there shall not be any charges by the parties hereto upon any other party hereto, other than the customary charges related to the planning, construction, and permitting of the Access Road. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.

**17. Assignment.** This Agreement may not be assigned by any of the parties hereto except that Pinnacle may assign this Agreement to a wholly owned subsidiary or a subsidiary in which Pinnacle owns at least 90% of the outstanding stock or equity and provided that such assignment shall not relieve Pinnacle of any of its duties, obligations or liabilities under this Agreement.

**18. Condition Precedent to City's Obligations.** Notwithstanding anything herein to the contrary, this Agreement shall become effective with respect to the City only upon sale and transfer of certain real property from the LCRA to Pinnacle pursuant to that certain Property Purchase Agreement between the LCRA and Pinnacle authorized by LCRA Resolution 05-LCRA-7967E dated July 7, 2005, as it may be amended from time to time.

19. **Severability.** If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.

20. **Waiver.** Pinnacle's failure at any time hereafter to require strict performance by the County, County Port Authority, City, the LRA, or MSD of any provision of this Agreement shall not waive, affect or diminish any right of Pinnacle thereafter to demand strict compliance and performance therewith.

21. **Binding Agreement.** The covenants, agreements, terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

22. **Authority to Execute.** Each of the individuals executing this Agreement on behalf of a party represents and warrants that he/she is acting officially and properly on behalf of his/her respective institution and have been duly authorized, directed and empowered to execute this Agreement on behalf of such institution.

23. **Governing Law.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Missouri.

24. **Venue.** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement or regarding its alleged breach, shall be instituted only in the Circuit Court of St. Louis City, Missouri, and each party consents and submits to the jurisdiction of such court.

25. **Attorney's Fees.** If any party brings any action or suit under this Agreement against another party or parties, then in such event the prevailing party, whether by final, non-appealable judgment or out of court settlement, shall be entitled to recover all costs and expenses of suit, including reasonable attorneys' fees and costs.

26. **Third-Party Beneficiaries.** The TDD, if applicable, and the parties signatory to this Agreement are the only parties capable of or entitled to the enforcement of the provisions herein. Each party confirms that no other parties are intended to be third party beneficiaries of any provision of this Agreement.

27. **Indemnification of City.** To the extent permitted by law, the County shall indemnify and defend the City, its governing body members, officers, agents, attorneys, employees and independent contractors ("City Indemnitees") against all claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, attorney's fees and litigation costs, whether incurred for a City Indemnitee's primary defense or for enforcement of its indemnification right, including, without limitation, any claim for harm, injury or death to any person, or damage to property or to the environment arising out of or in connection with the Access Road or the City Property following the initial transfer of the City Property from the City to the County Port Authority or the County. The foregoing notwithstanding, in no event shall the County be liable for any loss, cost, damage or expense arising out of death or injury to persons, or loss of or damage to property caused by or resulting from the gross negligence or willful misconduct of a City Indemnitee. Promptly after receiving notice, the County shall, at the County's expense, investigate, respond to, and defend any claim asserted against any City Indemnitee, subject to the forgoing limitations. Notwithstanding anything herein to the contrary, the provisions of this Section 27 shall survive termination of this Agreement.

**SIGNATURE PAGE TO INTERGOVERNMENTAL COOPERATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ST. LOUIS COUNTY, MISSOURI**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

On this \_\_\_ day of \_\_\_\_\_, 2005, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of St. Louis County, Missouri, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

Approved:

Approved as to Legal Form:

\_\_\_\_\_  
Director of Highways and Traffic

\_\_\_\_\_  
St. Louis County Counselor

**SIGNATURE PAGE TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LAND REUTILIZATION AUTHORITY  
OF THE CITY OF ST. LOUIS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this \_\_\_ day of \_\_\_\_\_, 2005, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Land Reutilization Authority of the City of St. Louis, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Land Reutilization Authority of the City of St. Louis.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

**SIGNATURE PAGE TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ST. LOUIS CITY, MISSOURI**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

ATTEST:

\_\_\_\_\_  
Register

Approved As To Form

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

STATE OF MISSOURI     )  
                                  )  
COUNTY OF ST. LOUIS    )

On this \_\_\_ day of \_\_\_\_\_, 2005, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_ who acknowledged himself to be the Mayor and Comptroller of the City of St. Louis, Missouri, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires:

**SIGNATURE PAGE TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE METROPOLITAN ST. LOUIS  
SEWER DISTRICT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

On this \_\_\_ day of \_\_\_\_\_, 2005, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of The Metropolitan St. Louis Sewer District and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Metropolitan St. Louis Sewer District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

**SIGNATURE PAGE TO  
INTERGOVERNMENTAL COOPERATION AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**PINNACLE ENTERTAINMENT, INC.**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me a Notary Public in and for said state, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Pinnacle Entertainment, Inc., a Delaware corporation, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires:

**EXHIBITS**

- Exhibit A Description of Preferred Access Road
- Exhibit A-1 Final Alignment of the Access Road
- Exhibit B-1 City Road Property
- Exhibit B-2 City Park Property
- Exhibit B-3 City Defense Mapping Site
- Exhibit C-1 Form of Easement
- Exhibit C-2 Form of Quit Claim Deed
- Exhibit D County Defense Mapping Site
- Exhibit E Private Property
- Exhibit F Form of Road Development Agreement [To be provided by County, incorporating maintenance, insurance and indemnification provisions.]
- Exhibit G Form of MSD Right-of-Way Easement Agreement
- Exhibit H Form of MSD Construction Easement Agreement
- Exhibit I Form of TDD
- Exhibit J TDD Boundary

**Exhibits A, B-1, B-2, C-1, C-2, E, F, G, H, I & J**  
is on file in the Register's Office.

**Article II, III, IV & V**  
is on file in the Register's Office.

**Agreement and Petition**  
is on file in the Register's Office.

**Approved: July 29, 2005**

**ORDINANCE #66776  
Board Bill No. 153  
Floor Substitute**

An ordinance providing for and directing the submission to the qualified electors of the City of St. Louis at a special bond

election to be held in said City on the 8th day of November, 2005 of a proposal for the incurring of indebtedness and the issuance of bonds of said City in evidence thereof in the aggregate amount of not to exceed Thirteen Million Dollars (\$13,000,000) upon the assent to the said proposal of two-thirds of the qualified electors of said City voting thereon, and containing an emergency clause.

**WHEREAS**, it has become necessary to provide for the making of certain public improvements in and for the City of St. Louis, as hereinafter more particularly set forth and described; and

**WHEREAS**, the aggregate of the estimated costs of said improvements is approximately Thirteen Million Dollars (\$13,000,000); and

**WHEREAS**, sufficient funds are not now available in the treasury of said City with which to pay said costs; and

**WHEREAS**, the said City is authorized under the Constitution and Statutes of the State of Missouri and under the Charter of said City to incur indebtedness for the purposes hereinafter set forth, provided that the proposals for the incurring of such indebtedness be assented to by two-thirds of the qualified electors of said City voting on said proposition at an election to be held for that purpose, and provided, further that the amount of such indebtedness, when added to the outstanding indebtedness of said City, shall not exceed the limits of indebtedness imposed by the Constitution and Statutes of the State of Missouri and by the Charter of the City of St. Louis; and

**WHEREAS**, the amount of indebtedness hereinafter proposed to be incurred, when added to the outstanding and authorized indebtedness of said City, will not exceed any limit of indebtedness established by the Constitution or Statutes of the State of Missouri or by the Charter of the City of St. Louis.

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

**SECTION ONE.** That a special bond election be held and the same is hereby called and ordered to be held in the City of St. Louis, Missouri on the 8th day of November, 2005, at which there shall be submitted to the qualified electors of said City, the proposition as hereinafter set forth in Section Three of this ordinance.

**SECTION TWO.** That the polling places in the various wards and precincts in the City of St. Louis whereat the said proposition shall be submitted to the qualified electors of said City shall be those polling places established or to be established by the Board of Election Commissioners for the City of St. Louis, as provided by law.

**SECTION THREE.** The notice of the submission of the said proposition at the said special bond election shall be given jointly by the said Board of Election Commissioners and by the City Register of the City of St. Louis by publication in the City Journal, the St. Louis Post-Dispatch and in at least one other weekly newspaper serving citizens of the City of St. Louis, once each week for three (3) consecutive weeks, the first publication in each instance to be at least twenty-one-days before, and the last publication within two (2) weeks of said election, which said notice shall be in substantially the following form:

NOTICE OF  
SPECIAL BOND ELECTION  
THE CITY OF ST. LOUIS, MISSOURI  
TUESDAY, NOVEMBER 8, 2005

NOTICE IS HEREBY GIVEN that a special bond election will be held in the City of St. Louis, Missouri on

Tuesday, the 8th day of November, 2005

commencing at six o'clock in the morning and closing at seven o'clock in the evening on said date.

The polling places in the various wards and precincts of the City of St. Louis whereat the said proposition shall be submitted to the qualified electors of said City shall be those polling places designated or to be designated by the Board of Election Commissioners of the City of St. Louis, Missouri, separate notice of which will be given by said Board.

Subject to such modifications as may be required by the use of an electronic voting system, the ballots to be used at said election shall be in substantially the following form, to-wit:

OFFICIAL BALLOT  
BOND ELECTION  
CITY OF ST. LOUIS, MISSOURI  
NOVEMBER 8, 2005

Instructions to voters:

To vote in favor of the proposition submitted upon this ballot, place a cross (X) mark in the square opposite the word "YES"; and, to vote against the said proposition, place a cross (X) mark in the square opposite the word "NO".

PROPOSITION NO. 1

Shall the following be adopted:

Proposition to issue bonds of the City of St. Louis, Missouri in an amount not to exceed Thirteen Million Dollars (\$13,000,000) for the purpose of funding a portion of the cost of replacing, improving, and maintaining the City of St. Louis' radio system used by the St. Louis Police Department, Fire Department, the Emergency Medical Services, and other City departments; and, for the purpose of funding a portion of the costs of reconstructing, repairing and improving major streets, bridges, and the flood wall, where Federal funding is available and local funding is required.

YES                          NO   

This notice is given pursuant to Ordinance No. \_\_\_\_\_ of the City of St. Louis, Missouri, approved the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

IN WITNESS WHEREOF, we the undersigned Board of Election Commissioners for the City of St. Louis, Missouri, and the Register of said City, have hereunto set our hands under the seal of said City, in the City of St. Louis, State of Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Member, Board of Election Commissioners

\_\_\_\_\_  
Member, Board of Election Commissioners

\_\_\_\_\_  
Member, Board of Election Commissioners

\_\_\_\_\_  
Chairman, Board of Election Commissioners

\_\_\_\_\_  
Secretary, Board of Election Commissioners

[space for Board seal]

\_\_\_\_\_  
City Register

[space for City seal]

Proof of the publication of said notice shall be made by affidavits of the publishers of said newspapers, with a copy of such publication attached thereto, and such affidavits shall be filed with the City Register.

**SECTION FOUR.** That the Board of Election Commissioners for the City of St. Louis, Missouri shall provide the ballots, conduct the election, and certify the results of said special bond election to the Board of Aldermen of the City of St. Louis, Missouri, as required by law.

**SECTION FIVE.** That if the said proposition be assented to by two-thirds (2/3) or more of the qualified electors voting thereon, bonds in the amount and for the purpose designated in said proposition may be issued.

**SECTION SIX.** That the proceeds of the sale or sales of any of the bonds which may be authorized by the requisite affirmative vote shall be used only for the purpose designated in the proposition with which the bonds are identified.

**SECTION SEVEN.** That immediately upon the passage and approval of this ordinance, the Clerk of the Board of Aldermen shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis, Missouri for action and proceedings by said Board in accordance herewith and as required by law.

**SECTION EIGHT.** This being an ordinance for the preservation of public peace, health and safety, and providing for submission to the people, 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: August 1, 2005**

**ORDINANCE #66777  
Board Bill No. 190  
Committee Substitute**

**AN ORDINANCE PERTAINING TO GROUNDWATER; PROHIBITING THE USE OF GROUNDWATER AS A POTABLE WATER SUPPLY, PROHIBITING THE DIGGING AND INSTALLATION OF POTABLE WATER SUPPLY WELLS; CONTAINING DEFINITIONS, AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES FOR TRACKING AND REPORTING REMEDIATED SITES AND CONTAINING A PENALTY AND AN EMERGENCY CLAUSE.**

**WHEREAS**, due to limited quantity and low quality, there are areas of groundwater beneath the City of St. Louis that at this time are not valuable as potable water sources, and therefor are not used for potable water; and

**WHEREAS**, many commercial and industrial properties in the City of St. Louis are underlain with groundwater unusable for potable purposes due to contamination by anthropogenic sources; and

**WHEREAS**, at this time, it is often technologically impossible and financially unfeasible to restore groundwater to drinking water standards; and

**WHEREAS**, the City of St. Louis does not use groundwater as a source for public drinking water; and

**WHEREAS**, state law, regulation and policy allows for state-evaluated, risk-based corrective action process for groundwater that is directed toward protection of human health and the environment balanced with the economic welfare of the citizens of the state; and

**WHEREAS**, where public drinking water is available, the potable use of groundwater in designated areas should be prohibited to protect public health and welfare when the quality of the groundwater presents an actual or potential threat to human health; and

**WHEREAS**, the City of St. Louis desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that may be affected by such chemical constituents

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

**SECTION ONE.** For the purposes of this ordinance the following definitions shall apply:

1. Person shall include any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

2. Potable water means any water used or intended to be used for human or domestic consumption, including, but not limited to use for drinking, bathing, swimming, washing dishes, or preparing food.

**SECTION TWO.** Notwithstanding the provisions of any other ordinance, no person shall use or attempt to use groundwater as a potable water supply.

**SECTION THREE.** No person shall drill or install wells to be used for a potable water supply.

**SECTION FOUR.** Any active or inactive potable water wells found to exist subsequent to the enactment of this ordinance shall be reported to the Missouri Department of Natural Resources (MoDNR).

**SECTION FIVE.** The Mayor of the City of St. Louis, or his designee, is hereby authorized and directed to enter into a Memorandum of Understanding with MoDNR for tracking remediated sites, notifying MoDNR of changes to this ordinance, and taking certain precautions regarding potable water supply wells, if any are found subsequent to the enactment of this ordinance.

**SECTION SIX.** Any person convicted of violating this ordinance shall be fined not more than five hundred dollars or imprisoned up to ninety days or by both fine and imprisonment and shall be required to close the well(s) according to state standards under the Missouri Well Construction Rules (10 CSR 23) or other applicable state or federal laws or regulations.

**SECTION SEVEN.** 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: August 1, 2005**

**ORDINANCE #66778  
Board Bill No. 164**

### Committee Substitute

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and confer onto AmerenUE, Laclede Gas Company, Metropolitan St. Louis Sewer District, City of St. Louis Water Division, Southwestern Bell Telephone Company, and the City Franchised Cable Company, their successors and assigns, the exclusive right to build, maintain, and repair public utilities and sewer and drainage facilities as may be required upon, over, across, and under a strip of land situated in City Block 4241, and containing an emergency clause.

#### BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:

**SECTION ONE.** The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer onto AmerenUE, Laclede Gas Company, Metropolitan St. Louis Sewer District, City of St. Louis Water Division, Southwestern Bell Telephone Company, and the City Franchised Cable Company, their successors and assigns, the exclusive right to build, maintain, and repair public utilities and sewer and drainage facilities as may be required upon, over, across, and under a strip of land situated in City Block 4241.

**SECTION TWO.** The passage of this ordinance being deemed necessary for the preservation of the public peace, health, and safety, it is hereby deemed to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and shall become effective upon its passage and approval by the Mayor.

#### Exhibit A

#### EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the City of Saint Louis, a municipal corporation of the State of Missouri, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend, and confer onto AmerenUE, Laclede Gas Company, Metropolitan St. Louis Sewer District, City of St. Louis Water Division, Southwestern Bell Telephone Company, and the City Franchised Cable Company, their successors and assigns, the exclusive right to build, maintain, and repair public utilities and sewer and drainage facilities as required, with the right of temporary use of adjacent ground, not occupied by improvements, for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers and drainage facilities, upon, over, across, and under the following described land, to-wit:

A 10 FOOT WIDE EASEMENT ON A TRACT OF LAND IN PART OF LOTS 6 & 7 OF RAILROAD ADDITION TO GERMANTOWN, IN CITY BLOCK 4241, IN THE CITY OF ST. LOUIS, MISSOURI AND DESCRIBED TO WIT:

Beginning at the Eastmost corner of said Railroad Addition parcel and being the Northern line of Bittner (50' w) Street; thence along the Eastern line of said Railroad Addition parcel, North 50 degrees 30 minutes 00 seconds West a distance of 728.41 feet to the Northeast corner of said parcel; thence North 87 degrees 47 minutes 26 seconds West a distance of 16.50 feet; thence South 50 degrees 30 minutes 00 seconds East a distance of 736.24 feet to the said Northern line of said Bittner Street; thence along said Northern line, North 67 degrees 25 minutes 29 seconds East a distance of 11.31 feet to the Point of Beginning.

This easement shall be described as the area shown hatched on the attached Easement Plat marked Exhibit A attached hereto and made a part thereof.

Along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area, and premises of Grantor adjoining the same, for all purposes herein stated, together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees, and overhanging branches and to remove same and/or any rocks or obstructions upon, over, and under said easement area, which in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said utilities, sewers and drainage facilities; and the right to license, permit, or otherwise agree to the use or occupancy of said easement or any portion thereof or of said utilities, sewers, and drainage facilities by any other person, association, or corporation for the purposes hereinabove set out; and with the further right at any time and from time to time to remove any or all of the said utilities, sewers and drainage facilities and appurtenances thereto located upon, over, across, and under said land by virtue hereof.

Grantor, for itself, its heirs, successors, and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that the Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the said City of Saint Louis has caused these presents to be signed by its Comptroller and Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

BY:

BY:

Francis G. Slay  
Mayor

Darlene Green  
Comptroller

ATTEST:

Approved as to form:

Parrie L. May  
City Register

City Counselor

State of Missouri )  
                          ) ss.  
City of Saint Louis )

On this \_\_\_\_ day of \_\_\_\_\_, 2005, before me appeared Francis G. Slay, and Darlene Green, who did say that they are Mayor and Comptroller, respectively, of the City of Saint Louis, a municipal corporation, and acknowledged that they executed the foregoing Easement Agreement as the free act and deed of said corporation, pursuant to Ordinance\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Approved: August 1, 2005

**ORDINANCE #66779  
Board Bill No. 142**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Agnes Street by blocking said traffic flow at the east curb line of 20<sup>th</sup> Street and containing an emergency clause.

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

**SECTION ONE:** The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Agnes Street at the east curb line of 20<sup>th</sup> Street.

**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: August 1, 2005

**ORDINANCE #66780  
Board Bill No. 140**

An ordinance establishing a two way stop site for all north-south traffic traveling on 20<sup>th</sup> Street approaching the intersection of 20<sup>th</sup> Street and Madison Street and containing an emergency clause.

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

**SECTION ONE.** There is hereby established a two way stop site for all north-south traffic traveling on 20<sup>th</sup> Street approaching the intersection of 20<sup>th</sup> Street and Madison Street. The director of streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

**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: August 1, 2005