

ORDINANCE #67179
Board Bill No. 116

AN ORDINANCE RECOMMENDED BY THE BOARD OF ESTIMATE AND APPORTIONMENT AUTHORIZING THE CITY OF ST. LOUIS, MISSOURI TO ASSIGN TIF REVENUES AND MUNICIPAL REVENUES ATTRIBUTABLE TO THE SOUTHTOWN REDEVELOPMENT AREA FOR THE PURPOSE OF PAYING THE PRINCIPAL AND INTEREST ON CERTAIN BONDS TO BE ISSUED BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI; AUTHORIZING THE CITY TO EXECUTE CERTAIN DOCUMENTS RELATED 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.

WHEREAS, the City of St. Louis, Missouri (the “*City*”) is authorized and empowered under the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri (2000), as amended (the “*TIF Act*”), to issue notes for the purpose of providing funds to finance the costs of certain redevelopment projects and to pay certain costs related to the issuance of such notes; and

WHEREAS, pursuant to Ordinance No. 65937 approved August 3, 2003 (the “*Approving Ordinance*”), the City (a) approved a redevelopment plan attached thereto (the “*Redevelopment Plan*”) for redevelopment of a certain area within the City of St. Louis, Missouri (the “*Redevelopment Area*”), (b) adopted the redevelopment project described in the Redevelopment Plan (the “*Redevelopment Project*”), (c) adopted tax increment financing within the Redevelopment Area, and (d) established the “City of St. Louis, Missouri, Special Allocation Fund for the Southtown Redevelopment Project” (the “*Special Allocation Fund*”); and

WHEREAS, pursuant to Ordinance No. 65938 approved August 3, 2003 (the “*Authorizing Ordinance*”), the City designated Southtown Realty, LLC as developer of the Redevelopment Area (the “*Developer*”), and approved the execution of a Redevelopment Agreement by and between the City and the Developer dated as of August 15, 2003, and amended by that First Amendment to Redevelopment Agreement dated as of [November 24, 2005] (collectively, the “*Redevelopment Agreement*”); and

WHEREAS, on August 22, 2003, the Board of Aldermen of the City adopted Ordinance No. 65972 (the “*Note Ordinance*”), authorizing the issuance of its Tax Increment Financing Note (Southtown Redevelopment Project) in an aggregate principal amount not to exceed \$7,500,000 (the “*Note*”); and

WHEREAS, pursuant to the Note Ordinance, the Note is payable solely from the TIF Revenues (hereinafter defined) deposited in the Special Allocation Fund; and

WHEREAS, the Note was initially issued on March 30, 2005, and is currently outstanding in an aggregate principal amount of \$7,500,000, plus accrued interest; and

WHEREAS, the Board of Directors of The Industrial Development Authority of the City of St. Louis, Missouri (the “*Authority*”) will consider a resolution (the “*Bond Resolution*”) authorizing the issuance of up to \$7,500,000, aggregate principal amount of Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project) (the “*Bonds*”) pursuant to a certain Trust Indenture between the Authority and the trustee named therein (the “*Trustee*”) for the purposes of refunding a portion of the Note, funding capitalized interest on the Bonds, funding a debt service reserve fund, and paying the costs of issuance of the Bonds; and

WHEREAS, the City desires to refund a portion of the Note in order to expedite the retirement of all TIF obligations issued under the Redevelopment Plan; and

WHEREAS, the Board of Aldermen of the City hereby finds it is advisable, necessary and in the best interests of the City to refund a portion of the Note with the proceeds of the Bonds, and to direct the TIF Revenues and Municipal Revenues (as hereinafter defined) to payment of the principal of and interest on the Bonds.

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

Section 1. Definitions.

“*Economic Activity Taxes*” means fifty percent of the total additional revenues from taxes 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 Redevelopment Area over the amount of such taxes generated by economic activities within Redevelopment Area in the calendar year ending December 31, 2002, 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, licenses, fees or special assessments, taxes levied pursuant to Section 70.500, RSMo., as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660, RSMo., as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time.

“*Municipal Revenues*” means, while tax increment financing remains in effect and, subject to annual appropriation, the total additional revenue from taxes, penalties and interest that do not otherwise constitute TIF Revenues hereunder, and which are

imposed by the City and are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year ended December 31, 2002, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon.

"Payments in Lieu of Taxes" means those payments in lieu of taxes (as defined in Sections 99.805(10) and 99.845 of the TIF Act), if any, attributable to the increase in the current equalized assessed valuation of all taxable lots, blocks, tracts and parcels of real property in the Redevelopment Area over and above the certified total initial equalized assessed valuation of the real property in the Redevelopment Area, as provided for by Section 99.845 of the TIF Act.

"Special Allocation Fund" means the City's Special Allocation Fund created for the Redevelopment Area by the Approving Ordinance in accordance with Section 99.845 of the TIF Act.

"TDD Revenues" means all revenues of the TDD Sales Tax (less the District's reasonable operating costs, not to exceed \$15,000 for calendar year 2006, and \$15,000 annually thereafter, payable semiannually and less the City's one percent (1%) collection fee) that have been appropriated by the District to the payment of the Bonds, but not including (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer and (ii) any sum received by the District which is the subject of a suit or other claim communicated to the District, which suit or claim challenges the collection of such sum.

"TIF Monitor" means an urban planner, urban consultant or certified public accountant, or firm of urban planners, urban consultants or certified public accountants selected according to the Indenture and who periodically reviews the method of calculating and the calculations regarding TIF Revenues on deposit in the Special Allocation Fund, Municipal Revenues and TDD Revenues.

"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 Section 99.845.1 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 Southtown Redevelopment Project, and (2) fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(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, 2002 (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, licenses, fees or special assessments, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, and taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, all as provided in Section 99.845 of the TIF Act, as amended from time to time. 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 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City to enter into: (a) a Financing Agreement with the Authority for purposes of directing the TIF Revenues, Municipal Revenues and TDD Revenues to payment of the Bonds (the *"Financing Agreement"*) attached hereto as **Exhibit A** and incorporated herein by reference; (b) a Continuing Disclosure Agreement with UMB Bank, N.A., as dissemination agent, for purposes of providing information for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the rules of continuing disclosure (the *"Disclosure Agreement"*) attached hereto as **Exhibit B** and incorporated herein by reference; and (c) the Tax Compliance Agreement among the City, the Authority and the Trustee pertaining to the use and investment of the proceeds of the Bonds and the establishment and maintenance of the tax-exempt status thereof, attached hereto as **Exhibit C** and incorporated herein by reference (the *"Tax Agreement,"* and with the Financing Agreement and the Disclosure Agreement, the *"Bond Documents"*).

Section 3. Nature of Obligations. The Bonds and the interest thereon shall not constitute an indebtedness of the City, the Authority, or the State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The City has authorized and requested that the Authority designate the Bonds as special, limited obligations of the Authority. The obligation of the City to make payments of Economic Activity Taxes and Municipal Revenues is subject to annual appropriation pursuant to Section 4 hereof. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest or to the payment of TIF Revenues under any financing agreement related thereto.

Section 4. Appropriating, Pledging and Assigning of Certain Revenues. The City hereby pledges to transfer all Payments in Lieu of Taxes and, subject to annual appropriation, all Economic Activity Taxes and Municipal Revenues to the Trustee in accordance with the hereinafter approved the Financing Agreement. The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the Board of Aldermen of the City for each fiscal year that the Bonds are Outstanding a request for an appropriation of the Economic Activity Taxes on deposit in the Special Allocation Fund and all Municipal Revenues.

Section 5. Reporting of Revenue Data. The City hereby agrees that it shall provide to the TIF Monitor (a) on a monthly basis, a report of all sales tax revenues (that are Economic Activity Taxes) received for the previous month; (b) on a monthly basis,

a report on all Municipal Revenues received from the previous month; and (c) on a quarterly basis, a report of all Economic Activity Taxes (that are not sales tax revenues) and Payments in Lieu of Taxes received for the previous quarter. In addition, the City agrees to cooperate with the TIF Monitor for verification of calculations and deposits of the TIF Revenues.

Section 6. Authority and Direction to Execute and Deliver City Documents. The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of and as the act and deed of the City the Bond Documents, each with such changes as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City, with the advice and concurrence of the City Counselor, are hereby further authorized and directed to participate with the Authority and the underwriter of the Bonds in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver such continuing disclosure agreements as are necessary and desirable in order to assist the underwriter of the Bonds in complying with Rule 15c2-12 of the Securities and Exchange Commission. All documents, certificates and instruments approved in this Section are collectively referred to herein as the "City Documents."

Section 7. Further Authority. 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 City Documents.

Section 8. Severability. It is hereby declared to be the intent 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 9. Construction. In the event of any inconsistency between the provisions of this Ordinance and the provisions of any prior ordinances, the provisions of this Ordinance shall prevail.

Section 10. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**EXHIBIT A
FORM OF FINANCING AGREEMENT
(Attached hereto.)**

**EXHIBIT B
FORM OF CONTINUING DISCLOSURE AGREEMENT
(Attached hereto.)**

**EXHIBIT C
FORM OF TAX COMPLIANCE AGREEMENT
(Attached hereto.)**

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement dated as of _____, 20__ (the "**Disclosure Agreement**") is executed and delivered by the **CITY OF ST. LOUIS, MISSOURI**, a home rule city and political subdivision duly organized and existing under the laws of the State of Missouri (the "**City**") and **UMB BANK, N.A.**, a national banking association, as dissemination agent (the "**Dissemination Agent**") in connection with the issuance by The Industrial Development Authority of the City of St. Louis, Missouri, a public corporation organized and existing under the laws of the State of Missouri (the "**Authority**") of its Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project) in the aggregate principal amount of \$[PP] (the "**Bonds**"). The Bonds are being issued pursuant to the constitution and laws of the State of Missouri and a Trust Indenture dated as of _____, 2006 between the Authority and UMB Bank, N.A., as Trustee (the "**Indenture**"), for the purpose of (a) refunding a portion of the City's Tax Increment Revenue Notes, Series 2005 (Southtown Redevelopment Project) (the "**Series 2005 Notes**") (b) funding capitalized interest, (c) funding a debt service reserve fund for the Bonds, and (d) paying the costs of issuance of the Bonds, as more fully described herein and in the Indenture. The City and the Trustee covenant and agree as follows:

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City and the Dissemination Agent for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the requirements of the Rule. The City has determined that the City is the only "obligated person" with responsibility for continuing disclosure within the meaning of the Rule. The City acknowledges that although The Southtown Transportation Development District (the "**District**") is an "obligated person" within the meaning of the Rule, the City has assumed responsibility for obtaining from the District, and the District has covenanted in its Closing Certificate to provide to the City, a copy of the District's annual audited financial statements so as to enable the City to provide the information required pursuant to **Section 3(a)**.

Section 2. Definitions. In addition to the definitions set forth in the Indenture which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the City pursuant to, and as described in, Section 3 of this Disclosure Agreement.

“Beneficial Owner” shall mean any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Bond Counsel” means Armstrong Teasdale LLP, St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Central Post Office” means DisclosureUSA, any successor thereto, or any other conduit entity recognized, authorized or approved by the Securities and Exchange Commission for the submission of Annual Reports and any Notice of Material Event to the Repositories. The Central Post Office currently approved by the Securities and Exchange Commission is set forth on **Exhibit A**.

“Disclosure Representative” shall mean the City Clerk, on behalf of the City, or his or her successors or designees, or such other person as the City shall designate in writing to the Trustee from time to time.

“Dissemination Agent” shall mean UMB Bank, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation if the Trustee is not the Dissemination Agent.

“Financing Agreement” means the Financing Agreement dated as of _____ 1, 2006, by and between the Authority and the City, and as amended from time to time in accordance with its terms.

“Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule. The National Repositories currently approved by the Securities and Exchange Commission are set forth in Exhibit A.

“Notice of Material Event” shall mean any notice provided pursuant to Section 4(f).

“Participating Underwriter” shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Missouri.

“State Repository” shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than one hundred eighty (180) days after the end of the City’s fiscal year (which currently ends June 30 of each year), commencing with the report for the fiscal year ending [June 30, 2007], provide to any person who requests it and to each National Repository and the State Repository, if any, the following financial information and operational data (the Annual Report”):

(i) the City’s audited financial statements for the City’s most recently ended fiscal year and the District’s unaudited financial statements (audited when required by law) for the District’s most recently ended fiscal year, prepared in accordance with standards as promulgated from time to time by the Government Accounting Standards Board. If such audited financial statements are not then available, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement and the audited financial statements shall be filed in the same manner as the Annual Report when they become available:

(ii) If received by the City upon written request made of Southtown Realty, LLC, or any successor thereto as owner of Southtown Center, the information set forth in the “SUMMARY OF LEASES” section of the final Official Statement related to the Bonds in substantially the same format as in the

“SUMMARY OF LEASES section of the Official Statement. This information shall be limited to name of tenant, size of premises, term of lease and permitted use and shall be provided subject to the provisions of the acknowledgement executed by any such party.

- (b) Requests for copies of the Annual Report and notices of material events should be addressed to:

UMB Bank, N.A.
Corporate Trust Division
2 South Broadway, Suite 435
St. Louis, Missouri 63102
Telephone: (314) 612-8044

(c) The Annual Report may be made available or submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in **Section 4(d)** of this Disclosure Agreement; provided that the audited financial statements of the City may be made available or submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s fiscal year changes, it shall give notice of such change in the same manner as a Notice of Material Event under **Section 4(f)**.

(d) The Annual Report may include by specific reference other documents, including official statements of debt issues, with respect to which the City is an “obligated person” (as defined by the Rule), which have been filed with each of the Repositories, the Municipal Securities Rulemaking Board or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The City shall clearly identify each such other document so included by reference.

(e) Not later than fifteen (15) Business Days prior to the date specified in **subsection (a)** of this Section for making available or providing the Annual Report to any person who requests it and to each National Repository and the State Repository, if any, the City shall provide its audited financial statements (if then available) and the remainder of the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City and request that the City comply with the first sentence of this **subsection (e)**.

(f) If the Dissemination Agent has not received an Annual Report by the date required in **subsection (e)** of this Section, the Dissemination Agent shall so notify (i) each National Repository or to the Municipal Securities Rulemaking Board and the State Repository, if any, (ii) the City, (iii) the Participating Underwriter, and (iv) the Trustee (if the Trustee is not the Dissemination Agent).

- (g) The Dissemination Agent shall:

1. determine each year prior to the date for providing the Annual Report the name and address of each National Repository and the State Repository, if any; and
2. provide notice to the City, and the Trustee (if the Trustee is not the Dissemination Agent) certifying that the Annual Report has been filed with each National Repository and the State Repository, if any; and
3. provide a copy of the Annual Report to any person who requests it pursuant to subsection (b) above.

Section 4. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies;
2. non-payment related defaults;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. modifications to the rights of owners of the Bonds;
8. optional, contingent or unscheduled Bond calls;

9. defeasances;
10. release, substitution, or sale of property securing repayment of the Bonds; and
11. ratings changes.

(b) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events contact the Disclosure Representative, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) of this Section. For the purpose of this Disclosure Agreement, “actual knowledge” of the Listed Events shall mean knowledge by an officer of the Dissemination Agent with responsibility for matters related to this Disclosure Agreement.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event because of a notice from the Dissemination Agent pursuant to **subsection (b)** of this Section or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If actual knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to **subsection (f)** of this Section.

(e) If in response to a request under **subsection (b)** of this Section, the City determines that the Listed Event would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to **subsection (f)** of this Section.

(f) If the Dissemination Agent has been instructed by written notice from the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence (each a “*Notice of Material Event*”) with each National Repository or with the Municipal Securities Rulemaking Board and the State Repository, if any, with a copy to the City, the Trustee, and the Participating Underwriter. Notwithstanding the foregoing, a Notice of Material Events with respect to the Listed Events described in subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to the Beneficial Owners of affected Bonds pursuant to the Indenture.

Section 5. Central Post Office. The City authorizes and directs the Dissemination Agent to use the Central Post Office for the submission of Annual Reports and Notices of Material Event for so long as there is any Central Post Office recognized, authorized or approved by the Securities and Exchange Commission. Submission of an Annual Report or a Notice of Listed Event by the City or the Dissemination Agent to the Central Post Office shall be deemed to satisfy the Dissemination Agent’s obligations under this Continuing Disclosure Agreement with respect to that Annual Report or Notice of Material Event unless the City has actual notice that the Central Post Office has failed to deliver the Annual Report or Notice of Material Event to the Repositories.

Section 6. Termination of Reporting Obligation. The City’s obligations under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. This Disclosure Agreement shall also terminate upon (i) the Rule being withdrawn, retroactively repealed, or having been found by a court of competent jurisdiction to be invalid in a non-appealable action; or (ii) receipt by the Dissemination Agent, the Trustee (if the Trustee is not the Dissemination Agent) and the City of an opinion of Bond Counsel to the effect that the Rule is no longer applicable to the Bonds. If the City’s obligations under the Financing Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the City and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Notice of Material Event under **Section 4(a)**. Notwithstanding the foregoing, the obligations of the City contained in **Section 11** hereof shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Agreement. The Dissemination Agent may resign at any time by providing thirty (30) days’ written notice to the City. The Dissemination Agent shall also have no duty or obligation to determine the materiality of a Listed Event and shall not be deemed to be acting in any fiduciary capacity for the City, any Beneficial Owner or any other party. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent. The initial Dissemination Agent shall be UMB Bank, N.A.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Dissemination Agent may amend this Disclosure Agreement (and the approval of an amendment by the Dissemination Agent shall not be unreasonably withheld) and any provision of this Disclosure Agreement may be waived, provided Bond Counsel provides the Dissemination Agent and the City with its opinion that the undertaking of the City, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Agreement.

In the event of an amendment or waiver of any provision of this Disclosure Agreement (other than an amendment relating to accounting principles), the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a

narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Notice of Listed Material, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or Notice of Material Event, in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or Notice of Material Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent or the Trustee may (and, at the request of any Participating Underwriter or the Beneficial Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and indemnified for its costs, shall), or any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under the Financing Agreement or Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Section 6.1 of the Financing Agreement is hereby made applicable to this Disclosure Agreement and the Dissemination Agent as if such article were (solely for this purpose) contained in this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the City agrees, to the extent permitted under applicable law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no responsibility for the City's failure to report a Listed Event to the Dissemination Agent. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No provision of this Disclosure Agreement shall be interpreted to limit, prohibit or affect any right of the City or the Trustee to provide notice to the Beneficial Owners of the Bonds or any other person pursuant to the terms of the Indenture.

Section 12. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement shall be given in the manner and to the addresses set forth for the City and the Trustee, and to the Dissemination Agent at the address set forth for the Trustee, in the Financing Agreement or Indenture. Any person may, by written notice to the other persons, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Trustee, the Dissemination Agent, the Participating Underwriter, and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State applicable to contracts performed wholly therein and without reference to its choice of laws principles.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, UMB Bank, N.A., has caused this Continuing Disclosure Agreement to be signed in its name and on its behalf by one of its duly authorized officers as of the day first above written.

UMB BANK, N.A., as Dissemination Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly elected officials and/or authorized officers, all as of the day and year first above written.

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

[SEAL]

ATTEST:

By: _____
Parrie May
City Register

FINANCING AGREEMENT

between
THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS, MISSOURI
and
CITY OF ST. LOUIS, MISSOURI

Relating to

§[PP]
The Industrial Development Authority of the City of St. Louis, Missouri
Tax Increment Refunding Revenue Bonds
Series 2006
(Southtown Redevelopment Project)

Dated as of _____, 2006

The rights, title and interest of The Industrial Development Authority of the City of St. Louis, Missouri, to this Financing Agreement have been assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of _____, 2006, between The Industrial Development Authority of the City of St. Louis, Missouri, and the Trustee.

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ACKNOWLEDGEMENT OF OWNER

[Southtown Realty LLC] (“Southtown”), as owner of Southtown Center, acknowledges receipt of a copy of this Continuing Disclosure Agreement and agrees to update the information required under **Section 3(a)(ii)** herein to the City on an annual basis

within sixty (60) days of the written request of the City; provided, however, Southtown's obligations hereunder shall terminate upon the sale or other conveyance of its interest in Southtown Center. Southtown agrees to cause any purchaser or transferee of its interest in Southtown Center to execute and deliver to the City a written acknowledgement and agreement to update the information required under **Section 3(a)(ii)** herein to the City on an annual basis within sixty (60) days of the written request of the City (which acknowledgment and agreement shall be in form and substance similar to this Acknowledgment). In the event Southtown (or any successor in ownership) fails to perform its obligations under this Acknowledgment, the sole remedy of the City shall be an action to compel performance. For purposes of **Section 3(a)(ii)**, Southtown's address is Southtown Realty LLC, c/o Developers Diversified Realty, 3300 Enterprise Parkway, Beachwood, Ohio, 44122, Attention: Gary Hough.

SOUTHTOWN REALTY, LLC, a Delaware limited liability company

By: _____

EXHIBIT A

This is a list of Nationally Recognized Municipal Securities Information Repositories (the "**National Repositories**") as of February 14, 2005, the most recent modification of the Securities and Exchange Commission ("**SEC**") website described below. This list may change from time to time. The Disclosure Certificate requires that information and notices be provided to each of the National Repositories and the State Repository, if any. This list should be checked for changes each time information or notice is to be provided. A current list of the National Repositories and the State Repository, if any, may be obtained from the SEC at its website at <http://www.sec.gov/info/municipal/nrmsir.htm>.

Bloomberg Municipal Repository
100 Business Park Drive
Skillman, NJ 08558
Phone: (609) 279-3225
Fax: (609) 279-5962
<http://www.bloomberg.com/markets/rates/municontacts.html>
Email: Munis@Bloomberg.com

DPC Data Inc.
One Executive Drive
Fort Lee, NJ 07024
Phone: (201) 346-0701
Fax: (201) 947-0107
<http://www.dpcdata.com>
Email: nrmsir@dpcdata.com

FT Interactive Data
Attn: NRMSIR
100 William Street, 15th Floor
New York, NY 10038
Phone: 212-771-6999; 800-689-8466
Fax: 212-771-7390
<http://www.ftid.com>
Email: NRMSIR@interactivedata.com

Standard & Poor's Securities Evaluations, Inc.
55 Water Street
45th Floor
New York, NY 10041
Phone: (212) 438-4595
Fax: (212) 438-3975
www.jjkenny.com/jjkenny/pser_descrip_data_rep.html
Email: nrmsir_repository@sandp.com

Any notices to or filings with the National Repositories and the State Repository, if any, may be effected by sending the notice or filing to Disclosure USA, in accordance with its published procedures, for further submission by Disclosure USA to the Repositories, as follows:

For electronic submissions: www.DisclosureUSA.org

For paper submissions
(permitted only through December 31, 2007):

Mailing Address: Disclosure USA
P.O. Box 684667
Austin, Texas 78768-4667

Physical Address: Disclosure USA
600 West 8th Street
Austin, Texas 78701

TAX COMPLIANCE AGREEMENT

among

CITY OF ST. LOUIS, MISSOURI

and

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI

and

UMB BANK, N.A., as Trustee

\$[PP] The Industrial Development Authority of the City of St. Louis, Missouri Tax Increment Refunding Revenue Bonds Series 2006 (Southtown Redevelopment Project)

Dated as of _____, 2006

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 Exhibit B – Fair Market Value of Investments
 Exhibit C – Spending Exceptions to Arbitrage Rebate

TAX COMPLIANCE AGREEMENT

This **TAX COMPLIANCE AGREEMENT** (this “**Tax Agreement**”) is executed and delivered as of _____, 2006, by and among the **CITY OF ST. LOUIS, MISSOURI** (the “**City**”), **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI** (the “**Authority**”) and **UMB BANK, N.A.**, as Trustee (the “**Trustee**”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the Authority of its Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project) in an aggregate principal amount of \$[PP] (the “**Bonds**”), pursuant to a Resolution adopted by the Board of Directors of the Authority on _____, 20__ (the “**Bond Resolution**”), and that certain Trust Indenture dated as of the date hereof by and between the Authority and the Trustee (the “**Indenture**”), for the purpose of (a) refunding a portion of the Series 2005 Notes currently outstanding, (b) funding capitalized interest, (c) funding a debt service reserve fund for the Bonds, and (d) paying the costs of issuance of the Bonds, as more fully described herein and in the Indenture.

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable regulations and rulings issued by the U.S. Treasury Department with respect thereto (the “**Regulations**”), impose certain limitations on the uses and investment of the Sale Proceeds and of certain other money relating to the Bonds and set forth the conditions under which interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City, the Authority and the Trustee are executing this Tax Agreement in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the Sale Proceeds and of certain other money relating thereto, in order to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of Code §148(f).

NOW, THEREFORE, in consideration of the foregoing, and for the benefit of the holders of the Bonds, the City, the Authority and the Trustee represent, covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided herein or unless the context otherwise requires, capitalized words and terms used herein have the same meanings as set forth in Section 101 of the Indenture, and certain other words and phrases have the meanings assigned in Code §148 and the Regulations. In addition, the following words and terms used herein shall have the following meanings:

“**Authority**” means The Industrial Development Authority of the City of St. Louis, Missouri, and its successors and assigns.

“**Available Construction Proceeds**” means an amount of Bond proceeds equal to the issue price of the Bonds, plus investment earnings (a) on the issue price, (b) on amounts in any reasonably required reserve or replacement fund not funded from Bond proceeds and (c) on all of the foregoing earnings, minus the amount of the issue price (i) in any reasonably required reserve or replacement fund or (ii) used to pay issuance costs. If the Authority has elected under Code §148(f)(4)(C)(v) to treat a portion of the Bonds as a construction portion, then the references above to “**the Bonds**” shall refer only to the construction portion of the Bonds.

“**Bona Fide Debt Service Fund**” means a fund, which may include Bond proceeds, that—

- (1) is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year; and
- (2) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (A) the earnings on the fund for the preceding Bond Year, or (B) one-twelfth (1/12th) of the principal and interest payments on the Bonds for the preceding Bond Year.

“**Bond**” or “**Bonds**” means any bond or bonds of the Authority’s Tax Increment Refunding Revenue Bonds, Series 2006 (Southtown Redevelopment Project), authenticated and delivered under and pursuant to the Indenture.

“**Bond Counsel**” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys 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, and which is selected by the City and is acceptable to the Authority and to the Trustee.

“**Bond Resolution**” means the resolution adopted by the Board of Directors of the Authority on _____, 2006,

authorizing the issuance of the Bonds pursuant to the Indenture for the purposes set forth in the Recitals hereof.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending _____ or such other one-year period as may be selected by the Authority in accordance with the Regulations.

“City” means the City of St. Louis, Missouri, and its successors and assigns.

“Code” means the Internal Revenue Code of 1986, as amended.

“Final Computation Date” means the date the last Bond is discharged.

“Financed Facilities” means all property to be provided by the Net Proceeds of the Bonds, including property financed or refinanced with such Net Proceeds.

“Gross Proceeds” means (1) Sale Proceeds; (2) investment proceeds (any amounts received from investing Sale Proceeds, other investment proceeds, or transferred proceeds); (3) any transferred proceeds; (4) any amounts held in a sinking fund for the Bonds; (5) any amounts held in a pledged fund or reserve fund for the Bonds; and (6) any other replacement proceeds.

“Guaranteed Investment Contract” means any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any Certificate to supply Investments on two or more future dates (e.g., a forward supply contract).

“Installment Computation Date” means the fifth (5th) anniversary of the Issue Date or such other date as may be selected by the City in accordance with the Regulations, and each fifth (5th) anniversary thereof.

“Investment” means any security, obligation, annuity contract or other investment-type property which is purchased directly with, or otherwise allocated to, Gross Proceeds. Such term does not include obligations the interest on which is excluded from federal gross income, except for “specified private activity bonds” as such term is defined in Code §57(a)(5)(C).

“IRS” means the United States Internal Revenue Service.

“Issue Date” means _____, 2006.

“Minor Portion” means the lesser of \$100,000 or five percent (5%) of the Sale Proceeds.

“Net Proceeds” means the Sale Proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund, plus all investment earnings on such Sale Proceeds.

“Net Sale Proceeds” means the Sale Proceeds of the Bonds, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund and as part of a Minor Portion.

“Project” means the Redevelopment Project and Transportation Project, collectively.

“Project Portion” means the portion of the Sale Proceeds used to finance new capital expenditures.

“Reasonable Retainage” means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, five percent (5%) of Net Sale Proceeds on the date eighteen (18) months after the Issue Date; or (b) for purposes of the two-year spending test, five percent (5%) of the Available Construction Proceeds as of the end of the two-year spending period.

“Rebate Analyst” means Bond Counsel, an independent certified public accountant, or such other person or firm selected by the Authority with the consent of the City to compute arbitrage rebate.

“Redevelopment Project” means the redevelopment project described in the Redevelopment Plan and the Redevelopment Agreement.

“Refunding Portion” means the portion of the Sale Proceeds used to refund the Series 2005 Notes.

“Regulations” means all regulations issued by the United States Treasury Department to implement the tax-exempt bond provisions of §§103 and 141 through 150 of the Code and applicable to the Bonds.

“Sale Proceeds” means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriters’ discount or compensation and accrued interest other than pre-issuance accrued interest.

“Series 2005 Notes” means the Tax Increment Refunding Revenue Notes, Series 2005 (Southtown Redevelopment Project) issued by the Authority.

“Tax Agreement” means this Tax Compliance Agreement, including the exhibits hereto, as originally executed and as it

may from time to time be amended and supplemented in accordance with its terms.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Transportation Project” means the Transportation Project as defined in the Cooperation Agreement.

“Trustee” means UMB Bank, N.A., St. Louis, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, the initial purchaser of the Bonds.

“Yield” means, with respect to the Bonds, yield computed under §1.148-4 of the Regulations and, with respect to an investment, yield computed under §1.148-5 of the Regulations.

ARTICLE II. GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) **Organization and Authority.** The City (1) is a home rule city and political subdivision of the State of Missouri, (2) has lawful power and authority to enter into, execute and deliver the Financing Agreement, the Cooperation Agreement, the Continuing Disclosure Agreement and this Tax Agreement (together, the **“City Documents”**) and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute the City Documents, acting by and through its duly authorized officers.

(b) **Issuance of Bonds.** The issuance by the Authority of the Bonds under the Indenture is in the best interests of the City and its inhabitants.

(c) **Tax-Exempt Status of Bonds.** The City covenants and agrees that money at any time on deposit in the Funds and Accounts established under the Indenture shall be invested or reinvested by the City in the manner and to the extent therein provided. The City will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds,” within the meaning of Code §148. The City will not otherwise use or permit the use of any Sale Proceeds or any other funds of the City, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the Sale Proceeds under the Indenture or any other moneys or securities deposited pursuant thereto that would adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The City will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(d) **Private Business Use.** More than ten percent (10%) of the Net Proceeds of the Bonds will be used for a “private business use” within the meaning of Code §141(b)(6).

(e) **Private Security or Payment Test.** The City covenants and agrees that it shall take no action or permit any action to be taken that would result in the “private security or payment test” under Code §141 being satisfied with respect to the Bonds. An issue meets the “private security or payment test” if the payment of the principal of, or the interest on, more than ten percent (10%) of the Sale Proceeds of such issue is (under the terms of such issue or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use.

(f) **Private Loan Financing Test.** The City covenants and agrees that it shall take no action or permit any action to be taken that would result in the “private loan financing test” under Code §141 being satisfied with respect to the Bonds. An issue meets the “private loan financing test” if the amount of the Sale Proceeds of the issue which are to be used (directly or indirectly) to make or finance loans (other than loans described in **clause (ii) of Section 2.1(e)**) to persons other than governmental units exceeds the lesser of five percent (5%) of such Sale Proceeds or \$5,000,000.

(g) **Expenditure of Net Proceeds.** The Net Proceeds of the Bonds (less amounts to be used to pay costs of issuance) will be used for the purposes set forth in the Recitals hereof.

(h) **Registered Bonds.** All of the Bonds will be issued and held in registered form within the meaning of Code §149(a).

(i) **Bonds Not Federally Guaranteed.** The City will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code §149(b).

(j) **Hedge Bonds.** All of the Net Sale Proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three (3) years after the Issue Date, and not more than fifty percent (50%) of the Sale Proceeds

will be invested in investments having a substantially guaranteed yield for four (4) years or more.

(k) **Arbitrage Certifications.** The facts, estimates and expectations recited in **ARTICLE III** hereof, regarding the purpose of the Bonds, the investment and expenditure of Sale Proceeds, the Funds and Accounts created in the Bond Resolution, the yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date, and the City believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. Bond Counsel and Underwriter may rely on such statements and expectations. The City does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148, and to the best of the City's knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(l) **Rebate Payments.** The City shall pay or provide for payment to the United States Government of all rebate payments required under Code §148(f) and this Tax Agreement.

(m) **Compliance with Future Tax Requirements.** The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City agrees to comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 2.2. Representations and Covenants of the Authority. The Authority represents and covenants as follows:

(a) **Organization and Authority.** The Authority is a public corporation duly organized under Chapter 349 of the Revised Statutes of the State of Missouri and has corporate power to enter into the Indenture, the Financing Agreement, the Purchase Contract and this Tax Agreement (together, the "**Authority Documents**") and to carry out its obligations thereunder and hereunder. By proper corporate action its officers have been duly authorized to execute the Authority Documents.

(b) **Issuance of Bonds.** The issuance of the Bonds to provide funds for the purposes set forth in the Recitals hereof will further the public purpose of the Authority.

(c) **Tax-exempt Status of Bonds.** The Authority covenants and agrees that, to the extent within its power and direction, moneys at any time on deposit in the Funds and Accounts under the Indenture shall be invested or reinvested in Investment Securities in the manner and to the extent provided in the Indenture and herein. The Authority will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Code §148, and will not otherwise use or permit the use of any Sale Proceeds or any other funds of the Authority, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the Sale Proceeds under the Indenture or otherwise or any other moneys or securities deposited pursuant thereto or otherwise, that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Authority will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(d) **Private Business Use.** More than ten percent (10%) of the Net Proceeds of the Bonds will be used for a "private business use" within the meaning of Code §141(b)(6).

(e) **Private Security or Payment Test.** The Authority covenants and agrees that it shall take no action or permit any action to be taken that would result in the "private security or payment test" under Code §141 being satisfied with respect to the Bonds. An issue meets the "private security or payment test" if the payment of the principal of, or the interest on, more than ten percent (10%) of the Sale Proceeds of such issue is (under the terms of such issue or any underlying arrangement) directly or indirectly (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) to be derived from payments (whether or not to the issuer) in respect of property, or borrowed money, used or to be used for a private business use.

(f) **Private Loan Financing Test.** The Authority covenants and agrees that it shall take no action or permit any action to be taken that would result in the "private loan financing test" under Code §141 being satisfied with respect to the Bonds. An issue meets the "private loan financing test" if the amount of the Sale Proceeds of the issue which are to be used (directly or indirectly) to make or finance loans (other than loans described in **clause (ii)** of **Section 2.2(e)**) to persons other than governmental units exceeds the lesser of five percent (5%) of such Sale Proceeds or \$5,000,000.

(g) **Expenditure of Net Proceeds.** The Net Proceeds of the Bonds will be used to provide funds for the purposes set forth in the Recitals hereof.

(h) **Bonds Not Federally Guaranteed.** The Authority will not take any action or permit any action to be taken which would cause the Bonds to be "federally guaranteed" within the meaning of Code §149(b).

(i) **Reports to IRS; Form 8038-G.** The Authority will file the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), a copy of which is attached hereto as **Exhibit A**. The information contained

in IRS Form 8038-G included in the Transcript is true, complete and correct as of the Issue Date.

(j) **Registered Bonds.** All of the Bonds will be executed, delivered and held in registered form within the meaning of Code §149(a).

(k) **Hedge Bonds.** The Authority reasonably expects that eighty-five percent (85%) of the Net Sale Proceeds of the Bonds will be used to carry out the purpose of the Bonds within three (3) years after the Issue Date; and not more than fifty percent (50%) of the Sale Proceeds will be invested in investments having a substantially guaranteed yield for four (4) years or more.

(l) **Arbitrage Certifications.** The facts, estimates and expectations recited in **ARTICLE III** hereof regarding the purpose of the Bonds, the investment and expenditure of Sale Proceeds, the Funds and Accounts created in the Indenture, the Yield on investments and the computation and payment of arbitrage rebate, are true and accurate as of the Issue Date and the Authority believes that the estimates and expectations recited in such Article are reasonable as of the Issue Date. Bond Counsel and Underwriter may rely on such statements and expectations. The Authority does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code §148 and to the best of the Authority’s knowledge and belief, there are no other facts, estimates or circumstances that would materially change such expectations.

(m) **Compliance with Future Tax Requirements.** The Authority understands that the Code and the Regulations promulgated thereunder may impose new or different restrictions and requirements on the Authority in the future. The Authority agrees to comply with such future restrictions that are necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(n) **Authority Reliance on Other Parties.** The expectations, representations and covenants of the Authority concerning certain uses of Sale Proceeds and certain other moneys described in this Tax Agreement and other matters are based in whole or in part upon representations of the City and other parties set forth in this Tax Agreement or exhibits hereto. Although the Authority has made no independent investigation of the representations of other parties including the City, the Authority is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Agreement or its exhibits.

Section 2.3. Representations and Covenants of the Trustee. The Trustee represents to and covenants as follows:

(a) **Organization and Authority.** The Trustee (1) is a national banking association duly created, organized and existing under the federal laws of the United States, (2) has lawful power and authority to enter into and execute the Indenture, the Continuing Disclosure Agreement, and this Tax Agreement (together, the “Trustee Documents”) and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute the Trustee Documents, acting by and through its duly authorized officers.

(b) **Tax-Exempt Status of Bonds.** The Trustee covenants and agrees that moneys within its power or discretion and at any time on deposit with the Trustee in the Funds and Accounts under the Indenture shall be invested or reinvested in Investment Securities in the manner and to the extent therein provided. The Trustee will not use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Code §148, and will not otherwise use or permit the use of any Sale Proceeds, directly or indirectly, in any manner, and will not take any action, or permit any action to be taken, including without limitation any action with respect to the investment of the Sale Proceeds under the Indenture or any other moneys or securities deposited pursuant thereto, that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Trustee will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Code to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(c) **Bonds Not Federally Guaranteed.** The Trustee will not take any action or permit any action to be taken which would cause the Bonds to be “federally guaranteed” within the meaning of Code §149(b).

(d) **Registered Bonds.** All of the Bonds will be executed, delivered and held in registered form within the meaning of Code §149(a).

(e) **Compliance with Future Tax Requirements.** The Trustee understands that the Code and the Regulations promulgated thereunder may impose new or different restrictions and requirements on the Trustee in the future. The Trustee agrees to comply with such future restrictions that are necessary to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 2.4. Survival of Representations and Covenants. All respective representations, covenants and certifications of each of the City, the Authority and the Trustee contained herein and in the Resolution, the Indenture, the Bonds or any other instrument delivered pursuant to the Bond Resolution or the Indenture, shall survive the execution and delivery hereof or thereof, and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section shall remain in full force and effect until the defeasance or payment in full of the Bonds pursuant to the Indenture.

**ARTICLE III.
ARBITRAGE CERTIFICATIONS AND COVENANTS**

The purpose of this Article is to certify, pursuant to Regulations §1.148-2(b), the Authority’s expectations as to the sources, uses and investment of Sale Proceeds and other money, in order to support the Authority’s conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the Authority is an officer of the Authority responsible for issuing the Bonds.

Section 3.1. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the Authority’s understanding of the documents and certificates that comprise the Transcript, including (a) the Bond Resolution; (b) the Bond Ordinance; (c) the Indenture; (d) this Tax Agreement; (e) the closing certificate of the City, and the representations, warranties, expectations, covenants and certifications of the City contained herein and therein; (f) the closing certificate of the Trustee, and the representations, warranties, expectations, covenants and certifications of the Trustee contained herein and therein; and (g) closing certificate of the Underwriter, and the representations, warranties, expectations, covenants and certifications of the Underwriter contained therein. To the Authority’s knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the Authority set forth in this Tax Agreement are reasonable. The Authority has no knowledge that would cause it to believe that the representations, warranties and certifications described herein are unreasonable or inaccurate or may not be relied upon.

Section 3.2. Authority and Purpose for Bonds. The Authority is issuing and delivering the Bonds simultaneously with the execution of this Tax Agreement pursuant to the laws of the State of Missouri, the Indenture and the Bond Resolution. The Bonds are being issued for the purpose set forth in the Recitals hereof.

Section 3.3. Funds and Accounts. The following Funds and Accounts have been established as Funds and Accounts of the Authority under the Indenture:

- (a) Revenue Fund, which shall contain a PILOTs Account, an EATs Account, a Municipal Revenues Account and a TDD Revenues Account (the **“Revenue Fund”**);
- (b) Debt Service Fund, which shall contain a Debt Service Account and a Redemption Account (the **“Debt Service Fund”**);
- (c) Debt Service Reserve Fund (the **“Reserve Fund”**);
- (d) Project Fund, which shall contain a Refunding Account and a Costs of Issuance Account (the **“Project Fund”**);
- (e) Rebate Fund (the **“Rebate Fund”**); and
- (f) Excess TDD Revenues Fund (the **“Excess Revenue Fund”**).

Section 3.4. Amount and Use of Sale Proceeds.

(a) **Amount of Sale Proceeds.** The total Sale Proceeds to be received by the Authority from the sale of the Bonds will be as follows:

Principal	\$[PP]
Less Original Issue Discount	()
Less Underwriter’s Discount	()
Total Purchase Price Received	\$ _____

(b) **Use of Sale Proceeds.** The total Sale Proceeds to be received by the Authority from the sale of the Bonds are expected to be allocated to expenditures as follows:

- (1) the accrued interest, if any, received from the sale of the Bonds shall be deposited in the Debt Service Account of the Debt Service Fund;
- (2) an amount equal to \$ _____ shall be deposited in the Reserve Fund;
- (3) an amount equal to \$ _____ shall be deposited into the TIF Project Account; and
- (4) an amount equal to \$ _____ shall be deposited into the Costs of Issuance Account of the Project Fund.

(c) **Compliance with the Indenture.** All amounts deposited in the Funds and Accounts under the Bond Resolution will be used and applied in accordance with the terms and provisions of the Indenture.

Section 3.5. Defeasance Deposit. Proceeds of the Bonds deposited in the Refunding Account of the Project Fund in the amount of \$_____ will be used to redeem and defease the Series 2005 Notes.

Section 3.6. No Over-Issuance. The Sale Proceeds of the Bonds, together with expected investment earnings thereon and other money contributed by or for the benefit of the Authority, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.7. Sinking Funds. Except for the Debt Service Fund and the Reserve Fund, the City has neither established nor expects to establish any sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds. The Debt Service Fund and the Reserve Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Authority expects that the Debt Service Fund and the Reserve Fund will each qualify as a Bona Fide Debt Service Fund.

Section 3.8. Reserve, Replacement and Pledged Funds. None of the Sale Proceeds of the Bonds will be used as a substitute for other funds that were intended or earmarked to pay to refund the Series 2005 Notes if the Sale Proceeds were not used or to be used for such purpose, and that have been or will be used to acquire higher yielding investments. Except for the Reserve Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.9. Yield.

(a) **Offering Prices.** In the Underwriter's Receipt for Bonds and Representations (the "**Underwriter's Closing Certificate**"), the Underwriter has certified that (1) all of the Bonds have been the subject of an initial offering to the public at prices no higher than those shown on the cover page of the Official Statement, plus accrued interest (the "**Offering Prices**"); and (2) the Underwriter expects that at least ten percent (10%) of the Bonds of each maturity will be sold to the public at initial offering prices no higher than said Offering Prices. The aggregate initial offering price of the Bonds is \$[PP], plus accrued interest.

(b) **Bond Yield.** Based on the Offering Prices, the Yield on the Bonds is _____ (_____%), as computed by the Underwriter and shown on the Underwriter's Closing Certificate. Costs of issuance were not taken into account in the computation of the Yield.

Section 3.10. Arbitrage Covenants.

(a) **Covenants of the City.** The City will not (to the extent within its power or discretion) take any action, fail to take any action, or permit any action to be taken, including without limitation any action relating to the investment of Gross Proceeds or the payment of arbitrage rebate (and including the use of any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source), which would cause any Bond to become an "arbitrage bond" within the meaning of Code §148. If the City is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the City will (to the extent within its power or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made.

(b) **Covenants of the Authority.** The Authority will not (to the extent within its power or discretion) take any action, fail to take any action, or permit any action to be taken, including without limitation any action relating to the investment of Gross Proceeds or the payment of arbitrage rebate (and including the use of any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source), which would cause any Bond to become an "arbitrage bond" within the meaning of Code §148. If the Authority is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the Authority will (to the extent within its power or discretion to direct such investments) deliver to the Trustee a written certificate to such effect and appropriate instructions specifying the investments to be made.

(c) **Covenants of the Trustee.** The Trustee will not (to the extent within its power or discretion) use any money on deposit in any Fund or Account maintained in connection with the Bonds, whether or not such money was derived from the Sale Proceeds or from any other source, in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148. If the Trustee is made aware by applicable court or administrative action or an opinion of Bond Counsel that it is necessary to restrict or limit the Yield on the investment of money held by the Trustee pursuant to the Indenture, or to use such money in any certain manner to avoid the Bonds being classified as arbitrage bonds, the Trustee will (to the extent within its power or discretion to direct such investments) take such necessary action.

Section 3.11. Miscellaneous Arbitrage Matters.

(a) **No Abusive Arbitrage Device.** The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (a) enabling the Authority to exploit the difference between tax-exempt and taxable

interest rates to gain a material financial advantage, and (b) overburdening the tax-exempt bond market.

(b) **Single Issue; No Other Issues.** The Bonds constitute a single "issue" under Regulations §1.150-1(c). No other obligations of the Authority (1) are being sold within fifteen (15) days of the sale of the Bonds; (2) are being sold pursuant to the same plan of financing as the Bonds; and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties).

Section 3.12. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the Authority does not expect that the Sale Proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code §148 and the Regulations.

ARTICLE IV. ARBITRAGE INVESTMENT AND REBATE INSTRUCTIONS

The purpose of this Article is to provide the Authority and the Trustee with instructions and directions as to the uses and investment of Sale Proceeds and other money in order to support the Authority's conclusion that the Bonds are not arbitrage bonds.

Section 4.1. Rebate Exemption; Rebate Covenant. The Bonds are not exempt from the arbitrage rebate requirements under the exemption provided in Code §148(f)(4)(D). The Authority shall (a) within fourteen (14) days prior to the end of each fifth (5th) Bond Year and within fourteen (14) days prior to the payment in full of all Outstanding Bonds, retain a Rebate Analyst to calculate and furnish to the Trustee in writing the amount of arbitrage rebate due, if any, with respect to the Bonds as of the end of that Bond Year or the date of such payment in full, all in accordance with the Regulations, and (b) pay to the Trustee for payment to the United States, all such arbitrage rebate in accordance with this Tax Agreement and the Regulations. The Authority agrees to make payments to the Bond Trustee as necessary to comply with the rebate requirements of Code §148(f) and the Regulations.

Section 4.2. Investments. All Gross Proceeds must be invested in accordance with this Section.

(a) **Temporary Periods/Yield Restriction.**

(1) **Debt Service Fund.** To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, amounts held therein may be invested without yield restriction for thirteen (13) months after the date of deposit. Earnings on such amounts may be invested without yield restriction for one year after the date of receipt of such earnings.

(2) **Costs of Issuance Account of the Project Fund.** Sale Proceeds deposited in the Costs of Issuance Account of the Project Fund for payment of the costs of issuance may be invested without yield restriction for a period of thirteen (13) months.

(3) **Debt Service Reserve Fund.** To the extent that the Debt Service Reserve Fund qualifies as a reasonably required reserve or replacement fund, amounts held therein may be invested without yield restriction.

(4) **Excess TDD Revenues Fund.** Amounts held in the TDD Excess Revenues Fund must be invested at a Yield not greater than the Yield on the Bonds.

(5) **Minor Portion.** In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without yield restriction.

Any amounts of Gross Proceeds not invested as described above must be invested at a Yield not greater than the Yield on the Bonds. Amounts not constituting Gross Proceeds may be invested without yield restriction.

(b) **Fair Market Value.** No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. Fair market value will be determined in accordance with §1.148-5 of the Regulations, certain provisions of which are summarized in Exhibit B hereto.

Section 4.3. Computation and Payment of Arbitrage Rebate.

(a) **Rebate Fund.** The Trustee shall keep the Rebate Fund separate from all other funds and shall administer the Rebate Fund pursuant to this Tax Agreement. Any investment earnings derived from the Rebate Fund shall be credited to the Rebate Fund, and any investment loss shall be charged to such Fund.

(b) **Computation of Rebate Amount.** The Authority shall, if the Bonds are not exempt from arbitrage rebate, engage a Rebate Analyst to compute arbitrage rebate within forty-five (45) days after each Installment Computation Date, and within forty-five (45) days after the Final Computation Date, in accordance with the Regulations.

(c) **Exception for Debt Service Fund.** To the extent that the Debt Service Fund qualifies as a Bona Fide

Debt Service Fund, investment earnings therein shall not be taken into account in computing arbitrage rebate if the gross earnings in such Fund for a given Bond Year are less than \$100,000. To extent that the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied.

(d) **Rebate Payments.** Within sixty (60) days after each Installment Computation Date and the Final Computation Date, the City shall pay the United States the amount of arbitrage rebate then due. Each payment of arbitrage rebate shall be mailed or delivered to:

Internal Revenue Service Center
Ogden, Utah 84201

or such other location as the IRS may direct and shall be accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations.

Section 4.4. Computation and Payment of Yield Reduction Payments.

(a) **Computation of Yield Reduction Payments.** Within forty-five (45) days after each Installment Computation Date and within forty-five (45) days after the Final Computation Date, in accordance with the Regulations, the Authority shall engage a Rebate Analyst to compute any yield reduction payments due under §1.148-5(c) of the Regulations on amounts deposited into the Excess Revenues Fund.

(b) **Rebate Payments.** Within sixty (60) days after each Installment Computation Date and the Final Computation Date, the City shall pay the United States the amount of yield reduction payments then due in the same manner as arbitrage rebate due under **Section 4.3.**

Section 4.5. Spending Exceptions to Arbitrage Rebate. The obligation to pay arbitrage rebate to the United States shall be treated as satisfied if (a) the six-month exception, (b) the eighteen-month exception or (c) the two-year exception for construction issues, as described in **Exhibit C** hereto, is met with respect to the Bonds.

Section 4.6. Records. The Trustee shall retain detailed records with respect to each computation of arbitrage rebate and each Investment, including: (a) purchase date, (b) purchase price, (c) information provided by the City establishing the fair market value on the date such investment was allocated to the Bonds, (d) any accrued interest paid, (e) face amount, (f) coupon rate, (g) frequency of interest payments, (h) disposition price, (i) any accrued interest received and (j) disposition date. The Trustee shall retain all such records until six (6) years after the Final Computation Date.

Section 4.7. Filing Requirements. The Authority shall file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an opinion of Bond Counsel addressed and delivered to the Authority.

Section 4.8. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States shall survive the payment or defeasance of the Bonds.

**ARTICLE V.
MISCELLANEOUS PROVISIONS**

Section 5.1. Term of Tax Agreement. This Tax Agreement shall be effective concurrently with the issuance and delivery of the Bonds and shall continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are canceled; provided that, the provisions of **ARTICLE IV** hereof regarding payment of arbitrage rebate and all related penalties and interest shall remain in effect until all such amounts are paid to the United States.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties hereto without notice to or the consent of any of the Owners; provided that any such amendment shall be in writing and shall be accompanied by an opinion of Bond Counsel to the effect that under then existing law, assuming compliance with this Tax Agreement as so amended and the Indenture, such amendment will not cause any of the Bonds to be arbitrage bonds under Code §148 or otherwise cause interest on any of the Bonds to be includable in gross income for federal income tax purposes. Prior to the effective date of any amendment to this Tax Agreement, there shall be delivered to the Trustee an opinion of Bond Counsel, addressed to the Trustee, that such amendment will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

Section 5.3. Opinion of Bond Counsel. The Authority may deviate from the provisions of this Tax Agreement if furnished with an opinion of Bond Counsel to the effect that the proposed deviation will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The Authority further agrees to comply with any further or different instructions provided in an opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the exclusion from gross income of interest on the Bonds.

Section 5.4. Severability. If any provision in this Tax Agreement or in the Bonds is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.5. Benefit of Agreement. This Tax Agreement shall be binding upon the City, the Authority, and the

Trustee and their respective successors and assigns, and shall inure to the benefit of the Owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, shall give to any Person, other than the Owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement. The certifications and representations made herein and the expectations presented herein are intended, and may be relied upon, as a certification of an officer of the issuer responsible for issuing the Bonds given in good faith described in §1.148-2(b)(2) of the Regulations. The City, the Authority, and the Trustee understand that their certifications herein and in their closing certificates will be relied upon by the Bond Counsel in rendering its opinion as to the exclusion from federal gross income of the interest on the Bonds.

Section 5.6. Governing Law. This Tax Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, The Industrial Development Authority of the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

[SEAL]

ATTEST:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Trustee has caused these presents to be signed in its name and behalf by one of its duly authorized officers as of the day and year first above written.

UMB BANK, N.A., as Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, The Industrial Development Authority of the City of St. Louis, Missouri, has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay
Mayor

[SEAL]

ATTEST:

By: _____
Parrie May
City Register

**EXHIBIT A
IRS FORM 8038-G**

**EXHIBIT B
FAIR MARKET VALUE OF INVESTMENTS**

(i) **In General.** The fair market value of an investment is the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's-length transaction. Fair market value generally is determined on the date on which a contract to purchase or sell the nonpurpose investment becomes binding (i.e., the trade date rather than the settlement date).

Except as otherwise provided in this Exhibit B, an investment that is not of a type traded on an established securities market is rebuttably presumed to be acquired or disposed of for a price that is not equal to its fair market value. The fair market value of a United States Treasury obligation that is purchased directly from the United States Treasury is its purchase price.

(ii) **Safe Harbor for Establishing Fair Market Value for Certificates of Deposit.** This paragraph (ii) applies to a certificate of deposit that has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal. The purchase price of such a certificate of deposit is treated as its fair market value on the purchase date if the yield on the certificate of deposit is not less than –

- (A) The yield on reasonably comparable direct obligations of the United States; and
- (B) The highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(iii) **Safe Harbor for Establishing Fair Market Value for Guaranteed Investment Contracts and Investments Purchased for a Yield Restricted Defeasance Escrow.** The purchase price of a guaranteed investment contract and the purchase price of an investment purchased for a yield restricted defeasance escrow will be treated as the fair market value of the investment on the purchase date if all of the following requirements are satisfied:

(A) The issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

- (1) The bid specifications are in writing and are timely forwarded to potential providers.
- (2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.
- (3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of **paragraph (iii)(B)(1) or (2)** below.
- (4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield restricted defeasance escrow. For example, for solicitations of investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the issuer reasonably requires.
- (5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.
- (6) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.
- (7) At least three (3) reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(B) The bids received by the issuer meet all of the following requirements:

- (1) The issuer receives at least three bids from providers that the issuer solicited under a bona fide solicitation meeting the requirements of **paragraph (iii)(A)** of this **Exhibit B** and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until fifteen (15) days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.
- (2) At least one of the three (3) bids described in **paragraph (iii)(B)(1)** of this **Exhibit B** is from a reasonably competitive provider, within the meaning of **paragraph (iii)(A)(7)** of this **Exhibit B**.
- (3) If the issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(C) The winning bid meets the following requirements:

- (1) **Guaranteed Investment Contracts.** If the investment is a guaranteed investment contract,

the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) **Other Investments.** If the investment is not a guaranteed investment contract, the following requirements are met:

(iv) The winning bid is the lowest cost bona fide bid (including any broker's fees). The lowest cost bid is either the lowest cost bid for the portfolio or, if the issuer compares the bids on an investment-by-investment basis, the aggregate cost of a portfolio comprised of the lowest cost bid for each investment. Any payment received by the issuer from a provider at the time a guaranteed investment contract is purchased (e.g., an escrow float contract) for a yield restricted defeasance escrow under a bidding procedure meeting the requirements of this **paragraph (iii)** is taken into account in determining the lowest cost bid.

(v) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt. The cost of the most efficient portfolio of State and Local Government Series Securities is to be determined at the time that bids are required to be submitted pursuant to the terms of the bid specifications.

(vi) If State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt are not available for purchase on the day that bids are required to be submitted pursuant to terms of the bid specifications because sales of those securities have been suspended, the cost comparison of **paragraph (iii)(C)(2)(ii)** of this **Exhibit B** is not required.

(A) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(B) The issuer retains the following records with the bond documents until three (3) years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase Certificate or confirmation.

(2) The receipt or other record of the amount actually paid by the issuer for the investments, including a record of any administrative costs paid by the issuer, and the certification under **paragraph (iii)(D)** of this **Exhibit B**.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase Certificate or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation. For example, if the issuer purchases a portfolio of investments for a yield restricted defeasance escrow and, in order to satisfy the yield restriction requirements of §148 of the Code, an investment in the winning bid is replaced with an investment with a lower yield, the issuer must retain a record of the substitution and how the price of the substitute investment was determined. If the issuer replaces an investment in the winning bid portfolio with another investment, the purchase price of the new investment is not covered by the safe harbor unless the investment is bid under a bidding procedure meeting the requirements of this **paragraph (iii)**.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

EXHIBIT C

SPENDING EXCEPTIONS TO ARBITRAGE

(a) **Six-Month Exception.** The obligation to pay arbitrage rebate to the United States will be treated as satisfied if—

(1) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purpose of the Bonds within six months after the Issue Date; and

(2) arbitrage rebate is paid in accordance with Code §148 on all other Gross Proceeds not required to be spent within the six-month period (other than amounts in a Bona Fide Debt Service Fund). Normally, this will apply only to Gross Proceeds in a debt service reserve fund.

For purposes of paragraph (1) above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the six-month spending period, but that, as of the Issue Date, were not expected to be Gross Proceeds. The Bonds meet the six-month spending test even if, at the end of the six-month period, Gross Proceeds not exceeding five percent (5%) of the Sale Proceeds of the Bonds remain unspent, so long as such Gross Proceeds are spent within one year after the Issue Date. The use of Gross Proceeds to pay principal of any

Bond will not be treated as an expenditure of Gross Proceeds for this purpose.

(b) ***Eighteen-Month Exception.*** The obligation to pay arbitrage rebate to the United States will be treated as satisfied with respect to the Bonds if---

(1) the Gross Proceeds (as modified below) are allocated to expenditures for the governmental purposes of the Bonds in accordance with the following schedule:

<u>Time Period After the Issue Date</u>	<u>Minimum Percentage of Gross Proceeds Spent</u>
6 months	%
12 months	%
18 months	%

and;

(2) rebate is paid in accordance with Code §148 on all Gross Proceeds not required to be spent in accordance with the 18-month spending schedule (other than amounts in a Bona Fide Debt Service Fund). Normally, this will include only Gross Proceeds in a reasonably required reserve or replacement fund.

For purposes of **paragraph (1)** above, Gross Proceeds do not include amounts in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, or amounts that become Gross Proceeds after the end of the 18-month spending period, but that, as of the Issue Date, were not expected to be Gross Proceeds. The Bonds meet the 18-month spending test even if, at the end of the 18-month period, Gross Proceeds not exceeding a Reasonable Retainage remain unspent, so long as such proceeds are allocated to expenditures within thirty (30) months after the Issue Date. In addition, the failure to satisfy the final spending requirement at the end of the 18-month period is disregarded if the issuer of the Bonds and any borrower of the proceeds of the Bonds use due diligence to complete the Project and the amount of the failure does not exceed the lesser of three percent (3%) of the aggregate issue price of the Bonds or [\$250,000]. The use of Gross Proceeds to pay principal of any Bond will not be treated as an expenditure of Gross Proceeds for the purpose of this spending exception.

(c) Two-year Exception for Construction Issue (for property to be owned by a governmental unit or a 501(c)(3) organization, not financed by private activity bonds (other than qualified 501(c) bonds). [(Not applicable)].

(1) The obligation to pay arbitrage rebate to the United States will be treated as satisfied with respect to the Available Construction Proceeds of the Bonds if all of such Available Construction Proceeds are allocated to expenditures for the governmental purpose of the Bonds within two (2) years after the Issue Date, in accordance with the following schedule:

<u>Time Period After the Issue Date</u>	<u>Cumulative Percentage of Available Construction Proceeds Spent</u>
6 months	%
12 months	%
18 months	%
24 months	%

The Bonds meet the two-year expenditure test even if, at the end of the two-year period, Available Construction Proceeds not exceeding a Reasonable Retainage remain unspent, so long as such amount is spent within three (3) years after the Issue Date. In addition, the failure to satisfy the final spending requirement at the end of the two-year period is disregarded if the issuer of the Bonds and any borrower of the proceeds of the Bonds use due diligence to complete the Project, and the amount of Gross Proceeds unspent does not exceed the lesser of three percent (3%) of the aggregate issue price of the Bonds or [\$250,000]. The use of Available Construction Proceeds to pay principal of any Bond will not be treated as an expenditure of such Proceeds for the purpose of this spending exception.

If the expenditure test is not met, then arbitrage rebate must be computed and paid for all Available Construction Proceeds.

(2) Arbitrage rebate must be computed and paid for all Gross Proceeds which are not Available Construction Proceeds, such as amounts held in a debt service reserve fund.

Approved: July 24, 2006

**ORDINANCE #67180
Board Bill No. 104
Committee Substitute**

An ordinance submitting to the qualified voters residing in the Gardenside Subdivision Special Business District as designated in Ordinance No. 67181, approved August 1, 2006a proposal to renew and continue the levy a tax on the real property located in said district; submitting said proposal to the voters of said district at an Election on November 7, 2006; 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 Gardenside Subdivision Special Business District, as designated in Ordinance No. 67181, approved 2006, (Board Bill No.105CS)and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read substantially in words and figures as follows:

Shall a tax not to exceed \$.85 per \$100.00 valuation be renewed and continued for the tax years 2007, 2008, 2009, 2010 and 2011 on all real property located in the Gardenside Subdivision Special Business District as defined in Ordinance No. 67181, approved , 2006, (Board Bill No. 105CS) for the purposes as set forth in said Ordinance?

SECTION TWO. The foregoing proposition shall be submitted to qualified voters residing in the Gardenside Subdivision Special Business District at a special election in said District to be held on Tuesday, November 7, 2006. 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

Shall a tax not to exceed \$.85 per \$100.00 valuation be renewed and continued for the tax years 2007, 2008, 2009, 2010 and 2011 on all real property located in the Gardenside Subdivision Special Business District as defined in Ordinance No. 67181, approved 2006, (Board Bill No.105CS) for the purposes as set forth in said Ordinance?

_____ YES
_____ NO

SECTION THREE. Notice of the election on such proposition 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 a tax rate, 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: August 1, 2006

**ORDINANCE #67181
Board Bill No. 105
Committee Substitute**

An ordinance renewing the Gardenside Subdivision Special Business District pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, setting its boundaries, tax rate, initial rate of levy subject to the approval of the qualified voters, bonding authority, and uses to which tax revenue may be put; creating a board of commissioners; and containing severability, effectiveness, and emergency clauses.

WHEREAS, the Gardenside Subdivision Special Business District was established by the qualified voters residing within the boundaries of such district on August 6, 2002; and

WHEREAS, said public hearing, duly noticed, was held at 9:00 a.m. on July 13, 2006, by the 2006-07 Committee on Ways & Means of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the renewal of the Gardenside Subdivision Special Business District is in the best interest of the City of St. Louis and that the property owners and tenants of said area and the public in general will

benefit by the renewal of said Special Business District and the continuation of the level of services and improvements provided by the proposed additional tax revenues from said district;

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

SECTION ONE. The "Gardenside Subdivision Special Business District" (hereinafter referred to as the "District"), is hereby renewed for the area of the City described as follows:

Beginning at the intersection of the center lines of Kingshighway Boulevard and Interstate 44; thence eastwardly along the center line of said interstate to its intersection with the centerline of Tower Grove Avenue; thence southwardly along the centerline of said avenue to the intersection of the centerline of Magnolia Avenue; thence westwardly along the centerline of said avenue to the intersection of the centerline of Kingshighway Boulevard; thence northwardly along the centerline of said boulevard to the point of its beginning.

SECTION TWO. Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Sections Five and Six of this ordinance, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed a tax upon all real property within the District which shall not exceed eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2007, 2008, 2009, 2010 and 2011 tax years only subject to the renewal of such tax by the qualified voters of the District pursuant to the procedure set forth in Section 71.800 RSMo.

B. If the proposition submitted to the qualified voters residing in the District receives in its favor the votes of the majority of the qualified voters voting at the election conducted pursuant to Section Nine, the initial rate of levy which shall be imposed upon real property within the District shall be eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation.

C. Real property subject to partial tax abatement under the provisions of Chapter 353, R.S.Mo., shall, for the purpose of assessment and collection of ad valorem real estate taxes levied under the District, be assessed and ad valorem real estate taxes shall be collected upon the same assessed value on which its ad valorem real estate taxes and payment in lieu of taxes are based in the Ordinance adopted by the City of St. Louis approving the development plan of any such corporation and authorizing tax abatement; provided, however, that the owners at such real property are strongly encouraged to make additional equitable, annual donations to the District in lieu of the additional District taxes.

D. The levy shall not be imposed upon real property exempt from ad valorem real estate taxes because of charitable, religious, educational or other public or private uses; provided, however, that the owners of such real property are strongly encouraged to make equitable, annual donations to the District in lieu of District taxes.

E. The tax provided for by this ordinance shall be collected by the Collector of Revenue and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

F. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

SECTION THREE. For the purposes of paying costs and expenses to be incurred in the acquisition, construction, improvement, expansion and/or maintenance of any facilities of the District, the District may incur indebtedness and issue bonds or notes for the payment thereof under the terms of, and subject to, the requirements set forth by law.

SECTION FOUR. There shall be a Board of Commissioners to administer the District. The Board of Commissioners shall be selected as follows:

A. **Membership:** The Board of Commissioners shall consist of seven (7) members, and shall be appointed by the Mayor with the advice and consent of the Board of Aldermen, of whom five (5) members shall be owners of real property within the District or their representatives and two (2) members shall be renters within the District or their representatives; provided, however, that no employee or elected official of the City of St. Louis shall be a member of the Board of Commissioners.

B. **Term of Office:** Each member of the Board of Commissioners shall serve for a four (4) year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.

C. **Initial Members and Terms:** The initial members shall be appointed for the terms set forth as follows: one (1) member shall be appointed for a term expiring December 31, 2003; two (2) members shall be appointed for a term expiring December 31, 2004; two (2) members shall be appointed for a term expiring December 31, 2005; and two (2) members shall be appointed for a term expiring December 31, 2006.

D. **Removal:** The Mayor with approval of the Board of Aldermen may remove any member of the Board of

Commissioners for misconduct or neglect of duty upon written charges and after a public hearing.

E. **Vacancies:** Vacancies on the Board of Commissioners, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported in writing to the Mayor by the Board of Commissioners. The vacancy shall be filled in like manner as an original appointment no later than thirty (30) days after the date of said report to the Mayor. Appointments to fill vacancies shall be for the unexpired portion of a term only.

F. **Compensation:** The members of the Board of Commissioners shall serve without compensation of any kind.

SECTION FIVE. All District revenues collected hereunder by the Collector of Revenue, except for those revenues expended for the necessary costs of the establishment and administration of the District, and for collection fees for tax revenue collected hereunder, may be used to carry out any and all of the following improvements, services and activities of the District:

A. To provide special police and/or security facilities, equipment, vehicles and/or personnel for the protection and enjoyment of the property owners and the general public within the District;

B. To construct, install, improve and/or maintain useful, or necessary, or desired, security related improvements;

SECTION SIX. The District shall have all the powers necessary to carry out any and all activities and improvements authorized by law and may:

A. Cooperate with any public agencies and with any industry or business located within the District in the implementation of any project within the District;

B. Enter into any agreement with the City, any other public agency, any person, firm, or corporation to effect any of the provisions contained in Sections 71.790 through 71.808 R.S.Mo.;

C. Contract and be contracted with, sue and be sued and provide for insurance of all projects and property owned or managed by the District and for insurance covering all members of the Board of Commissioners and employees and agents of the District, providing for coverage of such risks and with such limits as the Board of Commissioners may deem proper;

D. Accept gifts, grants, loans or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships, or corporations; and

E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as the Board of Commissioners may deem advisable; the District may also contract with independent contractors for any such assistance.

SECTION SEVEN. A. **Annual Budget.** The Board of Commissioners shall file with the Board of Aldermen an annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year, not later than the first day of November each year; provided, however, that no such proposed annual budget shall be filed with the Board of Aldermen until after the date the Board of Commissioners conducts a public hearing within the District on any such proposed annual budget. Notice of any such public hearing shall be published at least ten (10) days prior to the hearing in a daily, twice-weekly, weekly or bi-weekly newspaper of general circulation within the District; and provided further, that in addition to showing the time, date and place of the hearing, the notice shall also show the complete proposed annual budget. The Board of Commissioners shall not expend any funds collected by the Collector of Revenue inconsistent with or until an annual budget for the expenditure of such funds is approved by the Board of Aldermen by Resolution. If the Board of Aldermen does not act on said budget by Resolution within thirty (30) days of its filing, said budget will presume to have been approved by the Board of Aldermen.

B. **Annual Report.** The Board of Commissioners shall also file an annual report with the Board of Aldermen, which shall set forth the programs, revenues and expenditures of the District for the previous calendar year, not later than the first day of March each year.

SECTION EIGHT. The City shall not decrease the level of municipally funded services in the District existing prior to the creation of the District, unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of new municipally funded services between areas included in the District and areas not so included.

SECTION NINE. The tax levy authorized in Section Two shall not be effective unless and until the following proposition, submitted to the qualified voters residing in the District at a special election in the District to be held on August 6, 2002, shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition. Said proposition shall be in substantially the following form:

OFFICIAL BALLOT

Shall a tax not to exceed \$.85 per \$100.00 valuation be renewed and continued for the tax years, 2007, 2008, 2009, 2010 and 2011 on all real property located in the Gardenside Subdivision Special Business District as defined in Ordinance No. _____, approved _____ (Board Bill No. 104CS) for the purposes as set forth in said Ordinance?

___ YES

___ NO

SECTION TEN. 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 separate, distinct and independent provisions of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION ELEVEN: This being an ordinance for the immediate preservation of public peace, health and safety, it is 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 upon its passage and approval by the Mayor.

Approved: August 1, 2006

**ORDINANCE #67182
Board Bill No. 117**

An ordinance pertaining to Lafayette Park; authorizing and directing the execution and delivery of a lease reviewed and recommended by the Board of Public Service and approved by the City Counselor as to form, certain property in Lafayette Park, including the building known as the Park House or Police SubStation, as more fully described in the Lease to the Lafayette Square Restoration Committee.

WHEREAS, Ordinance 59741 establishes the procedure for leasing of land in city parks, and

WHEREAS, the Lease authorized by this board bill and subsequent ordinance was reviewed and recommended by the Board of Public Service, and has been approved by the City Counselor as to form and in all respects meets the requirements of Ordinance 59741; and

WHEREAS, the Board of Aldermen believes the Lease in the form authorized by this Ordinance is in the best interest of the City;

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are authorized and directed to enter into a Lease to the Lafayette Square Restoration Committee for certain property in Lafayette Park, as depicted and more fully described in such Lease, for purposes as set forth in such Lease, which shall be in substantially the form of Exhibit A, which is attached hereto and incorporated herein by this reference.

LAFAYETTE PARK BUILDING LEASE

This Lease is made and entered into the ___ day of _____, 2006, by and between the City of St. Louis, a municipal corporation, (“Lessor”) and Lafayette Square Restoration Committee, a Missouri corporation (“Lessee”).

WHEREAS, The City of St. Louis owns the building known as Park House or Police Sub Station in Lafayette Park, a building of historical significance, which was erected in 1876 to serve as the park superintendent’s residence; and

WHEREAS, the park and building have deteriorated over a period of years because funds have not been available for its maintenance; and

WHEREAS, the building is presently in use as a meeting place for Lessee; and

WHEREAS, Lafayette Square Restoration Committee, a not-for-profit corporation, has proposed to renovate the park and building at its cost, to lease the building, to use part of the building for offices, and to make part of the building available for a police sub-station and public use; and

WHEREAS, such renovation and lease of the building is in the best interests of the City of St. Louis; and

WHEREAS, the Board of Public Service has reviewed and recommended in writing this Lease; and

WHEREAS, the City Counselor has approved as to form this Lease,

NOW, THEREFORE

1. Lessor hereby leases, rents and lets to Lessee a certain three-story brick and stone building in Lafayette Park, St. Louis, Missouri, known as “Park House or Police Sub Station”, and the surrounding area (“the Leased Property”) located at the southeast corner of the Park, west of Mississippi Avenue near its intersection with Lafayette Avenue and more fully described on Exhibit A which is attached hereto and made a part hereof.

2. This is for the Leased Property only. Lessee acknowledges and agrees that all other land, buildings and structures land not included in the Leased Property remains under the control of the City of St. Louis and, specifically, the Department of Parks, Recreation and Forestry.

3. The term of this lease is ten years from the date of execution hereof ("Original Term"). This lease may be renewed for an additional term of ten years by mutual written agreement of both parties, such renewal agreement to be executed not more than 240 nor less than 60 days prior to the expiration of the original term. Lessee acknowledges that neither expenditures of funds by lessee, nor construction of improvements, if any, by lessee, nor any representative by any City official or employee, shall create any valid expectancy or right in the lessee to renewal of such lease, or obligations by the City to renew such lease, and that the lessee's performance of all its undertakings in such lease, over the term of the lease, is a valid factor for consideration by the City in determining whether such lease shall be renewed.

4. The rent to be paid by the Lessee shall be One Dollar (\$1.00) per year, payable each year on the anniversary date hereof. Payment of the Original Term's rent of Ten Dollars (\$10.00) is hereby acknowledged by Lessor. Said rent shall be held by the Comptroller in an account for the use and benefit of the Department of Parks, Recreation and Forestry. The Lessee shall also pay for the telephone and alarm system and charges.

As and for additional rent, Lessee agrees that it will undertake general maintenance and repairs and a renovation of the Park House, and within three years, a complete exterior and first floor interior renovation of the building so as to cause the building to be structurally sound, in a manner compatible with the history of the building and its setting in Lafayette Park. City is responsible for capital improvements which is defined as improvements that exceed ten thousand dollars per improvement item. This does not require the City to make any such improvements.

Lessee agrees that such maintenance, repairs and renovations of the Park House and building will be done pursuant to permits and plans issued by and approved by Lessor's Board of Public Service, and to approvals of or permits by any other City agency as provided by City Charter or ordinance, including but not limited to the Planning and Urban Design Agency and the Preservation Board.

5. Lessee agrees that it will at all times cause the building to be insured by one or more insurers approved by Lessor's Comptroller, for property damage in an amount of at least Two Hundred Fifty Thousand Dollars (\$250,000) and for fire, comprehensive and general liability in an amount of at least Two Million Dollars (\$2,000,000).

The City of St. Louis shall be named additional insured on all such policies of insurance. Copies of all such policies shall be on file at all times with Lessor's Comptroller.

6. Lessee agrees that it will be responsible for all costs associated with the use, maintenance and upkeep of the Lease Property and the City does not make any guarantees or commitment that any city funds will be used for any work done under this Lease.

7. It is understood and agreed that Lessee will use portions of the building as offices and meetings; provided, Lessee may sublease portions of such space to non-profit or civic organizations with the written approval of the City's Director of Parks, Recreation and Forestry. It is further understood and agreed that the Lease Property will be used as a police substation, without cost or expenses to the City or police department, and the Leased Property will be available for use by organizations or individuals for receptions, parties and similar events, as may be from time to time approved by the Director of Parks, Recreation & Forestry and Lessee. Charges, if any, for such use shall be set by Lessee subject to the approval of Lessor's Director of Parks, Recreation & Forestry. All money raised or received by Lessee for the use of the park shall only be used for park purposes. The Lessee shall make an annual report to the Director by February 15 of each year showing the Lessee's revenues and expenses for the previous year.

8. Lessee agrees that it will indemnify and hold harmless Lessor from any and all claim, damage, judgment, loss, expense or lien, of any kind whatever, whether or not covered by insurance, arising out of or in any way related to the execution hereof, to performance or non-performance of any duty of Lessee hereunder, or to any act or omission of Lessee, its servants, agents, contractors, employees, guests, invitees or licensees in, about, or pertaining to the leased premises.

9. Lessee agrees that in the use of the leased property or in the use of any property used in connection with the leased property, Lessee will not exclude or discriminate against any person solely because of race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said property.

10. In addition to any violations of terms of this Lease, this lease shall forthwith terminate upon the assignment, sublease, sale or other transfer of ownership of the lease whether directly or through dissolution of Lessee or through transfer of the assets or other ownership interests in Lessee, unless such assignment, sublease, sale or other transfer of ownership of the lease is approved in advance by the Director of Parks, Recreation and Forestry. Any violation by Lessee of any undertaking or agreement of Lessee herein shall, at Lessor's option, cause an immediate termination of Lease and forfeiture of all of Lessee's rights hereunder. Failure by Lessor to exercise any right hereunder shall not constitute a waiver of any such right.

In witness whereof the parties have set their hands and seals this ___ day of _____, 2006.

LESSOR:

LESSEE:

CITY OF ST. LOUIS

LAFAYETTE SQUARE RESTORATION
COMMITTEE

BY:

Mayor

Comptroller Date of Execution

BY: _____

APPROVED AS TO FORM:

City Counselor

Register

Approved: August 1, 2006

**ORDINANCE #67183
Board Bill No. 53**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of Nine Thousand Three Hundred Dollars (\$9,300.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Jameson Development, L.L.C., certain City-owned property located in City Block 678, which property is known as a triangular shaped tract of land containing 3,119 square feet, more or less, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of Nine Thousand Three Hundred Dollars (\$9,300.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Jameson Development, L.L.C., certain City-owned property located in City Block 678, which property is known as a triangular shaped tract of land containing 3,119 square feet, more or less, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and 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, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

Exhibit A

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____, 2006, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Jameson Development, L.L.C., whose address is 1264 Gravois Avenue, St. Louis, Missouri 63104, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

A TRIANGULAR SHAPED TRACT OF LAND ABUTTING AN EAST - WEST ALLEY, ADJACENT TO THE NORTHERN LINE OF LOTS 21, 22, 23, AND 24 OF ALLEN'S SUBDIVISION TRACT IN CITY BLOCK #678 - A, CITY OF ST. LOUIS RECORDS, CITY OF ST. LOUIS, MISSOURI, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERN LINE OF THIRTEENTH (13TH) STREET 60 FEET WIDE AND THE NORTHERN LINE OF AN EAST - WEST ALLEY 16 FEET WIDE, (SAID ALLEY RUNNING BETWEEN THE AFORESAID THIRTEENTH (13TH) STREET AND GRAVOIS AVENUE); THENCE AROUND SAID TRIANGLE THE FOLLOWING COURSES AND DISTANCES, (WITH THE REFERENCE BEARING SYSTEM HAVING BEEN DETERMINED BY SOLAR OBSERVATION), NORTH 70° 39' 30" WEST, 85.25 FEET TO A POINT ON THE SOUTHEASTERN LINE OF GRAVOIS AVENUE; THENCE NORTH 68° 42' 35" EAST, 112.37 FEET ALONG THE SOUTHEASTERN LINE OF GRAVOIS AVENUE, TO IT'S INTERSECTION WITH THE WESTERN LINE OF THIRTEENTH (13TH) STREET; THENCE SOUTH 19° 22' 00" WEST, 73.18 FEET ALONG THE WESTERN LINE OF THIRTEENTH (13TH) STREET TO THE POINT OF BEGINNING,

SAID TRIANGULAR TRACT AS DESCRIBED ABOVE CONTAINS 3,119 SQUARE FEET MORE OR LESS.

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

JAMESON DEVELOPMENT, L.L.C.
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Maria Jameson
Member

BY: _____
Darlene Green
Comptroller

Approved as to form:

Patricia A. Hageman
City Counselor

Attest:

Parrie L. May
City Register

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

On this ____ day of _____, 2006, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

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

On this ____ day of _____, 2006, before me appeared Maria Jameson, to me personally known, and who executed the forgoing instrument, who being by me duly sworn did say that he executed said instrument as his free act and deed.

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

Notary Public

Approved: August 1, 2006

ORDINANCE #67184
Board Bill No. 64

An ordinance approving a Redevelopment Plan for the 4046 Russell Boulevard 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 April 4, 2006 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4002 Castleman Avenue Area," dated April 4, 2006 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 4046 Russell Boulevard 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 April 4, 2006 ("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. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

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

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

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

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

EXHIBIT "A"

THE 4046 RUSSELL BOULEVARD REDEVELOPMENT AREA
LEGAL DESCRIPTION

C.B. 4941 RUSSELL AVE., 25 FT X 122 FT 6 IN., TYLER PLACE ADD'N., BLOCK 30 LOT E10. (49410000700)

EXHIBIT "B"
Form: 3/9/06

BLIGHTING STUDY AND PLAN
FOR
THE 4046 RUSSELL BOULEVARD AREA
PROJECT #9994
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
APRIL 4, 2006

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
THE 4046 RUSSELL BOULEVARD AREA

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EXHIBITS

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

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4046 Russell Boulevard Redevelopment Area (“Area”) consists of one single-family building on land totaling approximately .07 acre in the Shaw Neighborhood of the City of St. Louis (“City”). The property is in the block bounded by Lawrence Street on the east, Thurman Avenue on the west, Russell Boulevard on the north and Flora Place on the south.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Block 4941 and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. “Poor Condition” means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.3 % unemployment rate for the City as of November, 2005. 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 residential building in poor condition.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are residential. Residential density for the surrounding neighborhood is approximately 21.59 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within

the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the rehabilitation of this property for residential use.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two-Family Dwelling by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "B" Two-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the 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 yard 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 may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 4046 RUSSELL BOULEVARD REDEVELOPMENT AREA
LEGAL DESCRIPTION**

C.B. 4941 RUSSELL AVE., 25 FT X 122 FT 6 IN., TYLER PLACE ADD'N ., BLOCK 30 LOT E10. (49410000700)

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.

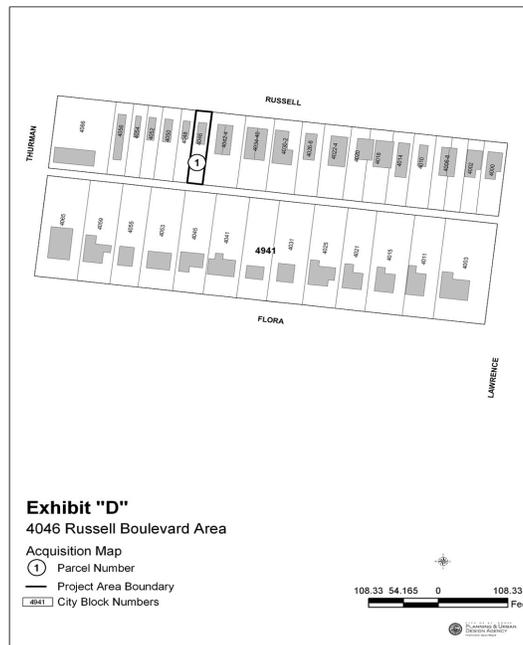
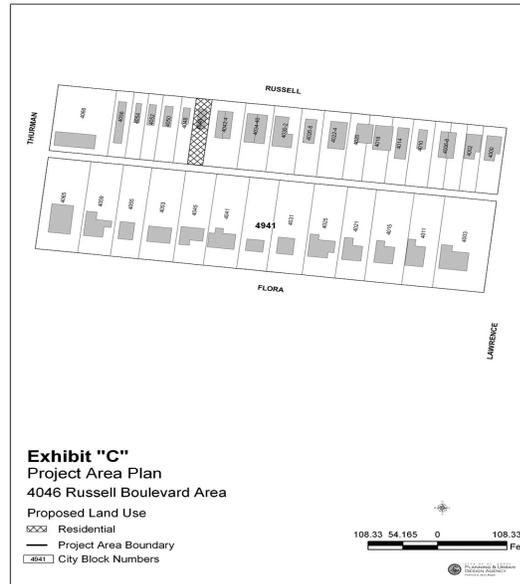
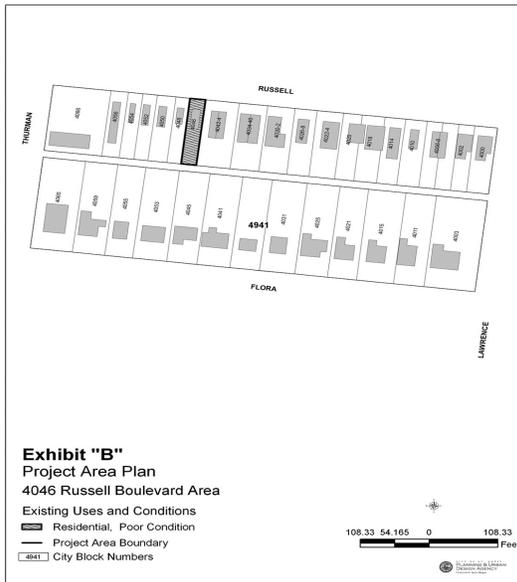
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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: August 1, 2006

ORDINANCE NO. 67184 - EXHIBITS B, C & D



ORDINANCE #67185
Board Bill No. 65

An ordinance approving a Redevelopment Plan for the 4002 Castleman Avenue 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 April 4, 2006 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4002 Castleman Avenue Area," dated April 4, 2006 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 4002 Castleman Avenue Area.

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

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

SECTION FOUR. The Blighting Study and Plan for the Area, dated April 4, 2006 ("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. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

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

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

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

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

EXHIBIT "A"

THE 4002 CASTLEMAN AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION

C.B. 4942 CASTLEMAN, 47 FT. / 50 FT. X 114 FT. 4 IN., TYLER PL. ADDN., BLK 31 LOT E-1. (49420002000)

EXHIBIT "B"
Form: 3/9/06

BLIGHTING STUDY AND PLAN
FOR
THE 4002 CASTLEMAN AVENUE AREA
PROJECT #9991
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
APRIL 4, 2006

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
THE 4002 CASTLEMAN AVENUE AREA

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EXHIBITS

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

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4002 Castleman Avenue Redevelopment Area (“Area”) consists of one four-family building on land totaling approximately .12 acre in the Shaw Neighborhood of the City of St. Louis (“City”). The property is in the block bounded by Lawrence Avenue on the east, Thurman Avenue on the west, Castleman Avenue on the north and Russell Boulevard 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 4942 and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. “Poor Condition” means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.3 % unemployment rate for the City as of November, 2005. 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 residential building in poor condition.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are residential. Residential density for the surrounding neighborhood is approximately 21.59 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within

the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the rehabilitation of this property for residential use.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two-Family Dwelling by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "B" Two-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the 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 yard 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 may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 4002 CASTLEMAN AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION**

C.B. 4942 CASTLEMAN, 47 FT. / 50 FT. X 114 FT. 4 IN., TYLER PL. ADDN., BLK 31 LOT E-1. (49420002000)

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.

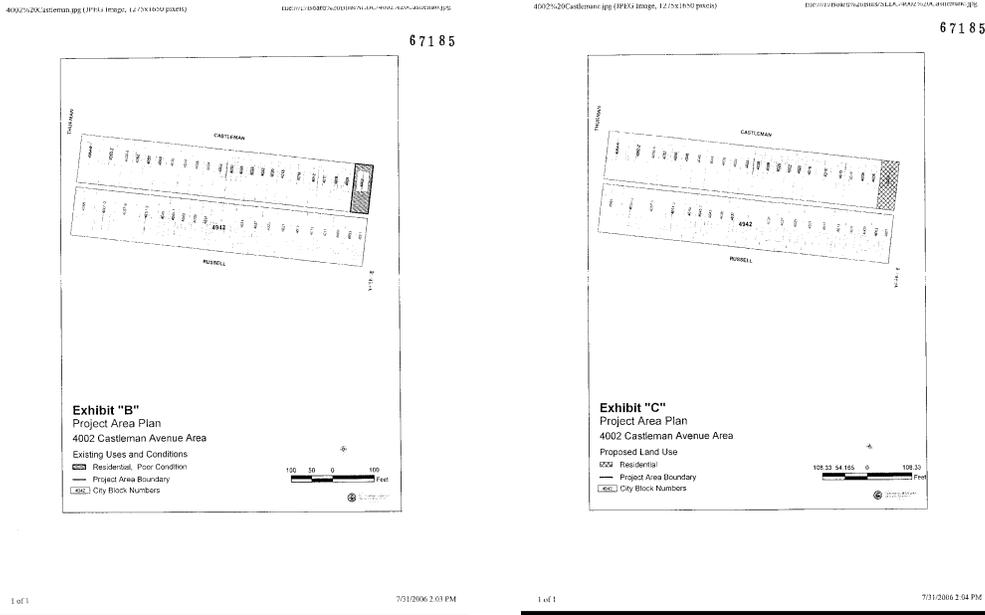
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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.

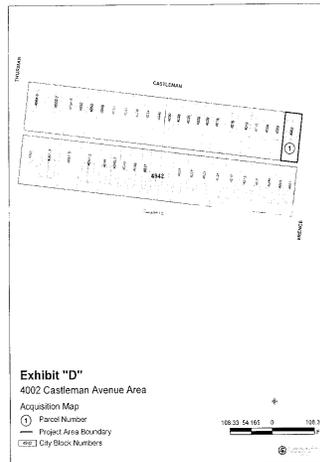
Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: August 1, 2006

ORDINANCE NO. 67185 - EXHIBITS B, C & D



67185



ORDINANCE #67186
Board Bill No. 66

An Ordinance authorizing and directing the Director of the Department of Human Services, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the Substance Abuse & Mental Health Services Administration (SAMHSA), in the amount of \$1.2 Million to implement a three year project to divert nonviolent offenders from jail into appropriate community based treatment programs, appropriating said funds and authorizing the Director of the Department of Human Services, upon approval of the Board of Estimate and Apportionment, to expend funds as permitted by such Grant Agreement and containing an emergency clause.

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

SECTION ONE. The Director of the Department of Human Services, on behalf of the City of St. Louis, is hereby authorized to enter into and execute a Grant Agreement with the Substance Abuse & Mental Health Services Administration (SAMHSA), in the amount of \$1.2 Million, to implement a three year project to divert nonviolent offenders from jail into appropriate community based treatment programs. Said Grant Agreement shall be substantially in words and figures the same 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 the Department of Human Services 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 received pursuant to the Grant Agreement, in a manner that is consistent with the provisions of said Agreement.

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

Approved: August 1, 2006

ORDINANCE #67187
Board Bill No. 71

An ordinance approving a Redevelopment Plan for the 4421 Ridgewood Avenue 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 April 4, 2006 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain 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 the 4421 Ridgewood Avenue Area," dated April 4, 2006, 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 4421 Ridgewood Avenue Area.

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

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

SECTION FOUR. The Blighting Study and Plan for the Area, dated April 4, 2006 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

SECTION NINE. The property within the Area is currently unoccupied. If it should become occupied, all eligible occupants displaced by the Redeveloper ("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 4421 RIDGEWOOD AVENUE AREA
LEGAL DESCRIPTION**

CB 6455 Ridgewood, 141 ft. by 349 ft., 1.13 acres, pt. Gratiot Subd'n. Add'n., bnd. N. 720.16 ft. s. of Chippewa. (64550001500)

**EXHIBIT "B"
FORM: 2/27/06**

**BLIGHTING STUDY AND PLAN
FOR
THE 4421 RIDGEWOOD AVENUE AREA
PROJECT #9985
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
APRIL 4, 2006**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR
THE 4421 RIDGEWOOD AVENUE AREA**

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4421 Ridgewood Avenue Redevelopment Area ("Area") consists of one office/warehouse building with related parking on land totaling approximately 1.1 acres in the Bevo Mill Neighborhood of the City of St. Louis ("City"). The Area is in the block bounded by Chippewa Street on the north, S. Kingshighway Boulevard on the west, Lansdowne Avenue on the south and Ridgewood Avenue on the east.

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 is part of City Block 6455 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 8.3 % unemployment

rate for the City as of November, 2005. There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include an unoccupied commercial/office/warehouse structure in fair condition with related parking.

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 commercial and residential uses. Residential density for the surrounding neighborhood is approximately 15.14 persons per acre.

5. CURRENT ZONING

The Area is zoned "F" Neighborhood Commercial 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 redevelopment in the Area.

2. PROPOSED LAND USE OF THE AREA

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

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

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Regional Commercial Area.

3. PROPOSED ZONING

The zoning for the Area can remain "F" Neighborhood Commercial 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

An unknown number of permanent new jobs may 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 as an attractive commercial/office/warehouse structure within the surrounding neighborhood. All redevelopment and new construction in the Area shall substantially conform to plans approved by LCRA.

b. **Urban Design Regulations**

Rehabilitation of the existing structure shall respect the site and plans approved by LCRA. Window and door shapes and detailing shall substantially conform to LCRA- approved plans.

c. **Landscaping**

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

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

pedestrian level signage per business per façade shall be the lessor of fifty (50) sq. ft. on ten percent (10%) of the ground floor façade area.

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

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

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this plan by ordinance and completed within approximately five (5) years of approval of this Plan by ordinance.

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (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 4421 RIDGEWOOD AVENUE AREA
LEGAL DESCRIPTION**

CB 6455 Ridgewood, 141 ft. by 349 ft., 1.13 acres, pt. Gratiot Subd'n. Add'n., bnd. N. 720.16 ft. s. of Chippewa. (64550001500)

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.

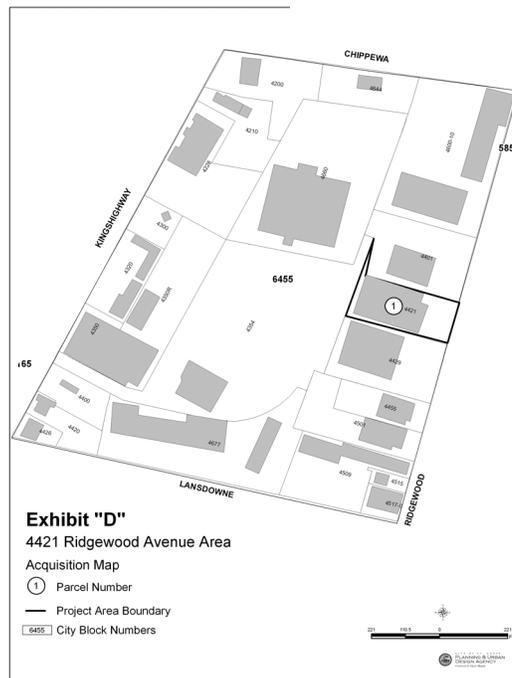
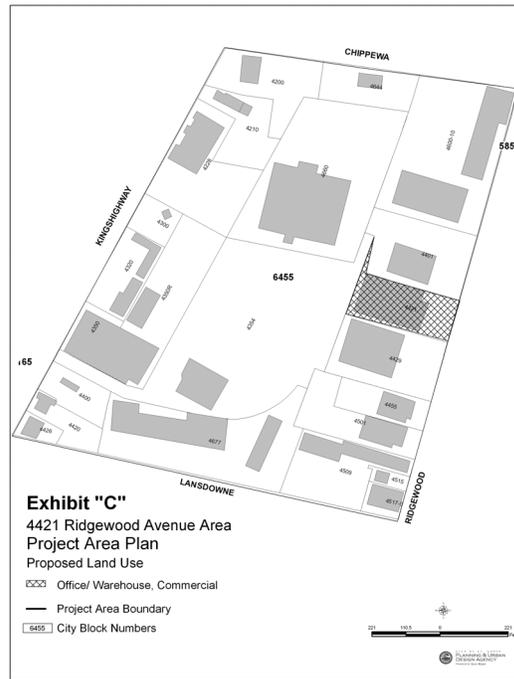
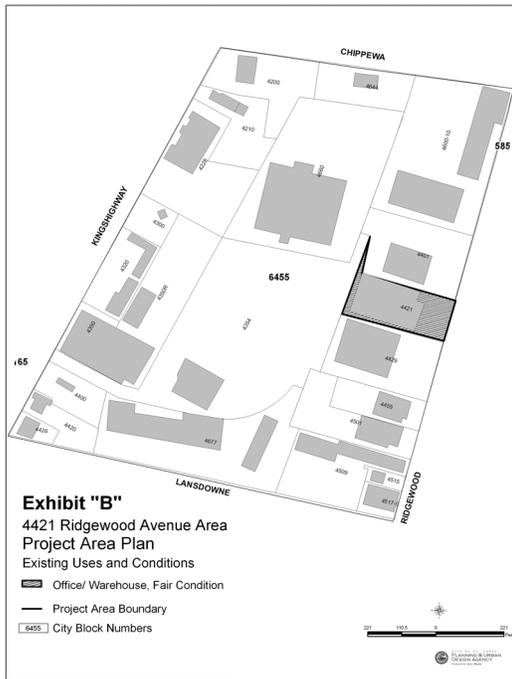
The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation 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: August 1, 2006

ORDINANCE NO. 67187 - EXHIBITS B, C & D



ORDINANCE #67188
Board Bill No. 107

An ordinance approving a Redevelopment Plan for the 3837-43 Russell Boulevard 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 May 23, 2006 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 3837-43 Russell Boulevard Area," dated May 23, 2006 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 3837-43 Russell Boulevard 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 May 23, 2006 ("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. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created. In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

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

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

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

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

EXHIBIT "A"

THE 3837-43 RUSSELL BOULEVARD REDEVELOPMENT AREA
LEGAL DESCRIPTION

- 1. 3837 Russell Boulevard: C.B. 4948 RUSSELL, 38 FT X 121 FT 10 IN., TYLER PL ADDN., LOT W-21. (49480002600)
- 2. 3843 Russell Boulevard: C.B. 4948 RUSSELL, 50 FT. X 121.89 FT., TYLER PLACE ADDN., BLOCK 15 LOT 20 (49480002700)

EXHIBIT "B"
Form: 4/26/06

BLIGHTING STUDY AND PLAN
FOR
THE 3837-43 RUSSELL BOULEVARD AREA
PROJECT #1016
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
MAY 23, 2006

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
THE 3837-43 RUSSELL BOULEVARD AREA

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 3837-43 Russell Boulevard Redevelopment Area (“Area”) consists of two vacant residential lots totaling approximately .24 acre in the Shaw Neighborhood of the City of St. Louis (“City”). The property is in the block bounded by Spring Avenue on the east, 39th Street on the west, Castleman Avenue on the north and Russell Boulevard 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 4948 and is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. “Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.0 % unemployment rate for the City as of January, 2006. 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 vacant residential lots 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 21.59 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is vacant land 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 the redevelopment of this property for residential use.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two-Family Dwelling by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "B" Two-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the 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 properties shall be redeveloped so they are attractive, residential structures within the surrounding neighborhood.

b. Urban Design Regulations

New construction in the Area shall conform to plans approved by the department of Cultural Resources of the City.

c. Landscaping

The properties 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 yard 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 may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age,

sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 3837-43 RUSSELL BOULEVARD REDEVELOPMENT AREA
LEGAL DESCRIPTION**

1. 3837 Russell Boulevard: C.B. 4948 RUSSELL, 38 FT X 121 FT 10 IN., TYLER PL ADDN., LOT W-21. (49480002600)
2. 3843 Russell Boulevard: C.B. 4948 RUSSELL, 50 FT. X 121.89 FT., TYLER PLACE ADDN., BLOCK 15 LOT 20 (49480002700)

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.

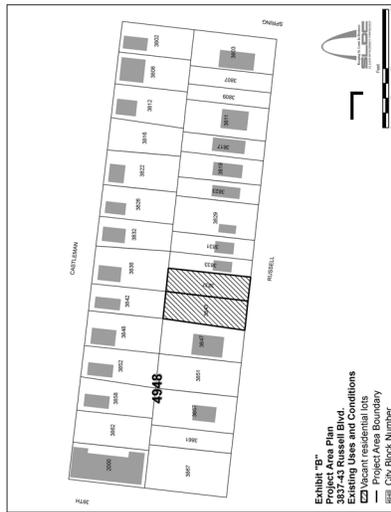
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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: August 1, 2006

ORDINANCE NO. 67188 - EXHIBITS B, C & D



ORDINANCE #67189
Board Bill No. 122

An ordinance imposing an additional court cost of two dollars, (\$2.00) for violation of any city ordinance or any violation of criminal or traffic laws of the State, including an infraction, and any violation of municipal ordinance to be used for the development and maintenance of biometric identification systems to ensure that inmates are properly identified and tracked within the City Jail system; establishing a special account and procedure for disbursement of such funds from the special account and containing an emergency clause.

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

SECTION ONE. There is hereby imposed as an additional court cost a charge of two dollars (\$2.00) in all criminal cases including violations of any city ordinance or any violation of criminal or traffic laws of the State, including an infraction, and any violation of municipal ordinance, except that no such fee shall be collected with the proceeding or defendant has been dismissed by the court or when costs are to be paid by the City of St. Louis or the State of Missouri. All such fees shall be payable to the City Treasurer, who shall deposit such funds in an Inmate Security Fund, to be utilized to develop biometric identification systems to ensure that inmates can be properly identified and tracked within the City Jail system. Upon the implementation of the biometric identification system, funds in the Inmate Security Fund may be used for the maintenance of the biometric identification system and to pay for any expenses related to custody and housing and other expenses for prisoners.

SECTION TWO. The Comptroller of the City of St. Louis is hereby authorized and directed to establish a Special Account to be known as the Inmate Security Fund in which all funds received pursuant to this ordinance shall be deposited and such funds shall be kept separate and apart from all other funds. Such funds are hereby appropriated for the development and maintenance of biometric identification systems for inmate identification and tracking within the City Jail system, and to pay for any other expenses related to custody, housing and other expenses of prisoners. All interest generated on deposited funds shall be accrued to the Inmate Security Fund Account.

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 shall become effective immediately upon its passage and approval by the mayor.

Approved: August 1, 2006

ORDINANCE #67190
Board Bill No. 128

An Ordinance recommended by the Planning Commission on June 7, 2006, to change the zoning of property as indicated on the District Map, from "J" Industrial District to the "I" Central Business District in all or part of City Blocks 141, 144, 145, 556.04, 557, 581, and 583.04, so as to include the described parcels of land in all or part of City Blocks 141, 144, 145, 556.04, 557, 581, and 583.04; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in all or part of City Blocks 141, 144, 145, 556.04, 557, 581, and 583.04 is hereby changed to the "I" Central Business District, real property being particularly described as follows:

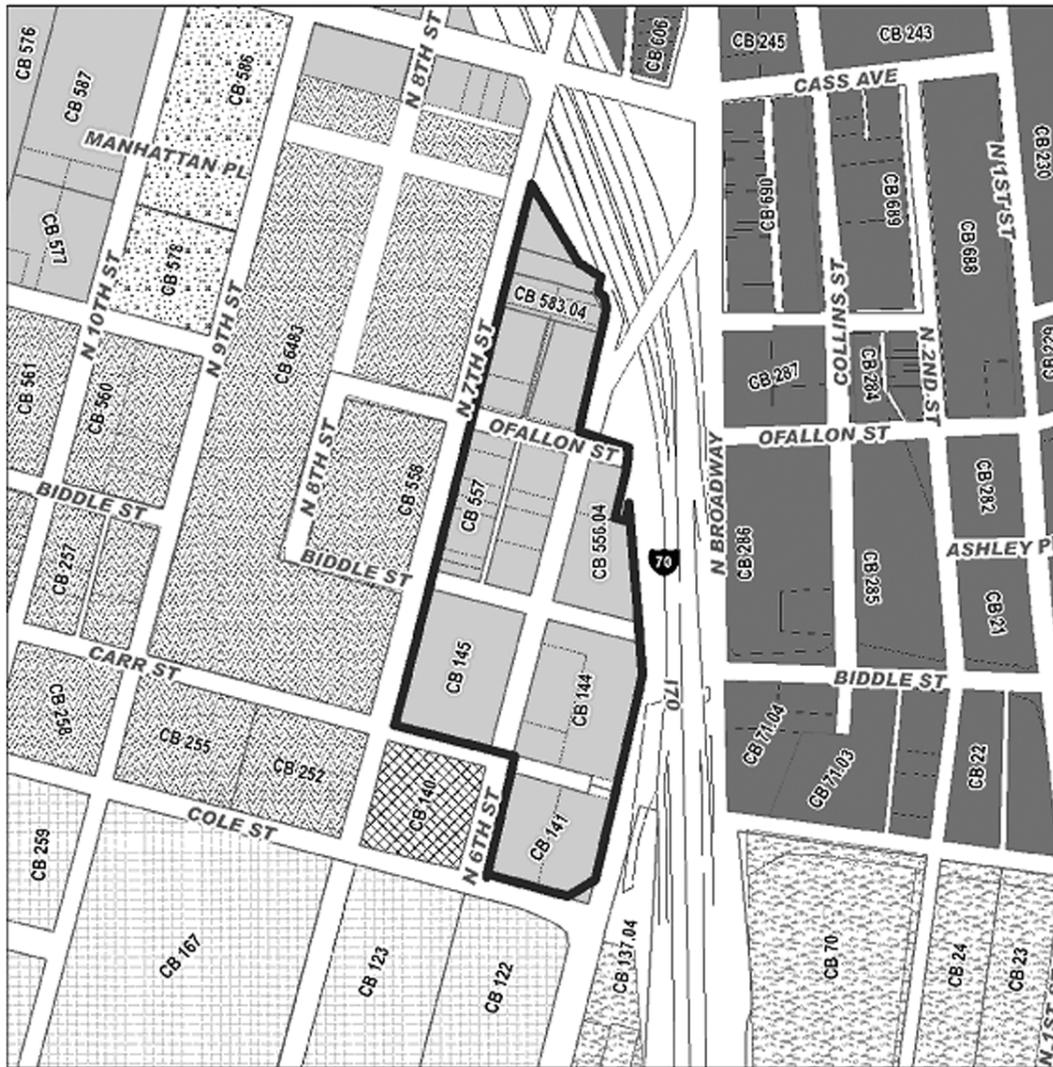
A tract of land situated in the City of St Louis, and the State of Missouri, being all of City Blocks 145 and 557; and part of City Blocks 141, 144, 556W, 581, 583W; and part of Carr Street, 50 feet wide; part of Biddle Street, 50 feet wide; part of O'Fallon Street, 60 feet wide, and part of the Sixth Street, 60 feet wide; and being more particularly described as follows:

BEGINNING at the intersection of the North right-of-way of Carr Street, 60 feet wide at this intersection, and the East right-of-way line of Seventh Street, 60 feet wide, sold intersection being the Southeast corner of City Block 145; thence along the Western line of said City Block 145, North 14 Degrees 46 Minutes 50 Seconds East, a distance of 359.50 feet to the Northeast corner of sold City Block 145; thence across Biddle Street, North 14 Degrees 36 Minutes 53 Seconds East, a distance of 50.00 feet to the Southwest corner of City Block 557; thence along the Western line is sold City Block 557, North 14 Degrees 36 Minutes 53 Second East, a distance of 381.16 feet to the Northwest corner of sold City Block 557; thence across O'Fallon Street, North 14 Degrees 36 Minutes 53 Seconds East, a distance of 60.00 feet to the Southwest corner of City Block 581; thence along the Western line of sold City Block 581 and the Western line of City Block 583W, North 14 Degrees 44 Minutes 18 Seconds East, distance of 600.20 feet to the intersection of sold Western line of City Block 583W and the Western right-of-way line of the Mark Twain Expressway, a.k.a Interstate Route 70; thence along said Western right-of-way line as follows: South 30 Degrees 10

Minutes 58 Seconds East, a distance of 181.42 feet; South 14 Degrees 40 Minutes 40 Seconds West, a distance of 51.54 feet; South 75 Degrees 15 Minutes 42 Seconds East, a distance of 76.84 feet; South 46 Degrees 02 Minutes 06 Seconds East, a distance of 20.00 feet; South 12 Degrees 05 Minutes 06 Seconds West, a distance of 55.00 feet; thence South 75 Degrees 16 Minutes 38 Seconds East, a distance of 25.09 feet; South 18 degrees 12 Minutes 23 Seconds East, a distance of 37.76 feet; South 14 Degrees 40 Minutes 43 Seconds West, a distance of 323.74 feet to the Southwest corner of said City Block 581 and the North line of said O'Fallon street; thence along said North line, South 75 Degrees 16 Minutes 38 Seconds East, a distance of 129.94 feet; across said O'Fallon Street South 05 Degrees 17 Minutes 20 Seconds East, a distance of 64.80 feet; South Degrees 40 Minutes 23 Seconds West, a distance of 126.61 feet; South 75 Degrees 26 Minutes 38 Seconds East, a distance of 20.07 feet; thence North 09 Degrees 40 Minutes 23 Seconds East, a distance of 31.37 feet; South 05 Degrees 17 Minutes 20 Seconds east, a distance of 304.01 feet; across Biddle Street, South 01 Degrees 35 Minutes 12 Seconds East, a distance of 58.95 feet; South 05 Degrees 14 Minutes 44 Seconds East, a distance of 59.50 feet; 52.42 feet along the arc of a curve to the right, with a radius of 150.00 feet, through a central angle of 20 Degrees 01 Minutes 21 Seconds, with a chord that bears South 04 Degrees 45 Minutes 56 Seconds West, a distance of 52.15 feet to the Western right-of-way line of Broadway, width varies, sold Western right-of-way line also being the Eastern line of City Block 144; thence along said Eastern line, South 14 Degrees 46 Minutes 37 Seconds West, a distance of 233.59 feet; thence across Carr Street, South 13 Degrees 49 Minutes 37 Seconds West, a distance of 62.00 feet to the Northeast corner of City Block 141; thence along the Eastern line of said City Block 141, South 14 Degrees 57 Minutes 28 Seconds West, a distance of 165.84 feet; thence 117.50 feet along the arc of a curve to the right, with a radius of 75.00 feet; through a central angle of 89 Degrees 45 Minutes 59 Seconds, with a chord that bears South 59 Degrees 50 Minutes 28 Seconds West, a distance of 105.65 feet to the Southern line of sold City Block 141; thence along said South line of City Block 141, North 75 Degrees 16 Minutes 33 Seconds West, a distance of 180.09 feet; thence 23.52 feet along the arc of a curve to the right, with a radius of 15.00 feet, through a central angle of 89 Degrees 51 Minutes 24 Seconds, with a chord that bears North 30 Degrees 20 Minutes 50 Seconds West, a distance of 21.19 feet to Western line of said city Block 141; thence along said Western line of City Block 141 North 14 Degrees 34 Minutes 52 Seconds East, a distance of 225.59 feet to the Northwest corner if said City Block 141; thence across Carr Street, North 14 Degrees 46 Minutes 37 Seconds East, a distance of 50.00 feet to the Southwest corner of sold City Block 144; thence across Sixth Street, North 75 Degrees 16 Minutes 22 Seconds West, a distance of 60.00 feet to the Southeast corner of said City Block 145; thence along the Southern line of said City Block 145, North 75 Degrees 16 Minutes 22 Seconds West, a distance of 60.00 feet to the Southeast corner of said City Block 145; thence along the Southern line of sold City Block 145, North 75 Degrees 16 Minutes 22 Seconds West, a distance of 270.33 feet to the point of beginning. Containing 15.00 Acres.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



Current Zone

-  A Single Family Dwelling Dist
-  B Two Family Dwelling Dist
-  C Multiple Family Dwelling Dist
-  D Multiple Family Dwelling Dist
-  E Multiple Family Dwelling Dist
-  F Neighborhood Commercial Dist
-  G Local Commercial District
-  H Area Commercial District
-  I Central Business District
-  J Industrial District
-  K Unrestricted District
-  L Jefferson Memorial District

 Rezoning Area

Rezoning from "J" to "I"

PDA-105-06-REZ



CITY OF ST. LOUIS
PLANNING & URBAN
DESIGN AGENCY
FRANCIS D. SLOAN, Mayor



Approved: August 1, 2006

ORDINANCE #67191
Board Bill No. 130

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute AND DELIVER A CONTRACT FOR THE SALE OF REAL ESTATE AND, upon receipt of and in consideration of the sum of FOURTEEN THOUSAND EIGHT HUNDRED EIGHTY-Five Dollars (\$14,885.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Bissingers, Inc., certain City-owned property located in City Blocks 3956 & 3958, which property is legally described in exhibit a, attached hereto, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute the Contract for the Sale of Real Estate, in substantially the form as attached hereto as **Exhibit A** and incorporated by reference herein, with Bissingers, Inc., for certain City-owned property located in City Blocks 3956 & 3958, which property is more fully described in said **Exhibit A**.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of, and in consideration of, the sum of Fourteen Thousand Eight Hundred Eighty-Five Dollars (\$14,885.00), and other good and valuable consideration, and after satisfaction of all the terms and conditions of the Contract for Sale of Real Estate, the Quit Claim Deed, attached hereto as **Exhibit B**, incorporated by reference herein, to remise, release and forever quit-claim unto Bissingers, Inc., certain City-owned property located in City Blocks 3956 & 3958, which property is more fully described in said **Exhibit B**.

SECTION THREE. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and 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, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

EXHIBIT A
Contract for Sale of Real Estate

CONTRACT FOR SALE
OF REAL ESTATE

This Contract is made and entered into this _____ day of _____, 2006, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, MO 63103, referred to as Seller, and Bissingers, Inc., 3983 Gratiot Street, St. Louis, MO 63110, and/or assigns, hereinafter referred to as Buyer.

In consideration of the covenant and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the real property situated in the City of St. Louis, State of Missouri, as legally described on Exhibit A, as attached hereto and incorporated by this reference, together with all improvements and appurtenances thereto, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate").

Title shall be marketable in fact and Seller shall convey marketable title by quit claim deed, which quit claim deed shall be in form satisfactory to and approved by the City Counselor of the City of Saint Louis. Seller warrants that any personal property included in this contract, and all improvements placed on the Real Estate, shall be conveyed free of any encumbrances.

The following terms, provisions, and conditions are further agreed to:

1. Purchase Price.

The total purchase price of the Real Estate is Fourteen Thousand Eight Hundred Eighty-Five Dollars (\$ 14,885.00), subject to the provisions contained herein. At closing, Buyer shall wire transfer the purchase price or shall tender a Cashier's Check for the full purchase price.

2. Contingencies to Purchase.

Buyer represents that its performance hereunder and its satisfaction of the terms hereof is contingent only upon the specific terms of this Contract for Sale of Real Estate, itself, and that Buyer's performance hereunder and purchase of the Real Estate shall not be conditioned upon satisfaction of financing, inspection, or other contingencies unless same are designated elsewhere in this Contract.

3. Conveyance of Title.

Conveyance shall be by quit claim deed. Seller shall tender to Buyer fee simple title to the Real Estate by quit claim deed, in a form approved by the City of St. Louis, City Counselor's Office. Buyer to pay all closing, title insurance and recording fees.

4. Taxes.

Seller warrants that there are no outstanding real estate taxes or liens of any kind levied against the Real Estate.

5. Liens.

Seller shall not allow any liens, attachments, or other encumbrances to be filed against said Real Estate during the period of time following the execution of this Contract and prior to closing of this contract.

6. Personal Property.

The Real Estate shall include all attached and non-attached fixtures, contents and equipment. Seller agrees to leave the Real Estate in broom-swept condition.

7. Possession.

The Seller shall retain possession of the Real Estate until closing. From and forever after closing, the Buyer shall be entitled to possession.

8. Closing.

Delivery of the quit claim deed conveying title shall be concurrent with the Buyer's payment of the purchase price set forth herein. The sale under this contract shall be closed at a time mutually agreed upon by both parties, but no later than September 30, 2006. Title will pass when sale is closed.

9. Broker.

The parties hereto hereby agree that Buyer and Seller shall not be liable for the payment of any fees incurred by the other for services to any broker, agent or other party.

10. Entire Agreement.

This instrument contains the entire agreement between the Buyer and Seller and may not be changed or terminated orally. Stipulations and covenants herein are to apply to and bind the successors and assigns of the respective parties hereto, and shall survive the closing.

11. Time of Essence.

Time shall be of the essence in the performance of each and every obligation and undertaking by the parties in this Agreement.

12. Missouri Law Governs.

This contract shall be interpreted and governed in accordance with the laws of the State of Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Seller and Buyer have duly signed this Agreement on the date first written above.

BISSINGERS, INC.

CITY OF SAINT LOUIS

By: _____
Kenneth Kellerhals, President
(Buyer)

By: _____
Darlene Green
Comptroller

(Seller)

Approved as to form:

City Counselor

Attest:

Parrie L. May
City Register

EXHIBIT A
LEGAL DESCRIPTION

Tract 1

A part of Lots 10 through 16 of Perry's Subdivision in City Block 3956 adjacent to and southwesterly of Lots 1 and 2 of Weber Subdivision, according to the plat thereof recorded in Plat Book 59, Page 50, a portion of U.S. Highway 40 (Interstate 64) formerly known as the Oakland Express Highway, variable width, as dedicated in Plat Book 25, Page 28 of the Recorder's Office of the City of St. Louis, Missouri, a portion of Hawk Avenue, 60 feet wide, a portion of Gratiot Street, 60 feet wide, and a part of Lots 1 through 4 of St. Bernard's Subdivision in City Block 3958 of the City of St. Louis, Missouri, more particularly described as follows:

BEGINNING at the northwest corner of Lot 1 of Weber Subdivision on the southwesterly right-of-way line of Gratiot Street; THENCE departing the southwesterly right-of-way line of Gratiot street along the westerly line of said Lot 1, the following three (3) courses and distances: 1) South 14 degrees 42 minutes 40 seconds West a distance of 14.00 feet to a point; 2) THENCE South 62 degrees 14 minutes 50 seconds East a distance of 50.98 feet to a point; 3) THENCE South 39 degrees 12 minutes 01 seconds East a distance of 22.72 feet to a point on the southeast line of Lot 10 of said Perry's Subdivision in City Block 3956; THENCE along said southeast line of Lot 10, South 14 degrees 51 minutes 54 seconds West a distance of 53.11 feet to a point; THENCE along a curve to the left with a radius of 760.17 feet, having a chord bearing North 52 degrees 34 minutes 17 seconds West for a distance of 59.90 feet, and an arc distance of 59.91 feet to a point of compound curvature; THENCE along a curve to the left with a radius of 585.45 feet, having a chord bearing North 64 degrees 58 minutes 55 seconds West for a distance of 206.40 feet, and an arc distance of 207.49 feet to a point of tangency; THENCE North 75 degrees 08 minutes 06 seconds West a distance of 91.52 feet to a point on the northwest line of Lot 4 of St. Bernard's Subdivision in City Block 3958; THENCE along said northwest line of Lot 4 and the northerly projection thereof, North 14 degrees 51 minutes 54 seconds East a distance of 34.95 feet to a point; THENCE South 75 degrees 08 minutes 06 seconds East a distance of 350.00 feet to a point on the northerly projection of the southeast line of said Lot 10 of Perry's Subdivision; THENCE South 14 degrees 51 minutes 54 seconds West along said northerly projection of the southeast line of Lot 10, a distance of 2.50 feet to a point on the southwest right-of-way line of Gratiot Street; THENCE along said southwest right-of-way line, North 75 degrees 08 minutes 06 seconds West a distance of 68.13 feet to the **POINT OF BEGINNING**.

Said tract containing 15,722 square feet or 0.36 acres of land, more or less.

Tract 2

A portion of U.S. Highway 40 (Interstate 64) formerly known as the Oakland Express Highway, variable width, as dedicated in Plat Book 25, Page 28 of the Recorder's Office of the City of St. Louis, Missouri, located in City Block 3956 of the City of St. Louis, Missouri, adjacent to and southwesterly of Lots 1 and 2 of Weber Subdivision, according to the plat thereof recorded in Plat Book 59, Page 50, and a part of Lots 8 and 9 of Perry's Subdivision in said City Block 3956, more particularly described as follows:

COMMENCING at the northeast corner of Lot 1 of Weber Subdivision on the southwesterly right-of-way line of Gratiot Street, 60 feet wide; THENCE South 14 degrees 45 minutes 10 seconds West along the southeast line of said Lot 1, a distance of 112.30 feet to the southeast corner of said Lot 1 on the northeasterly right-of-way line of U. S. Highway 40 and the **POINT OF BEGINNING** of the herein described tract; THENCE departing the southeast line of said Lot 1 along the northeasterly right-of-way line of U. S. Highway 40 and along a curve to the right with a radius of 635.00 feet, having a chord bearing South 41 degrees 11 minutes 10 seconds East for a distance of 90.21 feet, and an arc distance of 90.29 feet to a point; THENCE South 52 degrees 53 minutes 14 seconds West a distance of 6.06 feet to a point; THENCE North 45 degrees 08 minutes 50 seconds West a distance of 88.21 feet to a point of curvature; THENCE along a curve to the left with a radius of 760.17 feet, having a chord bearing North 47 degrees 43 minutes 49 seconds West for a distance of 68.52 feet, and an arc distance of 68.54 feet to a point on the northwest line of Lot 9 of said Perry's Subdivision in City Block 3956; THENCE along said northwest line of Lot 9, North 14 degrees 51 minutes 54 seconds East a distance of 53.11 feet to a point on the westerly line of said Lot 1 of Weber Subdivision; THENCE along said westerly line of Lot 1, the following three (3) courses and distances: 1) South 39 degrees 12 minutes 01 seconds East a distance of 21.30 feet to a point; 2) THENCE South 15 degrees 09 minutes 15 seconds East a distance of 35.00 feet to a point; 3) THENCE South 00 degrees 40 minutes 40 seconds East a distance of 16.81 feet to the southwesterly corner of said Lot 1 on said northeasterly right-of-way line of U.S. Highway 40; THENCE along said northeasterly right-of-way line and along a curve to the right with a radius of 635.00 feet, having a chord bearing South 46 degrees 38 minutes 21 seconds East for a distance of 30.59 feet, and an arc distance of 30.59 feet to the **POINT OF BEGINNING**.

Said tract containing 2,884 square feet or 0.07 acres of land, more or less.

EXHIBIT B

Quit-Claim Deed

QUIT CLAIM DEED

THIS DEED, made and entered into this _____ day of _____, 2006, by and between The City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and Bissingers, Inc., a Missouri general business corporation, whose address is 3983 Gratiot Street, St. Louis, Missouri 63110 (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described real estate, situated in the City of Saint Louis and State of Missouri, as legally described on the attached Exhibit A, as incorporated herein by this reference.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

BISSINGERS, INC.
(Grantee)

BY: _____
Francis G. Slay
Mayor

BY: _____
Kenneth Kellerhals, President

BY: _____
Darlene Green
Comptroller

Approved as to form:

City Counselor

Attest:

Parrie L. May
City Register

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

On this ____ day of _____, 2006, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

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

On this ____ day of _____, 2006, before me appeared Kenneth Kellerhals, to me personally known, who being by me duly sworn did say that he is the President of Bissingers, Inc., and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

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

Notary Public

EXHIBIT A**Tract 1**

A part of Lots 10 through 16 of Perry's Subdivision in City Block 3956 adjacent to and southwesterly of Lots 1 and 2 of Weber Subdivision, according to the plat thereof recorded in Plat Book 59, Page 50, a portion of U.S. Highway 40 (Interstate 64) formerly known as the Oakland Express Highway, variable width, as dedicated in Plat Book 25, Page 28 of the Recorder's Office of the City of St. Louis, Missouri, a portion of Hawk Avenue, 60 feet wide, a portion of Gratiot Street, 60 feet wide, and a part of Lots 1 through 4 of St. Bernard's Subdivision in City Block 3958 of the City of St. Louis, Missouri, more particularly described as follows:

BEGINNING at the northwest corner of Lot 1 of Weber Subdivision on the southwesterly right-of-way line of Gratiot Street; THENCE departing the southwesterly right-of-way line of Gratiot street along the westerly line of said Lot 1, the following three (3) courses and distances: 1) South 14 degrees 42 minutes 40 seconds West a distance of 14.00 feet to a point; 2) THENCE South 62 degrees 14 minutes 50 seconds East a distance of 50.98 feet to a point; 3) THENCE South 39 degrees 12 minutes 01 seconds East a distance of 22.72 feet to a point on the southeast line of Lot 10 of said Perry's Subdivision in City Block 3956; THENCE along said southeast line of Lot 10, South 14 degrees 51 minutes 54 seconds West a distance of 53.11 feet to a point; THENCE along a curve to the left with a radius of 760.17 feet, having a chord bearing North 52 degrees 34 minutes 17 seconds West for a distance of 59.90 feet, and an arc distance of 59.91 feet to a point of compound curvature; THENCE along a curve to the left with a radius of 585.45 feet, having a chord bearing North 64 degrees 58 minutes 55 seconds West for a distance of 206.40 feet, and an arc distance of 207.49 feet to a point of tangency; THENCE North 75 degrees 08 minutes 06 seconds West a distance of 91.52 feet to a point on the northwest line of Lot 4 of St. Bernard's Subdivision in City Block 3958; THENCE along said northwest line of Lot 4 and the northerly projection thereof, North 14 degrees 51 minutes 54 seconds East a distance of 34.95 feet to a point; THENCE South 75 degrees 08 minutes 06 seconds East a distance of 350.00 feet to a point on the northerly projection of the southeast line of said Lot 10 of Perry's Subdivision; THENCE South 14 degrees 51 minutes 54 seconds West along said northerly projection of the southeast line of Lot 10, a distance of 2.50 feet to a point on the southwest right-of-way line of Gratiot Street; THENCE along said southwest right-of-way line, North 75 degrees 08 minutes 06 seconds West a distance of 68.13 feet to the **POINT OF BEGINNING**.

Said tract containing 15,722 square feet or 0.36 acres of land, more or less.

Tract 2

A portion of U.S. Highway 40 (Interstate 64) formerly known as the Oakland Express Highway, variable width, as dedicated in Plat Book 25, Page 28 of the Recorder's Office of the City of St. Louis, Missouri, located in City Block 3956 of the City of St. Louis, Missouri, adjacent to and southwesterly of Lots 1 and 2 of Weber Subdivision, according to the plat thereof recorded in Plat Book 59, Page 50, and a part of Lots 8 and 9 of Perry's Subdivision in said City Block 3956, more particularly described as follows:

COMMENCING at the northeast corner of Lot 1 of Weber Subdivision on the southwesterly right-of-way line of Gratiot Street, 60 feet wide; THENCE South 14 degrees 45 minutes 10 seconds West along the southeast line of said Lot 1, a distance of 112.30 feet to the southeast corner of said Lot 1 on the northeasterly right-of-way line of U. S. Highway 40 and the **POINT OF BEGINNING** of the herein described tract; THENCE departing the southeast line of said Lot 1 along the northeasterly right-of-way line of U. S. Highway 40 and along a curve to the right with a radius of 635.00 feet, having a chord bearing South 41 degrees 11 minutes 10 seconds East for a distance of 90.21 feet, and an arc distance of 90.29 feet to a point; THENCE South 52 degrees 53 minutes 14 seconds West a distance of 6.06 feet to a point; THENCE North 45 degrees 08 minutes 50 seconds West a distance of 88.21 feet to a point of curvature; THENCE along a curve to the left with a radius of 760.17 feet, having a chord bearing North 47 degrees 43 minutes 49 seconds West for a distance of 68.52 feet, and an arc distance of 68.54 feet to a point on the northwest line of Lot 9 of said Perry's Subdivision in City Block 3956; THENCE along said northwest line of Lot 9, North 14 degrees 51 minutes 54 seconds East a distance of 53.11 feet to a point on the westerly line of said Lot 1 of Weber Subdivision; THENCE along said westerly line of Lot 1, the following three (3) courses and distances: 1) South 39 degrees 12 minutes 01 seconds East a distance of 21.30 feet to a point; 2) THENCE South 15 degrees 09 minutes 15 seconds East a distance of 35.00 feet to a point; 3) THENCE South 00 degrees 40 minutes 40 seconds East a distance of 16.81 feet to the southwesterly corner of said Lot 1 on said northeasterly right-of-way line of U.S. Highway 40; THENCE along said northeasterly right-of-way line and along a curve to the right with a radius of 635.00 feet, having a chord bearing South 46 degrees 38 minutes 21 seconds East for a distance of 30.59 feet, and an arc distance of 30.59 feet to the **POINT OF BEGINNING**.

Said tract containing 2,884 square feet or 0.07 acres of land, more or less.

Approved: August 1, 2006

ORDINANCE #67192
Board Bill No. 144

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Third Ward Liquor Control District, as established herein, for a period of three 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 within the area beginning at the intersection of the centerlines of Interstate 70 and Branch St., and proceeding along the centerlines in a generally clockwise direction west to Destrehan St., west to Palm St., west to Natural Bridge Blvd., west to Parnell St., south to Hebert St., west to Elliott Ave., south to Greer Ave., west to Glasgow Ave., southwest to St. Louis Ave., west to Prairie Ave., south to Maffitt Ave., west to N. Vandeventer Ave., north to Fairgrounds Park and through Fairgrounds Park along the road to the intersection of Prairie Ave. and Kossuth Ave., west to Clay Ave., north to Penrose St., west to Fair Ave., north to Carter Ave., east to Rosalie St., northwest to Adelaide Ave., northeast to Conde St., south to Linton Ave., east to Blair Ave., south to E. Grand Ave., east to Interstate 70, and south along Interstate 70 to the point of beginning. Such area shall be known as the Third Ward Liquor Control Area.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of three 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 Third 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 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: August 1, 2006

**ORDINANCE #67193
Board Bill No. 155
Committee Substitute**

An ordinance relating to the graduated business license tax imposed pursuant to Ordinance 60643 and the proposition relating to the graduated business license tax submitted to the voters pursuant to Ordinance 67091, setting forth public safety purposes for which revenue generated by the proposition shall be used; providing further for the establishment of a Public Safety Trust Fund and for the establishment of an Enhanced Police Services Account, an Enhanced Criminal Prosecution Account, and an Enhanced Problem Properties and Nuisance Crime Prosecution Account within such Fund into which all revenue derived from the increase in the graduated business license tax pursuant to the approval of the voters and all interest on such revenue shall be deposited, allocated and credited and setting forth the purposes for which monies in such Trust Fund and such Accounts shall be used; restricting the use of monies in such Trust Fund and such Accounts to expenditures for the purposes listed; requiring an annual review by the Ways and Means Committee of the Board of Aldermen to monitor the distribution of all monies in the Public Safety Trust Fund; and containing a severability clause and an emergency clause.

WITNESSETH THAT,

WHEREAS, on Tuesday, August 8, 2006, the voters of the City will vote on an increase in the graduated business license tax, which if approved, will generate approximately Three Million Two the first full fiscal year subsequent to its approval ; and

WHEREAS, the City has a variety of public safety needs.

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

SECTION ONE. There is hereby created a special trust fund, to be known as the Public Safety Trust Fund. The Public Safety Trust Fund shall consist of three (3) accounts, namely, an Enhanced Police Services Account, an Enhanced Criminal

Prosecution Account, and an Enhanced Problem Properties and Nuisance Crime Prosecution Account. All revenue derived from the increase in the graduated business license tax pursuant to Ordinance 67091 and all interest on such revenue shall be deposited into such Public Safety Trust Fund and such Accounts within said Fund allocated and credited upon receipt as follows: 75% to the Enhanced Police Services Account, 15% to the Enhanced Criminal Prosecution Account, and 10% to the Enhanced Problem Properties and Nuisance Crime Prosecution Account. Money in the Enhanced Police Services Account shall be used only to pay for the cost of hiring and retaining additional police officers assigned to expand the Most Violent Offenders Program and the cost of equipment, facilities and services directly associated with the hiring and retaining of such police officers, for the cost of hiring and retaining additional police officers assigned to address nuisance crimes and problem properties and the cost of equipment, facilities and services directly associated with the hiring and retaining of such police officers, for the cost of hiring and retaining additional police officers assigned to address truancy and curfew violations and the cost of equipment, facilities and services directly associated with the hiring and retaining of such police officers, for the cost of hiring and retaining additional investigators assigned to the Sex Crimes Unit and the cost of equipment, facilities and services directly associated with the hiring and retaining of such investigators, for the cost of adding and retaining additional employees, equipment and software in the Crime Analysis Unit, for the cost of hiring and retaining an additional advocate for victims of sexual assault and sexual abuse and the cost of equipment, facilities and services directly associated with the hiring and retaining of such advocate, and for the cost of hiring and retaining an additional criminologist assigned to the processing of rape kits and the cost of equipment, facilities and services directly associated with the hiring and retaining of such criminologist. Money in the Enhanced Criminal Prosecution Account shall be used only to pay for the cost of hiring and retaining additional attorneys, paralegals, associated support staff and investigators assigned to prosecute repeat and violent offenders and the cost of equipment, facilities and services directly associated with the hiring and retaining of such attorneys, paralegals, associated support staff and investigators. Money in the Enhanced Problem Properties and Nuisance Crime Prosecution Account shall be used only to pay for the cost of hiring and retaining additional attorneys, paralegals, and investigators assigned to prosecute problem and nuisance property offenders and the cost of equipment, facilities and services directly associated with the hiring and retaining of such attorneys, paralegals and investigators.

SECTION TWO. All revenue received by the City from the increase in the graduated business license tax authorized by Ordinance 67091 shall be deposited in the Public Safety Trust Fund. No money credited and allocated to any account within the Public Safety Trust Fund shall be transferred to any other fund nor appropriated, expended, used or encumbered for any purpose other than for the purposes set forth in Section One above. All monies from any account within the Public Safety Trust Fund shall be expended only by appropriating ordinances. There shall be an annual review by the Ways and Means Committee of the Board of Aldermen to monitor the distribution of all monies in the Public Safety Trust Fund.

SECTION THREE. If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance, to the extent severable therefrom, shall not thereby be invalidated.

SECTION FOUR. This being an ordinance providing for the preservation of public 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 or its approval over his or her veto.

Approved: August 1, 2006

**ORDINANCE #67194
Board Bill No. 156
Committee Substitute**

An ordinance relating to the graduated business license tax imposed pursuant to Ordinance 60643; imposing, subject to the approval of the voters, increased graduated business license taxes and setting forth public safety purposes for which revenue generated by the proposition shall be used; repealing, subject to the approval of the qualified voters SECTION ONE of Ordinance 60643, approved January 8, 1988, and enacting in lieu thereof a new SECTION ONE imposing increased graduated business license taxes; submitting unless such question shall have received in its favor the votes of a majority of the voters voting thereon at the August 8, 2006, election, to the qualified voters of the City of St. Louis a proposition to approve the increase in the graduated business license taxes; providing for an election and the manner of voting thereat; providing that if such question shall receive the votes of a majority of the voters voting thereon that such tax shall be authorized and shall be imposed on graduated business licenses issued for the tax year beginning June 1, 2007 and every tax year thereafter; providing further for the establishment of a Public Safety Trust Fund and for the establishment of an Enhanced Police Services Account, an Enhanced Criminal Prosecution Account, and an Enhanced Problem Properties and Nuisance Crime Prosecution Account within such Fund into which all revenue derived from the increase in the graduated business license tax pursuant to the approval of the voters and all interest on such revenue shall be deposited, allocated and credited and setting forth the purposes for which monies in such Trust Fund and such Accounts shall be used; restricting the use of monies in such Trust Fund and such Accounts to expenditures for the purposes listed; requiring an annual review by the Ways and Means Committee of the Board of Aldermen to monitor the distribution of all monies in the Public Safety Trust Fund; and containing a severability clause and an emergency clause.

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

SECTION ONE. Subject to the approval of the qualified voters of the herein submitted proposition, SECTION ONE of Ordinance 60643, pertaining to the graduated business license tax, is repealed and a new SECTION ONE, pertaining to the same subject matter is enacted, which increases the graduated business license tax as hereinafter provided.

SECTION TWO. The following question is hereby submitted to the qualified voters of the City of St. Louis and shall be voted upon at an election to be held as hereinafter provided, unless such question shall have received in its favor the votes of a majority of the voters voting thereon at the August 8, 2006, election. The question shall read substantially in words and figures as follows:

PROPOSITION G

Shall the graduated business license tax rates imposed in SECTION ONE of Ordinance 60643 be repealed and new graduated business license tax rates as follows be imposed for the purpose of hiring and retaining more police officers and prosecutors to fight crime including violent crime, drugs, nuisance crimes, problem properties, curfew violations and truancy, and paying associated costs:

St. Louis Employees	Graduated Business License Tax
2 or fewer	\$200.00
3-5	\$325.00
6-10	\$675.00
11-20	\$1,500.00
21-30	\$2,250.00
31-40	\$3,000.00
41-50	\$4,500.00
51-75	\$7,500.00
76-100	\$11,250.00
101-150	\$15,000.00
151-200	\$20,250.00
201-300	\$25,500.00
301-400	\$30,000.00
401-500	\$34,500.00
501 or more	\$37,500.00

YES [] NO []

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION THREE. The foregoing question shall be submitted to the qualified voters at an election called and to be held on Tuesday, November 7, 2006, unless such question shall have received in its favor the votes of a majority of the voters voting thereon at the August 8, 2006, election, and if the question shall receive in its favor the votes of a majority of the voters voting thereon, the tax shall be authorized and shall be imposed on graduated business licenses issued for the tax year beginning June 1, 2007 and every tax year thereafter. The qualified voters may, at such election, vote a ballot in substantially the following form:

PROPOSITION G

Shall the graduated business license tax rates imposed in SECTION ONE of Ordinance 60643 be repealed and new graduated business license tax rates as follows be imposed for the purpose of hiring and retaining more police officers and prosecutors to fight crime including violent crime, drugs, nuisance crimes, problem properties, curfew violations and truancy, and paying associated costs:

St. Louis Employees	Graduated Business License Tax
2 or fewer	\$200.00
3-5	\$325.00
6-10	\$675.00
11-20	\$1,500.00
21-30	\$2,250.00
31-40	\$3,000.00
41-50	\$4,500.00
51-75	\$7,500.00
76-100	\$11,250.00
101-150	\$15,000.00
151-200	\$20,250.00
201-300	\$25,500.00
301-400	\$30,000.00
401-500	\$34,500.00
501 or more	\$37,500.00

YES [] NO []

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION FOUR. The Board of Election Commissioners of the City of St. Louis shall provide notice of such election pursuant to Section 115.127 RSMo, shall provide the ballots or voting machines, or both, and conduct the election and shall ascertain the results thereof, all according to the laws regulating such elections. Upon approval of this ordinance, it shall be published once in the City Journal. Proof of publication of this ordinance shall be made by affidavit of the City Register and such affidavit shall be filed in the office of the City Register and a copy of said publication shall be attached thereto.

SECTION FIVE. Upon approval of the voters of the proposition contained herein SECTION ONE of Ordinance 60643 shall read as follows:

SECTION ONE. There is hereby imposed a graduated business license tax on all merchants, manufacturers, businesses, avocations, pursuits and callings that are not exempt from the payment of licenses by law, except those merchants, manufacturers, businesses, avocations, pursuits and callings listed in SECTION THREE of Ordinance 60643. The graduated business license tax shall be calculated and based on the licensee's St. Louis employees as defined in SECTION TWO of Ordinance 60643 and be payable prior to issuance of a business license as follows:

St. Louis Employees	Graduated Business License Tax
2 or fewer	\$200.00
3-5	\$325.00
6-10	\$675.00
11-20	\$1,500.00
21-30	\$2,250.00
31-40	\$3,000.00
41-50	\$4,500.00
51-75	\$7,500.00
76-100	\$11,250.00
101-150	\$15,000.00
151-200	\$20,250.00
201-300	\$25,500.00
301-400	\$30,000.00
401-500	\$34,500.00
501 or more	\$37,500.00

SECTION SIX. There is hereby created a special trust fund, to be known as the Public Safety Trust Fund. The Public Safety Trust Fund shall consist of three (3) accounts, namely, an Enhanced Police Services Account, an Enhanced Criminal Prosecution Account, and an Enhanced Problem Properties and Nuisance Crime Prosecution Account. All revenue derived from the increase in the graduated business license tax pursuant to this Ordinance and all interest on such revenue shall be deposited into such Public Safety Trust Fund and such Accounts within said Fund and allocated and credited upon receipt as follows: 75% to the Enhanced Police Services Account, 15% to the Enhanced Criminal Prosecution Account, and 10% to the Enhanced Problem Properties and Nuisance Crime Prosecution Account. Money in the Enhanced Police Services Account shall be used only to pay for the cost of hiring and retaining additional police officers assigned to expand the Most Violent Offenders Program and the cost of equipment, facilities and services directly associated with the hiring and retaining of such police officers, for the cost of hiring and retaining additional police officers assigned to address nuisance crimes and problem properties and the cost of equipment, facilities and services directly associated with the hiring and retaining of such police officers, for the cost of hiring and retaining additional police officers assigned to address truancy and curfew violations and the cost of equipment, facilities and services directly associated with the hiring and retaining of such police officers, for the cost of hiring and retaining additional investigators assigned to the Sex Crimes Unit and the cost of equipment, facilities and services directly associated with the hiring and retaining of such investigators, for the cost of adding and retaining additional employees, equipment and software in the Crime Analysis Unit, for the cost of hiring and retaining an additional advocate for victims of sexual assault and sexual abuse and the cost of equipment, facilities and services directly associated with the hiring and retaining of such advocate, and for the cost of hiring and retaining an additional criminologist assigned to the processing of rape kits and the cost of equipment, facilities and services directly associated with the hiring and retaining of such criminologist. Money in the Enhanced Criminal Prosecution Account shall be used only to pay for the cost of hiring and retaining additional attorneys, paralegals, associated support staff and investigators assigned to prosecute repeat and violent offenders and the cost of equipment, facilities and services directly associated with the hiring and retaining of such attorneys, paralegals, associated support staff and investigators. Money in the Enhanced Problem Properties and Nuisance Crime Prosecution Account shall be used only to pay for the cost of hiring and retaining additional attorneys, paralegals, and investigators assigned to prosecute problem and nuisance property offenders and the cost of equipment, facilities and services directly associated with the hiring and retaining of such attorneys, paralegals and investigators.

SECTION SEVEN. All revenue received by the City from the increase in the graduated business license tax authorized by this Ordinance shall be deposited in the Public Safety Trust Fund. No money credited and allocated to any account within the Public Safety Trust Fund shall be transferred to any other fund nor appropriated, expended, used or encumbered for any purpose other than for the purposes set forth in Section Six above. All monies from any account within the Public Safety Trust Fund shall be expended only by appropriating ordinances. There shall be an annual review by the Ways and Means Committee of the Board of Aldermen to monitor the distribution of all monies in the Public Safety Trust Fund.

SECTION SIX. If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance, to the extent severable there from, shall not thereby be invalidated.

SECTION SEVEN. This being an ordinance providing for the submission of a question to the voters, it is hereby declared to be an emergency ordinance as provided by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his or her veto.

Approved: August 1, 2006

**ORDINANCE #67195
Board Bill No. 157**

An ordinance relating to parks; imposing, under and by the authority of Sections 644.032 and 644.033 RSMo., subject to the approval of the voters, a sales tax of one-eighth of one per cent (1/8%) on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 RSMo., for the purpose of providing funding for local parks, and specifically, funding for the construction and maintenance of new and existing recreation centers and recreation programs in parks, including but not limited to programs for children and seniors, in addition to any and all other sales taxes allowed by law; submitting to the qualified voters of the City of St. Louis a proposal to authorize the imposition of such tax; providing for an election and the manner of voting thereat; providing that if such question shall receive the votes of a majority of the voters voting thereon that such tax shall be authorized and in effect as provided in Sections 644.032 and 644.033 RSMo.; providing that the tax imposed pursuant to the provisions of this ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 RSMo.; and containing a severability clause and an emergency clause.

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

SECTION ONE. Under and by the authority of Sections 644.032 and 644.033, there is hereby imposed, subject, however, to the approval of the qualified voters as hereinafter provided, a sales tax of one-eighth of one percent (1/8%) on all retail sales made in the City of St. Louis for the purpose of funding local parks, and specifically, funding for new recreation facilities in parks, repairs and/or improvements to existing recreation facilities in parks, and recreation programs in recreation facilities in parks, in addition to any and all other sales tax allowed by law.

SECTION TWO. The following question is hereby submitted to the qualified voters of the City of St. Louis and shall be voted upon at an election to be held as hereinafter provided. The question shall read substantially in words and figures as follows:

PROPOSITION P

Shall the municipality of the City of St. Louis impose a sales tax of one-eighth of one percent (1/8%) for the purpose of providing funding for local parks for the municipality and specifically, funding for the construction and maintenance of new and existing recreation centers and recreation programs in parks, including but not limited to programs for children and seniors?

YES NO

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION THREE. The foregoing question shall be submitted to the qualified voters at an election called and to be held on November 7, 2006, and if the question shall receive in its favor the votes of a majority of the voters voting thereon, the tax shall be authorized and shall become effective as provided in Sections 644.032 and 644.033 RSMo. The qualified voters may, at such election, vote a ballot in substantially the following form:

PROPOSITION P

Shall the municipality of the City of St. Louis impose a sales tax of one-eighth of one percent (1/8%) for the purpose of providing funding for local parks for the municipality and specifically, funding for the construction and maintenance of new and existing recreation centers and recreation programs in parks, including but not limited to programs for children and seniors?

YES NO

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION FOUR. The Board of Election Commissioners of the City of St. Louis shall provide notice of such election pursuant to Section 115.127 RSMo., shall provide the ballots or voting machines, or both, and conduct the election and shall ascertain the results thereof, all according to the laws regulating such elections. Upon approval of this ordinance, it shall be published once in the City Journal. Proof of publication of this ordinance shall be made by affidavit of the City Register and such affidavit shall be filed in the office of the City Register and a copy of said publication shall be attached thereto.

SECTION FIVE. The provisions of Sections 644.032 and 644.033 RSMo., 2005 are adopted and incorporated herein by this reference as if fully set forth.

SECTION SIX. The tax imposed pursuant to the provisions of this ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 RSMo.

SECTION SEVEN. All revenue returned to the City of St. Louis from the tax authorized by this ordinance pursuant to Sections 644.032 and 644.033 RSMo., shall be deposited in a special trust fund, hereby created, to be known as the Local Park Fund. All expenditures from the Local Park Fund shall be made pursuant to appropriation.

SECTION EIGHT. If any provision of this ordinance shall be held invalid, the remainder of this ordinance, to the extent severable therefrom, shall not thereby be invalidated.

SECTION NINE. This being an ordinance providing for the submission of a question to the voters, it is hereby declared to be an emergency ordinance as provided by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his or her veto.

Approved: August 1, 2006

**ORDINANCE #67196
Board Bill No. 161**

An Ordinance authorizing and directing the Fire Chief, on behalf of the City of St. Louis, to enter into and execute an Intergovernmental Agreement with St. Clair County, Illinois to assist in providing for public safety communications interoperability network, and containing an emergency clause.

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

SECTION ONE. The Fire Chief is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute an Intergovernmental Agreement with St. Clair County, Illinois to provide for a public safety communications interoperability network. Said Intergovernmental Agreement shall be substantially in words and figures the same as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. 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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the government of St. Clair County, Illinois, hereinafter referred to as "The County" and the entity identified as follows:

City of St. Louis Fire Department

Via this MOU, the County agrees to provide to the City of St. Louis Fire Department one (1) two way radio described as a "Radio Frequency Control Station" or "RF Control Station" which will be electronically logged and subscribed to the St. Clair County 800 Megahertz (MHz) digital, trunked radio system operated and managed by the County. The receipt of said RF Control Station by the City of St. Louis Fire Department and the signing of this MOU by a person properly authorized by the City of St. Louis Fire Department shall constitute complete acceptance of the terms and conditions set forth in this MOU.

1. PURPOSE AND GENERAL USAGE: The County is providing City of St. Louis Fire Department this RF Control Station for the purpose of establishing a St. Clair County public safety communications interoperability network. The intent of this network is to create a high quality, instantly accessible radio communications pathway via which all public safety emergency communications dispatch centers (hereinafter referred to as "PSAPs") and other appropriate dispatch centers will be able to communicate with each other and with other users of the radio system over a relatively secure communications medium not dependent on the viability or availability of the public switched telephone network.

2. CITY OF ST. LOUIS FIRE DEPARTMENT/COUNTY RESPONSIBILITIES:

St. Clair County PSAPs/Secondary Answering Points and other agencies that agree to accept the Radio Control Station agree to the following:

- 2.1 To abide by all St. Clair County radio procedures as they apply to the use of this radio and the St. Clair County radio system.
- 2.2 To abide by all FCC radio rules and requirements.
- 2.3 To accept responsibility for the physical RF Control Station device and to fund the replacement of the radio equipment in the amount of \$3,165.00 should it be damaged due to any act of or neglect by the City of St. Louis Fire Department or agents acting on its behalf.

- 2.4 That the equipment provided remains the property of St. Clair County.
- 2.5 To allow the equipment to be installed and located in their facility.
- 2.6 To allow the ETSB staff and/or radio maintenance vendors access to the equipment on a 24/7 basis.
- 2.7 City of St. Louis Fire Department will not move, provided maintenance for, repair, program or replace the equipment other than normal cleaning and daily care.
- 2.8 City of St. Louis Fire Department will report any equipment or system malfunction to the on call St. Clair County staff as per the appropriate procedure.
- 2.9 To attend appropriate initial training prior to using the equipment, which will be provided by the County at no charge, except personnel time and to provide personnel to be trained as trainers whose responsibility will be to train future Secondary PSAP personnel before they are allowed to use the equipment.
- 2.10 City of St. Louis Fire Department will not patch other radio frequencies or talk groups to the St. Clair County Radio System without the expressed permission of St. Clair County. No permanent patches will be allowed.
- 2.11 City of St. Louis Fire Department will discontinue use of the radio temporarily upon direction from St. Clair County and will not initiate use until advised it is clear to do so.
- 2.12 The City of St. Louis Fire Department agrees to ensure that, at a minimum, their dispatcher(s) will effectively monitor the County Calling talk group. Repeated instances of the failure of St. Louis City Fire Department to monitor or answer a call for their PSAP on this talk group may result in the RF Control Station being removed by the County.
- 2.13 The City of St. Louis Fire Department will be permitted to operate additional radios which are programmed to the St. Clair County radio system as may be agreed to between the entities. The programming of said radios to be done by St. Clair County staff.
- 2.14 The City of St. Louis Fire Department may terminate this agreement and the County will remove the equipment or have it removed.
- 2.15 The City of St. Louis Fire Department, to the extent permitted by law, agrees to defend indemnity and hold harmless St. Clair County, Illinois, and any of its successors, assigns, agents, employees, divisions, subdivisions, and/or subunits, in the event of any claim, action, or lawsuit is brought as a result of City of St. Louis Fire Department's negligent use of the radio equipment/ and/or systems described herein.
- 2.16 The County will assume responsibility for maintenance, service and repair from normal wear and tear on the unit. If the unit needs repair due to obvious abuse or neglect caused by City of St. Louis Fire Department the County will arrange for repair and bill the agency for the unit's repair or replacement cost. If the unit is destroyed, stolen or lost, the County will arrange for replacement with the total cost being the responsibility of the City of St. Louis Fire Department.
- 2.17 The County will record the County Calling talk group on their logging recorder. Requests for copies of audio tapes from this recorder shall be submitted, in writing, to the Radio Systems Administrator (9-1-1 Coordinator.)
- 2.18 Staff from St. Clair County ETSB will conduct a yearly audit of the physical existence, connectivity and installation of this RF Control Station, as well as periodic audit of procedural compliance.
- 2.19 This agreement shall be in effect until rescinded by the County. The County may rescind the agreement at any time and cause for the removal of the RF Control Station and associated hardware.

3. ACCEPTANCE:

Agreed to this _____ day of _____, 2006

By: _____ for the City of St. Louis Fire Department
Sherman George, Fire Chief

By: _____ for the County of St. Clair, Illinois
Signature/title

Approved: August 1, 2006