

**ORDINANCE #66908**  
**Board Bill No. 266**

An ordinance approving a Redevelopment Plan for the 3301-11 Chouteau Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated September 27, 2005 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **no** property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is **partially occupied**, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

**WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 3301-11 Chouteau Avenue Area," dated September 27, 2005, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 3301-11 Chouteau Ave. Area.

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated September 27, 2005 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

**SECTION EIGHT.** The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") **may not** acquire any property in the Area by the exercise of eminent domain.

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

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

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

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

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

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

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

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

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

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

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

**SECTION FOURTEEN.** The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

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

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

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

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

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

EXHIBIT "A"

3301-11 Chouteau Avenue AREA  
LEGAL DESCRIPTION

CB 2234 E & W CHOUTEAU  
175 FT X 145 FT 0.583 ACRES  
RANKENS ADDN  
LOT 7 TO 13 ALSO 1/2 VAC ALLEY  
2234-18-01100  
3301-11 Chouteau Avenue

EXHIBIT "B"  
Form: 09/26/05

BLIGHTING STUDY AND PLAN  
FOR THE  
3301-11 CHOUTEAU AVENUE AREA  
PROJECT #9918  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
SEPTEMBER 27, 2005

MAYOR  
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR  
3301-11 Chouteau Avenue Area

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**EXHIBITS**

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

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

1. DELINEATION OF BOUNDARIES

The 3301-11 Chouteau Avenue Area ("Area") encompasses approximately 0.583 acres in the Midtown neighborhood of the City of St. Louis ("City").

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 parcels of City Block 2234. The Area is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 8.5% unemployment rate for the City as of July 2005. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately 10-20 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include a partially occupied commercial building

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for commercial and industrial purposes.

Residential density for the surrounding neighborhoods is approximately 5.10 persons per acre.

5. CURRENT ZONING

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

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

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

3. PROPOSED ZONING

The zoning for the Area should remain "J" Industrial District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the 2005 Strategic Land Use Plan of the City of St. Louis. Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 25 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

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

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

c. **Landscaping**

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

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

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

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

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than

the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the area through the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

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

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

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"****3301-11 Chouteau Avenue AREA  
LEGAL DESCRIPTION**

CB 2234 E & W CHOUTEAU  
175 FT X 145 FT 0.583 ACRES  
RANKENS ADDN  
LOT 7 TO 13 ALSO ½ VAC ALLEY  
**2234-18-01100**  
3301-11 Chouteau Avenue

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 08/02/99****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

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

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

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

**Approved: November 17, 2005**

**ORDINANCE NO. 66908 - EXHIBITS B, C & D**

**ORDINANCE #66909**  
**Board Bill No. 268**

An ordinance approving a Redevelopment Plan for the 2865 Arlington Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan, dated September 27, 2005, for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **any** property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area **is unoccupied; but if it should become occupied** the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall not be available any real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

**WHEREAS,** the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 2865 Arlington Avenue Area," dated September 27, 2005, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 2865 Arlington Avenue Area.

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated September 27, 2005 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

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

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

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

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

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

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.

- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

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

**SECTION FOURTEEN.** The Redeveloper may not seek real estate tax abatement pursuant to this ordinance.

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

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

**EXHIBIT "A"**

**THE 2865 ARLINGTON AVENUE REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

CB 4825 ARLINGTON 10 ft. by 172 ft. one-half inch, Mass Life Ins Subdn, Lot N-37

**Parcel ID #: 482500296**

**EXHIBIT "B"  
Form: 10/03/05**

BLIGHTING STUDY AND PLAN  
FOR THE  
**2865 ARLINGTON AVENUE AREA**  
PROJECT # 9878  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
SEPTEMBER 27, 2005

MAYOR  
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR  
THE 2865 ARLINGTON AVE. AREA**

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

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

1. DELINEATION OF BOUNDARIES

The 2865 Arlington Avenue Area ("Area") encompasses approximately 0.03 acre in the Wells Goodfellow Neighborhood of the City of St. Louis ("City") and is located on the west side of Arlington Avenue, between St. Louis Avenue to the north and Wabada Avenue to the south.

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 part of City Block 4825 and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 8.6% unemployment rate for the City as of May, 2005. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area. There are currently no jobs within the Redevelopment Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include a vacant lot.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily residential.

Residential density for the surrounding neighborhoods is approximately 10.44 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic 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 99.300 *et seq.* of the Revised Statutes of Missouri, 2000, as amended, (the Land Clearance for Redevelopment Authority Law).

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of this property for institutional use.

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

The zoning for the Area can remain "A" Single-Family Dwelling District, but may require rezoning. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis, which includes the 2005 Strategic Land Use

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately ten permanent new jobs will be created in this Area.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

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

c. **Landscaping**

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

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

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing 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 at or behind the building line, but facing a street, shall be ornamental metal or masonry 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.

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. **RELOCATION ASSISTANCE**

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

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

The Redeveloper may not seek real estate tax abatement pursuant to this Plan.

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"**

**THE 2865 ARLINGTON AVENUE REDEVELOPMENT AREA  
LEGAL DESCRIPTION**

CB 4825 ARLINGTON 10 ft. by 172 ft. one-half inch, Mass Life Ins Subdn, Lot N-37

**Parcel ID #: 482500296**

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 05/26/99****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redevelopment shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

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

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

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

**Approved: November 17, 2005**

**ORDINANCE NO. 66909 - EXHIBITS B, C & D**

**ORDINANCE #66910**  
**Board Bill No. 272**

An ordinance approving a Redevelopment Plan for the 3667 and 3671 Mcree Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated July 26, 2005 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **no** property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is **unoccupied, but if it should become occupied**, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

**WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 3667 and 3671 McRee Ave. Area," dated July 26, 2005, consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 3667 and 3671 Ave. Area.

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated July 26, 2005 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

**SECTION EIGHT.** The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") **may not** acquire any property in the Area by the exercise of eminent domain.

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

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

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

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

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

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

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

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

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

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

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

**SECTION FOURTEEN.** The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

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

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

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

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

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

EXHIBIT "A"

3667 and 3671 McRee Avenue AREA  
LEGAL DESCRIPTION

Parcel 1 C.B. 2123 MCREE  
27 FT 6 IN X 128 FT  
DUNDEE PL ADDN  
LOT E3 W4  
**2123-00-0450**  
3667 McRee Avenue

Parcel 2 C.B. 2123 MCREE  
40 X 128  
DUNDEE ADDN  
LOT W3  
**2123-00-0460**  
3671 McRee Avenue

EXHIBIT "B"  
Form: 06/23/05

BLIGHTING STUDY AND PLAN  
FOR THE  
**3667 AND 3671 MCREE AVENUE AREA**  
PROJECT #9878  
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
OF THE CITY OF ST. LOUIS  
July 26, 2005

MAYOR  
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR  
3667 and 3671 McRee Ave. Area

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- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

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

**1. DELINEATION OF BOUNDARIES**

The 3667 and 3671 McRee Ave. Area ("Area") encompasses approximately 0.2 acres in the Tiffany neighborhood of the City of St. Louis ("City") and is located on the north side of McRee Ave. with S. Grand Blvd. to the east and Spring 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 twoparcels of City Block 2123. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate an 9.6% unemployment rate for the City as of December, 2004. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

**3. PRESENT LAND USE OF THE AREA**

Existing land uses within the Area include two unoccupied single family residential buildings

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

**4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES**

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

Residential density for the surrounding neighborhoods is approximately 9.97 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

**B. PROPOSED DEVELOPMENT AND REGULATIONS**

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

The zoning for the Area can remain "C" Multi-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 (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting.

Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The properties shall be developed so they are attractive residential assets to the surrounding neighborhood.

b. **Urban Design Regulations**

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

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

c. **Landscaping**

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

d. **Fencing**

Fencing in the front yards and facing side streets shall be limited to ornamental metal with 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.

9. PARKING REGULATIONS

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

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

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

**D. EXECUTION OF PROJECT**

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the area through the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

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

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

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

amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

#### **G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

##### **1. LAND USE**

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

##### **2. CONSTRUCTION AND OPERATIONS**

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

##### **3. LAWS AND REGULATIONS**

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

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

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

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

#### **H. MODIFICATIONS OF THIS PLAN**

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

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

#### **I. DURATION OF REGULATION AND CONTROLS**

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

#### **J. EXHIBITS**

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

#### **K. SEVERABILITY**

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

**EXHIBIT "A"****3667 and 3671 McRee Avenue AREA  
LEGAL DESCRIPTION**

Parcel 1 C.B. 2123 MCREE  
27 FT 6 IN X 128 FT  
DUNDEE PL ADDN  
LOT E3 W4  
**2123-00-0450**  
3667 McRee Avenue

Parcel 2 C.B. 2123 MCREE  
40 X 128  
DUNDEE ADDN  
LOT W3  
**2123-00-0460**  
3671 McRee Avenue

See attached Exhibits B, C & D

**EXHIBIT "E"  
FORM: 08/02/99****EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

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

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

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

**Approved: November 17, 2005**

**ORDINANCE NO. 66910 - EXHIBITS B, C & D**

**ORDINANCE #66911**  
**Board Bill No. 10**  
**Committee Substitute**

An ordinance submitting to the qualified voters of the City of St. Louis a proposed amendment to the Charter of the City of St. Louis amending Paragraph (e) of Section Three of Article XVIII of the Charter of the City of St. Louis relating to the filling of vacancies within the civil service system; providing for an election to be held thereon; and for the manner of voting thereat and containing an emergency clause.

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

**Section One.** The following amendment to the Charter of the City of St. Louis is hereby proposed and submitted to the voters of the city and to be voted upon at an election to be held as hereinafter provided.

The said amendment is in words and figures as follows:

Paragraph (E) of Section Three of Article XVIII of the Charter of the City of St. Louis relating to the filling of vacancies within the civil service system, is hereby amended to read as follows:

**Section 3. Scope of Civil Service Rules--**

(e) Filling vacancies: promotions. For filling vacancies in higher competitive positions, so far as practicable on competitive examinations, either promotion or open to the public shall result in giving current permanent employees who pass an examination for a position in the classified service a preference, of five points (5) on a scale of one hundred points (100) on such competitive examination.

**Section Two.** The foregoing proposed amendment to the Charter of the City of St. Louis shall be submitted to the qualified voters at the general election to be held on November 6, 2006, and if said proposed amendment shall receive in its favor the votes of three-fifths of the qualified voters voting at such election for or against said proposed amendment such amendment shall be adopted and become a part of the Charter of the City of St. Louis from the date of said election. Qualified voters of the City of St. Louis may at the election aforesaid vote a ballot substantially in the following form:

**OFFICIAL BALLOT**

Instructions to Voters:

To vote in favor of the proposition submitted upon this ballot, place an "X" in the square opposite the word "YES" and to vote against any proposition submitted upon this ballot, place an "X" in the square opposite the word "NO".

The amendment shall appear on the ballot substantially, as follows:

"Shall Paragraph (E) of Section Three of Article XVIII of the Charter of the City of St. Louis be amended, as follows, for the purpose of limiting the advantage given to current permanent city employees on competitive examinations for civil service positions with the City?

**Section 3. Scope of Civil Service Rules--**

(e) Filling vacancies: promotions. For filling vacancies in higher competitive positions, so far as practicable on competitive examinations, either promotion or open to the public shall result in giving current permanent employees who pass an examination for a position in the classified service a preference, of five points (5) on a scale of one hundred points (100) on such competitive examination.

The Board of Election Commissioners shall provide the ballots or voting machines or both and conduct the election and shall ascertain and certify the result thereof according to the law.

If voting machines are used, the aforesaid "OFFICIAL BALLOT" shall be placed or posted on the said voting machines wherever said machines are used under the direction of the Board of Election Commissioners for the City of St. Louis and according to law.

**Section Three.** Upon the approval of this ordinance, it shall be published in the City Journal, the official publication of the City of St. Louis, Missouri. Proof of the publication of this ordinance shall be made by affidavit of the City Register, and such affidavit shall be filed in the office of the City Register and a copy of such publication shall be attached thereto.

**Section Four.** Upon the approval of this charter amendment, it shall be certified and deposited as required by Article VI, Section 33 of the Constitution of Missouri and shall be filed in the office of the City Register.

**Section Five.** This being a bill calling for an election for submission to the people of an amendment to the Charter of the

City of St. Louis, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

**Approved: November 23, 2005**

**ORDINANCE #66912  
Board Bill No. 11  
Committee Substitute**

An ordinance submitting to the qualified voters of the City of St. Louis a proposed amendment to the Charter of the City of St. Louis repealing Paragraphs (d) and (g) of Section Three of Article XVIII of the Charter of the City of St. Louis relating to the certification and appointment of eligible candidates for city employment and further providing for temporary appointments to competitive positions within the civil service system and enacting in lieu thereof is new Paragraphs (d) and (g) for Section Three; providing for an election to be held thereon; and for the manner of voting thereat and containing an emergency clause.

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

**Section One.** The following amendment to the Charter of the City of St. Louis is hereby proposed and submitted to the voters of the city and to be voted upon at an election to be held as hereinafter provided.

The said amendment is in words and figures as follows:

Paragraphs (d) and (g) of Section Three of Article XVIII of the Charter of the City of St. Louis relating to the certification and appointment of eligible candidates for city employment and further providing for temporary appointments to competitive positions within the civil service system, is hereby repealed and enacted in lieu thereof is new paragraphs (d) and (g) for Section Three which shall be and read as follows:

**Section 3. Scope of civil service rules.**

(d) Certification and appointment of eligibles. For certification of eligibles and for appointment and promotion to competitive positions on the basis of such tests, subject to a working test period of probation not to exceed one year. One of the highest six (6) eligibles certified or remaining on the list of eligibles certified to be appointed to each vacancy;

(g) Temporary appointments. For temporary appointments, without competitive tests, to competitive positions, for not to exceed six months, except with the approval of the Director of Personnel, but no extension will exceed three (3) months.

**Section Two.** The foregoing proposed amendment to the Charter of the City of St. Louis shall be submitted to the qualified voters of the City at the general election to be held on November 6, 2006, and if said proposed amendment shall receive in its favor the votes of three-fifths of the qualified voters voting at such election for or against said proposed amendment such amendment shall be adopted and become a part of the Charter of the City of St. Louis from the date of said election. Qualified voters of the City of St. Louis may at the election aforesaid vote a ballot substantially in the following form:

**OFFICIAL BALLOT**

Instructions to Voters:

To vote in favor of the proposition submitted upon this ballot, place an "X" in the square opposite the word "YES" and to vote against any proposition submitted upon this ballot, place an "X" in the square opposite the word "NO".

The amendment shall appear on the ballot substantially, as follows:

**Section 3. Scope of civil service rules.**

(d) Certification and appointment of eligibles. For certification of eligibles and for appointment and promotion to competitive positions on the basis of such tests, subject to a working test period of probation not to exceed one year. One of the highest six (6) eligibles certified or remaining on the list of eligibles certified to be appointed to each vacancy;

(g) Temporary appointments. For temporary appointments, without competitive tests, to competitive positions, for not to exceed six months, except with the approval of the Director of Personnel, but no extension will exceed three (3) months.

The Board of Election Commissioners shall provide the ballots or voting machines or both and conduct the election and shall ascertain and certify the result thereof according to the law.

If voting machines are used, the aforesaid "OFFICIAL BALLOT" shall be placed or posted on the said voting machines wherever said machines are used under the direction of the Board of Election Commissioners for the City of St. Louis and according to law.

**Section Three.** Upon the approval of this ordinance, it shall be published in the City Journal, the official publication of the City of St. Louis, Missouri. Proof of the publication of this ordinance shall be made by affidavit of the City Register, and such affidavit shall be filed in the office of the City Register and a copy of such publication shall be attached thereto.

**Section Four.** Upon the approval of this charter amendment, it shall be certified and deposited as required by Article VI, Section 33 of the Constitution of Missouri and shall be filed in the office of the City Register.

**Section Five.** This being a bill calling for an election for submission to the people of an amendment to the Charter of the City of St. Louis, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

**Approved: November 23, 2005**

**ORDINANCE #66913  
Board Bill No. 12  
Committee Substitute**

An ordinance submitting to the qualified voters of the City of St. Louis a proposed amendment to the Charter of the City of St. Louis repealing Paragraph (h) of Section One of Article XVIII of the Charter of the City of St. Louis relating to the definition of the term "Excepted Position" as it applies to the civil service system and enacting in lieu thereof is a new Paragraph (h) for Section One; providing for an election to be held thereon; and for the manner of voting thereat and containing an emergency clause.

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

**Section One.** The following amendment to the Charter of the City of St. Louis is hereby proposed and submitted to the voters of the city and to be voted upon at an election to be held as hereinafter provided.

The said amendment is in words and figures as follows:

Paragraph (h) of Section One of Article XVIII of the Charter of the City of St. Louis relating to the definition of the term "Excepted Position" as it applies to the civil service system, is hereby repealed and enacted in lieu thereof is a new paragraph (h) for Section One which shall be and read as follows:

Section 1 Definitions.

- (h) "Excepted position" means any position in the classified service not subject to the provisions of this article requiring competitive tests of fitness for appointment and such other provisions as, by their terms, apply specifically to competitive positions alone. All such positions, however, shall be subject to all the other provisions of this article insofar as consistent with law and with this exception. The following described positions, and no others, shall be deemed to be excepted positions:
  - a. all positions filled by election of the people;
  - (2) all positions of heads of principal departments and of independent agencies, that are filled by appointment by the mayor;
  - (3) all positions in the Mayor's Office, except that no employee will lose their job or status due to this change;
  - (4) all positions of paid members of boards;
  - (5) all officers and employees of the board of aldermen;

**Section Two.** The foregoing proposed amendment to the Charter of the City of St. Louis shall be submitted to the qualified voters of the City at the general election to be held on November 6, 2006, and if said proposed amendment shall receive in its favor the votes of three-fifths of the qualified voters voting at such election for or against said proposed amendment such amendment shall be adopted and become a part of the Charter of the City of St. Louis from the date of said election. Qualified voters of the City of St. Louis may at the election aforesaid vote a ballot substantially in the following form:

**OFFICIAL BALLOT**

Instructions to Voters:

To vote in favor of the proposition submitted upon this ballot, place an "X" in the square opposite the word "YES" and to vote against any proposition submitted upon this ballot, place an "X" in the square opposite the word "NO".

The amendment shall appear on the ballot substantially, as follows:

## Section 1 Definitions.

- (h) "Excepted position" means any position in the classified service not subject to the provisions of this article requiring competitive tests of fitness for appointment and such other provisions as, by their terms, apply specifically to competitive positions alone. All such positions, however, shall be subject to all the other provisions of this article insofar as consistent with law and with this exception. The following described positions, and no others, shall be deemed to be excepted positions:
- (1) all positions filled by election of the people;
  - (2) all positions of heads of principal departments and of independent agencies, that are filled by appointment by the mayor;
  - (3) all positions in the Mayor's Office, except that no employee will lose their job or status due to this change
  - (4) all positions of paid members of boards;
  - (5) all officers and employees of the board of aldermen;

The Board of Election Commissioners shall provide the ballots or voting machines or both and conduct the election and shall ascertain and certify the result thereof according to the law.

If voting machines are used, the aforesaid "OFFICIAL BALLOT" shall be placed or posted on the said voting machines wherever said machines are used under the direction of the Board of Election Commissioners for the City of St. Louis and according to law.

**Section Three.** Upon the approval of this ordinance, it shall be published in the City Journal, the official publication of the City of St. Louis, Missouri. Proof of the publication of this ordinance shall be made by affidavit of the City Register, and such affidavit shall be filed in the office of the City Register and a copy of such publication shall be attached thereto.

**Section Four.** Upon the approval of this charter amendment, it shall be certified and deposited as required by Article VI, Section 33 of the Constitution of Missouri and shall be filed in the office of the City Register.

**Section Five.** This being a bill calling for an election for submission to the people of an amendment to the Charter of the City of St. Louis, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

**Approved: November 23, 2005**

**ORDINANCE #66914  
Board Bill No. 215**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on East 14<sup>th</sup> Street by blocking said traffic flow at a point Two Hundred and Fifty (250) feet south of the south curb line of Cass Avenue and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, East 14<sup>th</sup> Street at a point Two Hundred and Fifty (250) feet south of the south curb line of Cass Avenue.

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

**Approved: November 23, 2005**

**ORDINANCE #66915  
Board Bill No. 217**

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

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

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

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

Approved: November 23, 2005

**ORDINANCE #66916  
Board Bill No. 218**

An ordinance amending Section One of Ordinance 66779 pertaining to the temporary closing of Agnes Street by blocking said traffic flow at the east curb line of 20<sup>th</sup> Street, changing the location of the closing to the east curb line of 21<sup>st</sup> Street and containing an emergency clause.

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

SECTION ONE: Section One of Ordinance 66779 is hereby amended to read as follows:

Section One. The Director of Streets is hereby authorized to temporarily close and barricade, for a period of six months, Agnes Street at the east curb line of 21<sup>st</sup> Street.

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

Approved: November 23, 2005

**ORDINANCE #66917  
Board Bill No. 253**

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build and maintain an above-ground sewer facility, sewer or sewers, ingress and egress roadway, and appurtenances on various strips of ground in City Blocks 2832, 2889, and 2919, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build and maintain an above-ground sewer facility, sewer or sewers, ingress and egress roadway, and appurtenances on various strips of ground in City Blocks 2832, 2889, and 2919

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

**Exhibit "A"**

**EASEMENT**

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS. That the City of St. Louis, a municipal corporation of the State of Missouri, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by the Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on the Metropolitan St. Louis Sewer District the exclusive right to build and maintain an above-ground sewer facility, sewer or sewers, ingress and egress roadway, and appurtenances on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid above-ground sewers, ingress and egress roadway and appurtenances, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

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IN WITNESS WHEREOF, the said City of St. Louis, a municipal corporation of the State of Missouri, has caused these presents to be signed by its Mayor and Comptroller this \_\_\_\_\_ day of \_\_\_\_\_ 2005.



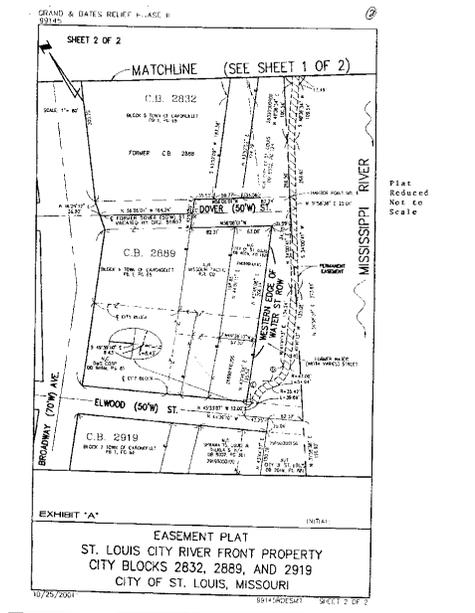
WIDE) STREET RIGHT-OF-WAY; THENCE NORTH 45 DEGREES 33 MINUTES 07 SECONDS WEST A DISTANCE OF 12.00 FEET TO A POINT OF CURVATURE BEING WITHIN SAID RIGHT-OF-WAY; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 47.42 FEET AN ARC DISTANCE OF 53.14 FEET (CHORD OF NORTH 76 DEGREES 33 MINUTES 15 SECONDS EAST, 50.41 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AN ARC DISTANCE OF 40.91 FEET (CHORD OF NORTH 75 DEGREES 10 MINUTES 25 SECONDS EAST, 38.62 FEET) TO A POINT; THENCE NORTH 41 DEGREES 41 MINUTES 13 SECONDS EAST A DISTANCE OF 134.24 FEET TO A POINT; THENCE NORTH 34 DEGREES 00 MINUTES 41 SECONDS EAST A DISTANCE OF 266.50 FEET TO A POINT; THENCE NORTH 40 DEGREES 36 MINUTES 34 SECONDS EAST A DISTANCE OF 100.54 FEET TO A POINT; THENCE NORTH 34 DEGREES 05 MINUTES 47 SECONDS EAST A DISTANCE OF 375.26 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 39.27 FEET (CHORD OF NORTH 10 DEGREES 54 MINUTES 13 SECONDS WEST, 35.36 FEET) TO A POINT; THENCE NORTH 55 DEGREES 54 MINUTES 13 SECONDS WEST, A DISTANCE OF 10.19 FEET TO A POINT; THENCE NORTH 32 DEGREES 03 MINUTES 15 SECONDS EAST A DISTANCE OF 12.01 FEET TO THE POINT; THENCE SOUTH 55 DEGREES 54 MINUTES 13 SECONDS EAST A DISTANCE OF 10.62 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AN ARC DISTANCE OF 39.27 FEET (CHORD OF NORTH 79 DEGREES 05 MINUTES 47 SECONDS EAST, 35.36 FEET) TO A POINT; THENCE NORTH 34 DEGREES 05 MINUTES 47 SECONDS EAST A DISTANCE OF 5.60 FEET TO A POINT; THENCE NORTH 55 DEGREES 57 MINUTES 00 SECONDS WEST A DISTANCE OF 36.71 FEET TO A POINT; THENCE NORTH 32 DEGREES 03 MINUTES 15 SECONDS EAST A DISTANCE OF 13.88 FEET TO A POINT; THENCE NORTH 56 DEGREES 04 MINUTES 57 SECONDS WEST A DISTANCE OF 2.00 FEET TO A POINT; THENCE NORTH 32 DEGREES 03 MINUTES 15 SECONDS EAST A DISTANCE OF 30.02 FEET TO A POINT; THENCE SOUTH 56 DEGREES 04 MINUTES 57 SECONDS EAST A DISTANCE OF 2.00 FEET TO A POINT; THENCE NORTH 32 DEGREES 03 MINUTES 15 SECONDS EAST A DISTANCE OF 20.65 FEET TO THE POINT OF BEGINNING CONTAINING 25,289 SQUARE FEET OR 0.58 ACRES MORE OR LESS.

See attached Exhibit "A"

Approved: November 23, 2005

ORDINANCE NO. 66917 - EXHIBIT A

66917



**ORDINANCE #66918**  
**Board Bill No. 254**

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Subterranean Easement Agreement, which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build a tunnel located underground in the Easement on a strip of ground in City Block 2832 in which sewer line(s) will be constructed and maintained, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build a tunnel located underground in the Easement on a strip of ground in City Block 2832 in which sewer line(s) will be constructed and maintained.

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

**Approved: November 23, 2005**

**Exhibit "A"**

**SUBTERRANEAN EASEMENT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2005, by and between the City of St. Louis, a municipal corporation of the State of Missouri, ("Grantor") and The Metropolitan St. Louis Sewer District, a body corporate, a municipal corporation and a political subdivision of the State of Missouri ("Grantee").

**WITNESSETH**

Whereas, Grantor desires to grant to Grantee a Subterranean Easement to be located within the Grantor's private property which is located in City Block 2832 in the City of St. Louis, Missouri; and,

Whereas, Grantee desires to construct a tunnel located underground in the Easement in which sewer line(s) will be constructed and maintained (as per Exhibits A and B attached hereto and incorporated herein by reference); and,

Whereas Grantor may hereafter desire to construct buildings and/or improvements, which could possibly be located above the tunnel and sewer line(s) that Grantee proposes to construct, and in order to afford protection of the tunnel and sewer line(s); and,

Whereas Grantee is desirous of permitting Grantor to construct buildings and/or improvements over the Easement and whereas Grantee intends that the use and purpose of the proposed tunnel and sewer line(s) shall not interfere with the reasonable and normal use and occupancy of any future buildings and/or improvements;

NOW, THEREFORE, for good and valuable consideration paid by each party hereto, one to the other, the receipt of which is herein acknowledged, and for consideration of the mutual covenants contained herein, Grantor and Grantee hereby agree as follows:

1. Grantor does hereby give, grant, extend, and confer on Grantee an Easement to build and maintain a tunnel and sewer line(s) in the ground described, as shown hachured on the Easement Plats attached hereto as Exhibits A and B (the "Easement"). Said Easement is restricted and limited to the ground underneath the surface of the land as depicted on Exhibits A and B. Grantee may from time to time enter into the Easement under conditions stated herein to construct, reconstruct, or maintain the sewer line(s) aforesaid, and may assign its rights in this Easement to the State, County or City or other political subdivisions of the State of Missouri, provided that such political entities agree to the terms and assume the obligations of Grantee under this Easement Agreement.
2. That entry into the Easement herein granted shall only be from underground location(s) off Grantor's property unless a separate surface easement is also obtained from Grantor.
3. The development of any buildings and/or improvements over the Easement will not result in a violation of the Easement granted and accepted herein. Grantee hereby agrees that its exercise of rights under this grant of Easement shall not interfere with the reasonable and normal use and occupancy of future buildings and/or improvements located over the Easement, except as otherwise specified herein.
4. There shall be no drilling, boring, or pile driving of any kind directly over or within the Easement herein granted without the express written consent of Grantee.
5. Any use of explosives anywhere within the boundaries of the subject property must conform to all local and/or county

governments requirements. Grantor must also obtain the express written consent of Grantee in order to use explosives anywhere within the boundaries of the subject property, however, such consent shall not be arbitrarily withheld.

- 6. There shall be no excavation of any sort by grantor within the Easement herein granted.
- 7. The parties hereto agree to execute all additional documents that are necessary in order to fully confirm and facilitate the intent of this agreement.

This Easement Agreement shall be binding upon Grantor, Grantor’s heirs, executors and assigns and shall inure to the benefit of Grantee, its successors and assigns.

IN WITNESS WHEREOF, the said City of St. Louis, a municipal corporation of the State of Missouri, has caused these presents to be signed by its Mayor and Comptroller this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

CITY OF ST. LOUIS

BY: \_\_\_\_\_  
Francis G. Slay  
Mayor

BY: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

\_\_\_\_\_  
Patricia A. Hageman  
City Counselor

Attest:

\_\_\_\_\_  
Parrie L. May  
City Register

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

On this \_\_\_\_ day of \_\_\_\_\_ 2005, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Subterranean Easement Agreement on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

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

**Exhibit “A”**

BELLERIVE PARK  
SUBTERRANEAN EASEMENT

A TRACT OF LAND BEING PART OF BLOCKS 3 AND 4 TOWN OF CARONDELET AS RECORDED IN PLAT BOOK 1 PAGE 68 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS AND CONVEYED TO THE CITY OF ST. LOUIS, MISSOURI BY ORDINANCE 22937 AND 23854 OF THE CITY OF ST. LOUIS, MISSOURI RECORDS AND FURTHER DESCRIBED AS FOLLOWS;

COMMENCING FROM AN OLD COTTON SPINDLE (98.20 FEET SOUTH, 0.30 FEET WEST OF THE NORTHWEST PROPERTY CORNER OF BELLERIVE PARK) BEING ON THE EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET SOUTH 29 DEGREES 00 MINUTES 53 SECONDS WEST A DISTANCE OF 102.91 FEET TO THE POINT OF BEGINNING AND BEING ON SAID EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET AND THE CENTERLINE OF BATES (50 FEET WIDE); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE OF BROADWAY (100 FEET WIDE) STREET AND THE CENTERLINE OF BATES (50 FEET WIDE) SOUTH 55 DEGREES 57 MINUTES 00 SECONDS EAST A

DISTANCE OF 320.44 FEET ALONG THE CENTERLINE OF FORMER BATES (50 FOOT WIDE) STREET VACATED BY ORDINANCE 18602 THE CENTERLINE OF A 30 FOOT WIDE EASEMENT CENTERED ON THE CENTERLINE OF FORMER BATES (50 FOOT WIDE) STREET VACATED BY ORDINANCE 18602 TO THE WEST RIGHT-OF-WAY LINE (60 FOOT WIDE) CONVEYED TO MISSOURI PACIFIC RAILROAD COMPANY CONTAINING 9,613 SQUARE FEET OR 0.22 ACRES MORE OR LESS.

Approved: November 23, 2005

**ORDINANCE #66919**  
**Board Bill No. 260**  
**Committee Substitute**

AN ORDINANCE RELATING TO THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT AUTHORIZING AND DIRECTING THE EXECUTION OF AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND DDR SOUTHTOWN LLC; AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT TO PROVIDE FOR THE COLLECTION OF SALES TAX AND OTHER MATTERS; AND CONTAINING AN EMERGENCY AND SEVERABILITY CLAUSES.

WHEREAS, on January 31, 2003, the Southtown Realty, LLC, as Developer, submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and Developer contemplated that a transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain transportation projects, as that term is defined in the "TDD Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on April 9, 2003 following a public hearing held on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Redevelopment Plan - Southtown Redevelopment Area (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on July 3, 2003, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 65937 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 65938 authorizing the City to enter into a redevelopment agreement with Developer;

WHEREAS, on August 18, 2003, Southtown Realty, LLC, as the sole owner of real property of record, filed a petition, *In Re The Matter of Creation of Southtown Transportation Development District, Circuit Court for the City of St. Louis, Cause No. 034-02176*, for the formation of the transportation development district (the "TDD Petition") with the Circuit Court of the City of St. Louis, Missouri (the "Court");

WHEREAS, the TDD Petition identified certain projects to be undertaken by the District (the "Transportation Projects").

WHEREAS, on April 12, 2004, the Court issued its Judgment (the "Order"), which, among other things, established the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act;

WHEREAS, the District intends to impose a transportation development district sales tax at a rate not to exceed one percent (1%) as TDD Revenue (the "TDD Sales Tax") pursuant to Section 238.235 of the TDD Act for a period not to exceed twenty-three years, for the purpose of providing funds to finance the costs of the Transportation Projects or to pay debt service on TIF Obligations issued by the City which will finance such costs;

WHEREAS, Southtown Realty, LLC, the sole owner of the real property within the District filed with the Circuit Court Clerk its Unanimous Petition as its vote in approval, in lieu of an election, which was so verified and certified pursuant to the TDD Act with the TDD Sales Tax;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and by applying the TDD Sales Tax to the payment of any TIF Obligations issued by the City;

WHEREAS, the City and the District desire to enter into an Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the Transportation Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept receipt of the TDD Revenues or TDD Sales Tax, depositing same into the TDD Revenue Account within the Southtown Special Allocation Account, applying same to the TIF

Obligation issued by the City;

WHEREAS, the development of the Intergovernmental Cooperation Agreement brought about an issue requiring amendment of the original Redevelopment Agreement, as authorized by Ordinance No. 65938, in that the amount allowed to the Southtown Redevelopment Development District to cover the costs of the collection and enforcement of the Transportation Development District Tax was limited to an amount not to exceed one percent of the total sales tax collection, such amount not being sufficient to pay for even minimal costs of the District; and

WHEREAS, this Ordinance and the Intergovernmental Cooperation Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District's revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

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

SECTION ONE. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the First Amendment to Redevelopment Agreement between the City and the Developer, and the City Register is hereby authorized and directed to attest to the First Amendment to Redevelopment Agreement and to affix the seal of the City thereto. The First Amendment to Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, with such changes therein as shall be approved by the City Counselor of the City that are consistent with the intent of this Ordinance and as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

SECTION TWO. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Intergovernmental Cooperation Agreement between the City and the Southtown Transportation Development District, and the City Register is hereby authorized and directed to attest to the Intergovernmental Cooperation Agreement and to affix the seal of the City thereto. The Intergovernmental Cooperation Agreement shall be in substantially the form attached hereto as **Exhibit B**, with such changes therein as shall be approved by the City Counselor of the City that are consistent with the intent of this Ordinance and as may be necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

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

SECTION FOUR. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

#### EXHIBIT A

#### FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND BETWEEN SOUTHTOWN REALTY LLC AND THE CITY OF ST. LOUIS, MISSOURI

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2005, by and between the CITY OF ST. LOUIS, MISSOURI (the "City"), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and SOUTHTOWN REALTY LLC, (the "Developer"), a Delaware limited liability company.

#### RECITALS

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

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

WHEREAS, the Missouri Transportation Development District Act, Sections 238.200 through 238.275, Revised Statutes of Missouri, (the "TDD Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate one or more transportation related projects, as defined by the TDD Act;

WHEREAS, on January 31, 2003, the Developer submitted to the City a redevelopment plan (the "Redevelopment Plan")

for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and Developer contemplated that a transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain transportation projects, as that term is defined in the "TDD Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on April 9, 2003 following a public hearing held on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Redevelopment Plan B Southtown Redevelopment Area (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on July 3, 2003, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 65937 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 65938 authorizing the City to enter into a redevelopment agreement with Developer;

WHEREAS, on August 18, 2003, Southtown Realty, LLC, as the sole owner of real property of record, filed a petition, *In Re The Matter of Creation of Southtown Transportation Development District, Circuit Court for the City of St. Louis, Cause No. 034-02176*, for the formation of the transportation development district (the "TDD Petition") with the Circuit Court of the City of St. Louis, Missouri (the "Court");

WHEREAS, the TDD Petition identified certain projects to be undertaken by the District (the "Transportation Projects");

WHEREAS, on April 12, 2004, the Court issued its Judgment (the "Order"), which, among other things, established the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act;

WHEREAS, the District intends to impose a transportation development district sales tax at a rate not to exceed one percent (1%) as TDD Revenue (the "TDD Sales Tax") pursuant to Section 238.235 of the TDD Act for a period not to exceed twenty-three years, for the purpose of providing funds to finance the costs of the Transportation Projects or to pay debt service on TIF Obligations issued by the City which will finance such costs;

WHEREAS, Southtown Realty, LLC, the sole owner of the real property within the District filed with the Circuit Court Clerk its Unanimous Petition as its vote in approval, in lieu of an election, which was so verified and certified pursuant to the TDD Act with the TDD Sales Tax;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and by applying the TDD Sales Tax to the payment of any TIF Obligations issued by the City;

WHEREAS, the City and the District desire to enter into an Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the Transportation Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept receipt of the TDD Revenues or TDD Sales Tax, depositing same into the TDD Revenue Account within the Southtown Special Allocation Account, applying same to the TIF Obligation issued by the City;

WHEREAS, the development of the Intergovernmental Cooperation Agreement, the parties determined an issue existed which would require an amendment of the original Redevelopment Agreement, as authorized by Ordinance No. 65938, in that the amount allowed to the Southtown Redevelopment Development District to cover the costs of the collection and enforcement of the Transportation Development District Tax was limited to an amount not to exceed one percent of the total sales tax collection, such amount not being sufficient to pay for even minimal costs of the District and, therefore, such provision was not in the best interests of any of the parties.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Redevelopment Agreement between the parties, as authorized by Ordinance No. 65938, is hereby amended as follows:

(a) Section 3.8 (d) shall be deleted and replaced by the following paragraph:

"(d) 100% of TDD Sales Tax proceeds shall be used to pay debt service on the Notes or Bonds in accordance with this Agreement and the Note Ordinance, excepting therefrom the portion of the TDD Sales Tax proceeds deducted by the TDD for the TDD Administrative Costs."

(b) Section 1.1 shall be amended by adding the following definition:

“TDD Administrative Costs” means overhead expenses of the District for administration, supervision and inspection incurred in connection with the Transportation Project. District Administrative Costs are expressly limited to the following: (1) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on the behalf of the District pursuant to Section 238.222 of the TDD Act; (2) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act; (3) reimbursement of the petitioners for the costs of filing and defending the petition to establish the District and all publication and incidental costs incurred in obtaining certification of the petition pursuant to Section 238.217 of the TDD Act; (4) costs related to any authorized indebtedness of the District, including the issuance and repayment of TIF Obligations; (5) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (6) the costs of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; (7) the costs of the District in the administration, collection, enforcement and operation of the TDD Sales Tax; and (8) expenses incurred by the District in the exercise of the powers granted under Section 238.252 of the TDD Act, which consist of: (a) compensation of employees or contractors; (b) suits by or against the District; (c) the purchase of personal property necessary or convenient for the District’s activities; and (d) the collection and disbursement of funds for District activities.”

[REMAINDER OF PAGE INTENTIONALY LEFT BLANK]

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

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_  
Francis G. Slay, Mayor

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

[SEAL]

Attest:

\_\_\_\_\_  
Parrie May, City Register

Approved as to Form:

\_\_\_\_\_  
Patricia Hageman, City Counselor

“DEVELOPER”:

SOUTHTOWN REALTY LLC

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

**EXHIBIT B**

**INTERGOVERNMENTAL COOPERATION AGREEMENT  
between the  
CITY OF ST. LOUIS, MISSOURI,  
and  
THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT**

Dated as of: \_\_\_\_\_, 2005

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT** (this “Agreement”) is entered into as of \_\_\_\_\_, 2005, by and between the **CITY OF ST. LOUIS, MISSOURI** (the “City”), a political subdivision of the State of Missouri, and **THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT** (the “District”), a political subdivision of the State of Missouri.

**RECITALS**

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

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

WHEREAS, the Missouri Transportation Development District Act, Sections 238.200 through 238.275, Revised Statutes of Missouri, (the "TDD Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate one or more transportation related projects, as defined by the TDD Act;

WHEREAS, on January 31, 2003, the Developer submitted to the City a redevelopment plan (the "Redevelopment Plan") for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and Developer contemplated that a transportation development district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain transportation projects, as that term is defined in the "TDD Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on April 9, 2003 following a public hearing held on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Redevelopment Plan B Southtown Redevelopment Area (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on June 20, 2003, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 65937 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 65938 authorizing the City to enter into a redevelopment agreement with Developer;

WHEREAS, on August 18, 2003, Southtown Realty, LLC, as the sole owner of real property of record, filed a petition, *In Re The Matter of Creation of Southtown Transportation Development District, Circuit Court for the City of St. Louis, Cause No. 034-02176*, for the formation of the transportation development district (the "TDD Petition") with the Circuit Court of the City of St. Louis, Missouri (the "Court");

WHEREAS, the TDD Petition identified certain projects to be undertaken by the District (the "Transportation Projects");

WHEREAS, on April 12, 2004, the Court issued its Judgment (the "Order"), which, among other things, established the District as a political subdivision pursuant to and in accordance with the TDD Act and identified the City as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act;

WHEREAS, the District has imposed a transportation development district sales tax at a rate of one percent (1%) (the "TDD Sales Tax") pursuant to Section 238.235 of the TDD Act for a period not to exceed twenty-three years, for the purpose of providing funds to finance the costs of the Transportation Projects or to pay debt service on TIF Obligations issued by the City;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, the a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment allocation financing in accordance with the Act, and by applying the TDD Sales Tax to the payment of any TIF Obligations issued by the City;

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, having caused the construction of the Transportation Projects, will remit to the City the proceeds of the TDD Sales Tax as necessary to repay the TIF Obligation, and (b) the City will agree to accept and deposit the proceeds of the TDD Sales Tax into the TDD Account within the Southtown Special Allocation Fund, applying same to the TIF Obligation issued by the City; and

WHEREAS, this Agreement promotes and protects the health, safety, morals, and welfare of the public by allowing the District's revenues to be used to reduce the amount of TIF Revenues necessary to finance the Redevelopment Project, thereby alleviating the impact of the Redevelopment Area on the tax revenues of the City and the other taxing jurisdictions.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## ARTICLE I

### Section 1.1 Definitions of Words and Terms.

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement

unless a different meaning is specifically provided below:

“*Agreement*” means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

“*Approving Ordinance*” means Ordinance 65937, as may be amended, adopted by the City on June 20, 2003, approving the Redevelopment Plan.

“*Authorizing Ordinance*” means Ordinance 65938, as may be amended, adopted by the City on June 20, 2003, authorizing the Redevelopment Agreement.

“*Available TDD Revenue*” means all proceeds of the TDD Sales Tax imposed by the District, after deducting (a) the Collection Fee, (b) that portion of the TDD Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement) and (c) the TDD Administrative Costs.

“*City*” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local transportation authority” within the meaning of the TDD Act.

“*Collection Fee*” means an amount not to exceed one percent (1%) of the proceeds of the TDD Sales Tax.

“*Commission*” means the Missouri Highways and Transportation Commission.

“*Court*” means the Circuit Court of the City of St. Louis, Missouri.

“*Developer*” means Southtown Realty, L.L.C., a Missouri limited liability company, or its permitted successors in interest in or assigns under the Redevelopment Agreement.

“*District*” or “*TDD*” means The Southtown Transportation Development District, a political subdivision of the State of Missouri established on April 12, 2004, by the Order of the Court, pursuant to and in accordance with the TDD Act.

“*EATS Account*” means the Economic Activity Tax Account in the Special Allocation Fund.

“*Economic Activity Taxes*” or “*EATS*” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“*Note Ordinance*” means Ordinance 65972 approved by the City on July 11, 2003, and authorizing the issuance of not to exceed \$7.5 Million Dollars, plus the costs of issuance, in TIF Obligations.

“*Order*” means the Judgment and Order Organizing a Transportation Development District, entered by the Court on April 12, 2004.

“*Redevelopment Agreement*” means the Redevelopment Agreement dated as of August 15, 2003 by and between the City and the Developer as authorized by Ordinance 65938, including all amendments thereto.

“*Redevelopment Projects*” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 65938.

“*Special Allocation Fund*” means the City of St. Louis, Missouri, Southtown Special Allocation Fund created by the Approving Ordinance, and including the accounts and sub-accounts for the Southtown Redevelopment Project into which TIF Revenues and TDD Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account, an EATS Account, a Municipal Revenues Account and a TDD Account.

“*TDD Account*” means the account by that name within the Special Allocation Fund into which Available TDD Revenues are deposited in accordance with the TDD Act, this Agreement and the Redevelopment Agreement after deducting verified TDD Administrative Costs.

“*TDD Act*” means the Missouri Transportation Development District Act, Section 238.200 to 238.275 of the Revised Statutes of Missouri, as amended.

“*TDD Administrative Costs*” means an amount not to exceed \$15,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the Transportation Projects. TDD Administrative Costs are expressly limited to the following: (1) reimbursement of the board of directors of the District for actual expenditures in the performance of duties on the behalf of the District pursuant to Section 238.222 of the TDD Act; (2) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 238.250 of the TDD Act; (3) reimbursement of the petitioners for the costs of filing and defending the petition to establish the District and all publication and incidental costs incurred in obtaining certification of the petition pursuant to Section 238.217 of the TDD Act; (4) costs related to any authorized indebtedness of the District, including the issuance and repayment of TDD obligations pursuant to Section 238.240 of the TDD Act; (5) the cost of insurance obtained by the District pursuant to Section 238.255 of the TDD Act; (6) the costs of any audit by the state auditor pursuant to Section 238.272 of the TDD Act; and (7) expenses incurred by the District in the exercise of the powers granted

under Section 238.252 of the TDD Act, which consist of: (a) compensation of employees or contractors; (b) suits by or against the District; (c) the purchase of personal property necessary or convenient for the District's activities; and (d) the collection and disbursement of funds for District activities.

"*TDD Project Costs*" means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the Transportation Projects, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of demolition of buildings and the clearing and grading of land; (e) costs of construction; and (f) TDD Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

"*TDD Sales Tax*" means the transportation development district sales tax authorized by Section 238.235 of the TDD Act and imposed by the District at a rate of one percent (1%) as authorized by the District's board of directors and approved by the qualified voters of the District in accordance with the TDD Act, this Agreement and the Redevelopment Agreement.

"*TDD Sales Tax Return*" means the return as attached hereto as Exhibit A.

"*TDD Revenues*" means revenues of the TDD created in accordance with the TDD Act and as described in Section 3.8 of the Redevelopment Agreement.

"*TDD Account*" means the "TDD Account within the Southtown Special Allocation Fund" established pursuant to the Redevelopment Agreement.

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

"*TIF Obligation*" means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

"*Transportation Projects*" means (a) the construction of an approximately 468 car public surface parking lot located at the intersection of Chippewa Street and Kingshighway Boulevard in the City of St. Louis, Missouri, including site acquisition, design, demolition, earthwork, excavation, shoring, topsoil, soils testing, structural excavation, finish grading, drainage, asphalt, striping, concrete curbs and related improvements; (b) roadwork and signalization relating to the addition of a lane of traffic and signals to accommodate the proposed traffic plan, including (i) design, signalization, roadwork and utility relocation, (ii) widening and striping on Kingshighway Boulevard and Chippewa Street (iii) a new signal at Beck, and (iv) signal re-work at the two signals on Chippewa Street; and (c) construction of accompanying curb, gutter, sidewalk, storm water facilities or other similar or related infrastructure or improvement.

### **Section 1.2 Rules of Interpretation.**

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

### **Section 1.3 Recitals.**

All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

## **ARTICLE II. REPRESENTATIONS**

### **Section 2.1 Representations by the District.**

The District represents as follows:

a. The District is a transportation development district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the TDD Act.

b. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The District has taken all necessary action to approve the Transportation Projects. No further action or approvals by the District are necessary in connection with the construction or financing of the Transportation Projects, except with respect to the approval of certain matters relating to the use of TDD Sales Tax proceeds for the payment of TDD Administrative Costs and debt service on the TIF Obligation, as provided in this Agreement and the Note Ordinance.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

e. No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the Transportation Projects or in the transactions contemplated by this Agreement, except as may be expressly authorized by the TDD Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

f. There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

### **Section 2.2 Representations by the City.**

The City represents as follows:

a. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

b. The City, acting in its capacity as a "local transportation authority" within the meaning of Section 238.202.1(4) of the TDD Act, has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The City has taken all necessary action to approve the Transportation Projects, subject to the terms of this Agreement.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

e. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the Transportation Projects or in the transactions contemplated by this Agreement.

f. There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

## **ARTICLE III CONSTRUCTION, MAINTENANCE AND USE OF THE TRANSPORTATION PROJECTS**

**Section 3.1 Construction of the Transportation Projects.** The District and the City both hereby acknowledge that the Transportation Projects are a part of the Redevelopment Project being undertaken under the Redevelopment Plan. The parties acknowledge and agree that construction of the Transportation Projects is substantially complete in accordance with the Redevelopment Plan, the Redevelopment Agreement and this Agreement.

**Section 3.2 Approval of Transportation Projects.** The parties acknowledge and agree that the District was created solely for the purpose of providing tax revenues for funding the cost of acquiring and constructing the Transportation Projects. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the TDD Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the Developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of funding the Transportation Projects. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the Transportation Projects.

**Section 3.3 Designation of Transportation Projects.** Title to the Transportation Projects, except those portions of projects or areas owned by the City or dedicated to public use as street right-of-way, shall be vested in the name of the District until the TDD Project Costs of the Transportation Projects have been paid in full and the TIF Obligation has been repaid or refunded in full. The District shall not assign, transfer, lease or otherwise dispose of its interest in the Transportation Projects during the term of this Agreement without first obtaining the prior written consent of the City. The TDD Act requires projects paid for by TDD funds to be owned by the local transportation authority, which, for the purposes of this Agreement, is the City. Ownership by the City has previously been accomplished by means of the executed Easement for Parking between the City and Developer dated March 1, 2004.

To the extent that any portion of the Transportation Projects intended for dedication to the City has not been so dedicated as of the date of this Agreement, the District shall dedicate such portion of the Transportation Projects to the City within 90 days of the date of this Agreement, all in accordance with the ordinances and regulations of the City. Upon dedication of all or any portion of the Transportation Projects to the City, the City shall be responsible for the maintenance of such dedicated improvements.

#### **ARTICLE IV. COLLECTION OF TRANSPORTATION SALES TAX**

**Section 4.1 Creation of TDD Revenue Account.** The City has established the TDD Account of the Special Allocation Fund pursuant to the Note Ordinance and the Redevelopment Agreement, into which there shall be deposited Available TDD Revenue. The TDD Account shall be under the custody and control of the Comptroller of the City, subject however, to the provisions of this Agreement, the Authorizing Ordinance, the Redevelopment Agreement and the Note Ordinance.

**Section 4.2 Collection of TDD Sales Tax.** The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the TDD Sales Tax from businesses within the district boundaries as established by the Order, which TDD Sales Tax shall be collected and reported in substantially the manner and form as set forth in Exhibit A, attached hereto and incorporated herein by reference. The Treasurer of the District shall transfer to the City, on a regular basis and in compliance with state law, all of the TDD Sales Tax the District has collected, less the Collection Fee. The City, having received the TDD Sales Tax proceeds from the District, shall deposit all Available TDD Revenues into the TDD Account in accordance with **Section 4.6** of this Agreement.

**Section 4.3 Enforcement of TDD Sales Tax.** Except for a reasonable review and comparison of each Transportation Development District Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of TDD Sales Tax remitted to the District was calculated correctly, the District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such Transportation Development District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect the TDD Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of the TDD Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any TDD Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such TDD Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each TDD Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of TDD Sales Tax remitted to the District was calculated correctly.

**Section 4.4 Access to Sales Tax Records.** The District shall keep accurate records of the amount of TDD Sales Tax collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the TDD Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the TDD Sales Tax.

**Section 4.5 Segregation and Investment of TDD Sales Tax Revenues.** Available TDD Revenue shall not be deemed to be City funds and shall not be commingled with any funds of the City. The District's Board of Directors directs the City, to invest the Available TDD Revenue on deposit in the TDD Account in accordance with the applicable laws relating to investment of District funds. All interest earned upon the balance in the TDD Account shall be deposited to the TDD Account.

**Section 4.6 Use of TDD Sales Tax Revenues.** Beginning in the first month following the effective date of the TDD Sales Tax and continuing each month thereafter until the expiration or repeal of the TDD Sales Tax, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City all TDD Revenue collected by the District in the previous month less the Collection Fee. The City shall (i) first, deposit that portion of TDD Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund; (ii) second, remit to the District an amount not to exceed Fifteen Thousand Dollars (\$15,000) annually for the purpose reimbursing the District for its TDD Administrative Costs, provided that the City shall have first received documentation evidencing the expenditure of such funds for administration of the District; and (iii) third, deposit all remaining Available TDD Revenue into the TDD Account. Except as otherwise provided in this Agreement and the Redevelopment Agreement, all Available TDD Revenue on deposit in the TDD Account of the Special Allocation Fund shall be applied solely to pay debt service on the portion of the TIF Obligations related to the Transportation Projects.

**Section 4.7. Repeal of TDD Sales Tax.** So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the District's ability to repay that portion of the TIF Obligations that are outstanding and which are related to the Transportation Projects. Upon satisfaction in full of the TIF Obligations, the District shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax and abolishment of the District, provided, however, the District shall not implement the procedures for repeal of the TDD Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the TDD Act. Upon the

expiration or notice of repeal of the TDD Sales Tax and at the direction of the District's Board of Directors, the City shall: (a) promptly apply all or a portion of any monies remaining in the TDD Account of the Special Allocation Fund to the final payment of TDD Administrative Costs; and (b) retain any monies remaining in the TDD Account of the Special Allocation Fund until such time as the District is abolished and the District's Board of Directors has provided for the transfer of any monies remaining in the TDD Account in a manner permitted by the TDD Act.

#### **ARTICLE V. REIMBURSEMENT OF TRANSPORTATION PROJECTS COSTS**

**5.1 Obligation to Reimburse.** The parties acknowledge and agree that the District was created solely for the purpose of providing tax revenues to pay or reimburse the Developer for Transportation Project Costs that constitute verified Reimbursable Redevelopment Project Costs actually incurred by the Developer in constructing and implementing the Transportation Projects in the amount of \_\_\_\_\_. Therefore, the District hereby agrees, subject to annual appropriation, to apply the TDD Revenues solely to pay Transportation Project Costs, including TDD Administrative Costs and debt service on the portion of the TIF Obligations related to the Transportation Projects.

**5.2 Reimbursement of Transportation Project Costs; Developer's Right to Substitute.** The parties acknowledge that the City or Developer has delivered to the District approved Certificates of Reimbursable Redevelopment Project Costs in substantially the same form as Exhibit E to the Redevelopment Agreement, which contain Transportation Project Costs. Within 15 days of the date of this Agreement, the District shall review the Certificate and approve the amount of Transportation Project Costs to be financed with TDD Revenues and shall notify the City of its verification of the amount of Transportation Project Costs to be financed with TDD Revenues. Upon such notification by the District of its approval of the amount of Transportation Project Costs to be financed with TDD Revenues, the City shall reimburse the Developer for the Transportation Project Costs identified on such Certificate of Reimbursable Redevelopment Project Costs in accordance with the Redevelopment Agreement and this Agreement. If, within such 15 day period, the District determines that any cost identified on the Certificate as a Transportation Project Cost is not necessary or incidental to plan, acquire, finance, develop, design and construct the Transportation Projects, the District shall so notify the City in writing, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the City shall notify the Developer of its right to identify and substitute other Transportation Project Costs with a supplemental application for payment. Any conflict between the Redevelopment Agreement and this Agreement shall be resolved by giving preference to the Redevelopment Agreement.

**5.3 Limit on District's Obligation to Reimburse.** The District's obligation hereunder to reimburse the Developer for Transportation Project Costs is payable only from Available TDD Revenues on deposit in the TDD Account of the Special Allocation Fund and from no other source. The District shall have no obligation to provide Available TDD Revenues to finance any Transportation Project Costs paid or incurred in excess of the amount set forth Section 6.1 of this Agreement.

#### **ARTICLE VI. TRANSPORTATION PROJECTS FINANCING**

**6.1 Financing of the Transportation Projects.** The parties acknowledge and agree that the City has issued a TIF Note, in part for the purpose of financing the construction of the Transportation Projects. Subject to the requirements of the TDD Act, subject to annual appropriation, and in consideration of the City's financing of the construction of the Transportation Projects as part of its financing of the Redevelopment Project, Available TDD Revenues shall be pledged to repayment of TIF Obligations. The District agrees to deposit for the term of this Agreement all Available TDD Revenues in the TDD Account of the Special Allocation Fund as required by the TDD Act, the Redevelopment Agreement and this Agreement. The TDD's obligations under this Section shall be the exclusive responsibility of the TDD payable solely out of the TDD's funds and property as provided in the TDD Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The TDD shall not be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations as provided for in this Section. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the TDD Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

**6.2 Application of TDD Revenues.** Subject to the limits provided in Sections 5.2 and 6.1 of this Agreement, the District hereby agrees to appropriate all Available TDD Revenues that shall be from time to time deposited in the TDD Account of the Special Allocation Fund, which shall be applied solely to the payment of debt service on that portion of the TIF Obligations related to the Transportation Projects. The District's obligations under this Section shall be the exclusive responsibility of the District payable solely out of District funds and property as provided in the TDD Act and shall not constitute a debt or liability of the State of Missouri or any agency or political subdivision of the State. Neither the District nor the City shall be obligated to pledge any funds other than those specifically pledged to repayment of the TIF Obligations.

**6.3 Covenant to Request Annual Appropriation.** The officer of the District at any time charged with the responsibility of formulating budget proposals shall include in the budget proposal submitted to the District for each fiscal year that the TIF Obligations are outstanding a request for an appropriation of Available TDD Revenues for application to the payment of TDD Administrative Costs and TIF Obligations in accordance with this Agreement. If, within 30 days after the end of the District's fiscal year, the District's Board of Directors fails to adopt a budget, the parties agree that the District shall be deemed to have adopted a budget that provides for application of the Available TDD Revenues collected in such fiscal year in accordance with the budget for the prior fiscal year.

**6.4 TDD Sales Tax.** A TDD Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the TDD Act. As an alternative financing method, the TDD shall impose a special assessment in an amount equal to such TDD Sales Tax, which special assessment shall be abated unless and until the District fails or is otherwise unable to levy or collect the TDD Sales Tax or apply the TDD Sales Tax to the payment of TIF Obligations. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. All Available TDD Revenues shall be deposited into the TDD Account of the Special Allocation Fund established in accordance with the TDD Act, this Agreement and the Redevelopment Agreement. The District shall not repeal or amend the TDD Sales Tax except in accordance with **Section 4.7** of this Agreement.

**6.5 No Other Liabilities or Debt.** Except for TDD Administrative Costs and the Collection Fee relating to collection of the TDD Sales Tax, which fee shall not exceed one percent (1%) of the total amount collected, the District shall not incur any liabilities or debt or issue any obligations except as provided in the Redevelopment Agreement.

#### **ARTICLE VII. GENERAL PROVISIONS**

**Section 7.1 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

**Section 7.2 Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

**Section 7.3 Notices.** Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

The Southtown Transportation Development District  
c/o Developers Diversified Realty, LLC

\_\_\_\_\_  
Attention: \_\_\_\_\_

With a copy to:

Polsinelli, Shalton, Welte & Suelthaus, P.C.  
700 West 47th Street, Suite 1000  
Kansas City, Missouri 64112  
Attention: William J. Kuehling, Esq.

If to the City:

City of St. Louis  
City Hall, Room 200  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Mayor

And to:

City of St. Louis  
City Hall, Room 212  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Comptroller

With a copy to:

City Counselor

City Hall, Room 314  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: City Counselor

And to:

Armstrong Teasdale LLP  
One Metropolitan Square  
Suite 2600  
St. Louis, Missouri 63102  
Attention: Heidi P. Klosterman

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

**Section 7.4 Choice of Law.**

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

**Section 7.5 Entire Agreement; Amendment.**

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

**Section 7.6 Counterparts.**

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

**Section 7.7 Severability.**

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

**Section 7.8 Representatives Not Personally Liable.**

No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

**Section 7.9 Mutual Assistance.**

The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local transportation authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 8.1 Mutual Release.** Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

**Section 8.2 Additional Covenants of the District.** The District shall keep proper books of records and accounts in which





\_\_\_\_\_ St. Louis, Missouri \_\_\_\_\_

### Instructions for Completing Form DD-1

Line 1A: **Tax Period.** Enter the tax period for which the return is being filed, please be specific.

Line 1B: **Due Date.** Enter the due date for filing the return.

Note: The reporting period and the due date are the same as it is for your Missouri Sales Tax Return (Form 53-1).

Line 2: **Account Number.** Enter your Missouri Integrated Tax System Account Number.

Line 3: **Business Name.** Enter the name of the business which is registered to collect sales tax in Southtown Transportation Development District (the "District").

Line 4: **Mailing Address.** Enter the mailing address to where the District should direct any mail regarding this return.

Line 5: **Gross Receipts.** Enter the gross receipts from all sales of tangible personal property and taxable services made during the reporting period for this business location.

Line 6: **Authorized Adjustments.** Enter any authorized adjustments. Indicate "plus" or "minus" for each adjustment. Refer to detailed instructions for adjustments authorized under the Sales Tax Law. Note: Instructions are updated annually and provided on the Missouri Department of Revenue's web site at: [www.dor.mo.gov/tax/business/sales/forms/](http://www.dor.mo.gov/tax/business/sales/forms/).

Line 7: **Taxable Sales.** Taxable sales equal gross receipts plus or minus authorized adjustments (Line 6).

Line 8A: **District Sales Tax Rate.** The rate percentage indicated in this column represents the tax rate percentage imposed on retail businesses within the Southtown Transportation Development District. The District is authorized by Missouri law to impose a sales tax for the purpose of paying the costs of transportation projects. The sales tax will be effective until the dissolution of the District, unless earlier terminated by the District.

Line 8B: **District Tax Amount.** Calculate the District Sales Tax Amount. Multiply the number entered on Line 7 by the tax rate on Line 8A.

Line 9: **Timely Pay Allowance.** If you timely file Form DD-1 and pay the tax due, enter two percent of the amount shown on Line 8B. If Form DD-1 is not timely filed or the sales tax is not timely paid or if Line 5 is not greater than zero, enter "0" on this line.

Line 10: **Amount of Tax Due.** Subtract Line 9 from Line 8B to determine the tax due.

Line 11: **Interest.** If the tax is not paid by the due date, multiply Line 10 by the daily interest rate\*. Then multiply this amount by the number of days late.

Note: Number of days late is counted from due date to postmark date.

\*To determine the daily interest rate, divide the annual interest rate by 365. The annual percentage rate for 2004 is 4%.

Line 12: **Failure to Pay Penalty.** If the return is timely filed, but not timely paid, enter 5% of Line 8B.

Line 13: **Failure to File Penalty.** If the return is not timely filed, enter 5% of Line 8B for each month late, or portion thereof, up to a maximum of 25% (5 months late in filing).

Note: If additions to tax for failure to file applies, do not pay additions to tax for failure to pay.

Line 14: **Approved Credit.** Enter the amount of any sales tax credit for which the Missouri Director of Revenue issued you an approved credit. You must attach a copy of your approved credit to your return.

Line 15: **Tax Due.** Enter total amount of tax due and payable which equals:

Line 10 plus Line 11 plus Line 12 plus Line 13 minus Line 14. Make check, draft, or money order payable to Southtown Transportation Development District.

**Sign and Date Return.** This return must be signed and dated by the taxpayer or the taxpayer's authorized agent. **ATTACH A COPY OF YOUR MISSOURI SALES TAX RETURN (FORM 53-1) FOR THE SAME TAX PERIOD.** Mail to: Southtown Transportation Development District, c/o \_\_\_\_\_.

Form DD-1

SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT
DISTRICT SALES TAX RETURN

This form must be filed with the District on or before the date Missouri State Sales Tax Return is due.

1A. Tax Period: \_\_\_\_\_ 1B. Due Date: \_\_\_\_\_
2. Account Number: \_\_\_\_\_
3. Business Name: \_\_\_\_\_
4. Mailing Address: \_\_\_\_\_

Computation of Tax

5. Gross Receipts/Sales: \_\_\_\_\_
6. Adjustments to Sales: plus/minus \_\_\_\_\_
7. Taxable Sales: \_\_\_\_\_
8A. District Sales Tax Rate: multiply 1.00%
8B. District Sales Tax Amount: \_\_\_\_\_
9. 2% Timely Payment Amount: minus \_\_\_\_\_
10. Total District Sales Tax Due: \_\_\_\_\_
11. Interest for Late Payment: plus \_\_\_\_\_
12. Failure to Pay Penalty: plus \_\_\_\_\_
13. Failure to File Penalty: plus \_\_\_\_\_
14. Approved Credit: minus \_\_\_\_\_
15. PAY THIS AMOUNT: \_\_\_\_\_

If this is a FINAL RETURN enter the closed date below and check the reason for closing.

Date Business Closed: \_\_\_\_\_

Reason: [ ] Out of Business [ ] Sold Business [ ] Leased Business

I have direct control, supervision or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate and complete return.

RETURN MUST BE SIGNED AND DATED. PLEASE ATTACH A COPY OF YOUR MISSOURI SALES TAX RETURN (FORM 53-1) FOR THE SAME TAX PERIOD.

Signed \_\_\_\_\_ Title \_\_\_\_\_
Printed Name \_\_\_\_\_ Date \_\_\_\_\_

- If you have any questions regarding payment of Southtown Transportation Development District Sales Tax, please contact \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_.

**SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT  
BUSINESS REGISTRATION FORM**

This form must be filed with the District within 10 days of an entity being subject to Southtown Transportation Development District sales tax. No bond is required so long as the business entity possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Telephone Number: ( ) \_\_\_\_ - \_\_\_\_\_ Ext. \_\_\_\_\_

Type of Business Entity: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Address of Owner: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Type of business (circle one or specify)

Retail                  Food Service                  Entertainment                  Other \_\_\_\_\_

When will the business in the District pay state sales tax? (circle one or specify)

quarter monthly                  monthly quarterly                  annually Other \_\_\_\_\_

- If you have any questions regarding business registration in Southtown Transportation Development District, please contact \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_.

REV 9/05

**THE SOUTHTOWN TRANSPORTATION DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**St. Louis, Missouri** \_\_\_\_\_  
(\_\_\_\_) \_\_\_\_\_

**Summary of District Sales Tax**

**Who Must File:** All holders of Missouri Sales Tax Licenses within the boundaries of the District must file a District Sales Tax Return (Form DD-1) with William Schafer, Trustee for the Southtown Transportation Development District.

**When to File:** You must file the District Sales Tax Return at the same time that you file each Sales Tax Return on Form 53-1 with the Missouri Department of Revenue.

**Where to File:** Mail your return to:  
Southtown Transportation Development District

c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Points to Remember:

- Collect and pay the 1.0% District Sales Tax separately from other sales tax.
- Collected on same sales as other sales tax, except for the sale or use of motor vehicles, trailers, boats or outboard motors, sales of electricity or electrical current, water and gas, natural or artificial, and sales of service to telephone subscribers, either local or long distance.
- The District rather than the State collects the tax.
- Same rules apply regarding collection, penalties, enforcement and refunds as for other Missouri sales taxes.
- File Form DD-R with the District to register for sales tax; no bond required.
- Any questions? Contact \_\_\_\_\_ at (\_\_\_\_) \_\_\_\_\_.

Approved: November 23, 2005

**ORDINANCE #66920  
Board Bill No. 261**

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build and maintain an above-ground sewer facility, sewer or sewers, and appurtenances on various strips of ground in City Blocks 4119, 4651, and 4784E, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer on the Metropolitan St. Louis Sewer District, its agents, successors, and assigns, the exclusive right to build and maintain an above-ground sewer facility, sewer or sewers, and appurtenances on various strips of ground in City Blocks 4119, 4651, and 4784E.

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

Exhibit "A"

**EASEMENT**

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS. That the City of St. Louis, a municipal corporation of the State of Missouri, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by the Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on the Metropolitan St. Louis Sewer District the exclusive right to build and maintain an above-ground sewer facility, sewer or sewers, and appurtenances on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "A" and made a part hereof. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid above-ground facility, sewers, and appurtenances, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

**(This portion of page intentionally left blank)**

IN WITNESS WHEREOF, the said City of St. Louis, a municipal corporation of the State of Missouri, has caused these presents to be signed by its Mayor and Comptroller this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

CITY OF ST. LOUIS

BY: \_\_\_\_\_  
Francis G. Slay  
Mayor

BY: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

\_\_\_\_\_  
Patricia A. Hageman  
City Counselor

Attest:

\_\_\_\_\_  
Parrie L. May  
City Register

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

On this \_\_\_\_ day of \_\_\_\_\_ 2005, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Easement on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

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

Exhibit "A"

Permanent Sewer Easement:

Permanent sewer easements of varying width in Ellendale Park as established by City of St. Louis Ordinance 35159; and amended by Ordinance 50014 & 50220, in City Blocks 4119, 4651 and 4784E, said permanent sewer easements being more particularly described as follows:

Permanent Sewer Easement No. 1:

Beginning at the intersection of the southwesterly line of Arsenal Street (width varies) and the northwesterly line of River Des Peres Drainage Works (120' wide) as established by City of St. Louis Ordinance 32986; thence southerly along the northwesterly line of said River Des Peres Drainage Works South 36° 13' 35" West a distance of 808.60 feet to the northeasterly line of Canterbury Avenue (50' wide); thence along the northeasterly line of said Canterbury Avenue North 53° 46' 25" West a distance of 20.00 feet to a point; thence departing the northeasterly line of said Canterbury Avenue North 36° 13' 35" East a distance of 577.27 feet to a point; thence North 13° 44' 08" West a distance of 236.41 feet to Point "A"; on the Southwesterly line of the aforementioned Arsenal Street; thence along said Southwesterly line of Arsenal Street South 82° 42' 35" East a distance of 16.07 feet to a point; thence departing the southwesterly line of Arsenal Street South 13° 44' 08" East a distance of 218.04 feet to a point; thence North 36° 13' 35" East a distance of 210.30 feet to the southwesterly line of the aforementioned Arsenal Street; thence along the southwesterly line of said Arsenal Street South 57° 52' 05" East a distance of 20.05 feet to the POINT OF BEGINNING.

Permanent Sewer Easement No. 2:

Commencing at the aforementioned Point "A" thence North 82° 42' 35" West a distance of 24.10 feet to the southeasterly line of City Block 4784E; thence along the southeasterly line of said City Block 4784E North 08° 27' 55" East a distance of 80.02 feet to the POINT OF BEGINNING of the herein described Permanent Sewer Easement No. 2; thence North 13° 31' 18" West a distance of 124.09 feet to a point; thence along a curve to the right having a radius of 1007.50' an arc distance of 81.09 feet and having a chord distance of 81.07 feet with a bearing of North 11° 25' 47" West to a point on the northeasterly line of aforementioned City Block 4784E; thence along the northeasterly line of said City Block 4784E South 83° 01' 07" East a distance of 15.62 feet to a point; thence departing the northeasterly line of said City Block 4784E along a curve to the left having a radius of 992.50 feet, an arc distance of 75.55 feet and having a chord distance of 75.53 feet with a bearing of South 11° 33' 17" East to a point; thence South 13° 44' 08" East a distance of 106.98 feet to the northeasterly line of aforesaid Arsenal Street; thence along the northeasterly line of said Arsenal Street North 82° 42' 35" West 7.85 feet to the southeasterly line of aforementioned City Block 4784E; thence along the southeasterly line of said City Block 4784E South 08° 27' 55" West a distance of 21.55 feet to the POINT OF BEGINNING.

See attached Exhibits "A" & "A"

**Approved: December 23, 2005**



**ORDINANCE #66921**  
**Board Bill No. 286**

An ordinance pertaining to parking; amending paragraph (L) in Section Two of Ordinance 61186, adopted on January 29, 1989; prohibiting the parking of vehicles in a loading zone for a period of time longer than is required for expeditious loading and unloading of passengers, loading or unloading and delivering of materials or the delivery of materials, packages parcels or letters, from a commercial vehicle; containing an emergency clause.

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

**SECTION ONE.** Paragraph (L) of Section Two of Ordinance 61186 is hereby amended to read as follows:

**SECTION TWO.** Prohibited parking.

Except when necessary to avoid conflict with other traffic, or in compliance with law or the direction of a police officer or official traffic-control device, no person shall park a vehicle:

- A. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- B. On a sidewalk;
- C. Within an intersection;
- D. On a crosswalk;
- E. Alongside or opposite any street excavation or obstruction when parking would obstruct traffic;
- F. Upon any bridge or other elevated structure, or within a highway tunnel, unless designated;
- G. On any railroad tracks or within fifty (50) feet of the nearest rail of a railroad crossing;
- H. On any controlled-access highway at any time except upon any highway shoulder, for emergency repairs, but in no case longer than forty-eight (48) hours;
- I. In the area between roadways of a divided highway, including crossovers;
- J. Within ten (10) feet of any United States mailbox;
- K. In a bus zone, except while actually engaged in unloading passengers or picking up waiting passengers;
- L. In a loading zone for a period of time longer than is required for expeditious loading and unloading of passengers, loading or unloading and delivering of materials **or the delivery of materials, packages parcels or letters**, from a commercial vehicle;
- M. In a taxicab zone, except that the attending driver of duly licensed taxicab may so park, except while actually engaged in loading and unloading passengers or picking up waiting passengers;
- N. Where curb or edge of roadway is marked with yellow paint;
- O. On the left or median side of any divided roadway except where posted;
- P. In any alley except while loading and unloading materials not to exceed fifteen (15) minutes, provided ten (10) feet of the width of the roadway is available for the free movement of vehicular traffic and providing the vehicle is not blocking the driveway entrance to any abutting property;
- Q. At any place where official signs prohibit parking, except for a period of time not longer than is necessary for delivery or pickup of passengers or materials and in no case longer than fifteen (15) minutes or where parking is prohibited during the hours of seven a.m. to nine a.m. or four p.m. to six p.m.;
- R. On any street or alley without the current state license plate or plates required by state statutes;
- S. In a posted fire lane;
- T. On any unimproved parcel of land;
- U. In front of public or private driveway or within five (5) feet of the rounding of a driveway, alley or private street;
- V. Within fifteen (15) feet of a fire hydrant;

W. Within thirty (30) feet of an electric traffic control device and within twenty (20) feet of a crosswalk, stop sign, yield sign, traffic control device or any other location determined by the Traffic and Transportation Administrator based on engineering standards as necessary for intersection visibility;

X. Within twenty (20) feet of the driveway entrance to any fire station;

Y. In so designated parking space for handicapped, including all parking lots open to the general public, unless so licensed by the state of Missouri;

Z. Continuously upon any street, alley, roadway, or driveway where parking is permitted including streets, alleys, roadways, or driveways owned by the St. Louis Housing Authority, for longer than five (5) days.

**SECTION THREE.** Emergency clause.

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

**Approved: November 23, 2005**

**ORDINANCE #66922  
Board Bill No. 290**

An ordinance authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on McCausland Avenue by blocking said traffic flow at a point 156 feet west of the west curb line of Chippewa Street and further authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Plainview Avenue by blocking said traffic flow at a point 155 feet west of the west curb line of Jamieson Avenue and further authorizing and directing the Director of Streets to temporarily close, barricade or otherwise impede the flow of traffic on Hiview Avenue by blocking said traffic flow at a point 155 feet west of the west curb line of Jamieson Avenue, and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of three months, McCausland Avenue at a point 156 feet west of the west curb line of Chippewa Street.

SECTION TWO: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of three months, Plainview Avenue at a point 155 feet west of the west curb line of Jamieson Avenue.

SECTION THREE: The Director of Streets is hereby authorized to temporarily close and barricade, for a period of three months, Hiview Avenue at a point 155 feet west of the west curb line of Jamieson Avenue.

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: November 23, 2005**

**ORDINANCE #66923  
Board Bill No. 269**

An ordinance approving a Redevelopment Plan for 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, & 4054 Lincoln Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated August 23, 2005 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain; finding that the property within the Area is unoccupied, but if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions,

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, & 4054 Lincoln Avenue Area," dated August 23, 2005 consisting of a Title Page, a Table of Contents Page, and thirteen (13) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

**SECTION ONE.** There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, & 4054 Lincoln Avenue Area.

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

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

**SECTION FOUR.** The Blighting Study and Plan for the Area, dated August 23, 2005 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

**SECTION SIX.** The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary

to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

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

**SECTION EIGHT.** The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may not acquire any property in the Area by the exercise of eminent domain.

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

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

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

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

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

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

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

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

earnings commensurate with their percentage of ownership.

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

**SECTION FOURTEEN.** The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District taxes which may be assessed for the property located in a Special Business District.

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

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

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

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

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

#### EXHIBIT "A"

#### THE 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, 4054 LINCOLN AVENUE REDEVELOPMENT AREA

#### LEGAL DESCRIPTIONS

The real property or its address is commonly known as 4015, 4019, 4025, 4054, 4050, 4044, 4036, 4030, 4022, 4020, 4016, & 4012 Lincoln Avenue, St. Louis, MO. 63113

Parcel 1: Lot 6A of the resubdivision plat of lots 6,7,8,9, & 10 in block 21 of Murphy's 2nd Add'n., according to the plat thereof recorded in plat book 03012005 page 268 and in CB 3651B of the City of St. Louis.

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**EXHIBIT "B"**  
**Form: 8/9/05**

BLIGHTING STUDY AND PLAN  
 FOR  
**THE 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, 4054 LINCOLN AVENUE AREA**  
 PROJECT #9901  
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
 OF THE CITY OF ST. LOUIS  
 AUGUST 23, 2005

MAYOR  
 FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR**  
**THE 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, 4054 LINCOLN AVENUE AREA**

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**EXHIBITS**

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

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

1. DELINEATION OF BOUNDARIES

The 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050, 4054 Lincoln Avenue Redevelopment Area ("Area") consists of twelve vacant residential lots totaling approximately 1.2 acre in the Greater Ville Neighborhood of the City of St. Louis ("City"). The property is in two blocks bounded by Bishop P.L. Scott Avenue on the east, Kennerly Avenue on the north, Sarah Street on the west and Cottage Avenue on the south.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises part of City Blocks 3651.02 and 3652 and is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 9.6 % unemployment rate for the City as of December, 2004. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area. There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include vacant residential lots.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are residential. Residential density for the surrounding neighborhood is approximately 13.33 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

## **B. PROPOSED DEVELOPMENT AND REGULATIONS**

### **1. DEVELOPMENT OBJECTIVES**

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

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

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

### **3. PROPOSED ZONING**

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

### **4. RELATIONSHIP TO LOCAL OBJECTIVES**

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the 2005 Strategic Land Use Plan of the City of St. Louis. Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

### **5. PROPOSED EMPLOYMENT FOR THIS AREA**

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

### **6. CIRCULATION**

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

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

### **7. BUILDING AND SITE REGULATIONS**

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

### **8. URBAN DESIGN**

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

The property shall be redeveloped with attractive, residential uses within the surrounding neighborhood. New construction shall substantially conform to plans approved by LCRA.

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

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

**c. Landscaping**

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

**d. Fencing**

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

**9. PARKING REGULATIONS**

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

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

**10. SIGN REGULATIONS**

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

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

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

**12. PUBLIC IMPROVEMENTS**

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

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

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

**C. PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

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

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

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

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

2. PROPERTY ACQUISITION

Th 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

The LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

**E. COOPERATION OF THE CITY**

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

**F. TAX ABATEMENT**

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

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

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

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

**G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

**H. MODIFICATIONS OF THIS PLAN**

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

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

**I. DURATION OF REGULATION AND CONTROLS**

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

**J. EXHIBITS**

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

**K. SEVERABILITY**

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

**EXHIBIT "A"**

**THE 4012, 4015, 4016, 4018, 4019, 4022, 4025, 4030, 4036, 4044, 4050,  
4054 LINCOLN AVENUE REDEVELOPMENT AREA**

**LEGAL DESCRIPTIONS**

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

**EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES**

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

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

The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

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

**Approved: November 28, 2005**

**ORDINANCE NO. 66923 - EXHIBITS B, C & D**

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