

**ORDINANCE #68403**  
**Board Bill No. 113**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Nineteenth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing exceptions and 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.** 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 as follows:

Beginning at the intersection of the centerlines of Laclede Ave. and Vandeventer Ave., and proceeding along the centerlines in a generally clockwise direction north to Finney Ave., west to Newstead Ave., north to Evans Ave., east to Vandeventer Ave., north to Dr. Martin Luther King Drive, east to Grand Blvd., north to N. Market St., east to Glasgow Ave., south to Madison St., east to Leffingwell Ave., south to Gamble St., west to Glasgow Ave., south to Dr. Martin Luther King Drive, southeast to Leffingwell Ave., south to Franklin St., west to T.E. Huntley Ave., south to Delmar Blvd., east to Leffingwell Ave., south to Olive St., west to Compton Ave., south to Lafayette Ave., east to Michigan Ave., south to Interstate 44, west to Grand Ave., south to DeTonty St., west to Spring Ave., south to Shaw Blvd., west to 39th St., north to Blaine Ave., east to Spring Ave., north to Park Ave., east to Grand Blvd., north to Rutger St., west to Spring Ave., north to Hickory St., east to Grand Blvd., north to the Bi-State MetroLink right-of-way (formerly the Wabash Railroad tracks), west to Prospect Ave., north along Prospect Ave. and its prolongation to Forest Park Ave., east to Grand Blvd., north to Laclede Ave., and west to the point of beginning.

Such area shall be known as the Nineteenth Ward Liquor Control District.

**SECTION TWO.** The Excise Commissioner shall not, for a period of three years, beginning as of the effective date of this Ordinance, approve the issuance of a package liquor license for any premises which is located within the boundaries of the Nineteenth 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 premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 61289.
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 62656.

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

**Approved: July 7, 2009**

**ORDINANCE #68404**  
**Board Bill No. 115**

An ordinance pertaining to the definitions of drug paraphernalia, amending Ordinance 66419, approved August 2, 2004, codified as Chapter 11.61 of the Revised Code, by repealing Section 11.61.010 pertaining to the definitions of drug paraphernalia and enacting in lieu thereof a new section pertaining to the same subject matter; and containing a severability clause and emergency clause.

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

**SECTION ONE.** Section 11.61.010 of the Revised Code, is hereby repealed and enacted in lieu thereof is the following:

## 11.61.010 Definitions.

For purposes of this chapter the following words and phrases shall have the following meanings:

A. "Deliver" means the actual, constructive, or attempted transfer from one person to another of drug paraphernalia, whether or not there is an agency relationship, and includes a sale.

B. "Drug paraphernalia" means:

1. Objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing marijuana, cocaine, hashish, hashish oil, other illegal controlled substances, or imitation controlled substances into the human body as defined under either Federal law or Missouri State law, including, but not limited to:

- a. Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls,
- b. Water pipes,
- c. Carburetion tubes and devices,
- d. Smoking and carburetion masks,
- e. Roach clips meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand,
- f. Miniature cocaine spoons and cocaine vials,
- g. Chamber pipes,
- h. Carburetor pipes,
- i. Electric pipes,
- j. Air-driven pipes,
- k. Chillums,
- l. Bongs,
- m. Ice pipes or chillers,
- n. any other objects commonly used or adapted for use in ingesting, inhaling or otherwise involving a controlled substance, regardless if such object has another intended use;

2. In determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

- a. Statements by an owner or by anyone in control of the object concerning its use,
- b. Prior convictions, if any, of an owner, or of anyone in control of the object, under any state or federal law relating to any controlled substance, imitation controlled substance, or drug paraphernalia,
- c. The proximity of the object, in time and space, to a direct violation of state or federal laws concerning use or sale of controlled substances,
- d. The proximity of the object to controlled substances or imitation controlled substances on the object,
- e. The existence of any residue of controlled substances or imitation controlled substances on the object,
- f. Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons who he knows, or should reasonably know, intend to use the object to facilitate a violation of state or federal laws concerning use or sale of controlled substances; the innocence of an owner, or of anyone in control of the object, as to direct violation state or federal laws concerning use or sale of controlled substances; shall not prevent a finding that the object is intended for use, or designed for use as drug paraphernalia,

- g. Instructions, oral or written, provided with the object concerning its use,
  - h. Descriptive materials accompanying the object which explain or depict its use,
  - i. National or local advertising concerning its use,
  - j. The manner in which the object is displayed for sale,
  - k. Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products,
  - l. Direct or circumstantial evidence of the ratio of sales of the object or similar objects to the total sales of the business enterprise,
  - m. The existence and scope of legitimate uses for the object in the community,
  - n. Expert testimony concerning its use,
  - o. Where the object has been or is being offered for sale, the manner in which the object is displayed and the number of similar objects displayed.
- C. "Person" means individual, corporation, firm, business trust, estate, trust, partnership or association, or any other legal entity.

**SECTION TWO.** If any provision, clause, sentence, paragraph or word of this ordinance or the application thereof to any person, entity or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are declared severable.

**SECTION THREE.** This Ordinance, being deemed necessary for the immediate preservation of public health, safety and welfare, is hereby declared to be an emergency measure and shall become effective immediately upon its approval by the Mayor.

**Approved: July 7, 2009**

**ORDINANCE #68405  
Board Bill No. 116**

An ordinance providing for additional court costs of up to one hundred fifty dollars (\$150.00) per municipal ordinance violation of Chapters 11.60 and 11.61 of the Revised Code of the City of St. Louis filed before a municipal division judge or associate circuit judge, in which a crime laboratory makes analysis of a controlled substance; providing that such costs shall be collected by the Clerk of the City Courts, and deposited into the City treasury monthly; containing an emergency clause.

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

**SECTION ONE.** It is hereby imposed that the municipal division judge or associate circuit judge may assess an additional court cost of up to one hundred fifty dollars (\$150.00) per municipal ordinance violation of Chapters 11.60 and 11.61 of the Revised Code of the City of St. Louis, in which a crime laboratory makes analysis of a controlled substance. The cost shall be collected by the Clerk of the City Courts and the Clerk shall pay said funds into the City treasury monthly.

**SECTION TWO.** The said additional court costs shall be assessed and collected beginning the first day of the month following the effective date of this ordinance.

**SECTION THREE.** The judge may waive the assessment of the cost in those cases where the defendant is found by the judge to be indigent and unable to pay the cost.

**SECTION FOUR.** This Ordinance, being deemed necessary for the immediate preservation of public health, safety and welfare, is hereby declared to be an emergency measure and shall become effective immediately upon its approval by the Mayor.

**Approved: July 7, 2009**

**ORDINANCE #68406  
Board Bill No. 100**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, establishing a program for the short rental of kiosk space at Lambert-St. Louis International Airport® by adopting the Policy and Criteria for the Letting of Kiosks at Lambert-St. Louis International Airport® (the "Kiosk Program") set out in ATTACHMENT "1" to this Ordinance, which is attached hereto and incorporated herein; authorizing the Director of Airports to fully implement the provisions of the Kiosk Program and, with the Airport Commission's approval, to issue, enter into and execute Airport Kiosk Space Permits as provided for in the Kiosk Program; containing an exclusivity clause; and containing a severability clause.

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

**SECTION 1.** The Board of Aldermen hereby approves and adopts the policy, criteria and procedures providing for the short-term rental of kiosk space at Lambert-St. Louis International Airport® as provided for in the Policy and Criteria for the Letting of Kiosks at Lambert-St. Louis International Airport® (the “Kiosk Program”) and the form of the Airport Kiosk Space Permit, as provided and more fully described in ATTACHMENT “1”, which is attached hereto and incorporated herein.

**SECTION 2.** The Director of Airports or his/her designee (the “Airport Director”) is authorized to fully implement the provisions of the Kiosk Program and, with the approval of the Airport Commission, the Airport Director is authorized to issue, enter into and execute Airport Kiosk Space Permits on behalf of The City of St. Louis, Missouri pursuant to and as provided in the Kiosk Program.

**SECTION 3.** The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the programs, agreements and permits approved or authorized by this Ordinance and shall not be applicable to any other existing or future programs, agreements or permits unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of The City of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the programs, agreements or permits approved or authorized by this Ordinance.

**SECTION 4.** The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining parts of this Ordinance.

**APPENDIX “A”  
SAMPLE PERMIT**

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**



**Name**

**Kiosk  
Space Permit**

AL#-XXX

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AL#-XXX

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®  
RETAIL SALES KIOSK SPACE PERMIT

The City of St. Louis ("City") hereby grants to \_\_\_\_\_ ("Permittee") permission to occupy and use the kiosk and kiosk space ("Space") described below at Lambert-St. Louis International Airport® ("Airport") under the terms and conditions of this Kiosk Space Permit ("Permit").

SECTION 1  
SPACE

101. SPACE. The Space for which occupancy and use is granted is shown on the attached **Exhibit "A"** (the "Space," which is incorporated herein) and is more fully described as an Airport kiosk space not to exceed **150 square feet**, including the kiosk (25 square feet). The Director of Airports ("Director"), on behalf of the City, may relocate the Space as may be reasonably required in the sole opinion of the Director. Such changes shall be made at the sole expense of Permittee, and the City shall not be liable or responsible for any loss whatsoever including, without limitation, any inconvenience or loss by Permittee of work time, profit or business resulting from such changes including, without limitation, actual, incidental, consequential or special damages.

Permittee accepts the Space "**AS IS**" with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives. The City without limitation expressly disclaims and negates, as to the Space: any implied or expressed warranty of merchantability; any implied or expressed warranty for a particular purpose; and any implied or expressed warranty with respect to the Space or any portion thereof.

102. USE. The Space is to be used only for retail sales of \_\_\_\_\_ from a kiosk, subject to and in accordance with the terms, covenants and conditions of this Permit. This Permit does not grant the use of any parking area by Permittee unless specifically granted. No storage will be permitted on the exterior areas of the Space. The Permittee shall have no right to perform any service or offer for sale any products, or engage in any other business or commercial activities on the Airport that are not specifically granted under this Permit.

All deliveries to or pick-ups from the Airport terminal buildings by Permittee or its agents will be through the West Terminal delivery dock at the west end of the lower level; or the East Terminal delivery dock at the east end of the lower level.

103. ACCESS. Subject to the terms, covenants and conditions of this Permit, Permittee has the right of free access, ingress to and egress from the Space, for Permittee's employees, agents, guests, patrons and invitees.

SECTION 2  
TERM

201. TERM. The term of this Permit, which shall be no more than one (1) year, begins on \_\_\_\_\_ and ends on \_\_\_\_\_ unless sooner terminated in accordance with other provisions of this Permit.

The Permittee may terminate this Permit without cause by giving a 30-day notice to the City with no liability to the Permittee and such termination shall be deemed a no-fault cancellation; provided that the Permittee is not then in default of any term, covenant, or condition of this Permit.

202. SURRENDER OF POSSESSION. No notice to quit possession at the expiration date of the term of this Permit shall be necessary. Permittee covenants and agrees that at the expiration date of the term of this Permit, or at the earlier termination hereof, it will peaceably surrender possession of the Space in as good condition as that existing at the time of Permittee's initial entry upon the Space under this Permit or any preceding permits, reasonable wear and tear, acts of God, and other casualties excepted, and the City shall have the right to take possession of the Space with or without due process of law.

SECTION 3  
FEES & RENTALS

301. SPACE RENTAL PAYMENT. Permittee shall pay in advance to City a monthly rental fee of Two Thousand Dollars (\$2,000), (the "**Space Rental Payment**"). The Space Rental Payment shall be paid on or before the first day of each month of the term of this Permit as invoiced by City. Permittee shall be deemed delinquent, if the Space Rental Payment remains unpaid as of the fifth day of the month. This Permit may be terminated for cause by the City if the Space Rental Payment remains unpaid as of the 15th day of the month.

In addition to the Space Rental Payment, upon commencement, Permittee shall pay a deposit to the City in the amount of Three Thousand Dollars (\$3,000), (the "**Deposit**") to ensure and guarantee the Permittee's performance of all of its obligations under this Permit. The Deposit shall not be used or credited by the Permittee towards the last payment due and payable. Upon performance of all its obligations under this Permit including without limitation, the submission of required reports, the entire Deposit shall be refunded within ninety (90) days following the expiration or early termination of this Permit.

302. ADDITIONAL FEES, CHARGES AND RENTALS. Permittee shall pay additional fees, charges and rentals under the following conditions:

- A. If the City has paid any sum or sums or has incurred any obligation or expense for which Permittee has agreed to pay or reimburse the City for; or
- B. If the City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect or refusal of Permittee to perform or fulfill any of the terms, covenants or conditions of this Permit.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally a part of the basic fees, charges and rentals, as set forth herein.

For all purposes under this paragraph, and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum or sums by the City for any work done or material furnished shall be prima facie evidence against Permittee that the amount of such payment was necessary and reasonable.

303. PROMPT PAYMENT OF TAXES AND FEES. Permittee warrants, covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses (municipal, state or federal), required for the conduct of its business at and upon the Airport, and further warrants, covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

304. REPORTS. Permittee shall submit to the City by the 15th day of the second and each succeeding month an accurate statement of Gross Receipts in a format approved by the Director. Permittee shall document in a manner satisfactory to the Director the specifics of all refunds deducted from Gross Receipts. This statement shall separately state Gross Receipts for sales by Airport location and be certified as accurate by an officer of the Permittee. The final statement of Gross Receipts shall be due by the 15th day of the month following expiration of this Permit or early termination thereof. Gross Receipts, as it pertains to this permit, shall mean the total revenues from all sources and all types at the Airport under this permit and any derivative thereof performed by Permittee, its subcontractors, subsidiaries, associated companies or otherwise, regardless of the point of origin or delivery of the order.

#### SECTION 4 IMPROVEMENTS & ALTERATIONS

401. MECHANICS' AND MATERIALMEN'S LIENS. Permittee agrees not to permit any mechanics' or materialmen's or any other lien or encumbrance to be attached or foreclosed upon the Space or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason.

402. CONSTRUCTION BY PERMITTEE. Permittee may not improve or alter the Space or its surrounding area in any way whatsoever.

403. SIGNS. Permittee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Space exposed to the public without prior written approval of the Director and that such signs shall conform to reasonable standards established by the Director with respect to wording, type, size, design, color and location.

#### SECTION 5 USE OF SPACE

501. COMPLIANCE WITH LAWS AND REGULATIONS. Permittee shall comply with all Rules and Regulations which the Director may establish from time to time. In addition, Permittee shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, City, local and other governmental authorities, now or hereafter applicable to the Space or to any adjoining public ways, as to the manner of use or the condition of the Space or of adjoining public ways.

502. MAINTENANCE. Permittee shall perform the following functions as part of its responsibilities in the maintenance of the Space. The following list includes certain functions but Permittee's responsibilities are not limited to those functions:

- A. Perform custodial services daily, keeping all equipment and fixtures in good repair and appearance, and free from all fire and other hazards to persons and property.
- B. Repair all damage to the Space and the Airport when such damage results from the careless or negligent acts of Permittee or Permittee's agents or employees.
- C. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with standards established by the Director applicable to all Airport tenants.
- D. Keep the Space free of all pests, providing such pest control services as required.

503. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. The City and its authorized officers, agents, employees, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with

as little interruption of Permittee's operations as is practicable) to enter upon and in the Space to inspect such Space to determine whether Permittee has complied and is complying with the terms, covenants and conditions of this Permit.

504. UTILITIES. Permittee is limited to the ambient air flow available in and around the location of the Space. The City permits access to and use of one duplex outlet for electrical service for a monthly fee of \_\_\_\_\_ Dollars (\$\_\_\_) due and payable on the first day of the month.

Permittee shall provide and pay all other utilities it requires. The City shall not be liable to Permittee for any damages, cost or losses of any kind whatsoever due to the interruption of any utility service including, without limitation, any actual, consequential, special or incidental damages or losses.

#### SECTION 6 INSURANCE, DAMAGE & INDEMNIFICATION

601. LIABILITY INSURANCE. Permittee shall obtain (at its sole expense and maintain at all times during the term of this Permit) liability insurance on an occurrence basis, against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or the omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees, pursuant to this Permit under Comprehensive General Liability.

The minimum limits of coverage for the above classes of insurance shall equal a combined single limit of One Million Dollars (\$1,000,000) comprised of such primary and excess policies of insurance as Permittee finds necessary to purchase during the term of this Permit.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, the City and its Board of Aldermen, Airport Commission, officers, agents and employees shall be named as an "Additional Insured". Such liability insurance coverage shall also extend to damage, destruction and injury to the City-owned or leased property and City personnel, caused by or resulting from work, acts, operations, or omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees. In addition such insurance shall include contractual liability insurance sufficient to cover Permittee's indemnity obligation hereunder. The City, its officers, agents and employees shall have no liability for any premiums charged for such coverage, and the inclusion of the City and its Board of Aldermen, Airport Commission, officers, agents and employees as an Additional Insured is not intended to, and shall not make the City, its officers, agents and employees a partner or joint venture partner with Permittee in its operations hereunder.

602. WORKERS' COMPENSATION. Permittee (at its sole expense), at a minimum, will obtain and maintain, at all times during the term of this Permit for its employees working on Airport premises, Workers' Compensation insurance coverage at the statutory limits applicable to Permittee's operations in the State of Missouri.

603. CONTENTS OR OTHER INSURANCE. Permittee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Permittee owned property or equipment. The City shall not be required or obligated to provide such insurance coverage or be responsible or liable for the payment of Permittee's cost for such insurance.

604. WAIVER OF SUBROGATION. Permittee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from the City, its Board of Aldermen, Airport Commission, officers, agents and employees for loss or damage to Permittee or its property or the property of others under Permittee's control, to the extent that such loss is covered by valid insurance policies or could be covered by an "All Risk" physical coverage property insurance policy. Permittee shall provide notice of this waiver of subrogation to its insurers.

605. EVIDENCE OF INSURANCE. Certificates, or other evidence of insurance coverage and special endorsements required of Permittee in this Section, shall be delivered to the Director in form and content satisfactory to the City.

At least 15 days prior to the expiration of any such policy, Permittee shall submit to the Director a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Permittee shall within 15 days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Director, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by the City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered or canceled by the insurer during its term without first giving a 30-day notice to the Director. Each such insurance policy shall also provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and in such circumstances the City's policy will be excess over Permittee's policy.

606. INDEMNIFICATION. Permittee shall protect, defend, and hold St. Louis County, the City, its Board of Aldermen, Airport Commission, officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Permit and/or the use or occupancy of the Space and/or the acts or omissions of Permittee's officers, agents, employees, contractors, subcontractors, licensees, independent contractors or invitees regardless of where

the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the City. The Director or his/her designee shall give to Permittee reasonable notice of any such claims or actions. The Permittee shall also use counsel reasonably acceptable to the City Counselor of the City or his/her designee, after consultation with the Director or his/her designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Permit.

607. OCCUPANCY OF SPACE. Permittee agrees that it will not permit any act of omission or commission or condition to exist on the Space which would increase the premium rate of insurance thereon or on the terminal or invalidate any such insurance.

#### SECTION 7 ASSIGNMENT & SUBLETTING

701. ASSIGNMENT AND SUBLETTING. Permittee shall not assign or transfer this Permit. Permittee shall not sublet the Space or any portion thereof and/or subcontract or transfer any part of the services to be performed hereunder, except as may be necessary to comply with the ACDBE participation goal described in Section 8 of this Permit. Prior to any contemplated subletting of the Space or subcontracting of this Permit, Permittee must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract or granting of rights acquired hereunder shall be subject to the review and written approval of the Director. Such sublease or subcontract, however, must require at a minimum: (i) strict compliance with all provisions of this Permit; (ii) a provision that the subpermittee or subcontractor will use the facilities solely for the purposes identified in this Permit; (iii) a provision ensuring that all services are available during the hours of operation required in this Permit; (iv) a provision providing that all terms of the subpermit are subject to and subordinate to the provisions of this Permit; and (v) a provision that the term of the subpermit shall expire immediately at the expiration or early termination of this Permit.

The parties understand and agree that Permittee is responsible for the performance of its assignees, sub-permittees, and subcontractors under this Permit. Permittee agrees to initiate and take all corrective action should a subcontractor or sub-permittee fail to comply with its contract with the Permittee or any provision of this Permit. No subcontract, subpermit, or other agreement shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved subcontract, subpermit, or agreement as provided for above. Any such assignment or transfer or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, shall constitute a default on the part of Permittee under this Permit, and the City may terminate this Permit for cause as provided in Section 9 below. No action or failure to act on the part of any officer, agent or employee of the City shall constitute a waiver by the City of this provision.

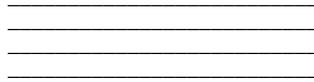
#### SECTION 8 AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

##### 801. Compliance.

- A. Concessionaire agrees as a condition hereunder to meet a minimum ACDBE participation goal of not less than 15% participation in the ownership, management and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal shall be measured as a percentage of total Gross Receipts. The goal remains in effect throughout the term of the Permit and credit toward the ACDBE goal will only be given for the use of Missouri Regional Certification Committee (MRCC) certified ACDBEs.
- B. In the event Permittee's ACDBE participation fails to meet the goal or comply with applicable federal regulations, Permittee shall be required to perform the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought and continue until the ACDBE goal is reached by Permittee.
- C. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Permittee or contractor agrees that it will not discriminate against any business owner because of the owner's race, creed, color, religion, sex, national origin or ancestry in connection with this Permit. Permittee or contractor agrees to include the above statements in any subsequent Permit or contract that it enters and cause those businesses to similarly include the statements in further agreements.
- D. Permittee shall operate its Space in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. Permittee shall also comply with any City of St. Louis executive orders, resolutions or ordinances enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Permit.

#### SECTION 9 MISCELLANEOUS

901. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed to the Director of Airports, St. Louis Airport Authority, 10701 Lambert International Boulevard, P.O. Box 10212, St. Louis, Missouri, 63145, with a copy to the Airport Properties Division Manager at the same address. All notices, demands and requests by the City to Permittee shall be sent by certified mail, return receipt requested, addressed to:



The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. The effective date of service of any such notice shall be the date such notice is mailed to Permittee or said Director.

902. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM. Permittee hereto understands and agrees that, in operation and use of Airport, shall not on the grounds of race, creed, color, religion, sex, national origin or ancestry, discriminate or permit discrimination against any person or group of persons while performing under this Permit. Permittee agrees that in performing under this Permit, neither it nor anyone under its control will permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, national origin or ancestry.

903. NO PERSONAL LIABILITY. No Alderman, Commissioner, Director, officer, agent or employee of either party shall be personally liable under or in connection with this Permit.

904. FORCE MAJEURE. Neither the City nor Permittee shall be deemed in violation of this Permit if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible and which is not within its control.

905. AGREEMENTS WITH THE UNITED STATES. This Permit is subject and subordinate to the provisions of any agreements heretofore made between the City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time.

906. GOVERNING LAW. This Permit shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the City's Charter and ordinances, as they may be amended from time to time.

907. REQUIRED APPROVALS. When the consent, approval, waiver or certification (“**Approval**”) of other party is required under the terms of this Permit, such Approval shall be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. Whenever the approval of the City, or the Director, or of Permittee is required herein, no such approval shall be unreasonably requested or withheld.

908. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waiver must be in writing and signed by the party waiving.

909. INVALID PROVISIONS. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or Permittee in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Permit.

910. ENTIRE AGREEMENT. This Permit, together with all exhibits attached hereto, constitutes the entire Permit between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Permit may be amended only in writing and executed by duly authorized representatives of the parties hereto.

911. ADVERTISING. Permittee shall have no right to use the trademarks, symbols, trade names or name of the Airport or Space, either directly or indirectly, in connection with any production, promotional service or publication without the prior written consent of the Director.

912. CONFLICTS BETWEEN TENANTS. In the event of a conflict between Permittee and any other tenant, licensee, permittee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Permittee agrees to be bound by such decision. All determinations by the Director are final.

913. AMERICANS WITH DISABILITIES ACT (ADA). Permittee shall be responsible for compliance with the Federal ADA, plus other federal, state, or local laws or regulations and the City Ordinances pertaining to the disabled individual having access to Permittee's services.

914. TIME IS OF THE ESSENCE. Time is of the essence in this Permit. The parties agree that time shall be of the essence in the performance of each and every obligation and condition of this Permit.

915. ACKNOWLEDGMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Permit. As such, the terms of this Permit shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Permit or any amendments, modifications or exhibits thereto.

916. SECURITY PLAN AND FACILITIES. Permittee hereby acknowledges that the City is required by the Transportation Security Administration ("TSA") regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. The City has met said requirements by developing a master security plan for the Airport, and Permittee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Permittee's exercise of the privileges granted to Permittee hereunder. Permittee will, within 30 days of the City's request, reimburse the City for all fines or penalties imposed upon the City by the TSA or the Federal Aviation Administration ("FAA") resulting from Permittee's negligence or failure to act in relation to TSA regulation 1542 or any other applicable airport security regulations.

917. ENVIRONMENTAL NOTICE. Permittee shall promptly notify the Director of: any change in the nature of the Permittee's operations on the Space that will materially and/or substantially change the Permittee's or the City's potential obligations or liabilities under the environmental laws; or the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge; or a civil or criminal action before a judicial tribunal alleging a violation of any environmental law in connection with Permittee's operations on the Space.

918. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of the City and Permittee specified in this Permit are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto.

919. CONDITIONS OF DEFAULT. This Permit shall be considered in default when the Permittee or the City fail to fulfill any term, covenant, or condition of this Permit, and such default shall be considered a material breach of this Permit for which the City or the Permittee (as the case may be) may terminate this Permit and/or seek other remedies at law or in equity.

920. TERMINATION PROCEDURES FOR CAUSE. No termination for cause by the City or Permittee shall be effective unless and until not less than fifteen (15) days have elapsed after written notice by the party terminating this Permit to the non-terminating party, specifying the date and cause of termination. The effective date of the termination for cause shall be the date specified in said notice in accordance with this Section 920, unless timely cured.

921. NOT A LEASE. This Permit is not a lease, and the right to use the Space is entirely dependent upon the rights and privileges granted hereunder. Permittee will in no instance be deemed to have acquired any possessory rights against the City or the Space or be deemed to be a tenant of the City.

922. PREVAILING WAGE. Permittee shall, as a condition of this Permit, include in all service contracts pertaining to the Space, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor, in accordance with and subject to City Ordinance No. 62124.

923. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Permit shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

924. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions or requirements of this Permit, as may be reasonably required to enable the City to obtain said FAA funds.

925. RIGHT TO AUDIT. City, or its duly appointed agents or auditors, reserves the right to audit Permittee's, subcontractor's or others doing business under this Permit, books, records, and receipts at any time for the purpose of verifying Gross Receipts or Permittee's compliance with or its performance of the terms, covenants, conditions and provisions of this Permit.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year last written below.

PERMITTEE BY:

ATTESTED TO BY:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

FEDERAL TAX ID# \_\_\_\_\_



**ORDINANCE #68407**  
**Board Bill No. 103**  
**Committee Substitute**

An ordinance establishing a Gateway Mall Advisory Board and providing for its membership, authority and responsibilities.

**WHEREAS**, in 2007 the Gateway Foundation, at the urging of Mayor Francis Slay, worked with a number of planners and development professionals and the Planning and Urban Design Agency to develop the "St. Louis Gateway Mall Master Plan" for the Gateway Mall area;

**WHEREAS**, the City contemplates finalizing the 2007 St. Louis Gateway Mall Master Plan and presenting it for approval to the Planning and Urban Design Commission pursuant to Chapter 3.48 of the City Code; and

**WHEREAS**, the establishment of a Board to perform certain functions with respect to implementation of the Gateway Mall Master Plan is desirable;

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

**Section One.** There is hereby established a Gateway Mall Advisory Board.

**Section Two.** The membership and terms of office of members of the Gateway Mall Advisory Board shall be as specified in Exhibit A hereto, incorporated herein by this reference.

**Section Three.** The appointments of members of the Gateway Mall Advisory Board by the Mayor, other than ex officio members, shall be subject to the approval of the Board of Aldermen by resolution.

**Section Four.** The Gateway Mall Advisory Board shall have the authority and responsibilities set forth in Exhibit B hereto, incorporated herein by this reference.

**Section Five.** The requirement of Article Eight, Section Twelve of the City Charter, that all City officers not excepted by such section or by ordinance devote full time to their duties of their office, shall not be applicable to the members of the Gateway Mall Advisory Board.

**Exhibit A**  
**GATEWAY MALL ADVISORY BOARD: MEMBERSHIP**

The following members shall be appointed by the Mayor, subject to the approval of the Board of Aldermen:

1. A designee of the St. Louis Public Library;
2. Four representatives of businesses with physical locations adjacent to the Gateway Mall;
3. A real estate developer with one or more projects adjacent to the Gateway Mall;
4. A representative of the Downtown St. Louis Residents' Association;
5. A representative of an organization which has conducted a festival or other special event in the Gateway Mall within two (2) years prior to appointment;
6. An architect or landscape architect;
7. A representative of a public arts organization or agency;
8. A person with expertise in urban sustainability;
9. A person appointed at large; and
10. Two persons, one designated by each of the Aldermen of Wards Six and Seven, respectively; after revision of ward boundaries, one person designated by the aldermen of any ward in which any part of the Gateway Mall is located.

The following members shall serve ex officio:

1. The Chairman of the Parks and Environmental Matters Committee of the Board of Aldermen or his designee;
2. The Aldermen of Wards Six and Seven or their designees; after revision of ward boundaries, the aldermen of any ward in which any part of the Gateway Mall is located, or their designees;

3. A representative of the Planning and Urban Design Agency;
4. A representative of the Department of Parks, Recreation and Forestry designated by the Director of that department;
5. The Special Events Program Executive;
6. The Soldiers Memorial Superintendent;
7. A designee of the Partnership for Downtown St. Louis; and
8. A designee of the Gateway Mall Conservancy.

The terms of all the ex-officio members shall correspond to their respective official terms. Of the members appointed by the Mayor, three shall be appointed initially for terms of one year, four for terms of two years, four for terms of three years and four for terms of four years. All members thereafter shall be appointed for terms of four years. No member appointed by the Mayor shall be an officer or employee of the City or of any political subdivision thereof. All members shall have one vote on the Board.

**EXHIBIT B  
RESPONSIBILITIES AND AUTHORITY OF THE GATEWAY MALL ADVISORY BOARD**

1. Monitor the implementation of the Master Plan and provide ongoing community input about Gateway Mall. "Master Plan" as used herein means a Gateway Mall Master Plan as approved by the Planning and Urban Design Agency.
2. Oversee and review compliance with the Master Plan and provide review of proposed modifications to the Plan.
3. Constitute a part of a public review and comment process for major Gateway Mall projects, for consistency with the Master Plan, as specified by the "Project Approval Process" schematic diagram, attached hereto as Exhibit 1.
4. Conduct a public review of any proposed permanent expansion, modification, replacement, relocation, adaptive re-use, or removal of existing buildings, roads, parking lots, paths, recreation areas or natural areas within the Gateway Mall ("Proposed Physical Changes"). No City board (including but not limited to the Boards of Estimate and Apportionment, Aldermen and Public Service) commission, agency, or department shall take any action upon any proposed ordinance, contract, permit, appropriation, or other form of authorization of a Proposed Physical Change, until a public review has been conducted. Such public reviews shall be conducted within thirty days after they are initiated. The Gateway Mall Advisory Board ("Board") may initiate a public review by written notice to the Director of Parks, Recreation and Forestry (the "Director") that it is doing so. The Director may initiate a public review by written notice to the Board to conduct a public review including full particulars concerning the Proposed Physical Change. In conducting such review, the Board may provide opportunities for citizen involvement and public input as it deems necessary. After completing such review, the Board shall promptly report to the Mayor, the Director, and the public whether the Board finds:
  - i) the Proposed Physical Change is significant or minor;
  - ii) the Proposed Physical Change is consistent or inconsistent with the Master Plan, or, is not addressed by the Master Plan; and
  - iii) if the Proposed Physical Change is not addressed by the Master Plan, whether the Board considers the Proposed Physical Change beneficial to the Gateway Mall, or not beneficial to the Gateway Mall, with stated reasons.

The Board in its reports may address such other matters or findings as it believes will assist the public to evaluate the proposals which are reported on.
5. Keep the public informed and advised of matters relating to the Master Plan.
6. Perform such other functions and take such other actions as are consistent with its responsibilities and authority as stated in paragraphs 1 to 5, inclusive.
7. The Board is not authorized and shall not have power to amend or change the Master Plan. The Board may recommend changes to the Master Plan for consideration by the Planning and Urban Design Agency.
8. The Board is authorized to reasonably request of, and shall receive from, the Director, meeting space, clerical assistance from time to time, and supplies. The Director's obligation to comply with such requests is subject to Departmental budgetary limitations as determined by him in good faith.
9. The Director shall on an ongoing basis provide to the Board, with or without request from the Board, information necessary and appropriate for the Board to consider in carrying out its responsibilities under paragraphs 1 to 7 inclusive. The Board shall receive from the Director any public reports prepared or received by department personnel relating to or concerning Gateway

Mall.

10. The Board may request and upon such request shall promptly receive information from the Director concerning plans of the City affecting the Gateway Mall.

11. The Board shall meet at least once in each calendar quarter after public notice as required by law and as determined by the Board.

12. The Board shall select officers and adopt rules for the conduct of its business, consistent with any applicable law, including but not limited to Chapter 610 and section 105.452 RSMo. 2000 as amended. The Board shall keep detailed minutes of its meetings and proceedings and maintain files of its correspondence and communications. The Board may adopt rules and procedures, consistent with applicable law, which it believes appropriate concerning records of communications to Board members and disqualification of members from voting on matters originated by the group, organization, institution, person, or entity which nominated them, or, in the case of ex officio members other than aldermen, the organization or City office in which they are employed.

**Approved: July 15, 2009**

**ORDINANCE #68408**  
**Board Bill No. 119**  
**Committee Substitute**

An ordinance, recommended by the Board of Estimate and Apportionment, ratifying the actions of the Mayor of the City of St. Louis, in submitting, on behalf of the City, a Substantial Amendment to the 2008 Consolidated Plan to the United States Department of Housing and Urban Development ("HUD") as required to apply for funding under the Federal American Recovery and Reinvestment Act ("ARRA") Community Development Block Grant Program ("CDBG-R"), authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of 2008 CDBG-R funds, appropriating the sum of Five Million Three Hundred Thirty Three Thousand Three Hundred Forty Eight Dollars (\$5,333,348) which additional amount the City has been allocated for the 2008 Program Year, authorizing and directing the Director of the Community Development Administration ("CDA") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of CDBG-R funds, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

**WHEREAS**, the City received a notice on May 6, 2009, that 2008 CDBG-R funding ARRA would be available to the City and that in order to receive these funds the City was required to submit to HUD a Substantial Amendment to its 2008 Consolidated Plan no later than June 5, 2009; and

**WHEREAS**, following the passage of Resolution #57 by the St. Louis Board of Aldermen listing projects to be funded with CDBG-R and approving such projects for submission to HUD for CDBG-R funding, the Mayor of the City of St. Louis, on behalf of the City, submitted to HUD the required Substantial Amendment to the 2008 Consolidated Plan on June 5, 2009, and

**WHEREAS**, the 2008 CDBG-R Entitlement is Five Million Three Hundred Thirty-Three Thousand Three Hundred Forty-Eight Dollars (\$5,333,348); and

**WHEREAS**, the City has identified certain known appropriation needs as summarized in Exhibit A, and the City desires to appropriate the CDBG-R Entitlement Funds for these needs.

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

**Section One.** The July 5, 2009, submission to the Department of Housing and Urban Development of a Substantial Amendment to the City's 2008 Consolidated Plan in order to make application for the 2008 CDBG-R Entitlement Program by the Mayor of the City of St. Louis, acting on behalf of the City, is hereby ratified.

**Section Two.** There is hereby appropriated the sum of Five Million Three Hundred Thirty-Three Thousand Three Hundred Forty-Eight Dollars (\$5,333,348) of CDBG-R funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements, on behalf of the City, which are necessary to carry out the City's CDBG-R program and to expend said funds for the purposes and in the amounts specified in Exhibit A attached hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of CDA is also authorized, with the approval of the Board of Estimate and Apportionment and the Alderman in whose ward a project is located, as applicable, to make changes in the purposes and amounts specified in Exhibit A attached hereto.

**Section Three.** This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of principal and interest on public debt and for the current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

68408

CDBG-R--Activity Data Spreadsheet

EXHIBIT A TO BOARD BILL NO. 119CS

		Jurisdiction/Grantee Name: City of St. Louis, MO		CDBG-R Formula Grant Amount: \$5,333,348	Date: 7/1/09		
WARD	Activity Number	Activity Name/ Operating Agency	Activity Description	National Objective Citation	CDBG-R Project Budget (\$)	Other Leveraged/ Funding (\$)	Total Activity Budget
1	1	UJAMAA Education, Arts and Economic Empowerment Center/ UJAMAA Community Development Corp.	Renovation of former police station as community/skills training center for underserved neighborhood.	570.208(a)(1)(i)	\$260,000	\$1,240,000	\$1,500,000
2	2	AmericaSCORES St. Louis-Nance School/ AmericaSCORES	After-school program aimed at students ages 8-11 combining sports with improving language skills.	570.208(a)(2)(i)	\$25,000	\$58,500	\$83,500
2	3	Food Recovery & Neighborhood Reinvestment/ Catholic Charities	Create local center for farmers produce, commercial produce, network of families, train youth, at existing social service center.	570.208(a)(1)(i)	\$38,000	\$52,000	\$90,000
3	4	Salisbury Streetscape Improvements Phase II/ Board of Public Service	Streetscape enhancements on Salisbury Street segment between 11th Street and North Florissant.	570.208(a)(1)(i)	\$262,500	\$987,500	\$1,250,000
4	5	Tandy Park Improvements/ PHL Inc. and/or Dept. of Parks, Recreation & Forestry and/or Board of Public Service	Concession stand, comfort station and/or storage building as part of major upgrade of park designed to serve distressed community and spur physical development.	570.208(a)(1)(i)	\$100,000	\$50,000	\$150,000
4	6	S. Moore Senior Estates RCDC Phase I/ Ranken Community Development Corporation	Phase I of single-family new home construction for sale to low and moderate income households built in part by carpentry students at technical institute.	570.208(a)(3)	\$150,000	\$300,000	\$450,000
5	7	Solomon Homes/ North Grand Neighborhood Services	Construction of up to three affordable homes for low to very-low income first-time homebuyers.	570.208(a)(3)	\$170,000	\$210,000	\$380,000
6	8	Aloe Plaza Lighting/ Dept. of Parks, Recreation & Forestry	Replace lighting at fountain in historic plaza.	570.208(b)(1)(i)(ii)	\$180,000	\$33,000	\$210,000
7	9	Laclede's Landing Cobblestone and Streetscape/ St. Louis Development Corporation	Complete design/bid documents and complete construction on one-block pilot project for renovation of cobblestone streets, the condition of which now poses a safety hazard to pedestrians, people with disabilities and vehicles, and, if funds permit, adjacent ROW improvements.	570.208(b)(1)(i)	\$200,000	\$0	\$200,000
8	10	South Grand CID Parking Improvements/ South Grand Community Imp. District	Create badly-needed surface parking lot to support the South Grand business district.	570.208(a)(1)(i)	\$100,000	\$400,000	\$500,000
8	11	Shaw Abandoned/Foreclosed Reoccupancy Assistance/ St. Margaret Housing Corporation	Addresses issues with abandoned and/or foreclosed properties with acquisition, rehabilitation and/or new construction.	570.208(a)(1)(i)	\$100,000	\$200,000	\$300,000
9	12	Benton Park Comfort Station Renovation/ Board of Public Service	Accessibility and other upgrades and restoration of restrooms and community activity room and security enhancements.	570.208(a)(1)(i)	\$105,000	\$195,000	\$300,000
9	13	Improvements to Minniewood, Cherokee and/or Lyons Parks/ Department of Parks, Recreation & Forestry	Various improvements that may include restoration or replacement of perimeter fencing, sidewalk replacement, bleacher replacement, park bench and drinking/other fountain replacement.	570.208(a)(1)(i)	\$133,000	\$0	\$133,000
11	14	Carondelet Connector Greenway Design/ Metro Parks & Recreation District/ Great Rivers Greenway	Design of bicycle/pedestrian greenway linking major intersection to shopping center, "replex" and Carondelet Park.	570.208(a)(1)(i)	\$100,000	\$301,000	\$401,000
13	15	Morganford Streetscape/ Board of Public Service	Accessible sidewalks, landscaping and parking improvements on a portion of the Morganford segment between Holly Hills and Walsh.	570.208(a)(1)(i)	\$300,000	\$100,000	\$400,000
15	16	Green Alleys--Utah between Grand/Gustine/ Board of Public Service	Pilot project to replace minimum of one (1) block of alley paving with pervious paving and substrate to slow stormwater runoff and reduce likelihood of combined storm/sanitary sewer overflow.	570.208(a)(1)(i)	\$300,000	\$85,000	\$385,000
17	17	Chouteau Park Phase II/ Department of Parks, Recreation & Forestry	Environmental remediation, site demolition and sidewalk and streetlight installation for a new park in the Forest Park Southeast neighborhood.	570.208(a)(1)(i)	\$150,000	\$470,000	\$620,000
18	18	Kingsway Center/ H-70 Northwest Development Corp.	Construction of building to house an adult day care center and provide permanent office for neighborhood-based organization.	570.208(a)(1)(i)	\$300,000	\$200,000	\$500,000
19	19	Cass Avenue Extension--St. Louis Community College/ Board of Public Service	Public right of way improvements to support new community educational center in North St. Louis.	570.208(a)(1)(i)	\$300,000	\$4,700,000	\$5,000,000
20	20	Pilot Project Sustain Preserve Restore Brick Alleys/ Board of Public Service	Program to restore historic brick alleys instead of patching and repaving with asphalt overlay as cost-effective alternative to new "pervious" pavement for stormwater control.	570.208(a)(1)(i)	\$250,000	\$150,000	\$400,000

68408

CDBG-R--Activity Data Spreadsheet

EXHIBIT A TO BOARD BILL NO. 119CS

		Jurisdiction/Grantee Name: City of St. Louis, MO		CDBG-R Formule Grant Amount: \$5,333,348		Date: 7/1/09	
WARD	Activity #	Activity Name/ Operating Agency	Activity Description	National Objective Citation	CDBG-R Project Budget (\$)	Other Leveraged Funding (\$)	Total Activity Budget
22	21	Arlington Heights/Grove Infrastructure/ St. Louis Development Corporation	Infrastructure improvements to support Phase I of Arlington Heights/Grove residential/commercial development--will include new curbs, sidewalks and landscaping, may include features such as new energy-efficient LED street and/or alley lighting and "rain garden"-like stormwater improvements.	570.208(a)(1)(i)	\$240,000	\$260,000	\$500,000
24	22	Sidewalks Curb Accessibility 1500-1600 Prather/ Board of Public Service	Installation/replacement of sidewalks and accessibility improvements on street--some portions of street have no sidewalks at all.	570.208(a)(1)(i)	\$125,000	\$0	\$125,000
25	23	Meramec Commercial District Streetscape Eco-Lighting/ Board of Public Service	Replacement of energy-inefficient high pressure sodium lights with induction or LED lighting as part of redesign of neighborhood commercial district.	570.208(a)(1)(i)	\$250,000	\$150,000	\$400,000
26	24	Better Family Life Cultural Center/ Better Family Life Inc.	Renovation of historic former public school building to house an array of workforce, social service and cultural activities.	570.208(a)(1)(i)	\$400,000	\$5,600,000	\$6,000,000
27	25	Walnut Park Neighborhood Infrastructure Improvements/ Board of Public Service	Infrastructure improvements in Walnut Park East and/or West to support recovery from high foreclosure and subprime lending impacts.	570.208(a)(1)(i)	\$300,000	\$0	\$300,000
28	26	Taylor Place Playground/ Department of Parks, Recreation & Forestry	New children's playground in neighborhood lacking neighborhood-scale parks.	570.208(a)(1)(i)	\$150,000	\$540,000	\$690,000
CW	27	HUD Five-Year Consolidated Plan/ St. Louis Development Corporation	CDA/SLDC research, public outreach and document preparation necessary to develop, write and submit required plan to U.S. Department of Housing and Urban Development.	570.208(d)(4)	\$244,848	\$0	\$244,848
CW	28	CDA ARRA Administration/ Community Development Administration	Manage and administer CDBG-R program.	570.208(d)(4)	\$100,000	\$0	\$100,000
<b>TOTALS:</b>					<b>\$5,333,348</b>	<b>\$16,278,000</b>	<b>\$21,612,348</b>

**ORDINANCE #68409**  
**Board Bill No. 123**

An ordinance adopted pursuant to Section 105.483 (11) RSMo., reaffirming the provisions of Ordinances 62391, 66691 and 67617 establishing a policy for the disclosure of potential conflicts of interest and substantial interests for certain municipal officials, and containing an emergency clause.

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

**SECTION ONE.** Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

**SECTION TWO.** Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the board of aldermen who has a "substantial personal or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the clerk of the Board and such disclosure shall be recorded in the Journal of the Board of Aldermen. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

**SECTION THREE.** Disclosure Reports. Each elected official, the mayor, the supply commissioner, and the city counselor, and officials or employees authorized to promulgate or vote on rules and regulations with the force of law shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The mayor and the supply commissioner also shall disclose by May 1 for the previous calendar year the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which Page 3 of 5. the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

**SECTION FOUR.** Filing of Reports. a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any such person may supplement their financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement. 2. Each person appointed to an office provided for in Section 3 shall file the statement within thirty days of such appointment or employment; b. Financial disclosure reports giving the financial information required in

Section 3 shall be filed with the Clerk of the Board of Aldermen and with the Secretary of State prior to January 1, 1993. After January 1, 1993, reports shall be filed with the Clerk of the Board of Aldermen and the Missouri ethics commission. The reports shall be available for public inspection and copying during normal business hours.

**SECTION FIVE.** Filing of Ordinance. The city register shall send a certified copy of this ordinance to the Secretary of State's office within ten days of its approval.

**SECTION SIX.** Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

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

**Approved: July 15, 2009**

**ORDINANCE #68410  
Board Bill No. 140  
Committee Substitute**

An Ordinance relating to a Memorandum of Agreement for services provided for the Information Technology Agency for the City, recommended by the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller of the City of St. Louis to enter into and execute a Memorandum of Agreement between the City and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District d/b/a "Metro," hereto attached and substantially in the same form as Exhibit A, which provides for the City to use Metro's information technology services as set forth in Exhibit A; containing a severability and emergency clause.

**Whereas,** the City of St. Louis operates an extensive Information Technology System;

**Whereas,** the Metro operates an extensive information technology system and possesses expertise and equipment that could be utilized by the City which the City does not presently possess.

**Whereas,** cooperation between the City and Metro would be beneficial to the operation of the City's Information Technology Agency.

**Whereas,** pursuant to Sections 70.210-70.325 RSMo municipalities and agencies of the state are authorized to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service;

**Whereas,** the execution and delivery by the City of this Agreement is authorized by Sections 70.210-70.325 RSMo, and has been authorized by City Ordinance No. \_\_\_\_\_ (BB \_\_\_\_\_)

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

**SECTION ONE.** As recommended by the Board of Estimate and Apportionment, the Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City the Memorandum of Agreement, attached and substantially in the same form as Exhibit A and incorporated by reference, between the City and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District d/b/a "Metro."

**SECTION TWO.** The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Memorandum of Agreement and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance after the effective date of this Ordinance.

**SECTION THREE.** The sections, conditions and provisions of this Ordinance or portions thereof shall be severable. If any section, condition or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

**SECTION FOUR.** This ordinance, being necessary for the immediate preservation of the public health and safety, is declared to be an emergency ordinance under Article IV Sections 19 and 20 of the City Charter.

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between THE BI-STATE DEVELOPMENT AGENCY OF MISSOURI-ILLINOIS METROPOLITAN DISTRICT, d/b/a "Metro" ("Metro"), a body politic and corporate organized and existing pursuant to an interstate compact, and the CITY OF ST. LOUIS, MISSOURI ("the City"), a city not within a county organized under the laws of the State of Missouri (hereinafter, these entities

together are the "Parties"). The purpose of this Agreement is to memorialize the terms under which Metro will provide information technology services to the City.

**RECITALS**

1. Beginning on \_\_\_\_\_, Debra S. Erickson ("Erickson"), Metro's Vice President & Chief Information Officer will act as consultant to Technology for the City. Erickson will work for the City in this capacity for a minimum of 20 hours per week.
2. Erickson's services will be provided on City premises in accordance with a schedule to be determined by the Parties. Metro will bill the City at a rate of \$90.00 per hour for such services.
3. Erickson shall provide within two weeks following execution of Agreement a plan for the Information Technology Services Agency including specific deliverables, projects recommendations, and time frame. This plan shall be approved by the appropriate agents of the City.
4. Neither Erickson nor the plan shall in any way decrease the independence or autonomy of the City's Information Technology Services Agency.
5. Upon advance written approval by the City of a "task order", Erickson may utilize other Metro employees to provide additional information technology services to the City on an as needed basis. The City's approval shall include authorization of the hours and the rates per hour agreed upon by the Parties for said task.
6. Any person from Metro who consults with or performs work for the City's Information Technology Services Agency shall at all times remain as an employee of Metro and shall not be considered as the City's agent or as a contract employee of the City.
7. From time to time, as needed, Metro may supply equipment or parts from its own inventory that are needed for the continued operation of the City's computer systems and network, or that are required for the completion of a task order approved by the City. In such an event, the City agrees to replace such equipment or parts in Metro's inventory within two weeks following the date on which such equipment or part was installed onto the City's system.
8. Metro shall bill the City monthly for the information technology services provided during the prior month. All invoices shall include time sheets signed by an authorized representative of the City.
9. Metro shall be entitled to charge, and the City shall be liable to pay, interest on the balance of any invoice or invoices that remains unpaid 60 days following the billing date. The rate of such interest shall be three percentage points above the average predominant prime rate quoted by commercial banks to large businesses, as determined by the Board of Governors of the Federal Reserve System.
10. Either Party may terminate this Agreement at any time by providing the other Party with a 30-day written notice of termination. This Agreement shall terminate no later than 4 months after execution of Agreement.
11. If a Party sends a termination notice at a time when the completion of any task being performed by Metro would require greater than 30 days, and the completion of such task is critical to the continued operation of the City's computer systems and network, the Parties shall agree to the terms upon which said task will be either by completed by Metro, or under which Metro will cooperate with a successor entity to complete the task.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, AND INTENDED TO BE LEGALLY BOUND BY THE OBLIGATIONS AND RESPONSIBILITIES RECITED HEREIN, THE PARTIES INDICATE THEIR AGREEMENT HERETO:**

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
President & CEO  
Bi-State Development Agency of the  
Missouri-Illinois Metropolitan District

**Approved: July 15, 2009**

**ORDINANCE #68411  
Board Bill No.145**

An Ordinance authorizing and directing the Mayor and the Director of Public Safety, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the U. S. Department of Justice, Bureau of Justice Assistance, to fund the Recovery

Act Justice Assistance Program, appropriating said funds and authorizing the Director of Public Safety, upon approval of the Board of Estimate and Apportionment, to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

**SECTION ONE.** The Mayor and the Director of Public Safety are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the U. S. Department of Justice, Bureau of Justice Assistance, to fund the Recovery Act Justice Assistance Program. Said Grant Agreement shall be substantially in words and figures the same as the attached application, which is made part of this Ordinance and is on file in the Register's Office.

**SECTION TWO.** The Mayor and the Director of Public Safety are 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 application and subsequent grant agreement, totaling \$4,188,249.00, in a manner that is consistent with the provisions of said grant application, a copy of which is attached hereto and shall become part of the ordinance.

**SECTION 3.** 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.

**Applicant: City of St. Louis, Missouri**  
**2009 Edward Byrne Memorial Justice Assistance Grant Application**  
**Program Narrative – ATTACHMENT 1**

The St. Louis Department of Public Safety will be responsible for day-to-day grant management, including distribution of funds, monitoring award requirements, submission of required reports including performance measure and program evaluation and assessment as well as fiscal monitoring and reporting. Monitoring procedures will ensure that program benchmarks or goals are being met. No administrative funds are being used to administer this grant.

The \$4,188,249 will be spent within the following program areas over a three year period.

**Objective #1 – Enhanced Prosecution - Circuit Attorney's Drug Task Force:**

With the Byrne/JAG Recovery Act funding, the Circuit Attorney's Office will create a Drug Crimes Taskforce that will concentrate its prosecutorial efforts on chronic drug users, sellers and crimes associated with drug houses. The Drug Crimes Taskforce will consist of four Assistant Circuit Attorneys, one investigator and one support person. In addition to performing all functions of a prosecutor in the Circuit Attorney's Office at their skill level, Assistants assigned to the Drug Crime Taskforce will review, make charging decisions and referrals and otherwise prosecute drug crimes submitted to the Circuit Attorney's Office. By reviewing all drug cases in a concentrated manner, the Taskforce will focus the enforcement efforts of the Circuit Attorney on those offenders who are the chronic sellers and users at the epicenter of drug related crimes in City neighborhoods. The investigator and the support person will assist those Assistants in prosecuting their crimes by locating evidence, running records, checking criminal histories and all other duties necessary to accomplish Taskforce goals.

Performance measures will include:

- Number of cases
- Case Outcomes

**Objective #2 – Community Corrections, Crime Prevention and Mental Health Services and One-Stop Teen Shop at Family Court Juvenile Division:**

The Family Court Detention Center will hire two mental health workers to be assigned to work in the Family Court's Detention Center to cover the maximum hours possible, including weekends and evenings. These workers will interact with juveniles who enter the Detention Center and will be responsible for assessing the mental health and/or behavior needs of these juveniles and attempting to meet those needs through the provision of brief services. Clients with more serious needs may require the coordination of services with the Psychological Services Unit. Funds will also be used to purchase a security camera system for the safety of the youth in the Detention Center. Cameras will be installed in all heavily used sleeping rooms for monitoring of youth to ensure their safety. Security cameras will also upgrade the system the court uses and provide additional coverage outside of the courtrooms as well as outside of the building to enhance safety of clients, employees and visitors to the Court, and alert security staff of possible concerns where intervention can be provided quickly.

The Program Coordinator for the One-Stop Teen Service Center will coordinate, monitor, seek community partners and implement program needs, schedule and in general provide leadership for the staff at the One-Stop Teen Service Center. The Center will be located in a St. Louis City school building which the Board of Education is not currently using and will serve the St. Louis youth starting at age 12. A number of programs managed by different agencies will be operated there, including a curfew/drop-off center, evening reporting supervision, recreation, health services, job training and a GED program. The three Detention Alternative Officers will work to handle the Evening Reporting Center and the Curfew Program. The officers will cover weekend and weekday hours, including evenings and will monitor youth involved in the programs through the use of structured activities. The officers will

maintain communication with the parents/guardians regarding the youth's participation in the programs. The contractual security staff will be committed to providing a safe workplace for all employees and visitors and ensuring compliance with court policies. The security officer will provide security for and monitor those entering the building through the use of a walk-through metal detector, also included in this budget, as well as maintain safety by identifying any potential risks for clients, employees and visitors and providing appropriate intervention during the hours of most need, including evenings and weekends. The walk-through metal detector will enable security staff to identify any potentially dangerous and/or threatening items which will be taken and retained at the security desk. Illegal items shall be confiscated and reported to the St. Louis Metropolitan Police Department.

Funds will also be used to purchase computers, monitors, printers, T1 lines and software licenses for new personnel.

Performance Measures will include:

Provision of Mental Health Services at Juvenile Detention Center:

- Number of assessments
- Number of crisis interventions
- Number of referrals

One Stop Teen Service Center:

- Number of participants in curfew/drop off center
- Number of participants in evening reporting supervision
- Number of referrals for
  - Recreation programs
  - Health Services
  - Job Training
  - GED

**Objective #3 – Technology Improvement – Circuit Attorney's Archival Records System** (to be completed immediately in year 1):

Performance Measures:

- Immediately acquire equipment to facilitate automation of record storage and retrieval through competitive bid process.

**Objective #5 – Youth Empowerment Services:**

Reduce the number of St. Louis youth engaging in at risk behavior associated with gang activity as measured by:

- Youth contacted
- Means of contact (referral)
- Youth assisted directly
- Youth referred to other programs

**Objective 6 – 22nd Judicial Drug Courts**

Provide opportunity for first-time, non-violent felony offenders to become drug-free productive members of the community as measured by:

- Number of participants
- Number of screens
- Number of treatment referrals
- Number of graduates

**Objective 7 – Jail/Court Management Interface (to be completed immediately in year 1)**

Provide an interface (technology improvement) between the Jail Management Information System in the Division of Corrections to the Circuit Courts to provide for real time jail monitoring and enhanced docketing.

**Objective 8 – Enhanced trash violation enforcement and prosecution**

- Number of investigations (referred by citizens, elected officials, other departments)
- Number of arrests
- Charges issued

**CITY OF ST. LOUIS EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION  
- APRIL 2009  
BUDGET AND BUDGET NARRATIVE - ATTACHMENT 2**

The St. Louis Department of Public Safety will be responsible for day-to-day grant management, including distribution of funds, monitoring award requirements, submission of required reports including performance measure and program evaluation and assessment as well as fiscal monitoring and reporting. Monitoring procedures will ensure that program benchmarks or goals are being met. The Federal Grants Section of the City's Comptroller's Office will review and track expenditures, and will be the agency responsible for draw down of funds based on this review. Funds will be accounted for in a separate fund with separate cost centers for each program area to facilitate tracking.

The projects to be funded with this grant are outlined below and include prosecution and court programs, prevention and education programs, community corrections programs, drug treatment and enforcement programs, law enforcement programs, and planning, evaluation and technology improvement.

The City is prepared to begin these projects immediately upon funding approval.

The \$4,188,249 will be spent within the following programs over a three year period:

**Circuit Attorney's Office – Drug Crimes Taskforce**

With the Byrne/JAG Recovery Act funding, the Circuit Attorney's Office will create a Drug Crimes Taskforce that will concentrate its prosecutorial efforts on chronic drug users, sellers and crimes associated with drug houses. The Drug Crimes Taskforce will consist of four Assistant Circuit Attorneys, one investigator and one support person. In addition to performing all functions of a prosecutor in the Circuit Attorney's Office at their skill level, Assistants assigned to the Drug Crime Taskforce will review, make charging decisions and referrals and otherwise prosecute drug crimes submitted to the Circuit Attorney's Office. By reviewing all drug cases in a concentrated manner, the Taskforce will focus the enforcement efforts of the Circuit Attorney on those offenders who are the chronic sellers and users at the epicenter of drug related crimes in City neighborhoods. The investigator and the support person will assist those Assistants in prosecuting their crimes by locating evidence, running records, checking criminal histories and all other duties necessary to accomplish Taskforce goals.

Total budget for this project area:       \$1,120,329

**Budget Narrative: Family Court -Juvenile Division**

The Family Court Detention Center will hire two mental health workers to be assigned to work in the Family Court's Detention Center to cover the maximum hours possible, including weekends and evenings. These workers will interact with juveniles who enter the Detention Center and will be responsible for assessing the mental health and/or behavior needs of these juveniles and attempting to meet those needs through the provision of brief services. Clients with more serious needs may require the coordination of services with the Psychological Services Unit. Funds will also be used to purchase a security camera system for the safety of the youth in the Detention Center. Cameras will be installed in all heavily used sleeping rooms for monitoring of youth to ensure their safety. Security cameras will also upgrade the system the court uses and provide additional coverage outside of the courtrooms as well as outside of the building to enhance safety of clients, employees and visitors to the Court, and alert security staff of possible concerns where intervention can be provided quickly.

The Program Coordinator for the One-Stop Teen Service Center will coordinate, monitor, seek community partners and implement program needs, schedule and in general provide leadership for the staff at the One-Stop Teen Service Center. The Center will be located in a St. Louis City school building which the Board of Education is not currently using and will serve the St. Louis youth starting at age 12. A number of programs managed by different agencies will be operated there, including a curfew/drop-off center, evening reporting supervision, recreation, health services, job training and a GED program. The three Detention Alternative Officers will work to handle the Evening Reporting Center and the Curfew Program. The officers will cover weekend and weekday hours, including evenings and will monitor youth involved in the programs through the use of structured activities. The officers will maintain communication with the parents/guardians regarding the youth's participation in the programs. The contractual security staff will be committed to providing a safe workplace for all employees and visitors and ensuring compliance with court policies. The security officer will provide security for and monitor those entering the building through the use of a walk-through metal detector, also included in this budget, as well as maintain safety by identifying any potential risks for clients, employees and visitors and providing appropriate intervention during the hours of most need, including evenings and weekends. The walk-through metal detector will enable security staff to identify any potentially dangerous and/or threatening items which will be taken and retained at the security desk. Illegal items shall be confiscated and reported to the St. Louis Metropolitan Police Department.

Funds will also be used to purchase computers, monitors, printers, T1 lines and software licenses for new personnel.

Total budget for this project area:   \$1,408,368

**Circuit Attorney's Archival Records System**

The archival records system is composed of a central unit housing the microfilm and PDF processing and 3 satellite scanners for end users and control software to manage the process. State law requires that the majority of the Circuit Attorney's files must be kept



D.	<b>Equipments</b>		222,922	38,000					260,922
E.	<b>Supplies</b>		8,150						8,150
F.	<b>Construction</b>								0
G.	<b>Construction/</b>								0
	<b>Contracts</b>					950,000	25,133	282,000	1,257,133
H.	<b>Other</b>		109,205						109,205
I.	<b>Indirect</b>								0
	<b>TOTAL</b>	1,120,329	1,408,368	38,000	364,419	950,000	25,133	282,000	4,188,249

**BUDGET DETAIL WORKSHEET**

City of St. Louis, Missouri

**Purpose:** The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or the form of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

**A. Personnel** - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<b>Name/Position</b>	<b>Computation</b>	<b>Cost Yr 1</b>	<b>Cost Yr 2</b>	<b>Cost Yr 3</b>	<b>Total</b>
Assistant Circuit Attorney	100% Employee - Salary is \$55,000	55,000	56,100	57,222	168,322
Assistant Circuit Attorney	100% Employee - Salary is \$50,000	50,000	51,000	52,020	153,020
Assistant Circuit Attorney	100% Employee - Salary is \$50,000	50,000	51,000	52,020	153,020
Assistant Circuit Attorney	100% Employee - Salary is \$50,000	50,000	51,000	52,020	153,020
Investigator I	100% Employee - Salary is \$37,000	37,000	37,740	38,495	113,235
Administrative Support	100% Employee - Salary is \$30,000	30,000	30,600	31,212	91,812
Overtime		2,000	2,000	2,000	6,000
<b>Subtotal Circuit Attorney</b>		<b>274,000</b>	<b>279,440</b>	<b>284,989</b>	<b>838,429</b>
Mental Health Worker (Detention Center)	100% Employee - Salary is \$46,280	46,280	47,206	48,150	141,636
Mental Health Worker (Detention Center)	100% Employee - Salary is \$46,280	46,280	47,206	48,150	141,636
Program Coordinator (One Stop Center)	100% Employee - Salary is \$58,110	58,110	59,272	60,457	177,839
Detention Alternative Officer (Family Court)	100% Employee - Salary is \$36,816	36,816	37,552	38,304	112,672
Detention Alternative Officer (Family Court)	100% Employee - Salary is \$36,816	36,816	37,552	38,304	112,672
Detention Alternative Officer (Family Court)	100% Employee - Salary is \$36,816	36,816	37,552	38,304	112,672
<b>Subtotal Family Court - Juvenile Div</b>		<b>261,118</b>	<b>266,340</b>	<b>271,669</b>	<b>799,127</b>
Program Manager I (YES)	100% Employee - Salary is \$50,675	50,674	51,687	52,721	155,082
Program Supervisor (YES)	100% Employee - Salary is \$38,610	38,610	39,382	40,170	118,162
<b>Subtotal Youth Empowerment Services</b>		<b>89,284</b>	<b>91,069</b>	<b>92,891</b>	<b>273,244</b>
<b>GRAND TOTAL SALARIES</b>		<b>624,402</b>	<b>636,849</b>	<b>649,549</b>	<b>1,910,800</b>

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

**City of St. Louis, Missouri**

Benefit computation for all positions is as follows: FICA is .0765 X salary; Health Insurance is \$5100 per employee; Retirement plan is .1095 X salary; Retirement Debt Contribution is .016 X salary; Life insurance is .00358 X salary; Workers' compensation is .0120 X salary; Reserve for 27th pay is .0041 X salary; Overtime X .0765 for FICA.

Name/Position	Computation	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total
Assistant Circuit Attorney	See above	17,294	17,537	17,786	52,617
Assistant Circuit Attorney	See above	16,184	16,407	16,631	49,222
Assistant Circuit Attorney	See above	16,184	16,407	16,631	49,222
Assistant Circuit Attorney	See above	16,184	16,407	16,631	49,222
Investigator I	See above	13,303	13,467	13,634	40,404
Administrative Support	See above	11,750	11,884	12,020	35,654
Overtime	See above	153	153	153	459
<b>Subtotal Circuit Attorney</b>		<b>91,052</b>	<b>92,262</b>	<b>93,486</b>	<b>276,800</b>
Mental Health Worker (Detention Center)	See above	15,359	15,565	15,772	46,696
Mental Health Worker (Detention Center)	See above	15,359	15,565	15,772	46,696
Program Coordinator (One Stop Center)	See above	17,981	18,238	18,501	54,720
Detention Alternative Officer (Family Court)	See above	13,268	13,425	13,591	40,284
Detention Alternative Officer (Family Court)	See above	13,268	13,425	13,591	40,284
Detention Alternative Officer (Family Court)	See above	13,268	13,425	13,591	40,284
<b>Subtotal Family Court - Juvenile Div</b>		<b>88,503</b>	<b>89,643</b>	<b>90,818</b>	<b>268,964</b>
Program Manager I (YES)	See above	16,334	16,558	16,788	49,680
Program Supervisor (YES)	See above	13,659	13,830	14,006	41,495
<b>Subtotal Youth Empowerment Services</b>		<b>29,993</b>	<b>30,388</b>	<b>30,794</b>	<b>91,175</b>
	Subtotal	209,548	212,293	215,098	636,939
<b>Total Personnel &amp; Fringe Benefits</b>		<b>833,950</b>	<b>849,142</b>	<b>864,647</b>	<b>2,547,739</b>

**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meetings, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total
Attorney staff training	National Advocacy Center	Airfare	\$550 x 4	2,200	0	0	2,200
Attorney staff training	National Advocacy Center	Lodging	\$100 x 4 x 5 nights	2,000	0	0	2,000
Attorney staff training	National Advocacy Center	Subsist	\$50/day x 4 x 4.5	900	0	0	900
<b>TOTAL</b>				<b>5,100</b>	<b>0</b>	<b>0</b>	<b>5,100</b>

**City of St. Louis, Missouri**

**D. Equipment** - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total
Archival Records System w/digital format	1 unit @ \$38,000	38,000	0	0	38,000
Security camera system/Detention Center	1 @ \$222,922	222,922	0	0	222,922
<b>TOTAL</b>		<b>260,922</b>	<b>0</b>	<b>0</b>	<b>260,922</b>

**E. Supplies** - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (note: Organization's own capitalization policy may be used for items costing less than \$5,000). Generally, supplies include any materials that are expendable or consumed during the course of the project.

Item	Computation	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total
Computers for personnel - Juvenile (6)	\$700 x 6	4,200	0	0	4,200
Monitors for personnel - Juvenile (6)	\$225 x 6	1,350	0	0	1,350
Printers for personnel - Juvenile (2)	\$325 x 6	650	0	0	650
License for XP Office Pro - Juvenile (6)	\$325 x 6	1,950	0	0	1,950
<b>TOTAL</b>		<b>8,150</b>	<b>0</b>	<b>0</b>	<b>8,150</b>

**F. Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total
<b>TOTAL</b>					<b>0</b>

**G. Consultants/Contracts** - Indicate whether the applicant's formal written Procurement Policy or the Federal Acquisition Regulations are followed.

**Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of the \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total
Subtotal						0

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e. travel, meals, lodging, etc.)

Item	Location	Computation	Cost Yr 1	Cost Yr 2	Cost Yr 3	Total



C.	Travel	5,100
D.	Equipment	260,922
E.	Supplies	8,150
F.	Construction	0
G.	Consultants/Contracts	1,257,133
H.	Other	109,205
	Total Direct Costs	0
I.	Indirect Costs	0
<b>TOTAL PROJECT COSTS</b>		<b>4,188,249</b>

BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Loc... Page 1 of 2



BJA FY 09 Recovery Act Edward Byrne Memorial  
Justice Assistance Grant Program Local Solicitation  
2009-G4567-MO-SB



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<b>APPLICATION FOR FEDERAL ASSISTANCE</b>	<b>2. DATE SUBMITTED</b>	<b>Applicant Identifier</b>
<b>1. TYPE OF SUBMISSION</b>	<b>3. DATE RECEIVED BY STATE</b>	<b>State Application Identifier</b>
Application Non-Construction	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	<b>Federal Identifier</b>
<b>5. APPLICANT INFORMATION</b>		
<b>Legal Name</b>		<b>Organizational Unit</b>
City of St. Louis		Neighborhood Stabilization Team
<b>Address</b>		<b>Name and telephone number of the person to be contacted on matters involving this application</b>
City Hall Room 200 St. Louis, Missouri 63103-2805		Deeken, Charlene (314) 622-3391
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN)</b>		<b>7. TYPE OF APPLICANT</b>
43-6003233		Municipal
<b>8. TYPE OF APPLICATION</b>		<b>9. NAME OF FEDERAL AGENCY</b>
New		Bureau of Justice Assistance
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE</b>		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT</b>
NUMBER: 16.804 CFDA 16.804 - Recovery Act - Justice Assistance TITLE: Grants - Localities		City of St. Louis Justice Assistance Program.
<b>12. AREAS AFFECTED BY PROJECT</b>		
Law enforcement programs. Prosecution and court programs. Prevention and education programs. Community corrections programs. Drug treatment and enforcement programs. Planning, evaluation and technology improvement.		
<b>13. PROPOSED PROJECT</b>		<b>14. CONGRESSIONAL DISTRICTS OF</b>
Start Date: July 01, 2009 End Date: September 30, 2012		a. Applicant b. Project MO03 MO01
<b>15. ESTIMATED FUNDING</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>
Federal	\$4,188,249	

BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Loc... Page 2 of 2

Applicant	\$0	Program has not been selected by state for review
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>
TOTAL	\$4,188,249	
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.</b>		

Continue

**ORDINANCE #68412**  
**Board Bill No. 75**  
**Committee Substitute**

An ordinance pertaining to public works contracts, establishing apprenticeship training, and workforce diversity, and city resident programs for City-funded public works contracts; establishing a Community Jobs Board; containing definitions; containing a severability clause and an effective date.

**WHEREAS**, the City of St. Louis is committed to working in partnership with labor, business and the community to create a skilled workforce that reflects the diversity of the population of City; and

**WHEREAS**, a well-trained, diverse workforce is critical to the economic and social vitality of the City and the region; and

**WHEREAS**, statistical data and other evidence shows that minorities and women are under-represented in the skilled workforce of the construction industry, that such under-representation is due to past discriminatory barriers and that a diversity program is needed to rectify such under-representation; and

**WHEREAS**, the City's public works contracts can provide training and job opportunities as a means to increase the skills and diversity of the construction industry workforce; and

**WHEREAS**, the City is committed to ensuring that employment opportunities on City public works projects are offered to City residents; and

**WHEREAS**, the City is committed to using training that is accepted industry-wide so that the resulting journey-level workers can enter the region's pool of skilled labor, fully qualified for jobs throughout the industry; and

**WHEREAS**, the City is committed to promoting apprenticeship opportunities on public works projects and ensuring that all contractors participate in this requirement.

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

**SECTION ONE.** Definitions. When used in this ordinance:

1. "Labor Hours" shall mean the total number of work hours workers receive as an hourly wages who are directly employed on the site of the public works project. "Labor Hours" shall include hours performed by workers employed by the contractor and all subcontractors working on the project. "Labor Hours" shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

2. "Agency" shall mean the St. Louis Agency for Training and Employment (SLATE).

3. "Minorities" shall mean persons who are citizens or lawful permanent residents of the United States and who:

- a. Have origins in any of the Black racial groups of Africa ("Black Americans");
- b. Have origins in any of the peoples of Mexico, Puerto Rico, Cuba, Central or South America, regardless of race ("Hispanic Americans");
- c. Have origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent or the Pacific Islands ("Asian Americans"); or
- d. Maintain cultural identification through tribal affiliation or community recognition with any of the original peoples of the North American continent; or those who demonstrate at least one-quarter descent from such groups ("Native Americans").

4. "Public Works Contract" shall mean, for the purposes of this Ordinance, a contract for construction work entered into by the Board of Public Service and signed by the President of the Board of Public Service in the name of the City, for which the design team's estimated base value of the contract is One Million Dollars or more.

**SECTION TWO.** Apprenticeship Goal. On each Public Works Contract for which the design team's estimated base value of the contract is One Million Dollars or more, the Agency shall set a goal that a minimum percentage of fifteen percent (15%) of all the contract's Labor Hours are to be performed by apprentices enrolled in any training program approved or recognized by the United States Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship (OA). This goal shall be subject to the waiver provision set forth in Section Seven. Such Apprentices, if they are minorities and/or women, may also be counted towards the goals set forth in Section Three.

**SECTION THREE.** Participation Goals for Minorities and Women. On each Public Works Contract for which the design

team's estimated base value of the contract is One Million Dollars or more, the Agency shall set a goal that 25% of all Labor Hours are to be performed by Minorities and 5% of all contract Labor Hours are to be performed by women.

**SECTION FOUR.** City Resident Participation. On each Public Works Contract for which the design team's estimated base value of the contract is One Million Dollars or more, the Agency shall set a goal that 20% of all Labor Hours are to be performed by persons who reside in the City of St. Louis ("City Residents"). Such City Residents, if they are minorities and/or women, may also be counted towards the goals set forth in Section Three.

**SECTION FIVE.** Implementation and Administration. The Agency shall be responsible for the administration and implementation of this ordinance and shall develop and adopt rules in furtherance of such administration and implementation. Said rules shall set forth a system for monitoring contractors' actual use of apprentices, minorities, women and City Residents. The Agency shall establish contract specification language to implement the apprenticeship goals, the participation goals for minorities and women, and the city resident participation goals, and said language shall be included in all applicable contracts as determined by the Agency.

Pre-Award Conferences ("Conferences") shall be held by the Board of Public Service for General Contractors and Sub Contractors. Conferences shall be for the following purposes: (a) to confirm that the apparent lowest and most responsive bidder is committed to meeting the goals established in the bid solicitation; and (b) to offer to apparent lowest and most responsive bidder the resources of SLATE in consultation with the Construction Prep Center, the Construction Career Academy and ACCESS St. Louis, to assist the bidder and subcontractors in meeting such goals.

**SECTION SIX.** Community Jobs Board. The Mayor of the City of St. Louis with the President of the Board of Aldermen shall appoint a Community Jobs Board with approval from the Board of Aldermen, which shall have nine (9) members. Two (2) members shall be a woman in construction, representative of women in construction; two (2) members shall be minorities in construction, representative of minorities in construction; one (1) member shall be representatives of community organizations; two (2) members shall be representatives of construction labor unions; and two (2) members shall be representatives of construction contractors. The Community Jobs Board shall review and provide feedback to the Agency on the manner in which this Ordinance is implemented and to review the results of the implementation of this Ordinance and provide feedback to the Agency on whether or not this Ordinance is achieving the intended results. The Agency shall provide quarterly reports, including a report of any waivers granted by the Agency during the preceding quarter, to the Community Jobs Board and shall schedule quarterly meetings of the Community Jobs Board. Members of the Community Jobs Board shall serve in staggered two year terms.

**SECTION SEVEN.** Waivers and Exceptions. The Agency is authorized to issue a written waiver or reduction of the goals set forth in Sections Two, Three and Four of this ordinance on specific contracts for one or more of the following reasons:

- A. The Agency determines that the project carries a disproportionately high ratio of material costs to Labor Hours, which does not make the goals economically feasible;
- B. The project is being undertaken in connection with an emergency;
- C. The Agency otherwise determines that a waiver or reduction is appropriate.

Waivers or reductions may be made before or during the bidding process if information related to A, B and C of this section not previously known is brought to the attention of the contracting agency. No waivers shall be granted following the award of a contract unless such contract is terminated and the project is re-bid.

**SECTION EIGHT.** Non-discrimination Policy Requirement. On each public works contract, for which the design teams estimated base value of the contract is one million dollars (\$1,000,000) or more, the agency shall require that all contractors assigned to work have a personnel policy which prohibits discrimination based upon race, color, creed, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or expression.

**SECTION NINE.** Reporting Requirement. The Agency shall furnish an annual report to the Board of Aldermen on or before September 30 of each year for the preceding fiscal year, describing the progress of administering and implementing the requirements of this ordinance.

**SECTION TEN.** Severability Clause. The provisions of this ordinance shall be severable. In the event that any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this ordinance are valid unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**SECTION ELEVEN.** Effective Date. The provisions of this ordinance shall become effective sixty days after its approval by the mayor or sixty days after its adoption over the veto of the mayor. Said provisions shall apply to all Requests for Proposals or bids issued, and contracts awarded pursuant thereto, on or after said sixty day period.

**Approved: July 27, 2009**

**ORDINANCE #68413**  
**Board Bill No. 36**

An ordinance approving a blighting study and redevelopment plan dated November 18, 2008 for the 4163 Green Lea Pl. Redevelopment Area ("Plan") after finding that said Redevelopment Area ("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, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "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 ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if 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 up to fifteen (15) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") 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 the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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; and

**WHEREAS**, this board has considered the "Blighting Study and Redevelopment Plan for the 4163 Green Lea Pl. Redevelopment Area" dated November 18, 2008, consisting of a Title Page; a Table of Contents Page, eighteen (18) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, 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 to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and;

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

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

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

**WHEREAS**, the Plan prescribes 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 placed a public notice in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held

at the time and place designated in that notice 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 Attachment "A", attached hereto and incorporated herein, known as the 4163 Green Lea Pl. Ave. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City 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 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated November 18, 2008 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied all eligible occupants displaced by the Redeveloper(s) ("Redeveloper(s)" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan 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(s)") 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(s) 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, Redeveloper(s) 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, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 Pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City 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(s).

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(s)" as used in this Section shall include successors in interest and assigns.

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

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to fifteen (15) 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 up to 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to 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 two (2) years prior to 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 up to 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 two (2) years prior to the calendar year during which such corporation shall lease such property.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

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 fifteen (15) 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 fifteen (15) 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 this Board 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.

**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 4163 GREEN LEA PL. AREA  
LEGAL DESCRIPTION**

**Tract One:**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in block four (4) of Green Lea Place in City Block 4897, fronting together 309 feet and 3 inches on the east line of Fair Avenue, by a depth eastwardly of 110 feet to a 15 foot alley, bounded north by Carter Avenue, east by said alley, south by Green Lea Place and west by Fair Avenue.

**Tract Two:**

Lots 13 and 14 of Green Lea Place in City Block 4897, having and aggregate front of 50 feet on the north side of Green Lea Place by a depth southwardly of 160 feet, more or less to an alley 20 feet wide. Also lots 54 and 55 of Green Lea Place in said City Block 4897, having an aggregate front of 50 feet on the south side of Carter Avenue by a depth southwardly of 140 feet more or less to an alley 20 feet wide.

**Tract Three:**

A tract of ground in City Block 4897 comprised of the former 15 foot wide alley, running north and south and a portion of the 20 foot wide alley running east and west, being the same property vacated by Ordinance No. 22936 of the City of St. Louis, Missouri.

**ATTACHMENT "B"  
Form: 11/12/08**

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
**4163 GREEN LEA PL. AREA**  
PROJECT # 1373  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
November 18, 2008

MAYOR

FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
4163 GREEN LEA PL. AREA**

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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

**1. DELINEATION OF BOUNDARIES**

The 4163 Green Pl. Area Redevelopment Area ("Area") encompasses approximately 1.14 acres in the O'Fallon Neighborhood of the City of St. Louis ("City") and is located on the east side of Fair Ave., between Green Lea Pl. and Carter Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 4897. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.2% unemployment rate for the City as of September, 2008. 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 institutional building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 18.95 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "B" Two Family Residential 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 the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The area is currently designated "B" Two Family Residential District by the City of St. Louis Zoning code; however, the proposed land uses for the Area are residential uses that may require a zoning variance. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designated it as an Opportunity Area (OA).

3. PROPOSED ZONING

The zoning for the Area can remain "B" Two Family Residential District; however, the proposed land uses for the Area may require a zoning variance. 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 "Strategic Land Use Plan of the City of St. Louis" (2005). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire,

adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately two new part time jobs will be created if the Area is redeveloped 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 except for the vacation of the alley in the block.

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.

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces are continued as well as the pattern of setback from the street.
- 3.) **Exterior Materials** Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) **Architectural Details** on existing structures shall be maintained in a similar size, detail and material. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes.** When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

d. **Fencing**

New fencing behind the building line and not facing a street may be ornamental metal, chain link or a good quality, privacy fence provided it is not wood stockade style. In no case shall the fencing have

razor or brushed wire on top if it is visible from any street. In residential or commercial zoning districts and fencing across from residential uses in any zoning district new fencing in front yards or along streets shall be limited to ornamental metal with black matte finish or good quality privacy fencing provided it is not wood stockade style.

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 agreements between the LCRA and the Redeveloper(s). 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(s).

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 redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

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 redevelopment 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 redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) 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 applications as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

In lieu of the ten (10) year abatement outlined above, and if a low-income tax credit program is implemented to finance particular parcels' redevelopment, 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 fifteen (15) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan. If no low income tax credit program has been implemented to finance the redevelopment of a particular parcel, then that parcel shall be eligible to receive tax abatement for a period of up to ten (10) years.

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 up to 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to 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 two (2) years prior to 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 up to 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 two (2) years prior to the calendar year during which such corporation shall lease such property.

For the ensuing period of up to five (5) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. This provision shall only apply to taxes on parcels with redevelopment financed in part by low income tax credit programs. Thereafter any such corporation shall pay the full amount of taxes.

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 fifteen (15) 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 fifteen (15) 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

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

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), 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(s), 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 PDA.

**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 St. Louis 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 4163 GREEN LEA PL. AREA  
LEGAL DESCRIPTION**

**Tract One:**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in block four (4) of Green Lea Place in City Block 4897, fronting together 309 feet and 3 inches on the east line of Fair Avenue, by a depth eastwardly of 110 feet to a 15 foot alley, bounded north by Carter Avenue, east by said alley, south by Green Lea Place and west by Fair Avenue.

**Tract Two:**

Lots 13 and 14 of Green Lea Place in City Block 4897, having and aggregate front of 50 feet on the north side of Green Lea Place by a depth southwardly of 160 feet, more or less to an alley 20 feet wide. Also lots 54 and 55 of Green Lea Place in said City Block 4897, having an aggregate front of 50 feet on the south side of Carter Avenue by a depth southwardly of 140 feet more or less to an alley 20 feet wide.

**Tract Three:**



The subject property \_\_\_\_\_ does  does not retard the provision of housing accommodations  
If answer is yes, explain: \_\_\_\_\_

The subject property  does \_\_\_\_\_ does not constitute an economic liability  
If answer is yes, explain: The building is a large, prominent building in a largely residential neighborhood. As such, its current deteriorated condition represents a significant drag on the values of the surrounding properties.

The subject property \_\_\_\_\_ does  does not constitute a social liability  
If answer is yes, explain: \_\_\_\_\_

The subject property  is \_\_\_\_\_ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The building is a menace to public health in that it is subject to illegal dumping and rat infestation. It is a menace to public safety in that it is a fire hazard and subject to use by transients.

The subject property  is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The building is detrimental because of the dilapidation outlined above.

The subject property \_\_\_\_\_ is  is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: \_\_\_\_\_

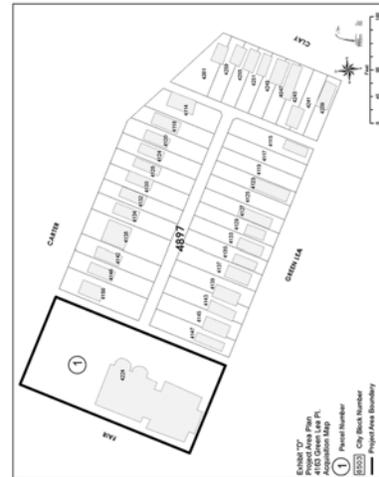
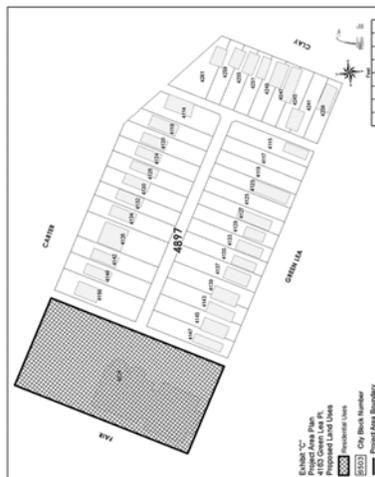
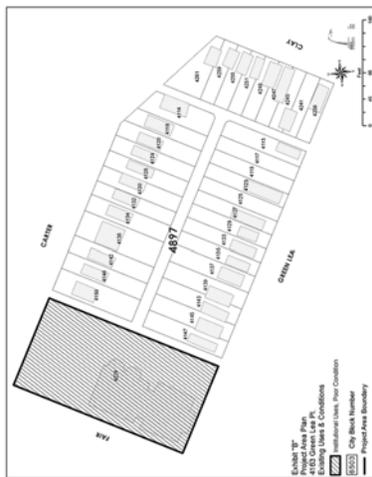
The subject property \_\_\_\_\_ is  is not detrimental because of high density of population.  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is  is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: \_\_\_\_\_

The subject property  has \_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, and juvenile delinquency If answer is yes, explain: The building is unoccupied and subject to illegal dumping, rat infestation, use by transients and as an unsafe 'play area' by neighborhood children.

Approved: July 27, 2009

ORDINANCE NO. 68413 – EXHIBITS B, C & D



**ORDINANCE #68414**  
**Board Bill No. 61**

An ordinance approving a blighting study and redevelopment plan dated April 21, 2009 for the 4933 Odell St. Redevelopment Area ("Plan") after finding that said Redevelopment Area ("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, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "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 ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if 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 up to ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") 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 the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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; and

**WHEREAS**, this board has considered the "Blighting Study and Redevelopment Plan for the 4933 Odell St. Redevelopment Area" dated April 21, 2009, consisting of a Title Page; a Table of Contents Page, fifteen (15) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, 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 to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and;

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

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

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

**WHEREAS**, the Plan prescribes 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 placed a public notice in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held

at the time and place designated in that notice 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 Attachment "A", attached hereto and incorporated herein, known as the 4933 Odell St. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City 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 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated April 21, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied all eligible occupants displaced by the Redeveloper(s) ("Redeveloper(s)" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan 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(s)") 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(s) 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, Redeveloper(s) 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, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 Pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City 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(s).

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(s)" as used in this Section shall include successors in interest and assigns.

**SECTION FOURTEEN.** The Redeveloper(s) 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(s) 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which the corporation shall have acquired title to that property. In addition to such taxes, any such corporation shall for up to 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any agreement 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 this

Board 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.

**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"**

**4933 ODELL ST. AREA  
LEGAL DESCRIPTION**

C.B. 4069E ODELL ST  
50 FT X 180 FT  
REBER SUBDN  
LOT 10

**40690302400**  
4933 ODELL

**ATTACHMENT "B"  
Form: 03/04/08**

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
**4933 ODELL ST. AREA**  
PROJECT # 1410  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
April 21, 2009

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
4933 ODELL ST. AREA**

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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 4933 Odell St. Redevelopment Area ("Area") encompasses approximately 0.22 acres in the Southwest Garden Neighborhood of the City of St. Louis ("City") and is located on the north side of Odell St. between Kingshighway Blvd. and Hereford St.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Block 4069.03. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 9.6% unemployment rate for the City as of February, 2009. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one unoccupied four-family residential building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 10.48 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "B" Two Family Residential 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 the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.*, of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The Strategic Land Use Plan of the City of St. Louis amended January 9, 2009 designates this as a Neighborhood Preservation Area.

3. PROPOSED ZONING

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

6. CIRCULATION

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

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.

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces are continued as well as the pattern of setback from the street.
- 3.) **Exterior Materials** All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) **Architectural Details** on existing structures shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes.** When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

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

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

line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) 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 agreements between the LCRA and the Redeveloper(s). 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(s).

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 redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

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 redevelopment 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 redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) 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**

Redeveloper(s) 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 taxes collected for 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, Redeveloper(s) 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 taxes collected for 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which the corporation shall have acquired title to the property. In addition to such taxes, any such corporation shall for up to 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any Agreement 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**

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

**4. ENFORCEMENT**

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), 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(s), 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 PDA.

**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 St. Louis 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"**

**4933 ODELL ST. AREA  
LEGAL DESCRIPTION**

C.B. 4069E ODELL ST  
50 FT X 180 FT  
REBER SUBDN  
LOT 10

**40690302400**  
4933 ODELL

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper(s) 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.

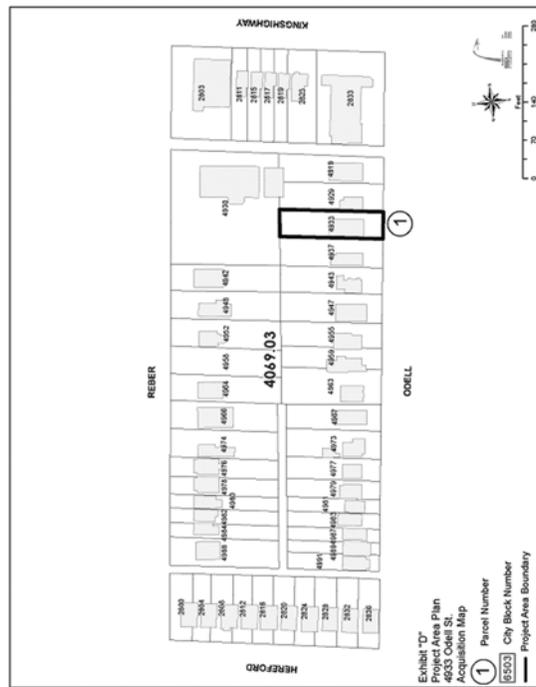
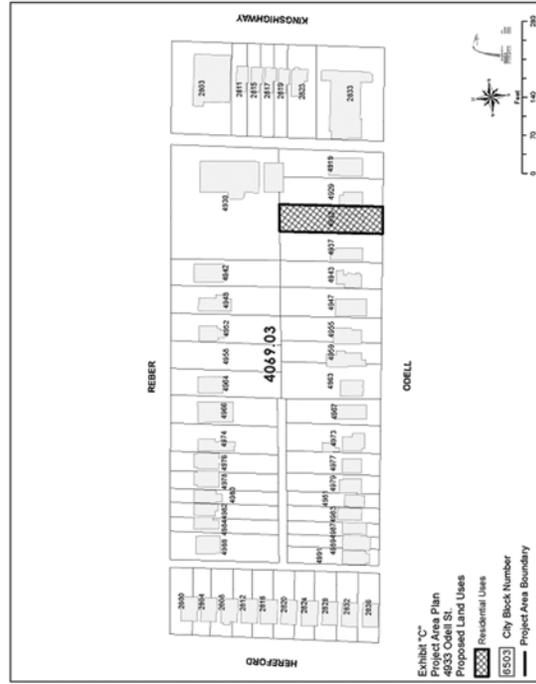
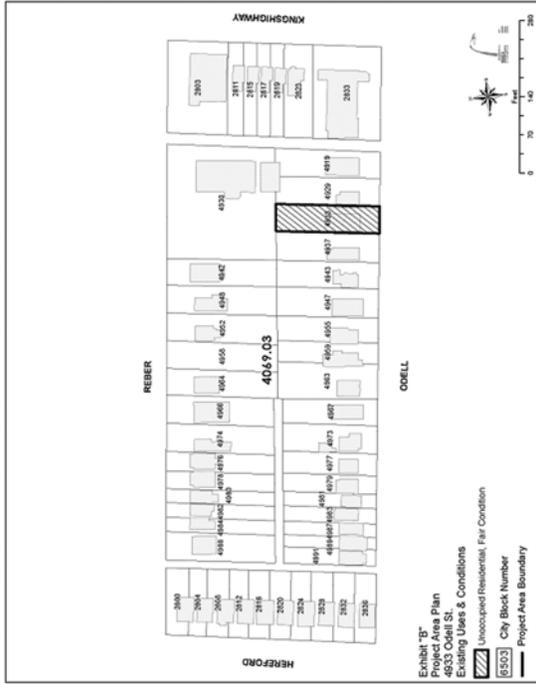
The Redeveloper(s) shall fully comply with Executive Order #28 dated July 24, 1997, as has been extended, relating to minority and women-owned business participation in City contracts.

The Redeveloper(s) 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(s), 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(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance



ORDINANCE NO. 68414 - EXHIBITS B, C & D



**ORDINANCE #68415**  
**Board Bill No. 62**

An ordinance approving a blighting study and redevelopment plan dated April 21, 2009 for the 4034 Magnolia Pl. Redevelopment Area ("Plan") after finding that said Redevelopment Area ("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, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "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 ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if 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 up to ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") 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 the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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; and

**WHEREAS**, this board has considered the "Blighting Study and Redevelopment Plan for the 4034 Magnolia Pl. Redevelopment Area" dated April 21, 2009, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, 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 to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and;

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

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

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

**WHEREAS**, the Plan prescribes 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 placed a public notice in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held

at the time and place designated in that notice 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 Attachment "A", attached hereto and incorporated herein, known as the 4034 Magnolia Pl. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City 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 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated April 21, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied all eligible occupants displaced by the Redeveloper(s) ("Redeveloper(s)" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan 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(s)") 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(s) 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, Redeveloper(s) 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, as has been extended.

(e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);

(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 Pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City 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(s).

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(s)" as used in this Section shall include successors in interest and assigns.

**SECTION FOURTEEN.** The Redeveloper(s) 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(s) 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which the corporation shall have acquired title to that property. In addition to such taxes, any such corporation shall for up to 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any agreement 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 this

Board 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.

**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 4034 MAGNOLIA PL. AREA  
LEGAL DESCRIPTION**

C.B. 4924 S MAGNOLIA  
40 FT X 98 FT  
MAGNOLIA PL ADDN  
LOT 25

**49240600900**  
4034 MAGNOLIA PL.

**ATTACHMENT "B"  
Form: 02/08/09**

RESIDENTIAL  
BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
**4034 MAGNOLIA PL. AREA**  
PROJECT # 1412  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
April 21, 2009

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
4034 MAGNOLIA PL. AREA**

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- "A" LEGAL DESCRIPTION
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- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT

**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 4034 Magnolia Pl. Redevelopment Area ("Area") encompasses approximately 0.08 acres in the Shaw Neighborhood of the City of St. Louis ("City") and is located on the south side of Magnolia Pl. between Lawrence St. and Thurman Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Blocks 4924.06. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate an 9.6% unemployment rate for the City as of February, 2009. 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.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 21.59 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "A" Single Family Residential District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

None of the property within the Area is occupied and it is in the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single Family Residential District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The Strategic Land Use Plan as amended in 2009 designated it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area can remain "A" Single Family Residential 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 "Strategic Land Use Plan of the City of St. Louis" (2009). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

6. CIRCULATION

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

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.

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.
- 2.) **New construction** or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces are continued as well as the pattern of setback from the street.
- 3.) **Exterior Materials** All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) **Architectural Details** on existing structures shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes.** When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) 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 agreements between the LCRA and the Redeveloper(s). 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(s).

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 redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

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 redevelopment 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 redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) 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**

Redeveloper(s) 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 taxes collected for 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, Redeveloper(s) 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 taxes collected for 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which the corporation shall have acquired title to the property. In addition to such taxes, any such corporation shall for up to 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 two (2) years prior to the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any Agreement 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

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

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), 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(s), 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 PDA.

**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 St. Louis 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 4034 MAGNOLIA PL. AREA  
LEGAL DESCRIPTION**

C.B. 4924 S MAGNOLIA  
40 FT X 98 FT  
MAGNOLIA PL ADDN  
LOT 25

**49240600900**  
4034 MAGNOLIA PL.

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) shall contractually require its contractors and subcontractors to comply with such laws.

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

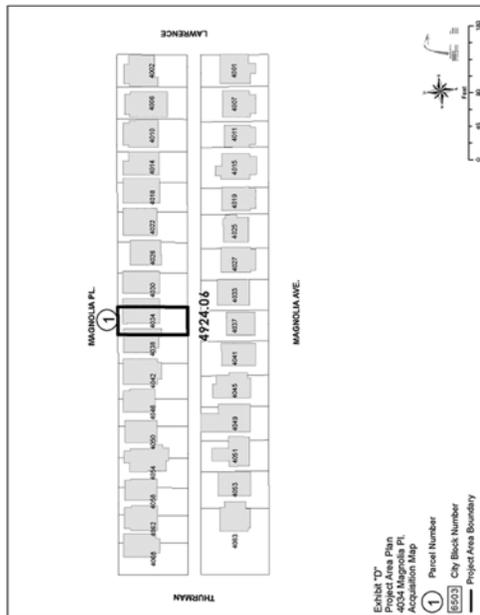
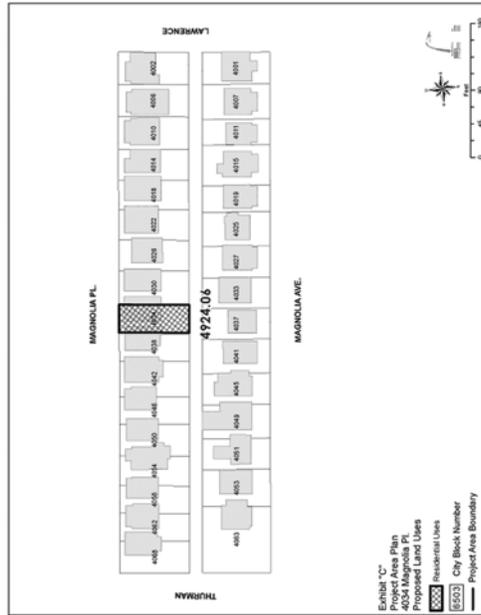
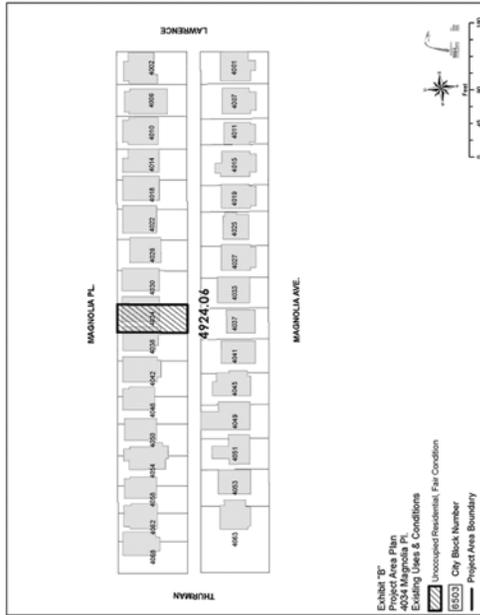


The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, and juvenile delinquency. If answer is yes, explain: Unoccupied buildings are subject to illegal dumping and rat infestation. They are also subject to use by transients and as unsafe 'play areas' by neighborhood children.

Approved: July 27, 2009

ORDINANCE NO. 68415 – EXHIBITS B, C & D



**ORDINANCE #68416**  
**Board Bill No. 81**

An ordinance approving a blighting study and redevelopment plan dated May 26, 2009 for the 3818 Utah Place Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment 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"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 up to a five (5) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") 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; and containing a severability clause.

**WHEREAS**, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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**, this Board has considered the "Blighting Study and Redevelopment Plan for the 3818 Utah Place Redevelopment Area" dated May 26, 2009, consisting of a Title Page; a Table of Contents Page, nine (9) numbered pages and Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

**WHEREAS**, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

**WHEREAS**, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 3818 Utah Place Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated May 26, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City 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 entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, successors in interest, and assigns.

**SECTION FOURTEEN.** A Redeveloper(s) 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 up to the five (5) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two years preceding the calendar year during which the corporation shall have acquired title to that property. In addition to such taxes, any such corporation shall for up to 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 two years preceding the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the five (5) years of the 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 two years preceding the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any agreement 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 this Board 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.

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 3818 UTAH PLACE AREA  
LEGAL DESCRIPTION

CB 2096 S UTAH PL  
37 FT 6 IN X 180  
TOWER GROVE HTS ADDN  
LOT 50  
  
2096-00-02200  
3818 Utah Place

ATTACHMENT "B"  
Form: 04/28/09

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
3818 UTAH PLACE  
PROJECT # 1414  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
May 26, 2009  
  
MAYOR  
FRANCIS G. SLAY

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
3818 UTAH PLACE AREA

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- "A" LEGAL DESCRIPTION
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- "C" PROPOSED LAND USE
- "D" ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT

**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 3818 Utah Place Redevelopment Area ("Area") encompasses approximately 0.16 acres in the Tower Grove South Neighborhood of the City of St. Louis ("City") and is located on the south side of Utah Place with S. Spring Avenue to the east and Gustine Avenue to the west.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 2096. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 10.0 unemployment rate for the City as of March, 2009. 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.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 15.48 persons per acre.

5. CURRENT ZONING

The Area is currently 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

**None** of the property within the Area is occupied and it is in the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two Family Dwelling District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The Strategic Land Use Plan as amended 2009 designated it as a Neighborhood Preservation Area (NPA).

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 "Strategic Land Use Plan of the City of St. Louis" (2009). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

6. CIRCULATION

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

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.

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including

necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces is continued as well as the pattern of setback from the street.
- 3.) **Exterior Materials** All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) **Architectural Details** on existing structures shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes.** When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) 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 agreements between

the LCRA and the Redeveloper(s). 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(s).

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 redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year(s) of approval of this Plan by ordinance and completed within approximately two (2) year(s) 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 redevelopment 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 redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) 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

None the property within the Area is currently occupied. 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 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 two years prior to 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 two years prior to 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 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 two years prior to 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**

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

##### **4. ENFORCEMENT**

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), 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(s), 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 PDA.

**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 St. Louis 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 3818 UTAH PLACE AREA  
LEGAL DESCRIPTION**

CB 2096 S UTAH PL  
37 FT 6 IN X 180  
TOWER GROVE HTS ADDN  
LOT 50

**2096-00-02200**  
3818 Utah Place

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) shall contractually require its contractors and subcontractors to comply with such laws.

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

The Redeveloper(s) 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(s), 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(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

**EXHIBIT "F"**

**Blighting Report for the  
3818 Utah Place Redevelopment Area**

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or obsolete platting and conditions which endanger life or property by fire or other causes.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the

taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualifies as a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: \_\_\_\_\_ vacant land \_\_\_\_\_ X \_\_\_\_\_ unoccupied residential  
\_\_\_\_\_ unoccupied/occupied commercial

Subject Property is: \_\_\_\_\_ X \_\_\_\_\_ secured \_\_\_\_\_ unsecured

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has not a predominance of defective or inadequate streets  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not insanitary or unsafe conditions  
If answer is yes, explain: Front steps to house are in need of repair, as are the rear porches.

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not deterioration of site conditions  
If answer is yes, explain: Some debris was dumped on the property site and reported to CSB.

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has not improper subdivision or absolute platting  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: Property is in process of interior demolition and may be dangerous.

The subject property \_\_\_\_\_ X \_\_\_\_\_ does \_\_\_\_\_ does not retard the provision of housing accommodations  
If answer is yes, explain: Property is uninhabitable in its current condition.

The subject property \_\_\_\_\_ X \_\_\_\_\_ does \_\_\_\_\_ does not constitute an economic liability  
If answer is yes, explain: Property can not be leased or rented in its current condition

The subject property \_\_\_\_\_ does \_\_\_\_\_ X \_\_\_\_\_ does not constitute a social liability  
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ is \_\_\_\_\_ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The building is unsafe to occupy at this time and will undergo substantial rehab

The subject property \_\_\_\_\_ X \_\_\_\_\_ is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: Currently, the property is dilapidated and has deteriorated due to lack of routine maintenance.

The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of high density of population.  
If answer is yes, explain: \_\_\_\_\_

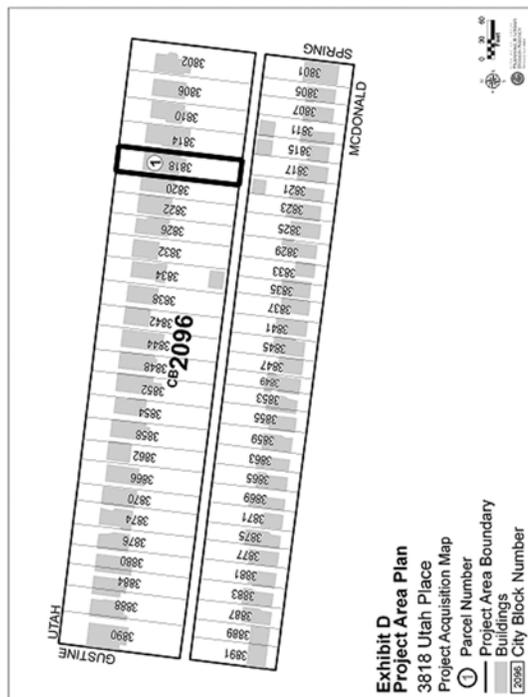
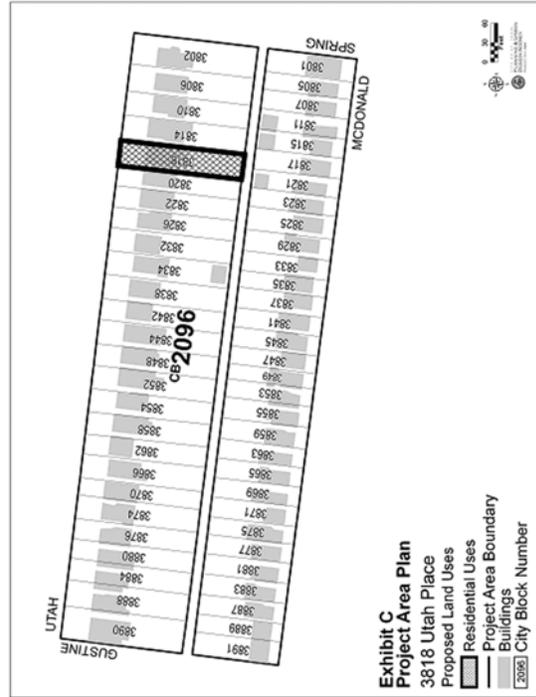
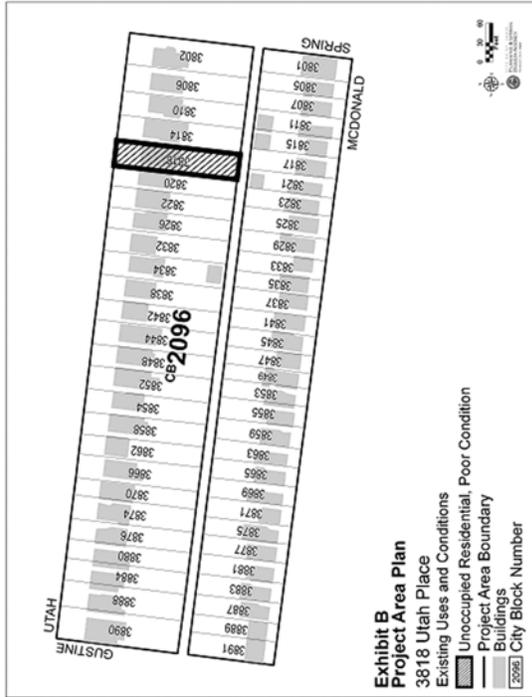
The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not conditions which endanger life or property by fire and other causes. If answer is yes, explain: The unoccupied may present a risk of fire if not secured during rehabilitation.

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and. If answer is yes, explain: \_\_\_\_\_

Approved: July 27, 2009

ORDINANCE NO. 68416 – EXHIBITS B, C & D



**ORDINANCE #68417**  
**Board Bill No. 82**

An ordinance approving a blighting study and redevelopment plan dated May 26, 2009 for the 3872 Delor Street Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords maximum opportunity for redevelopment of the Area by private enterprise; finding that the property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain or otherwise; finding that none of the property within the Area is occupied, but if it should become occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") 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; and containing a severability clause.

**WHEREAS**, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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**, this Board has considered the "Blighting Study and Redevelopment Plan for the 3872 Delor Street Redevelopment Area" dated May 26, 2009, consisting of a Title Page; a Table of Contents Page, nine (9) numbered pages and Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

**WHEREAS**, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

**WHEREAS**, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 3872 Delor Street Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated May 26, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City 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 entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, successors in interest, and assigns.

**SECTION FOURTEEN.** The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, 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, any Redeveloper(s) 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 similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such urban redevelopment corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification which will substantially change the Plan must be approved by this

Board 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.

**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 3872 DELOR STREET AREA  
LEGAL DESCRIPTION**

CB 5648 DELOR  
42 FT 6 IN X 125 FT  
WANDA PLACE ADDN  
BLOCK 2  
LOT 19

**5648-00-00900**  
3872 Delor Street

**ATTACHMENT "B"  
Form: 05/01/09**

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
**3872 DELOR STREET**  
PROJECT # 1415  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
MAY 26, 2009

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
3872 DELOR STREET AREA**

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- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
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**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 3872 Delor Street Redevelopment Area ("Area") encompasses approximately 0.12 acres in the Bevo Mill Neighborhood of the City of St. Louis ("City") and is located on the southeast corner of Delor St. and Ulena Ave. with Gustine Ave. to the west and 38th St. to the east.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 5648. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 10.0% unemployment rate for the City as of March, 2009. 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 four family residential building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 15.14 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

None of the property within the Area is occupied and it is in the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single Family Dwelling District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The Strategic Land Use Plan as amended 2009 designated it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area may need to be changed depending on future use. 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 "Strategic Land Use Plan of the City of St. Louis" (2009). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

6. CIRCULATION

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

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.

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces is continued as well as the pattern of setback from the street.
- 3.) **Exterior Materials** All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) **Architectural Details** on existing structures shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes.** When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) 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 agreements between the LCRA and the Redeveloper(s). 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(s).

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 redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately two (2) year(s) of approval of this Plan by ordinance and completed within approximately three (3) year(s) 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 redevelopment 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 redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) 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

None the property within the Area is currently occupied. 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**

Redeveloper(s) 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 taxes collected for 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, Redeveloper(s) 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 taxes collected for 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two years preceding the calendar year during which the corporation shall have acquired title to the property. In addition to such taxes, any such corporation shall for up to 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 two years preceding the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the 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 two years preceding the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any Agreement 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**

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

**4. ENFORCEMENT**

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), 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(s), 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 PDA.

**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 St. Louis 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 3872 DELOR STREET AREA  
LEGAL DESCRIPTION**

CB 5648 DELOR  
42 FT 6 IN X 125 FT  
WANDA PLACE ADDN  
BLOCK 2  
LOT 19  
  
**5648-00-00900**  
3872 Delor Street

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) shall contractually require its contractors and subcontractors to comply with such laws.

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

The Redeveloper(s) 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(s), 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.



## CITY OF ST. LOUIS - Citizens' Service Bureau - Work Order Summary Report

Work Orders Since: 1111996 -"/ ? , / o ~

ComplaintDate: WorkOrderNum: CdCSBDept.Desc:

3872 DELOR

Comment: Resolution:

51611 996 27873 Building Division Please inspect 1E and 2W for occupancy permits. People are 5110196 occupancy permit issued moving in.

312611 998 31 1735 Animal Care &amp; Con Rott holding citizen hostage. Called in by MaryIARC. 3/25/98 Picked up Rott

611 711 998 337579 Street Division Alley has hole throughout 716 prev. patched by another crew

711 711 998 347654 Building Division Please inspect interior for all violations. 8/4/98 problem corrected

711 711 998 347657 Health-Environmen No hot water. 7/23 A B I

1 1/9/1998 381943 Health-Environmen Please check for lead, child detected with lead poison Apt 2 E 11/20/98 No response

11/18/1998 384059 Building Division Apartment 2e very overcrowded. 12/6/98 notice to be sent

611 011 999 432130 Building Division 4 children and 3 adults living 4- room apartment. apt. 2E 7/15/99 notice to be sent

611 912000 532658 Animal Care &amp; Con pitt loose in hall apt 2 west

12/28/2001 692028 Refuse Division container needed for this area

1/24/2002 697736 Refuse Division additional container needed

611 9 no dog in hallway heard

dog in apartment NRLC

12-28-01 proper number of

containers

01/24/02 Citizen contacted. Will

monitor.

411 612002 716720 Refuse Division YW CONTAINER IS OVERFLOWING WITH Sol-ID WASTE 4-16-02 who is doing this please

inform us so we can cite them

411 612002 716722 Refuse Division TRASH TRUCK LITTERING ALLEY 4-1 6-02 driver sent back to

clean up

411 612002 716723 Refuse Division CITIZENS NEED AN ADDITIONAL SW CONTAINER 4-1 6-02 proper number of

containers

5/24/2002 730520 Refuse Division 2 containers running over containers located near four family 5-24-02 not running over when bldg checked

711 512002 748976 Refuse Division please move the 2 dumpster away from this address, citizen is 7-15-02 no where else to go constantly picking up trash from them

Work Orders Since: 1/1/1996

ComplaintDate: WorkOrderNum: CdCSBDept.Desc: Comment: Resolution:

711 512002 748978 Refuse Division please replace the 2 dumpster near this address with larger 7-15-02 proper number of dumpsters containers

81112002 75681 3 Refuse Division Containers were removed from alley and replaced with roll 8-2-02 gave instructions

carts. Bulk was placed in alley by mistake. Please pick up one collection made

last time from alley Also please instruct on where to place bulk

8/20/2002 763798 Refuse Division bulk items have been placed out in the alley where they used to 8-20-02 not missed residents be collected have cart collection items need

to placed in front

9/26/2002 776561 Public Safety drug activity 11/13/02 TUA PER CJ

1 1/5/2002 786373 Building Division water damaged ceiling and broken windows 11/19/02 no entry (id #672)

3/12/2003 808828 Health-Environmen Please test for lead. There's a 6 month old baby in house. NOT Premise cited. Violation SECTION 8 UNIT confirmed.

411 712003 817819 Refuse Division resident says this is a 4-family flat and there is only 2 carts- 4-17-03 proper number of carts thinks that there should be more carts. any additional carts have to be

purchased

811 112003 856883 Tow Lot there is a dark blue chevy cavalier parked in the rear of address referred yo building dept for surrounded by weeds open storagelzoning

8/27/2003 862838 Building Division please inspect for vehicle in rear/ no plates /not moving thanks 9/2/03 notice to be sent

611 612004 936731 Animal Care &amp; Con female Sheltie-Dachshund mix roaming neighborhood in 3800 Patrolled area.

blocklwell cared for and friendly/someone's pet who got outpls

apprehend

3/8/2005 13939 Building Division please cite for violationslthere are a couple of windows that notice to be sent (672)

have been busted out

511 112006 130458 Health-Environmen lids of 2 roll carts in front of this apt bldg are up and filled with NO EVIDENCE

raw gar- bage and debris debris is falling into street around

cartslpls inspect

511 112006 130459 Refuse Division 2 roll carts in front of this apt bldg are sitting in the street 2417. left instruction

over- filled with raw garbage and debris falling into the

streetpls inspect and instruct on proper disposal

6/20/2006 142228 Refuse Division sitting out bulk before timelbut, they are sitting it out behind the gave instructions

properties on the even side of Delor pls cite

1211 112006 190545 Refuse Division roll out cart is overflowing please collect roll cart collected as scheduled  
 195231 CSB Information C overcrowding  
 195232 Refuse Division tenants are dumping trash into alley dumpsters across the left instructions street they have roll carts they shouldn't be using the alley dumpster  
 Work Orders Since: 1/1/1996  
 ComplaintDate: WorkOrderNum: CdCSBDept.Desc: Comment: Resolution:  
 1/2/2007 195276 Refuse Division send instruction to this address they are leaving the trash all left instructions over the alley and yard  
 1/2/2007 195277 Health-Environmen residents at this address are constantly leaving their trash on no evidence the ground  
 3/30/2007 218895 Health-Environmen quite a bit of trash throughout property no evidence  
 6/4/2007 240607 Building Division pmc violation letter sent #672  
 611 112007 243183 Refuse Division contact the resident about the cart needed for a resident sent violation notice  
 6/28/2007 249919 Building Division pls inspect electric line going to bldg; meterslwires falling off Violation letter sent (CH)  
 6/28/2007 249921 Forestry Division trash & debris all around property abated by inspector 7/12  
 6/28/2007 249923 CSB Information C large number of people in & out all hours of the day & night; loitering; loud noise  
 711 712007 255723 Forestry Division very high weeds and grass in front, on the sides and in the rear abated per inspector yardspls inspect  
 81612007 263384 Building Division pls inspect rear yard for open storagelwasher and dryer and violation letter sent #672 other appliances seen  
 8/21/2007 269077 Forestry Division previously abated by inspector, high grass and weeds at this abated by inspector address, will need handtool on the corner of delor and ulena  
 8/21/2007 269078 Building Division please check for all exterior violations here; fence and violation letter was prev sent unscreened windows #672  
 9/21/2007 281610 Building Division unsecure bldg windows and rear door violation letter was, prev, sent #672  
 9/26/2007 283203 Vector Control please treat for rats they are seen coming from this address TREATED  
 10/2/2007 285330 Forestry Division refuse and furniture in front and side yards  
 511 912008 342931 Forestry Division refer to foreman missed on schedule  
 REFER TO REFUSE Bulk  
 collected week of the 1st  
 Monday  
 on vacant building schedule  
 Citizens' Service Bureau  
 Service Request  
 Public Report  
 Request ID Number: 33968 Date Initiated: 4/22/2009 10:29:49 AM Date Closed: 4/28/2009 4:08:55 PM  
 Problem Address: 3872 DELOR ST Ward: 13  
 Submit To I Code: BUILDING DIV, / PPTY MAINT CODE-EXT  
 Details from Caller: PLEASE CITE FOR FENCE1 N BAD SHAPE WITH STRIOPS OF  
 Projected Completion Date: 5/12/2009  
 Comments from Department:  
 BY HUGHES, NIESHIA: 4/28/2009 4:08:56 PM  
 VIOLATION LETTER SENT.  
 5/21/2009 12:30:42 PM Page 1 of 1  
 Year AcctNum AddrNum AddrSuf StDir StName StTy Desc BalanceDue OwnerName Colect CollectDate CollectAmt  
 2009 41689 3872 DELOR ST Vacant Building 0 BREW, DORIAN 0  
 2008 41689 3872 DELOR ST Vacant Building 11 7.72 BREW, DORIAN 212812009 117.72  
 2007 41689 3872 DELOR ST Vacant Building 0 BREW, DORIAN 0  
 Thursday, May 21, 2009 Page 1 of 1  
 Original Letter Date September 11, 2007  
 Reinspection November 11, 2007  
 Dorian Brew  
 P.O. Box 114  
 St. Peters MO 63376  
 Re: 3872 DELOR ST  
 City Block: 5648.00  
 District: 2 Sub-District: 51  
 IMPACT 0 Ward: 13 Precinct: 6  
 Date Complied:  
 Date Abated: 03/27/09 CHRIS HURLEY  
 Refer to Court: Building Inspector  
 Date Appeal:  
 Conserv Area: 0  
 Violation Codes

A permit is required from a licensed electrical contractor for all work.

ORD. 65020

Install adequate electrical service, permit required.

Repair or replace damaged electrical service.

Original Letter Date May 1, 2009

Reinspection July 1, 2009

Brew, ~orian

1013 pearview Dr

St Peters MO 63376

Re: 3872 DELOR ST

City Block: 5648.00

District: 2 Sub-District: 51

IMPACT 86 Ward: 13 Precinct: 6

Date Complied:

Date Abated: NICK DATTILO

Refer to Court: ~uilding Inspector

Date Appeal:

Conserv Area: 0

Violation Codes

19 as

NORTH

Replace broken or missing window pane(s) on garage/shed.

40 as

NORTH

Repair or replace defective, leaking, loose or missing gutter/downspout on garage/shed.

PM-507.2

59 0s

SOUTH HANGING METAL SLATS

Remove open storage. Open storage constitutes illegal use of premises in a residential zone. Items listed but not limited to.

Z 26.16.030

88 fn

SOUTH, WEST

Repair or remove rotted, cracked and/or missing fence post or fencing material.

PM-302.7

357 co

EAST - GARAGE

Repair or replace defective cornice/facia. A permit may be required.

7-14-95 letter sent 619

10-12-95 letter sent 449

12/11/98 Letter sent. #460

Violation Codes

3872 DELOR ST

7/16/99, letter sent, 460

9/5/03 Ltr. sent. #672 md

2-8-05 ltr sent #672 km

04/13/05 extend 30 days; foreclosure 372 dr

5-11-05 extend 30 days foreclosure #672 ta

6-15-05 extend 30 days foreclosure #672 ta

7/18/05 extend 30 days wip 672

8-24-05 abate new owner #672 pick up on hcd exterior dk

05/18/2007 letter sent #672 fs

08/17/2007 letter sent #672 km

10/22/07 ext 30 days, wip #672 LLP

12/03/2007 fee ltr sent #672 js

03/17/2008 letter sent #672 gm

05/27/2008 letter sent #672 rl

07-28-08 ext 30 days wip #672 gam

09/05/2008 letter sent #672 rl

11/12/2008 fee ltr sent #672 rl

Violation Codes

3872 DELOR ST

02/12/2009 letter sent #672 gm

04/17/2009 fee ltr sent #672 rl

05/01/2009 letter sent #672 nh

Building Division Court Section  
Case File

.....  
3872 DELOR ST Date Received: 03/25/96  
Charge Date: ID Code: 86 407 Inspector: 449 Property Type:  
Owner :  
Block: 5648.00 District: 2  
Luepker, Robert F. Ward : 13 Sub. Dist: 51  
5428 Charglow Ct. C Area: 0 Court Insp. 0  
St. Louis MO 63129 OwnerOcc: N CorpRpt.  
Personal Cont: Date: How: Comm :  
Assessor Date: Conveyance: Daily: 0  
Total Inspections: 0 Companion Cases: 0  
Witnesses:  
407 Recharge: Abate/Comply: Date: Court Inspector:

.....  
2E (KITCHEN, TOILET)

(fail to) maintain smoke detectors in all required residential locations.

In Violation of Section:IRC SEC. R313 of Ordinance:59376

Subject to penalty clause set forth in:SECTION 9

NORTH

(fail to) replace broken or missing window pane(s).

In Violation of Section:PM-304.13.1 of Ordinance:66787

Subject to penalty clause set forth in:106.4

NORTH

(fail to) paint all exterior window trim.

In Violation of Section:PM-304.2 of Ordinance:66787

Subject to penalty clause set forth in:106.4

2E (STAIRWAY, BEDROOM)

(fail to) remove and replace water damaged portion of ceiling in rooms (necessary to achieve required fire resistance rating).

In Violation of Section:PM 703.1 of Ordinance:66787

Subject to penalty clause set forth in:106.4

2E (STAIRWAY, LIVING ROOM, BEDROOM, TOILET)

(fail to) remove and replace water damaged portions of walls in room (necessary to achieve required fire resistance).

In Violation of Section:PM 703.1 of Ordinance:66787

Subject to penalty clause set forth in:106.4

2E (KITCHEN)

(fail to) scrape and paint chipped, peeling or flaking paint on interior doors, window frames, interior trim, tile and/or walls.

In Violation of Section:PM-304.2 of Ordinance:66787

Subject to penalty clause set forth in:106.4

2E (KITCHEN, TOILET)

(fail to) replace worn and/or tattered floor covering.

In Violation of Section:PM-305.4 of Ordinance:66787

Subject to penalty clause set forth in:106.4

Building Division Court Section

Case File

.....  
3872 DELOR ST Date Received: 05/28/96  
Charge Date: ID Code: 86 407 Inspector: 449 Property Type:  
Owner :  
Block: 5648.00 District: 2  
Luepker, Robert F. Ward: 13 Sub. Dist: 51  
5428 Charglow Ct. C Area: 0 Court Insp. 0  
St. Louis MO 63129 Owner Occ : N Corp Rpt .  
Personal Cont: Date: How: Comm :  
Assessor Date: Conveyance: Daily: 0  
Total Inspections: 0 Companion Cases: 0  
Witnesses:  
407 Recharge: Abate/Comply: Date: Court Inspector:

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(necessary to acheive required fire resistance rating).  
In Violation of Section:PM 703.1 of Ordinance:66787

Subject to penalty clause set forth in:106.4  
2E (STAIRWAY, LIVING ROOM, BEDROOM, TOILET)

(fail to) remove and replace water damaged portions of walls in room  
(necessary to achieve required fire resistance).

In Violation of Section:PM 703.1 of Ordinance:66787  
Subject to penalty clause set forth in:106.4

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(fail to) scrape and paint chipped, peeling or flaking paint on  
interior doors, window frames, interior trim, tile and/or walls.

In Violation of Section:PM-304.2 of Ordinance:66787  
Subject to penalty clause set forth in:106.4

2E (KITCHEN, TOILET)

(fail to) replace worn and/or tattered floor covering.  
In Violation of Section:PM-305.4 of Ordinance:66787

Subject to penalty clause set forth in:106.4  
05/21/09 Building Division Court Section  
Case File

.....  
3872 DELOR ST Date Received: 06/14/96  
Charge Date: 03/22/96 ID Code: 86 407 Inspector: 449 Property Type: 0  
Owner :  
Block: 5648.00 District: 2  
Luepker, Robert F. Ward : 13 Sub-Dist: 51  
5428 Charglow Ct. C Area: 0 Court Insp. 449  
St. Louis MO 63129 Owner Occ : N Corp Rpt . N  
Personal Cont: Y Date: How: IP Comm:  
Assessor Date: 03/22/96 Conveyance: 08/02/73 Daily: 65  
Total Inspections: 1 Companion Cases: 1  
Witnesses: G HEINTZ 622-3604  
407 Recharge: Abate/Comply : Date : Court Inspector:

.....  
Case#: H 29042 Clerk#: 5 Case Type: ES Filed: 08/05/96 State Code: 84300990  
Defendant:  
Luepker, Robert F.  
Home: 5428 Charglow ct. St. Louis MO 63129 Phone:  
Work : Phone :  
Race: Sex: Age: 0 Birthdate: Height : Weight : 0  
Driver Licence: SS#:  
Charge Date: 03/22/96 Nolle Prose: N Total Settings: 5

.....  
First Court: 09/19/96 3 0100 P Plea: CHOU Letter:  
Next Court: 0 Stat: PAID War: 07/15/97 Bond Amt: 0 Fine: 2

.....  
2E (KITCHEN, TOILET)

(fail to) maintain smoke detectors in all required residential  
locations.

In Violation of Section:IRC SEC. R313 of Ordinance:59376  
Subject to penalty clause set forth in:SECTION 9

NORTH

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In Violation of Section:PM-304.13.1 of Ordinance:66787  
Subject to penalty clause set forth in:106.4

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Subject to penalty clause set forth in:106.4

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In Violation of Section:PM 703.1 of Ordinance:66787

Subject to penalty clause set forth in:106.4

## 2E (KITCHEN)

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In Violation of Section:PM-304.2 of Ordinance:66787

Subject to penalty clause set forth in:106.4

## 2E (KITCHEN, TOILET)

(fail to) replace worn and/or tattered floor covering.

In Violation of Section:PM-305.4 of Ordinance:66787

Subject to penalty clause set forth in:106.4

Court Date: 07/09/97

Case updated to CD on 7/15/97 from the Rejis docket. mw

Court Date: 07/15/97

CASE BENCH WARMT, VERY LITTLE PROGRESS.

Court Date: 06/22/98

Rejis updated this case to CD on 6/24/98. mw

Court Date: 06/24/98

CASE UPDATED IN REJIS TO CONTINUED FOR REGULAR TRIAL-DEFENDANT TO 07/22/98. MCY

Court Date: 07/22/98

CASE STAYED FOR PAYMENT TO 09/21/98: PLED GUILTY AND ALL VIOLATIONS COMPLIED FILE SENT TO BLDG.

Court Date: 09/21/98

case paid, fine \$22: mcy

Building Division Court Section

Case File

.....  
3872 DELOR ST Date Received: 07/25/07

Charge Date: 07/17/07 ID Code: 0 407 Inspector: 672 Property Type: 0

Owner :

Block: 5648.00 District: 2

DORIAN BREW Ward: 13 Sub. Dist: 51

P.O. BOX 114 C Area: 0 Court Insp. 672

ST PETERS MO 63376 Owner Occ: N Corp Rpt.

Personal Cont : Date : How: Comm :

Assessor Date: Conveyance: Daily: 0

Total Inspections: 1 Companion Cases: 1

Witnesses: N DATILO 622-3609 PO EDWARD REECE DSN 5165 POLICE CASE

407 Recharge: Abate/Comply: Date: Court Inspector:

Case#: H 106034 Clerk#: 679 Case Type: CI Filed: 07/30/07 State Code: 86013990

Defendant:

SUTTON, PEGGY

Home: 3872 DELOR ST APT2E ST LOUIS MO 63116 Phone:

Work : Phone :

Race: B Sex: F Age: 47 Birthdate: 11/11/59 Height: 5'3 Weight: 180

Driver Licence: SS#: 587-76-0662

Charge Date: 07/17/07 Nolle Prose: N Total Settings: 1

.....  
First Court: 08/16/07 6 0300 P Plea: CHOU Letter:

Next Court: 0 Stat: BWAR War: 08/16/07 Bond Amt: 500 Fine:

.....  
Court Date: 08/16/07

CASE BENCH WARRANT: \$500 BOND REQUIRED FOR A NEW COURT DATE/NO PROGRESS/OCCUPIED. MCY

05/21/09 Building Division Court Section

Case File

.....  
3872-23 DELOR ST Date Received: 05/06/98

Charge Date: 05/01/98 ID Code: 81 407 Inspector: 925 Property Type: 0  
 Owner :  
 Block: 5648.00 District: 2  
 Robert F. & Barbara A. Luepker Sr. Ward : 13 Sub. Dist: 51  
 5428 Charglow C Area: 0 Court Insp. 925  
 St. Louis, MO 63129 Owner Occ : N Corp Rpt .  
 Personal Cont: Date: How: Comm :  
 Assessor Date: Conveyance: Daily: 0  
 Total Inspections: 1 Companion Cases: 1  
 Witnesses: BARB JONES 658-1000  
 407 Recharge: ~bate/Comply: Date: Court Inspector:  
 Case#: H 42619 Clerk#: 8550 Case Type: LP Filed: 05/06/98 State Code: 84010990  
 Defendant:  
 Luepker, Robert F. SR  
 Home: 5428 Charglow St. Louis MO 63129 Phone:  
 Work : Phone :  
 Race: Sex: Age: 0 Birthdate: Height : Weight : 0  
 Driver Licence: SS#:  
 Charge Date: 05/01/98 Nolle Prose: N Total Settings: 4

.....  
 First Court: 06/03/98 3 0100 P Plea: N CHOU Letter:  
 Next Court: 0 Stat: PAID War: Bond Amt : 0 Fine: 12  
 Case#: H 42621 Clerk#: 8550 Case Type: LP Filed: 05/06/98 State Code: 84010990  
 Defendant:  
 Luepker, Barbara A.  
 Home: 5428 Charglow St. Louis MO 63129 Phone:  
 Work : Phone :  
 Race: Sex: Age: 0 Birthdate: Height : Weight : 0  
 Driver Licence: SS#:  
 Charge Date: 05/01/98 Nolle Prose: N Total Settings: 3

.....  
 First Court: 06/03/98 3 0100 P Plea: N CHOU Letter:  
 Next Court: 0 Stat: PAID War: Bond Amt : 0 Fine: 2

.....  
 Court Date: 05/01/98  
 Per V. Phillips - Contacted Kimberly Gray, tenant, at premise.  
 Violations 7 & 8 in compliance. No progress on exterior sashes  
 violations 1 & 3, refer to court. (hl)  
 Court Date: 05/12/98  
 Per V. Phillips - Contacted Robert Luepker, owner at premise.  
 Reviewed remaining violations. Mr. Luepker was very hostile and  
 upset. (hl)  
 Court Date: 05/15/98  
 Per V, Phillips - Contacted Kimberly Gray, tenant, @ premise. All  
 violations in compliance at time of inspection, ABATED. (h.1.)  
 Court Date: 06/03/98  
 m.h. From this setting both defendants of Robert E. Sr. & Barbara  
 A. Luepker plead not-guilty and case continued until 06/24/98 for  
 trial, CRTD each.  
 Court Date: 06/24/98  
 m.h. From this setting both defendants of Robert F. Sr. & Barbara  
 A. Luepker were continued until 07/22/98 for trial, CRTD each.  
 Court Date: 07/22/98  
 m.h. From this setting defendant Robert F. Luepker, Sr. was found  
 guilty and was fined \$100 + 16 + 5 = \$121.00 and continued until  
 08/03/98 as CD. Has 10 days to file for an appeal. Co-defendant  
 Court Date: 07/22/98  
 Barbara A. Luepker was fined \$19 + 3 = \$22.00 and Paid.  
 Court Date: 08/03/98  
 m.h. From this setting defendant Robert F. Luepker, Sr. PAID  
 \$100 + 16 + 5 = \$121.00.  
 05/21/09 Building Division Court Section  
 Case File

.....  
 3872-2ND FL E DELOR ST Date Received: 08/04/89  
 Charge Date: 08/04/89 ID Code: 84 407 Inspector: 300 Property Type: 0  
 Owner :  
 Block: 5648.00 District: 2

Robert Luepker Ward : 13 Sub-Dist: 51  
 3872 Delor C Area: 0 Court Insp. 44  
 St Louis MO 63116 Owner Occ: Y Corp Rpt.  
 Personal Cont: Date: How : Comm :  
 Assessor Date: Conveyance: Daily: 0  
 Total Inspections: 2 Companion Cases: 1  
 Witnesses:  
 407 Recharge: ~bate/Comply: Date: Court Inspector:

.....  
 Case#: D 376861 Clerk#: 5 Case Type: SD Filed: 08/04/89 State Code: 84305990

Defendant:  
 Luepker, Robert  
 Home: 3872 Delor Apt 2E St Louis MO 63116 Phone:  
 Work : Phone :  
 Race: Sex: Age: 0 Birthdate: Height : Weight : 0  
 Driver Licence: SS#:  
 Charge Date: 08/04/89 Nolle Prose: Y Total Settings: 3

.....  
 First Court: 10/19/89 3 0100 P Plea: CHOU Letter: 10/19/89  
 Next Court: 0 Stat: NP War: 01/20/94 Bond Amt: 0 Fine:

.....  
 Court Date:  
 Court Date: 11/06/91  
 Letter date January 3, 1991 from Housing Conservation indicates  
 that the condemnation for occupancy effected on October 10, 1990  
 has been lifted effective January 3, 1990.  
 Court Date: 01/14/94  
 rl Warrant amnesty program?  
 05/21/09 Building Division Court Section  
 Case File

.....  
 3872-APT 2E (CFO) DELOR ST Date Received: 02/06/07  
 Charge Date: 02/06/07 ID Code: 3 407 Inspector: 672 Property Type: 0  
 Owner :  
 Block: 5648.00 District: 2  
 DORIAN BREW Ward: 13 Sub-Dist: 51  
 P.O. BOX 114 C Area: 0 Court Insp. 672  
 ST PETERS MO 63376 Owner Occ: N Corp Rpt. N  
 Personal Cont: Y Date: How: Comm :  
 Assessor Date: 01/28/07 Conveyance: 09/11/06 Daily: 226  
 Total Inspections: 1 Companion Cases: 1  
 Witnesses: N DATILO 622-3609  
 407 Recharge: Abate/Comply: Date: Court Inspector:

.....  
 Case#: H 104930 Clerk#: 679 Case Type: CA Filed: 02/19/07 State Code: 84300990

Defendant:  
 BREW, DORIAN  
 Home: P 0 BOX 114 ST PETERS MO 63376 Phone: 398-5341  
 Work : Phone :  
 Race: Sex: Age: 0 Birthdate: Height : Weight : 0  
 Driver Licence: SS#:  
 Charge Date: 02/06/07 Nolle Prose: N Total Settings: 16

.....  
 First Court: 04/04/07 6 0300 P Plea: CHOU Letter:  
 Next Court: 05/19/09 6 0100 P Stat: SFP War: Bond Amt: 0 Fine: 10

.....  
 In Violation of Section:ORD. 67914 of Ordinance:  
 Subject to penalty clause set forth in:  
 Court Date: 04/04/07  
 CASE CONTINUED 05/16/07 FOR PLEA: NO PROGRESS. MCY  
 Court Date: 05/16/07  
 CASE CONTINUED 06/27/07: NO PROGRE~S/OCCUPIED. MCY  
 Court Date: 06/27/07  
 CASE CONTINUED 08/01/07: NO PROGRESS. MCY  
 Court Date: 07/16/07  
 CD 7/24/07 PER REJIS.  
 Court Date: 07/24/07

CASE STAYED FOR PAYMENT 08/28/07: PLED GUILTY. FINE/COURT COST \$150.50. NO PROGRESS/FILE SENT TO BLDG TO BE RECITED. MCY  
 Court Date: 08/28/07  
 CASE STAYED FOR PAYMENT 09/25/07: MCY  
 Court Date: 10/01/07  
 CD 10/9/07 PER REJIS.  
 Court Date: 10/15/07  
 CD 10/25/07 PER REJIS.  
 Court Date: 10/25/07  
 CASE CONTINUED 11/15/07 PER REJIS, VACANT. KYH  
 Court Date: 11/15/07  
 CASE CONTINUED 1/8/08, CHANGE IN OCCUPANCY STATUS FROM OCCUPIED TO UNOCCUPIED. KYH  
 Court Date: 01/08/08  
 CASE CONTINUED 2/26/08 PER REJIS, VACANT/BUILDING IS BOARDED UP. KYH  
 Court Date: 02/26/08  
 CASE CONTINUED 5/7/08, VACANT. KYH  
 Court Date: 05/07/08  
 CASE STAYED FOR PAYMENT 08/05/08 PER REJIS: NO PROGRESS. MCY  
 Court Date: 08/05/08  
 CASE CONTINUED 9/4/08. KYH  
 Court Date: 09/04/08  
 CASE STAYED FOR PAYMENT 10/23/08, CHANGE IN OCCUPANCY STATUS FROM OCCUPIED TO UNOCCUPIED, VACANT. KYH  
 Court Date: 10/23/08  
 CASE STAYED FOR PAYMENT 5/19/09, FINES S/B PAID THRU BANKRUPTCY PROCEEDING ATTY'S MOTION TO WITHDRAW WAS DENIED. KYH  
 05/21/09 Building Division Court Section  
 Case File

.....  
 3872-APT 2W (CFO) DELOR ST Date Received: 02/06/07  
 Charge Date: 02/06/07 ID Code: 3 407 Inspector: 672 Property Type: 0  
 Owner :  
 Block: 5648.00 District: 2  
 DORIAN BREW Ward : 13 Sub. Dist: 51  
 P 0 BOX 114 C Area: 0 Court Insp. 672  
 ST PETERS MO 63376 OwnerOcc: N CorpRpt. N  
 Personal Cont: Y Date: How : Comm :  
 Assessor Date: 01/28/07 Conveyance: 09/11/06 Daily: 226  
 Total Inspections: 1 Companion Cases: 1  
 Witnesses: N DATTILO 622-3609  
 407 Recharge : ~bate/Comply: Date: Court Inspector:

.....  
 Case#: H 104929 Clerk#: 679 Case Type: CA Filed: 02/19/07 State Code: 84300990  
 Defendant:  
 BREW, DORIAN  
 Home: P 0 BOX 114 ST LOUIS MO 63376 Phone: 398-5341  
 Work : Phone :  
 Race: Sex: Age: 0 Birthdate: Height : Weight : 0  
 Driver Licence: SS#:  
 Charge Date: 02/06/07 Nolle Prosse: N Total Settings: 5

.....  
 First Court: 04/04/07 6 0300 P Plea: CHOU Letter:  
 Next Court : 0 Stat: PAID War: Bond Amt : OFine: 10

.....  
 In Violation of Section:ORD. 67914 of Ordinance:  
 Subject to penalty clause set forth in:  
 Court Date: 04/04/07  
 CASE CONTINUED 05/16/07 FOR PLEA: NO PROGRESS. MCY  
 Court Date: 05/16/07  
 CASE CONTINUED 06/27/07: NO PROGRESS/OCCUPIED. MCY  
 Court Date: 06/27/07  
 CASE CONTINUED 08/01/07: NO PROGRESS. MCY  
 Court Date: 07/16/07  
 CD 7/24/07 PER REJIS.  
 Court Date: 07/24/07  
 CASE STAYED FOR PAYMENT 08/28/07: PLED GUILTY. FINE/COURT COST

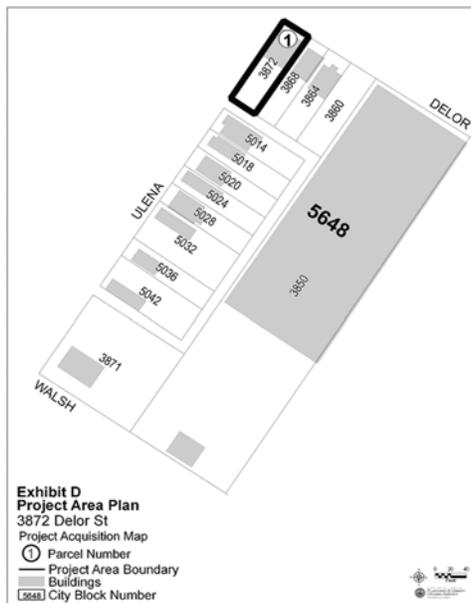
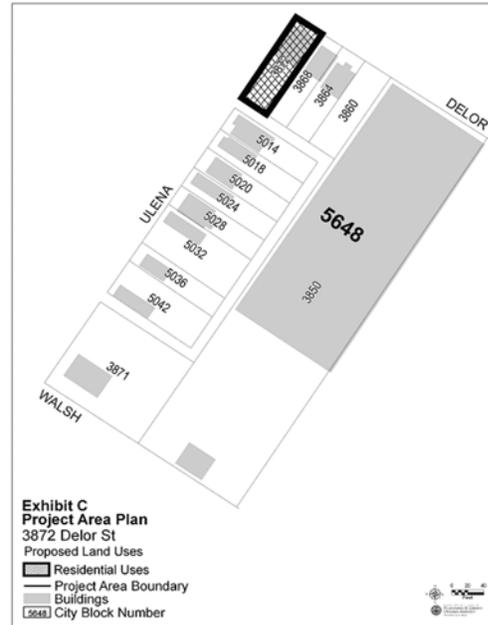
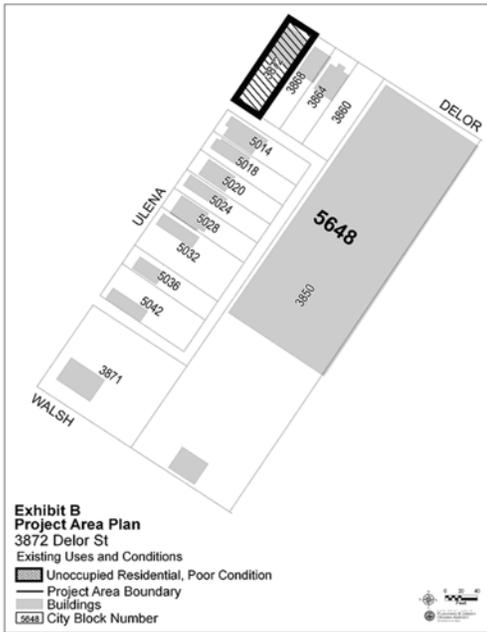
\$150.50. NO PROGRESS. MCY

Court Date: 08/28/07

CASE PAID/CLOSED: FINE/COURT COST \$150.50. FILE SENT TO BLDG. MCY

Approved: July 27, 2009

ORDINANCE NO. 68417 – EXHIBITS B, C & D



**ORDINANCE #68418**  
**Board Bill No. 83**

An ordinance approving a blighting study and redevelopment plan dated May 26, 2009 for the 4400-04 S. Grand Blvd. Redevelopment Area (as further defined herein, the "Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 RSMo inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "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 attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430 RSMo, as amended; finding that there is a feasible financial plan for the redevelopment of the Area which affords no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, but if it should become occupied, the Redeveloper(s) (as defined herein) shall be responsible for providing relocation assistance pursuant to the Plan to 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 up to a ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") 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; and containing a severability clause.

**WHEREAS**, the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, inadequate or outmoded design and conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes 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 and 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**, this Board has considered the "Blighting Study and Redevelopment Plan for the 4400-04 S. Grand Blvd Redevelopment Area" dated May 26, 2009, consisting of a Title Page; a Table of Contents Page, eight (8) numbered pages and Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

**WHEREAS**, there is a need for the LCRA to undertake the redevelopment of the Area as a land clearance project under the Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4) RSMo, as amended; and

**WHEREAS**, the LCRA has, after considering each individual parcel of property in the Area and finding the Area to be blighted, approved the Plan and recommended approval of the Plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this Board; and

**WHEREAS**, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan; 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 RSMo, as amended, 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 that general plan; and

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

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

**WHEREAS**, the Plan prescribes 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 RSMo, as amended, this Board placed public notices in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in those notices 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, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 4400-04 S. Grand Blvd Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City 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 99.320(3) RSMo, as amended, and are evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated May 26, 2009 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

**SECTION TWO.** The redevelopment of the 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 Plan (including the Blighting Report) 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 the Plan with the Minutes of this meeting.

**SECTION FIVE.** The Plan 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, 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 redevelopments to be sought pursuant to the requirements of the Statute.

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

**SECTION NINE.** None of the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced by the Redeveloper(s) (as defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper(s) at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

**SECTION TEN.** The Plan 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(s)") 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(s) 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, Redeveloper(s) 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 (as further defined below, "MBEs") and Women's Business Enterprises ("as further defined below ("WBEs") will be

solicited and fairly considered for contracts, subcontracts and purchase orders;

- (c) To be bound by the conditions and procedures regarding the utilization of MBEs and WBEs established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (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 pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City 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 entered into directly by Redeveloper(s).

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by Minority Group Member(s) (as defined below) who have at least fifty-one percent (51%) ownership therein. 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 having 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(s)" as used in this Section shall include heirs, successors in interest, and assigns.

**SECTION FOURTEEN.** The Redeveloper(s) may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, RSMo, 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, any Redeveloper(s) 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 similar local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of the Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such urban redevelopment corporation shall own property within the Area, then for a period of up to the first ten (10) years after the date such urban redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to that property. In addition to such taxes, any such urban redevelopment corporation shall for a period of up to ten (10) years make a payment in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the improvements located on the property during the calendar year two (2) years prior to the calendar year during which such urban redevelopment corporation shall have acquired title to such property. If such property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such urban redevelopment corporation for such period of up to the first ten (10) years of the 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 two (2) years prior to the calendar year during which such urban redevelopment corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the real 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 urban redevelopment corporation, so long as such successors shall continue to use such property as provided in the Plan and in any agreement with the LCRA. In no event shall such benefits extend beyond ten (10) years after any urban redevelopment corporation shall have acquired title to the property.

**SECTION FIFTEEN.** Any proposed modification which will substantially change the Plan must be approved by this Board 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.

**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 4400-04 S. GRAND BLVD. AREA  
LEGAL DESCRIPTION**

CB 2730 GRAND BL  
51 FT 6 IN X 100 FT  
GRAND AVE HTS ADDN  
LOT W 51  
  
**2730-00-02300**  
4400-04 S. Grand Blvd.

**ATTACHMENT "B"  
Form: 05/06/09**

BLIGHTING STUDY AND REDEVELOPMENT PLAN  
FOR THE  
**4400-04 S. GRAND BLVD**  
PROJECT # 1421  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
May 26, 2009  
  
MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR  
4400-04 S. GRAND BLVD. AREA**

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- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT

**A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT**

1. DELINEATION OF BOUNDARIES

The 4400-04 S.Grand Blvd. Redevelopment Area ("Area") encompasses approximately 0.12 acres in the Dutchtown Neighborhood of the City of St. Louis ("City") and is located on the southeast corner of S. Grand Blvd. and Osceola St. with Tennessee Ave. to the east and Grace Ave. to the west.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 2730. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 10.0% unemployment rate for the City as of March , 2009. 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 four family residential building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

Residential density for the surrounding neighborhoods is approximately 17.72 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

None of the property within the Area is occupied and it is in the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "A" Single Family Dwelling District by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper(s)") shall be permitted to use said property only for the above proposed uses.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The Strategic Land Use Plan as amended 2009 designated it as a Neighborhood Preservation Area (NPA).

3. PROPOSED ZONING

The zoning for the Area may require changing, depending on the future use. 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 "Strategic Land Use Plan of the City of St. Louis" (2009). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

No new jobs will be created in this Area because the proposed redevelopment is residential.

6. CIRCULATION

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

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.

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be redeveloped such that it is an attractive residential asset to the surrounding neighborhood.

b. **Urban Design Regulations**

- 1.) **Rehabilitation** shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design
- 2.) **New construction** or alterations shall be positioned on their lot so that any existing recurrent building masses and spaces is continued as well as the pattern of setback from the street.
- 3.) **Exterior Materials** All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.
- 4.) **Architectural Details** on existing structures shall be maintained in a similar size, detail and material. Where they are badly deteriorated, similar details salvaged from other buildings may be substituted. Both new and replacement window and doorframes shall be limited to wood or color finished aluminum on the street facing facades, including basement windows. Raw or unfinished aluminum and glass block are not acceptable. Awnings of canvas only are acceptable.
- 5.) **Roof Shapes.** When one roof shape is employed in a predominance of existing buildings in a block, any proposed new construction or alteration should be viewed with respect to its compatibility with the existing adjacent buildings.
- 6.) **Roof Materials** shall be slate, tile, copper or asphalt shingles where the roof is visible from the street. Brightly colored asphalt shingles are not appropriate.

c. **Landscaping**

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

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing in the front yards shall be limited to ornamental metal with a black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style. Fencing facing a side street shall be ornamental metal or a good quality board fence up to six (6) feet in height provided landscaping is provided between the fence and the sidewalk.

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2 ½) feet high on planting and maintained at three and one-half (3 ½) 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 agreements between the LCRA and the Redeveloper(s). 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(s).

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 redevelopment that promotes the health, safety, morals, order, convenience, prosperity, general welfare, efficiency and economy of the City.

**C. PROPOSED SCHEDULE OF REDEVELOPMENT**

The implementation of this Plan shall take place in a single phase initiated within approximately two (2) year(s) of approval of this Plan by ordinance and completed within approximately three (3) year(s) 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 redevelopment 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 redevelopment of the Area will be borne by the Redeveloper(s).

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(s).

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 Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) 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

None the property within the Area is currently occupied. 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**

Redeveloper(s) 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 taxes collected for 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, Redeveloper(s) 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 taxes collected for 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year two years preceding the calendar year during which the corporation shall have acquired title to the property. In addition to such taxes, any such corporation shall for up to 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 two years preceding the calendar year during which such corporation shall have acquired title to that property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the 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 two years preceding the calendar year during which such corporation shall lease that 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 the property as provided in this Plan and in any Agreement 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**

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

**4. ENFORCEMENT**

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), 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(s), 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 PDA.

**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 St. Louis 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 4400-04 S. GRAND BLVD. AREA  
LEGAL DESCRIPTION**

CB 2730 GRAND BL  
51 FT 6 IN X 100 FT  
GRAND AVE HTS ADDN  
LOT W 51

**2730-00-02300**  
4400-04 S. Grand Blvd.

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 02/08/08**

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper(s) 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(s) shall contractually require its contractors and subcontractors to comply with such laws.

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

The Redeveloper(s) 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(s), 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(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the 4400-04 S. Grand Blvd. Redevelopment Area

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including defective and inadequate streets, insanitary or unsafe conditions, deterioration or inadequate site improvements, improper subdivision or obsolete platting and conditions which endanger life or property by fire or other causes.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a sound, health safety liability. It, therefore, qualifies as a "blighted area" as such term is defined in Section 99.320(3) of the Missouri Revised Statute (2000) as amended.

Subject Property is: \_\_\_\_\_ vacant land \_\_\_\_\_ X \_\_\_\_\_ unoccupied residential \_\_\_\_\_ unoccupied/occupied commercial

Subject Property is: \_\_\_\_\_ secured \_\_\_\_\_ X \_\_\_\_\_ unsecured

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has not a predominance of defective or inadequate streets
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not insanitary or unsafe conditions
If answer is yes, explain: Both front and rear porches are in need of repair/replacement.

The subject property \_\_\_\_\_ has \_\_\_\_\_ has not deterioration of site conditions
If answer is yes, explain: Property is overgrown and open, which has caused some illegal dumping

The subject property \_\_\_\_\_ has \_\_\_\_\_ X \_\_\_\_\_ has not improper subdivision or absolute platting
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: Property is not completely boarded up and is accessible through several windows and doors.

The subject property \_\_\_\_\_ X \_\_\_\_\_ does \_\_\_\_\_ does not retard the provision of housing accommodations
If answer is yes, explain: the building is uninhabitable.

The subject property \_\_\_\_\_ X \_\_\_\_\_ does \_\_\_\_\_ does not constitute an economic liability
If answer is yes, explain: Property cannot produce income in its current condition

The subject property \_\_\_\_\_ does \_\_\_\_\_ X \_\_\_\_\_ does not constitute a social liability
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ is \_\_\_\_\_ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The overgrown yard is a health and security risk

The subject property \_\_\_\_\_ x \_\_\_\_\_ is \_\_\_\_\_ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The building has been unoccupied for several years, therefore having no maintenance.

The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of lack of air sanitation or open space. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of high density of population.
If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ is \_\_\_\_\_ X \_\_\_\_\_ is not detrimental because of overcrowding of buildings, overcrowding of land. If answer is yes, explain: \_\_\_\_\_

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not conditions which endanger life or property by fire and other causes. If answer is yes, explain: The property has had a total of fifteen complaints to CSB for various violations

The subject property \_\_\_\_\_ X \_\_\_\_\_ has \_\_\_\_\_ has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency.

If answer is yes, explain: The derelict property was condemned in 2006 for occupancy. It was determined at that time that the building would not be demolished, but needed extensive rehabilitation to be habitable.

Approved: July 27, 2009

ORDINANCE NO. 68418 – EXHIBITS B, C & D

