

ORDINANCE #67792
Board Bill No. 337

An ordinance approving a Redevelopment Plan for the Norwood Ct./St. Louis Ave. 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 25, 2007 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; 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 occupied and the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to ten (10) year real estate tax abatement; and pledging cooperation of 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 Norwood Ct./St. Louis Ave. Area," dated September 25, 2007 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 Norwood Ct./St. Louis 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 25, 2007, ("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 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 up to ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 2000, as amended, upon application as provided therein. Such real estate tax abatement shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other similar local taxing district created in accordance with Missouri law, whether now existing or later created.

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

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

assessment on the improvements located on the property during the calendar year 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 up to the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year 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"

NORWOOD CT./ST. LOUIS AVE. AREA LEGAL DESCRIPTION

An area including all of block 4497 and a portion of blocks 4497.03, 4497.04, 4497.05, and 4497.06 in the City of St. Louis, more specifically described as follows:

Beginning at the point of intersection of the north line of St. Louis Avenue (60 feet wide) and the west line of Norwood Drive (60 feet wide); thence westwardly along said north line of St. Louis Avenue to its point of intersection with the west line of property known and numbered as 5237 St. Louis Avenue (parcel #44970401100) now, or formerly, owned by Willie D. Sr. and Emma J. Johnson; thence northwardly along said west property line to its point of intersection with the south line of a 15 foot wide east-west alley in City Block 4497.04; thence diagonally north across said alley to the point of intersection of the north line of said alley and the west line of property known and numbered as 3001 Norwood Drive West (parcel #44970400200) now, or formerly, owned by Alphonse A. and Jessie C. Peterson; thence northwardly along said west line of said property and the west line of property known and numbered as 3007, 3019, 3025, and 3031 Norwood Drive West to its point of intersection with the south line of Greer Avenue (60 feet wide); thence diagonally north across Greer Avenue to its point of intersection with the west line of property known and numbered as 3101 Norwood Drive West (parcel #44970500100) now, or formerly, owned by John E. and Helen B. Young; thence northwardly along said west property line and the west line of property known and numbered 3219 Norwood Drive West to its point of intersection with the south line of a 15 foot wide east-west alley in City Block 4497.05; thence eastwardly along said south alley line to its point of intersection with the east line of property known and numbered as 5141 Norwood Drive North (parcel #44970500800) now, or formerly, owned by Barbara A. and Barbara L. Chandler; thence southwardly along said east property line and the east line of property known and numbered as 3100 Norwood Drive East to its point of intersection with the north line of Greer Avenue; thence diagonally south across Greer Avenue to the point of intersection of the south line of Greer Avenue the east line of property known and numbered as 3018 Norwood Drive East (parcel #44970300400) now, or formerly, owned by Bank of New York Trustees; thence southwardly along said east property line and the east line of property known and numbered as 3012 Norwood Drive East to its point of intersection with the north line of an east-west 15 foot wide alley in City Block 4497.03; thence diagonally south across said alley to the point of intersection

of the south line of said alley and the east line of property known and numbered as 3006 Norwood Drive East (parcel #44970300200) now, or formerly, owned by Martha A. Crump; thence southwardly along said east line of said property and the east line of property known and numbered as 3000 Norwood Drive East to its point of intersection with the north line of Labadie Ave. (60 feet wide); thence diagonally south across said street to the point of intersection of the south line of said street and the east line of property known and numbered as 5136 Norwood Drive South (parcel # 44970600500), now, or formerly, owned by Athlene McNeely; thence southwardly along said east property line and its southward prolongation to its point of intersection with the south line of a 15 foot wide east-west alley in City Block 4497.06; thence eastwardly along said south alley line to its point of intersection with the east line of property know and numbered as 5131 St. Louis Ave. (parcel #44970600600) now, or formerly, owned by Wille J. and Artemease Moore; thence southwardly along said east property line to its point of intersection with the north line of St. Louis Avenue; thence westwardly along said north line of St. Louis Avenue across all intersecting streets to its point of intersection with the west line of Norwood Drive, the point of beginning.

EXHIBIT "B"
Form: 08/27/07

BLIGHTING STUDY AND PLAN
 FOR THE
NORWOOD CT./ST. LOUIS AVE. AREA
 PROJECT # 1241
 LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
 OF THE CITY OF ST. LOUIS
 SEPTEMBER 25, 2007

MAYOR
 FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
Norwood Ct./St. Louis Ave.

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EXHIBITS

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Norwood Ct./St. Louis Ave. Area ("Area") encompasses approximately 10.045 acres in the Kingshighway West neighborhood of the City of St. Louis ("City") and is located between St. Louis Ave. on the south, Ashland Ave. on the north, Norwood Ave. on the east, and Union Blvd. on 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 all of City Blocks 4497, 4497.03, 4497.04, 4497.05, and 4497.06. The following addresses are included: 5147-64 and 5148-60 Norwood Ct., 3000-3100 and 3003 E. Norwood Dr., 5141-5219 and 5154-5200 N. Norwood Dr., 3001-3101 and 3008-32 W. Norwood Dr., 5136-60, 5165, and 5220 S. Norwood Dr., & 5131-5237 St. Louis Ave. The Area is in fair to poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling

pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.0 % unemployment rate for the City as of July, 2007. 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 45 occupied single-family buildings, 3 unoccupied single-family buildings, 1 occupied two-family building, and 3 vacant 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 primarily used residential purposes.

Residential density for the surrounding neighborhoods is approximately 14.50 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is partially occupied and in fair to 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 encourage the rehabilitation of homes in the Area into productive residential uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two-Family Residential District by the City of St. Louis Zoning Code. 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. The 2005 Strategic Land Use Plan designates it as a Neighborhood Preservation Area.

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the Strategic Land Use Plan (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, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

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

Existing, healthy trees shall be retained, if feasible.

d. Fencing

Fencing in the front yards 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.

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.

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 two (2) years of approval of this Plan by ordinance and completed within approximately four (4) 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 properties within the Area are 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 up to the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year 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 up to the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year 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 up to the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year 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"**NORWOOD CT./ST. LOUIS AVE. AREA
LEGAL DESCRIPTION**

An area including all of block 4497 and a portion of blocks 4497.03, 4497.04, 4497.05, and 4497.06 in the City of St. Louis, more specifically described as follows:

Beginning at the point of intersection of the north line of St. Louis Avenue (60 feet wide) and the west line of Norwood Drive (60 feet wide); thence westwardly along said north line of St. Louis Avenue to its point of intersection with the west line of property known and numbered as 5237 St. Louis Avenue (parcel #44970401100) now, or formerly, owned by Willie D. Sr. and Emma J. Johnson; thence northwardly along said west property line to its point of intersection with the south line of a 15 foot wide east-west alley in City Block 4497.04; thence diagonally north across said alley to the point of intersection of the north line of said alley and the west line of property known and numbered as 3001 Norwood Drive West (parcel #44970400200) now, or formerly, owned by Alphonse A. and Jessie C. Peterson; thence northwardly along said west line of said property and the west line of property known and numbered as 3007, 3019, 3025, and 3031 Norwood Drive West to its point of intersection with the south line of Greer Avenue (60 feet wide); thence diagonally north across Greer Avenue to its point of intersection with the west line of property known and numbered as 3101 Norwood Drive West (parcel #44970500100) now, or formerly, owned by John E. and Helen B. Young; thence northwardly along said west property line and the west line of property known and numbered 3219 Norwood Drive West to its point of intersection with the south line of a 15 foot wide east-west alley in City Block 4497.05; thence eastwardly along said south alley line to its point of intersection with the east line of property known and numbered as 5141 Norwood Drive North (parcel #44970500800) now, or formerly, owned by Barbara A. and Barbara L. Chandler; thence southwardly along said east property line and the east line of property known and numbered as 3100 Norwood Drive East to its point of intersection with the north line of Greer Avenue; thence diagonally south across Greer Avenue to the point of intersection of the south line of Greer Avenue the east line of property known and numbered as 3018 Norwood Drive East (parcel #44970300400) now, or formerly, owned by Bank of New York Trustees; thence southwardly along said east property line and the east line of property known and numbered as 3012 Norwood Drive East to its point of intersection with the north line of an east-west 15 foot wide alley in City Block 4497.03; thence diagonally south across said alley to the point of intersection of the south line of said alley and the east line of property known and numbered as 3006 Norwood Drive East (parcel #44970300200) now, or formerly, owned by Martha A. Crump; thence southwardly along said east line of said property and the east line of property known and numbered as 3000 Norwood Drive East to its point of intersection with the north line of Labadie Ave. (60 feet wide); thence diagonally south across said street to the point of intersection of the south line of said street and the east line of property known and numbered as 5136 Norwood Drive South (parcel # 44970600500), now, or formerly, owned by Athlene McNeely; thence southwardly along said east property line and its southward prolongation to its point of intersection with the south line of a 15 foot wide east-west alley in City Block 4497.06; thence eastwardly along said south alley line to its point of intersection with the east line of property known and numbered as 5131 St. Louis Ave. (parcel #44970600600) now, or formerly, owned by Wille J. and Artemease Moore; thence southwardly along said east property line to its point of intersection with the north line of St. Louis Avenue; thence westwardly along said north line of St. Louis Avenue across all intersecting streets to its point of intersection with the west line of Norwood Drive, the point of beginning.

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.

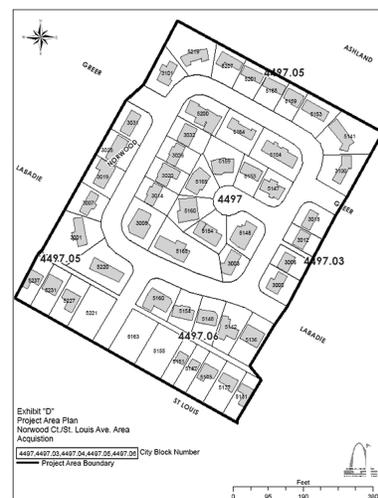
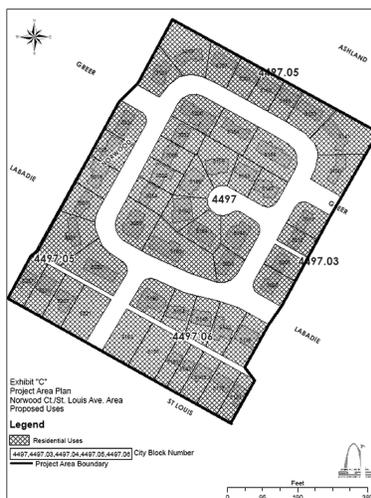
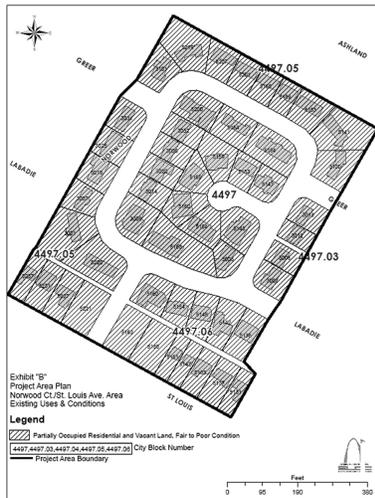
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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: December 14, 2007

ORDINANCE NO. 67792 - EXHIBITS B, C & D



ORDINANCE #67793
Board Bill No. 349

An ordinance repealing ordinance #67353, which approved a Redevelopment Plan for the Union/Page/Academy/Maple Area ("Area").

WHEREAS, a redeveloper has not stepped forward with a viable project for the Area; and

WHEREAS, there is no longer community support for the redevelopment of the Area.

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

SECTION ONE. Ordinance #67353 is hereby repealed.

Approved: December 14, 2007

ORDINANCE #67794
Board Bill No. 362

An ordinance relating to public safety; providing, in the event of the approval by the voters of the sales tax submitted by Ordinance ___ (Board Bill 351, Committee Substitute) for the use of the proceeds of such tax..

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

SECTION ONE: (a) In the event of the approval by the voters of the sales tax submitted by Ordinance ___ (Board Bill 351, Committee Substitute), the annual proceeds of such tax shall be initially deposited in a City Public Safety Protection Sales Tax Fund and shall be dedicated to and used for the following purposes, commencing with the fiscal year beginning July 1, 2008, and each fiscal year thereafter:

(i) **Five Million Five Hundred Thousand Dollars** (\$5,500,000) for police pensions, which shall be deposited in a special account within the City Public Safety Protection Sales Tax Fund named the Public Safety Pension Trust Sub-Account;

(ii) **Five Million Five Hundred Thousand Dollars** (\$5,500,000) for firefighters' pensions, which shall be deposited in the Public Safety Pension Trust Sub-Account;

(iii) **Three Million Four Hundred Thousand Dollars** (\$3,400,000), which shall remain in the City Public Safety Protection Sales Tax Fund and shall be used for salary increases for firefighters, police and civilian employees of the police department in the fiscal year beginning July 1, 2008, and shall be used in subsequent fiscal years to maintain such salaries at such increased levels;

(iv) **Two Million Six Hundred Thousand Dollars** (\$2,600,000), which amount shall remain in the City Public Safety Protection Sales Tax Fund and shall be used for a portion of the costs of compensating and providing benefits, including pension funding for that number of new police officers, if established by the board of police commissioners as provided by law, which would result in a police force of approximately One Thousand Four Hundred (1,400) officers, and in subsequent fiscal years the same amount for payment of a portion of the cost of compensation and benefits, including pension funding, for such new police officers or their replacements; and

(v) **One Million Dollars** (\$1,000,000) shall be allocated annually for crime prevention programs to be administered by resolution of the St. Louis Board of Aldermen with approval of the Public Safety Committee and overseen by the City's public safety department.

(b) All amounts deposited in the Public Safety Pension Trust Sub-Account and all interest earned on the funds deposited in such Public Safety Pension Trust Sub-Account shall be used for the purpose of funding (i) first, that portion of the debt service of the St. Louis Municipal Finance Corporation's Taxable Leasehold Revenue and Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2007 (Pension Funding Project) or any subsequent bonds issued or any subsequent series of bonds refunding or refinancing any of the foregoing bonds that is allocable to the payment from bond proceeds of actuarially required contributions to the Police Retirement System ("PRS") and Firemen's Retirement System

("FRS"), and (ii) second, any additional actuarially required contributions to PRS and FRS.

(c) If the amounts of such tax received or estimated to be received in any fiscal year are less than Eighteen Million Dollars (\$18,000,000) (a "shortfall"), then payments for the purposes listed in subparagraph (a) (iii) and (iv) of this Section shall be reduced pro rata by amounts equal to the shortfall.

(d) All interest earned on the funds deposited in such Public Safety Protection Sales Tax Fund shall be retained in such Fund and may be appropriated solely for the operation of public safety departments pursuant to Section 92.500 RSMo.

(e) Any amounts of such tax received or estimated to be received in any fiscal year in excess of Eighteen Million Dollars may be appropriated solely for the operation of public safety departments pursuant to Section 92.500 RSMo.

Approved: December 14, 2007

ORDINANCE #67795
Board Bill No. 368

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the southwest corner of Fair and Natural Bridge Streets as "Bishop Arthur L. Kelly Ave."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, signs shall be placed at the southwest corner of Fair and Natural Bridge Streets and shall be honorarily designated as "Bishop Arthur L. Kelly Ave." The Director of Streets shall erect honorary street name signs at the intersection of Fair and Natural Bridge Streets on the southwest corner which signs shall read "Bishop Arthur L. Kelly Ave."

Approved: December 14, 2007

ORDINANCE #67796
Board Bill No. 369

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the eastern 103.00 feet of the 15 foot wide east/west alley in City Block 509 as bounded by Olive, 18th, Pine and 17th in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land located in Block 509 of the City of St. Louis, Missouri, more particularly described as follows:

Beginning at the southeast corner of a tract of land conveyed to the Pyramid Group, LLC, recorded in deed book 1458, Page 177 of City of St. Louis Records, said point also lying along the west right-of-way line of Seventeenth Street (60 feet wide); thence continuing along said line, south 14 degrees 43 minutes 25 seconds west, 15.00 feet; thence along the south line of an alley (15 feet wide) north 75 degrees 16 minutes 05 seconds west, 103.50 feet; thence north 14 degrees 44 minutes 38 seconds east, 15.00 feet; thence along the north line of said alley, south 75 degrees 16 minutes 5 seconds east, 103.49 feet to the point of beginning, containing 1,552 square feet or 0.036 acre, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: The Petitioners are Olive Condominiums-St. Louis, LLC, Derald Gab, LLC, Pyramid Group, LLC.

Vacated area will be used as a pedestrian walkway.

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. Once the Board of Public Service has accepted the affidavit, the Director of Streets will give notice to have the affidavit and mylar recorded. If the affidavit is not recorded within the prescribed time, the ordinance will be null and void.

Approved: December 14, 2007

**ORDINANCE #67797
Board Bill No. 370**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the easternmost 206.30' of the 20 foot wide east/west alley in City Block 935 as bounded by Delmar, 22nd, Lucas and 23rd in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with

Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land in City Block 935 of the City of St. Louis, Missouri, being more particularly described as follows:

Beginning at the intersection of the western right-of-way line of 22nd Street (60 feet wide) and the northern line of an alley (20 feet wide); thence along the west right-of-way line of 22nd Street, south 14 degrees 55 minutes 52 seconds west, 20.00 feet; thence along the south right-of-way line of an alley (20 feet wide), north 75 degrees 04 minutes 08 seconds west, 206.30 feet; thence north 14 degrees 55 minutes 52 seconds east, 20.00 feet to the north right-of-way line of said alley; thence along said north line, south 75 degrees 04 minutes 08 seconds east, 206.30 feet to the point of beginning, containing 4,126 square feet or 0.095 acre, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioners are KN & LLC and Commercial Redevelopment Corp. Vacated area will be used to provide secured access to parking garage.

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. Once the Board of Public Service has accepted the affidavit, the Director of Streets will give notice to have the affidavit and mylar recorded. If the affidavit is not recorded within the prescribed time, the ordinance will be null and void.

Approved: December 14, 2007

**ORDINANCE #67798
Board Bill No. 371**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the northern 150.17 feet of the 20 foot wide north/south alley in City Block 636 as bounded by Montgomery, Hadley, Warren and 13th in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being a 20 foot wide alley bounded by Montgomery Street and Warren Street, City Block 636, City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Montgomery (60'W) Street and the west right-of-way line of Hadley (60'W); thence along said south right-of-way line of Montgomery (60'W) Street south 68 degrees 29 minutes 54 seconds west a distance of 139.99 feet to a point in the east right-of-way of the alley (20'W) and also being the point of beginning of the herein described tract of land; thence leaving said south right-of-way line of Montgomery (60'W) Street and continuing along the said east right-of-way line of the alley (20'W) south 21 degrees 28 minutes 04 seconds east a distance of 150.18 feet to a point; thence leaving said east right-of-way line of the alley (20'W) south 68 degrees, 31 minutes 56 seconds west a distance of 20.00 feet to a point in the west right-of-way line of the alley (20'W); thence along said west right-of-way line of the alley (20'W) north 21 degrees, 28 minutes, 04 seconds west a distance of 150.17 feet to the point in the south right-of-way line of said Montgomery (60'W) Street; thence continuing along said south right-of-way line north 68 degrees 29 minutes 54 seconds east a distance of 20.00 feet to a point of beginning and containing 3,003 square feet, or 0.07 acres, and being subject to deeds, easements, and restrictions of record.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Haven of Grace will use the vacated area to consolidate property in order to provide a safe and secure a pedestrian path between the Haven of Grace properties.

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

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

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access

to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. Once the Board of Public Service has accepted the affidavit, the Director of Streets will give notice to have the affidavit and mylar recorded. If the affidavit is not recorded within the prescribed time, the ordinance will be null and void.

Approved: December 14, 2007

ORDINANCE #67799
Board Bill No. 378

An ordinance pertaining to the tethering, confinement and treatment of dogs and cats, amending Ordinance 66384, approved July 31, 2004, by repealing Section 10.04.010 of Ordinance 66384 of said Ordinance pertaining to the definitions and enacting in lieu thereof a new section pertaining to the same subject matter; also repealing Section 10.04.285 of Ordinance 66384 of said Ordinance pertaining to enforcement of this provision and enacting in lieu thereof a new section on the same subject matter; and containing an emergency clause.

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

SECTION ONE. Section 10.04.010 of Ordinance 66384 is hereby repealed and enacted in lieu thereof is the following:

10.04.010 Definitions. For the purpose of this chapter the following words or phrases shall have the meaning given herein.

- A. "Animal agency" means any corporation, association, individual, partnership, or entity of any kind under contract

with the City of St. Louis to perform services under this chapter.

B. "Appropriate shelter" means a cover or protection from the elements containing adequate and appropriate bedding such as straw, hay, or wood shavings, which is small enough to allow the dog or cat to retain its body heat but is large enough to allow the animal to stand, turn around, and lie down.

C. "Cat" means all members of the *Felis domesticus*, either male or female, four months of age or older.

D. "City" means the City of St. Louis, Missouri.

E. "Collar" means a leather or nylon strap to be appropriately fitted around the animal's neck which is not so tight as to restrict breathing, but not so loose as to allow the animal to escape. This collar should never be of the choke, pinch, prong, spiked variety, and should never be attached to a tethering device by a padlock.

F. "Commercial breeder" means a person, other than a hobby or show breeder, engaged in the business of breeding animals for sale or for exchange in return for a consideration, and who harbors more than one (1) intact female for the primary purpose of breeding animals for sale.

G. "Commissioner of Health" means the Health Commissioner of the City of St. Louis, Missouri, in the Department of Health and Hospitals, or the Commissioner's designee.

H. "Dangerous dog" means any dog that, according to the records of the Commissioner of Health,

- (1) has inflicted severe injury on a human being without provocation on public or private property,
- (2) has killed a domestic animal without provocation while off the owner/guardian's property,
- (3) has been previously found to be potentially dangerous, the owner/guardian having received notice of such and the dog again aggressively bites, attacks, or endangers the safety of humans or domestic animals.

I. "Dog" means *Canis familiaris*, either male or female, four (4) months of age or older.

J. "Federal Laboratory Animal Welfare Act" means Public Law 89-544, as amended (7 U.S.C. 2131), and all regulations issued pursuant thereto.

K. "Harness" means a combination of leather or nylon straps and buckles which, when fitted around the neck and torso of the dog or cat, helps to distribute the pulling force more evenly across the shoulders.

L. "Health officer or agent" means any individual employed by, contracted with, or appointed by the City or the Commissioner of Health for the purpose of aiding in the enforcement of this chapter or any other law or ordinance relating to the regulation or licensure of animals, control of animals, or seizure and impoundment of animals, and including any state or local law enforcement officer or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

M. "Hobby or show breeder" means a non-commercial breeder who breeds dogs or cats with the primary purpose of exhibiting or showing dogs or cats, improving the breed or selling the dogs or cats, and having no more than ten (10) intact females. These breeders shall be classified as hobby or show breeders if they sell only to other breeders or to individuals.

N. "Kitten" means all members of the *Felis domesticus* under four (4) months of age.

O. "Maliciously" means imposing intentionally with malice or bad motive.

P. "Owner/guardian" means a person who possesses, has title to or an interest in, harbors or has control, custody or possession of an animal and who is responsible for an animal's safety and well being.

Q. "Potentially dangerous dog" means any dog that when unprovoked; (1) inflicts bites on a human or domestic animal either on public or private property; (2) chases or approaches a person upon the streets, sidewalks, or any public grounds in

a menacing fashion or apparent attitude of attack, or any dog with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to cause injury or otherwise to threaten the safety of humans or domestic animals; (3) has been found running or being at large and collected by the City twice in any eighteen (18) month period; or (4) has been found running or being at large with a group of three (3) or more at large dogs.

R. "Private practitioner" means a graduate veterinarian licensed by the state of Missouri to practice medicine.

S. "Property enclosure of a dangerous dog" means, while on the owner/guardian's property, a dangerous dog shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top, and shall also provide protection from the elements for the dog.

T. "Puppy" means *Canis familiaris*, either male or female, under four (4) months of age.

U. "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery or breaking of skin.

V. "Spay or neuter" means to alter surgically, chemically or by any other methods approved by the Commissioner of Health a dog or cat for the purpose of rendering such animal incapable of reproduction.

W. "Tethering" means attaching a dog or cat to a stationary object or pulley run by means of a chain, rope, tether, cable, or similar restraint. "Tethering" does not include the use of a leash to walk a dog.

X. "Veterinarian" means a graduate of an accredited veterinary college who is approved by the Commissioner of Health to perform certain rabies control functions. (Ord. 66384 § 1 (part), 2004: prior: Ord. 65206 § 1 (part), 2001.)

SECTION TWO. Section 10.04.285 of Ordinance 66384 is hereby repealed and enacted in lieu thereof is the following:

10.04.285 Tethering, confinement and treatment of dogs and cats on owner/guardian's property.

A. No owner/guardian or other person controlling or possessing any dog or cat shall leave a dog or cat tethered outdoors for ten (10) continuous hours or for a total of twelve (12) hours in a twenty-four-hour period.

B. No owner/guardian or other person controlling or possessing any dog or cat shall tether a dog or cat except by means of a properly fitting harness or collar of nylon or leather construction and a tether in proportion to the size of the animal. The tether must be at least fifteen (15) feet in length with a swivel at both ends.

C. No owner/guardian or other person controlling or possessing any dog or cat shall tether a dog or cat outdoors under conditions where the animal or tether can become entangled on the tether, another animal, or some other object or where the tether can restrict the animal's access to suitable, edible, and sufficient food, clean water (cool in summer and unfrozen in winter), and appropriate shelter.

D. No owner/guardian or other person controlling or possessing any dog or cat shall tether a dog or cat outdoors in unsafe or unsanitary conditions or when said tether does not allow the animal to defecate or urinate in an area separate from the areas where it must eat, drink, or lie down.

E. No owner/guardian or other person controlling or possessing any dog or cat shall fail to provide the dog or cat with sanitary living conditions including shelter proper for the species and sufficient to protect the animal from extreme temperatures, wind, rain, snow and sun.

F. No owner/guardian or other person controlling or possessing any dog or cat shall maliciously and knowingly restrain a dog or cat using a metal chain, tether, or metal wire grossly in excess of the size necessary to restrain a dog or cat safely.

G. All dogs and cats shall be treated humanely and shall not be beaten, tormented, overworked, neglected or cruelly treated, except that reasonable force may be used to drive off vicious animals. No animal shall be induced or encouraged to perform through the use of chemical, mechanical, electrical or manual devices which may cause physical injury or suffering.

SECTION THREE. This Ordinance, being deemed necessary for the immediate preservation of public health, safety and

welfare, is hereby declared to be an emergency measure and shall become effective immediately upon its approval by the Mayor.

Approved: December 17, 2007

ORDINANCE #67800
Board Bill No. 404
Committee Substitute

An ordinance prohibiting any person from harassment by means of the Internet or other electronic communications hereinafter referred to as "cyber harassment;" containing a penalty clause, severability clause and an emergency clause.

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

SECTION ONE. Definitions. For the purpose of this chapter the following words or phrases shall have the meaning given herein.

A. "Course of conduct" means a pattern of conduct composed of a series of acts, which may include electronic or other communications, over a period of time, however short, evidencing a continuity of purpose. Constitutionally protected activity is not included within the meaning of "course of conduct."

B. "Electronic communication" means the origination, emission, dissemination, transmission, or reception of data, writings, images, signals, sounds, or other intelligence or equivalence of intelligence of any nature over any communications system by any method, including, but not limited to, a fiber optic, radio, electronic, magnetic, optical, digital, analog method, electronic mail, internet-based communications, pager service or electronic text messaging.

C. "Electronic communications device" means any instrument, equipment, machine, or other device that facilitates telecommunication, including, but not limited to, a computer, computer chip, computer circuit, scanner, telephone, cellular telephone, pager, personal communications device, transponder, receiver, radio, or device that enables the use of a modem.

D. "Family or household member" means spouses, former spouses, parents, children, stepchildren and other persons related by blood or by present or prior marriage, persons who share or formerly shared a common dwelling, persons who have or allegedly share a blood relationship through a child, persons who have or have had a dating or engagement relationship, and persons with disabilities and their personal assistants.

E. "Harass" means to engage in a course of conduct that serves no legitimate purpose and would cause a reasonable person to suffer substantial emotional distress, and shall actually cause substantial emotional distress, or, when the course of conduct consists of contact by a person over age eighteen with a person under the age of eighteen that would cause a reasonable parent to fear for the well-being of their minor child who is the target of the contact.

SECTION TWO. The offense of cyber-harassment

A. A person commits the offense of cyber-harassment if he or she, with intent to harass, initiates the transmission of an electronic communication, or with knowledge of a person's intent to harass, knowingly permits an electronic communication to be transmitted from an electronic communication device under the person's control to such other person or a third party.

B. No person shall make or cause to be made an electronic communication, or permit an electronic communication to be made from a electronic communications device under the person's control, with the intent to harass either by the direct action of the person initiating the communication or through the actions of a third party, which third party actions are instigated, initiated, prompted or brought about by the person's communication.

C. Any offense committed under this Section may be deemed to have been committed either at the place from which the communication was made or at the place where the communication was received.

SECTION THREE. Penalty for violation.

Any person who violates the provisions of this chapter shall be subject to of a fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) or a term of imprisonment not more than ninety (90) days or both a fine and

term of imprisonment.

SECTION FOUR. Severability

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

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

Approved: December 17, 2007

**ORDINANCE #67801
Board Bill No. 416
Committee Substitute**

An Ordinance recommended by the Board of Public Service ratifying the execution of Purchase and Sale Agreement of real property as set forth herein for additional park land located in City Block 4878 between the City of St. Louis and Forest West Properties, Inc.; making certain findings and representations and warranties with conditions and covenants therein with a deed restriction for a public park including the payment of EIGHT HUNDRED NINETEEN THOUSAND AND FOUR HUNDRED EIGHTY-THREE DOLLARS AND TWENTY-NINE CENTS (\$819,483.29), as adjusted for Holding Costs, as set forth in Exhibit B to said Agreement; authorizing other related actions in connection thereto; and containing an emergency clause.

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

WHEREAS, upon the recommendation of the Board of Public Service, the Board of Aldermen finds it is necessary and desirable and in the best interest of the City to enter into the Purchase and Sale Agreement (the “Agreement”) with Forest West Properties, Inc. (the “Seller”) in order that the City may purchase certain real property (the “Property”) located in City Block 4878 to provide for additional park land; and

WHEREAS, pursuant to the provisions of the Agreement, the City may and is authorized to purchase title to the Property by Special Warranty Deed for the sum of EIGHT HUNDRED NINETEEN THOUSAND AND FOUR HUNDRED EIGHTY-THREE DOLLARS AND TWENTY-NINE CENTS (\$819,483.29), as adjusted for Holding Costs, which sum was previously appropriated by Ordinance 67496 (Board Bill No. 1); and

WHEREAS, the Board of Aldermen acknowledge and approve the City’s representations and warranties and deed restriction for a public park as Buyer as set forth in the Agreement and in the Special Warranty Deed and finds acceptable the representations and warranties of the Seller.

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

SECTION ONE. Upon recommendation of the Board of Public Service, the execution by the Mayor and Comptroller of the Purchase and Sale Agreement with Forest West Properties, Inc., as attached hereto as Exhibit 1 and incorporated by reference herein as if fully set out, is hereby ratified; and the form and details of said Agreement are hereby acknowledged and approved including the representations and warranties and deed restriction for a public park therein; and the City is authorized to acquire title to the Property in City Block 4878 described in Exhibit A to the Agreement by Special Warranty Deed for additional park land and to pay the sum of EIGHT HUNDRED NINETEEN THOUSAND AND FOUR HUNDRED EIGHTY-THREE DOLLARS AND TWENTY-NINE CENTS (\$819,483.29), as adjusted for Holding Costs, as set forth in Exhibit B to said Agreement, which sum was previously appropriated by Ordinance 67496 (Board Bill No. 1).

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

representatives.

SECTION THREE. The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

SECTION FOUR. Emergency clause. This being an ordinance for the preservation of public peace, health, 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.

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made and dated as of this 31st day of December, 2007 (the "**Effective Date**"), by and between THE CITY OF ST. LOUIS, MISSOURI, a Missouri municipal corporation ("**Buyer**"), and FOREST WEST PROPERTIES, INC., a Missouri corporation ("**Seller**").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property generally located at Block No. 4878 of the City of St. Louis, State of Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereinafter expressed, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Agreement to Sell and Purchase. In accordance with and subject to the terms and conditions hereof, on the date of Closing (as hereinafter defined), Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

1.2 Purchase Price. The purchase price (the "**Purchase Price**") to be paid to Seller for the sale of the Property to Buyer as provided for herein shall be EIGHT HUNDRED NINETEEN THOUSAND AND FOUR HUNDRED AND EIGHTY-THREE DOLLARS AND TWENTY CENTS (\$819,483.29) plus TWO HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS (\$242,747.00) of Holding Costs, as hereinafter defined.

The Purchase Price shall be paid by Buyer, subject to credit, debit and adjustment as hereinafter provided and subject to all the terms and conditions herein contained, as follows:

(a) Buyer and Seller agree that Seller has incurred and will continue to incur costs pursuant to holding the Property prior to Closing (as hereinafter defined), including, without limitation, the cost of demolishing all buildings on the Property (the "**Holding Costs**"). Seller's costs in obtaining the Property and costs of holding the Property through the Effective Date are set forth on Exhibit B, attached hereto and incorporated herein by reference. Seller and Buyer hereby agree to share the ongoing Holding Costs as hereinafter set forth. At Closing, the Purchase Price shall be increased by the amount of the Holding Costs incurred by Seller from and after the Effective Date. Within ten (10) days after the date of satisfaction and/or waiver of the final condition precedent to be satisfied or waived under Section 4.1 hereof, Seller shall deliver a statement setting forth the total Holding Costs.

(b) Buyer has requested, and Seller has agreed, to finance the performance of a Phase I environmental assessment of the Property (the "**Phase I**") by Professional Environmental Engineers or such other environmental consultant selected by Buyer (the "**Environmental Consultant**"), and the cost of such Phase I shall be included in the Holding Costs.

(c) Buyer shall, on the date of Closing, pay the Purchase Price, subject to adjustment in the amount of the Holding Costs as provided in subsections (a) – (c) of this Section 1.2 and subject to credit and adjustment as provided in Section 1.3 hereof, which shall be paid to Seller by the wire transfer of good, current, immediately available funds and which Buyer shall cause to be received by Seller on or before 4:00 p.m. (Central Standard Time) on the date of Closing.

1.3 Adjustments. The following items shall be credited, debited and otherwise adjusted, and the resulting calculation shall be an adjustment to the Purchase Price payable at Closing pursuant to Section 1.2(d) hereof (where appropriate, such adjustments shall be made on the basis of a year of 12 months, 30 days to the month, Seller to have the last day, unless otherwise provided):

(a) General property taxes (state, county, municipal, school and fire district) for the then current tax fiscal year based upon the latest available tax bills or assessment information, whether for that year or the preceding year.

(b) Special taxes or assessments, if any, upon the Property assessed or becoming a lien prior to the date hereof (but only a pro rata share of the then current installment of such special taxes or assessment, if any, shall be charged as a credit against the Purchase Price, Buyer agreeing to assume all liability for future installments and deferred payments).

(c) Fuel, electricity, water, sewer, gas, electric, telephone and other utility charges and assigned deposits, Buyer agreeing to assume all liability for such utility payments.

In addition, certain costs incidental hereto and to the transactions contemplated hereby shall be borne such that at (or prior to) Closing, Buyer shall pay all recording fees and costs, all survey costs, all title commitment and title insurance premiums, all mortgage taxes or intangible taxes, and all transfer taxes or revenue stamps incidental to the recordation of the Special Warranty Deed, any mortgage, or otherwise. Any and all state, county and municipal sales taxes due and payable as a result of the transactions contemplated herein shall be paid by Buyer. To the extent the law requires Seller to collect and remit such taxes, then Buyer shall pay such taxes to Seller at the Closing and the parties shall agree, each acting reasonably, upon the appropriate procedure for determining or estimating the amount thereof.

Except as expressly provided in this Section 1.3 or as expressly provided elsewhere in this Agreement, Buyer and Seller shall pay their own respective costs and expenses, including attorneys' fees, incidental to this Agreement and the transactions contemplated hereby.

1.4 Possession. Seller shall transfer possession of the Property to Buyer on the date of Closing.

1.5 Closing. The closing (herein referred to as the "**Closing**") of the transactions contemplated hereby shall be on the date 20 days after the date of satisfaction and/or waiver of the final condition precedent to be satisfied or waived under Section 4.1 hereof, between the hours of 9 a.m. and 4 p.m. (Central Standard Time) on said date. The Closing shall take place through escrow at the offices of such title insurer as Buyer may select (the "**Title Company**").

1.6 Documents at Closing.

(a) On the date of Closing, Seller shall execute and deliver or cause to be delivered to Buyer, the following documents:

(i) Special Warranty Deed (the "**Deed**"), transferring and conveying to Buyer title to the Property (Seller's record title to govern for purposes of the legal description), subject to a deed restriction which shall state: "Notwithstanding anything contained herein to the contrary, for so long as the Amended and Restated Lease Agreement between the City of St. Louis and Barnes Jewish Hospital is in effect, the use of the Property that is the subject of this deed shall be restricted and used only as a public park; provided that this restriction shall not limit the building of structures associated with the use of a public park for festivals, concessions, athletic or recreational activities." (the "**Deed Restriction**"), the lien of general real estate taxes for the then current tax fiscal year, and those easements, restrictions, conditions, and other exceptions described on Exhibit C attached hereto and incorporated herein by reference ("**Permitted Exceptions**"), which Deed shall be in form reasonably approved by Seller and Buyer.

(ii) A standard form Seller's affidavit, against mechanics liens and against parties in possession, and such other documents, if any, as may be required by the Title Company, on forms customarily used by the Title Company and reasonably satisfactory to Seller, in order to issue an owner's policy of title insurance.

- (b) On the date of Closing, Buyer and Seller shall execute and deliver to one another counterpart originals of the following:
- (i) Closing Statements.
 - (ii) Certificate document Holding Costs through the date of Closing.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties, which representations and warranties are true and correct on the date hereof and will be true and correct on the date of Closing, and which representations and warranties shall not survive the Closing but shall be merged into the delivery of the Special Warranty Deed.

- 2.1 Corporate Authority. With respect to Seller and its business, Seller represents and warrants, in particular, that:
- (a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri.
 - (b) Seller has all necessary power and authority to own, use and transfer its properties (including the Property) and to transact the business in which it is engaged, and has full power and authority to enter into this Agreement, to execute and deliver the documents required of Seller herein, and to perform its obligations hereunder.
 - (c) Seller is duly authorized to execute, deliver and perform this Agreement and all documents and instruments and transactions contemplated hereby or incidental hereto.

2.2 Commissions. Seller has dealt with no broker, finder or other person in connection with the sale or negotiation of the sale of the Property in any manner that might give rise to any claim for commission against Buyer.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties, each of which representations and warranties is true and correct on the date hereof and will be true and correct on the date of Closing, and which representations and warranties shall survive Closing.

3.1 Authority of Buyer. Buyer represents and warrants to Seller that Buyer's execution, delivery and performance of this Agreement will not conflict with or violate any constitutional provision, statute, rule, order or regulation applicable to Buyer and will not conflict with or violate the Charter of the City of St. Louis. Buyer represents and warrants to Seller that the execution and delivery of this Agreement has been duly authorized by the City of St. Louis's Board of Aldermen and that no further authorizations or approvals of the Buyer or of any third party or agency or governmental body are needed to enter into this Agreement, provided that additional authorization is required by the City of St. Louis's Board of Aldermen expressly authorizing Buyer to purchase the Property (the "**Authorizing Ordinance**") (as well as additional authorizations from other governmental bodies as legally required) on or prior to the Closing Date.

3.2 Commissions. Buyer has dealt with no broker, finder or any other person, in connection with the purchase of or the negotiation of the purchase of the Property that might give rise to any claim for commission against Seller or lien or claim against the Property.

ARTICLE IV

CONDITIONS TO OBLIGATIONS

4.1 Conditions to the Buyer's Obligations. The obligations of Buyer to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions on or before the dates specified, subject to the right of Buyer to waive any one or more of such conditions:

(a) Buyer shall have obtained a commitment in favor of Buyer for a current ALTA owner's policy of title insurance from the Title Company with respect to the Property, which commitment shall be in the amount of the Purchase Price and shall show Seller as the owner of the Property. Buyer agrees to obtain such a commitment (the cost of which shall be paid by Buyer), together with copies of all exceptions referred to thereon, on or before the date thirty (30) days after the date hereof (and Buyer agrees to furnish Seller with copies thereof immediately upon receipt); it being understood that if Buyer fails to obtain such commitment within such thirty (30) day period, this condition precedent shall be conclusively deemed satisfied. Buyer agrees to review and approve such commitment and the exceptions shown thereon (or disapprove the same and thereby terminate this Agreement) on or before the date forty-five (45) days after the date hereof (Buyer hereby agreeing that it shall not disapprove, as exceptions, the lien of general real estate taxes for the current tax fiscal year).

(b) Buyer shall have reviewed and approved a survey of the Property, the zoning of the Property, environmental studies (subject to Section 8.4 of this Agreement), and any other matter relating to or affecting the Property which Buyer deems suitable to review, in its reasonable discretion. Buyer agrees to obtain such survey, environmental assessments, zoning reports, and related due diligence reports (the cost of which shall be paid by Buyer, except to the extent Buyer elects to have Seller finance the cost of the Phase I pursuant to Section 1.2(c), in which event, the cost of the Phase I shall be included in the Holding Costs), on or before the date forty-five (45) days after the date hereof (and Buyer agrees to furnish Seller with copies thereof immediately upon receipt); it being understood that if Buyer fails to obtain such items within such forty-five (45) day period, this condition precedent shall be conclusively deemed satisfied. Buyer agrees to review and approve such matters (or disapprove the same and thereby terminate this Agreement) on or before the date sixty (60) days after the date hereof.

(c) The Board of Aldermen of the City of St. Louis shall have enacted the Authorizing Ordinance.

4.2 Conditions to the Seller's Obligations. The obligations of Seller to consummate the transactions provided for in this Agreement shall be subject to the satisfaction of each of the following conditions on or before the dates specified, subject to the right of Seller to waive any one or more of such conditions:

(a) The Board of Aldermen of the City of St. Louis shall have enacted the Authorizing Ordinance.

(b) Buyer shall have, on or before the date of Closing, performed all of its covenants, obligations and agreements under this Agreement by June 30, 2008.

4.3 Failure of Satisfaction of Conditions.

(a) In the event that any one or more of the matters referred to in each of the subsections of Section 4.1 has not been reviewed and approved and the condition precedent set forth in each such subsection thereby satisfied on or before the date of Closing (or, if earlier, the date for satisfaction thereof), Buyer may, at its option, elect to terminate this Agreement and, except as otherwise expressly provided herein, the parties shall have no further liability to one another hereunder. In the event that on or prior to the date of Closing (or, if earlier, the date for satisfaction thereof) any such condition precedent is not expressly designated as satisfied or unsatisfied in writing by Buyer, then such condition precedent shall be conclusively deemed satisfied.

(b) In the event that any one or more of the matters referred to in each of the subsections of Section 4.2 has not been reviewed and approved and the condition precedent set forth in each such subsection thereby satisfied on or before the date of Closing (or, if earlier, the date for satisfaction thereof), Seller may, at its option, elect to terminate this Agreement and, except as otherwise expressly provided herein, the parties shall have no further liability to one another hereunder. In the event that on or prior to the date of Closing (or, if earlier, the date for satisfaction thereof) any such condition precedent is not expressly designated as satisfied or unsatisfied in writing by Seller, then such condition precedent shall be conclusively deemed satisfied.

ARTICLE V

COVENANTS OF SELLER

Seller covenants and agrees that from and after the date of this Agreement and until the date of Closing:

5.1 Operation of Property.

(a) Seller shall continue to maintain the Property in "AS IS" condition, it being the intention of the parties hereto that the general condition and use of the Property shall not be changed between the Effective Date and the date of Closing.

(b) Seller shall not (i) construct or install or contract for the construction, installation or alteration of any improvements at the Property, (ii) enter into any leases or occupancy agreements with respect to the Property, or (iii) record or suffer to be recorded against the Property any easements, liens or other encumbrances without, in each instance, obtaining the prior written consent of Buyer, such consent not to be unreasonably withheld.

5.2 Insurance of Property. Seller will cause the Property to be insured in accordance with its current insurance program.

ARTICLE VI

COVENANTS OF BUYER

6.1 Post Termination Covenants. Buyer covenants and agrees that in the event Closing does not occur due to the failure of a condition precedent to Buyer's or Seller's obligations, then, at the option and written request of Seller, Buyer will transfer to Seller copies of all surveys, reports, and the like in the possession of Buyer and submitted to Buyer in the course of the inspections and evaluations of the Property, at Buyer's cost of reproduction and delivery.

6.2 Restoration of Property. Buyer shall, in connection with its studies and investigations of the Property contemplated hereunder, promptly restore the Property to its condition existing immediately prior to such studies and investigations. To the extent permitted by law, Buyer hereby agrees to indemnify, defend and hold Seller and the Property free and harmless from and against any cost, expense, charge, lien, action or judgment, as well as any claim of a right to any such cost, expense, charge, lien, action or judgment arising directly or indirectly from any act or omission of Buyer, Buyer's agents or contractors, or any services, labor, supplies or materials provided or performed by surveyors, engineers, architects and others making the inspections and tests, and from and against any personal injury and property damage caused by the act or neglect of Buyer or any of its agents or independent contractors. This indemnification shall survive the termination of this Agreement and shall survive the Closing of the transactions described in this Agreement. Buyer, or such person or entity actually doing any work contemplated hereunder shall secure and maintain, at Buyer's or such other person or entity's sole cost and expense, the following policies of insurance: (i) comprehensive public liability and property damage insurance, with limits of \$1,000,000 for bodily injury to, or death of, any one person, \$2,000,000 for bodily injury to, or death of, more than one person on an occurrence basis, property damage insurance with limits of \$1,000,000 for each accident, and \$1,000,000 policy limit for aggregate operations on an occurrence basis, (ii) comprehensive automobile liability insurance with limits of \$1,000,000 for injury to, or death of, any one person, \$2,000,000 for bodily injury to, or death of, more than one person, (iii) workers' compensation insurance in accordance with the provisions of Missouri law, and (iv) employer's liability insurance in the minimum amounts of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. Notwithstanding, if Buyer does the work contemplated hereunder, Buyer may self-insure.

6.3 Development of Park Land and Facilities. Buyer covenants and agrees that, in the event the transactions contemplated herein are closed with title to the Property transferred to Buyer, Buyer shall comply with the covenants as shall be set forth in the Deed Restriction.

ARTICLE VII

CASUALTY; CONDEMNATION

7.1 Casualty. There are no buildings or improvements on the Property, therefore, in the event of the damage or destruction of all or any part of the Property, Buyer shall have no right to terminate this Agreement on account thereof.

7.2 Condemnation. In the event of the taking of all or any material part of the Property (e.g., not including the taking of strips of widths less than 10 feet of the Property running along adjacent roadways and highways) prior to Closing, by eminent domain or condemnation, then Buyer may, at its option, exercisable by written notice to Seller, either (i) terminate this Agreement, whereupon, except as expressly provided herein, neither party will have any further obligation hereunder, or (ii) continue under this Agreement, whereupon Seller will assign to Buyer its interest in and to any award and proceeds thereof payable as a result of such

taking to the extent directly attributable to the value of the land taken.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Binding Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and to their respective heirs, administrators, executors, personal representatives, successors and assigns.

8.2 Assignment. Neither party may assign its rights and interest hereunder.

8.3 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered by national overnight courier service or sent by registered or certified mail, postage pre paid, and addressed as set forth below:

(a) If to Seller:

Barnes-Jewish Hospital
One Barnes-Jewish Hospital Plaza
St. Louis, Missouri 63110
Attn.: President

and

The Washington University
660 S. Euclid
St. Louis, Missouri 63110
Attn.: Dean and Executive Vice Chancellor for Medical Affairs

and

Forest West Properties, Inc.
c/o Washington University Medical Center Redevelopment Corporation
4400 Chouteau
St. Louis, Missouri 63110
Attn.: Brian K. Phillips

And

Washington University Medical Center Redevelopment Corporation
4400 Chouteau
St. Louis, Missouri 63110
Attn.: Brian K. Phillips

with copies to:

BJC HealthCare
Mailstop 90-66-500
4444 Forest Park Ave., Suite 500
St. Louis, Missouri 63108
Attn.: Senior Vice President and General Counsel

and

Bryan Cave LLP
One Metropolitan Square
211 N. Broadway, Suite 3600
St. Louis, MO 63102-2750

Ann: Linda M. Martínez

and

The Washington University
North Brookings Hall, Room 219
Campus Box 1058
One Brookings Drive
St. Louis, Missouri 63130
Attn.: Thomas J. Blackwell

If to Buyer:

Comptroller of the City of St. Louis
Room 212, City Hall
St. Louis, Missouri 63103
Attn: James Garavaglia, Asset Manager

and

Department of Parks Recreation and Forestry of the City of St. Louis
Forest Park
5600 Clayton Road
St. Louis, Missouri 63110
Attn: Gary Bess, Director

and

City Counselor
Room 314, City Hall
St. Louis, Missouri 63103
Attn: Patricia A. Hageman, City Counselor

With a copy to:

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attn: Thomas J. Ray

Any party may change the address to which notices are to be addressed by giving the other parties notice in the manner herein set forth.

8.4 Environmental Review.

(a) The following defined terms used in this Section 8.4 shall have the following meanings:

“Hazardous Materials” include: (i) oil or other petroleum products, (ii) “hazardous wastes,” as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq., or similar state or local law, ordinance, regulation or order, (iii) “hazardous substances,” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. §9601 et seq., or similar state or local law, ordinance, regulation or order, (iv) “hazardous materials,” as defined by the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §5102, or similar state or local law, ordinance, regulation or order, (v) radioactive materials subject to the Atomic Energy Act (AEA), 42 U.S.C. §2011 et seq., or similar state or local law, ordinance, regulation or order, and (vi) any other pollutant, contaminant, chemical, or substance whose presence creates or could create a hazard to health or the environment or a violation of any federal, state or local Environmental Law.

“Environmental Liability” means any and all liability, claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage, loss, cost, expense, injury, judgment, penalty, or fine alleged by any third party (including, without limitation, any private party or governmental entity), arising out of, relating to, or resulting from, directly or indirectly, in whole or in part: (i) the presence, generation, transport, disposal, treatment, storage or Release of Hazardous Materials, (ii) the violation or alleged violation of any Environmental Law, or (iii) any Enforcement or Remedial Action. This liability includes any cost of removing or disposing of any Hazardous Materials, any cost of enforcement, cost of investigation and/or remedial action, and any other cost or expense whatsoever, including, without limitation, reasonable attorneys’, accountants’, engineers’, and consultants’ fees and disbursements, interest, and medical expenses.

“Environmental Law” means any applicable past, present, or future federal, state, or local laws, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Materials, or any other activities or conditions which impact or relate to the environment or nature.

“Enforcement or Remedial Actions” include any step taken by any person or entity (i) to cleanup, remedy, or remove any Release of Hazardous Materials, or (ii) to enforce compliance with or to collect or impose penalties, fines, or other sanctions provided by any Environmental Law.

“Release” includes any and all releasing, spilling, leaking, migrating (from or to), pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, dumping, and any other means by which any Hazardous Material or other substance may be introduced into or travel through the environment (i.e., the soils and/or groundwater).

(b) At Buyer’s sole cost and expense (except as otherwise provided herein), Buyer may, with Seller’s prior written consent, which consent may be withheld in Seller’s sole and absolute discretion, on or before the date forty-five (45) days after the date hereof, inspect and survey the Property and perform tests and analyses of any kind relating to the Property’s physical quality or physical condition at a time mutually convenient to Seller and Buyer. At its option and at the same time, Seller may perform similar tests and analyses including, but not limited to, the taking of split samples with Buyer. Notwithstanding anything to the contrary herein, Buyer may elect to have Seller finance the cost of the Phase I to be performed by the Environmental Consultant as set forth in Section 1.2(c). If Buyer so elects, the cost of such Phase I shall be included in the Holding Costs.

(c) Seller expressly disclaims any warranties as to: (i) the presence or Release of Hazardous Materials on, in, under, or adjacent to the Property, (ii) the Property’s compliance with Environmental Laws, and (iii) any potential Environmental Liability associated with the Property or any activities conducted on the Property.

(d) After the Closing, the Buyer shall be solely responsible and liable for the Property’s compliance with all Environmental Laws and for all Environmental Liabilities and Enforcement or Remedial Actions.

(e) After the Closing, the Seller shall not bear any responsibility or liability contractually, under common law, or under federal, state, or local laws or regulations for: (i) any Hazardous Materials which have been, are, or may be present, generated or Released in, on, under, or adjacent to the Property or the disposal of such Hazardous Materials, or (ii) any Environmental Liability associated with the Property or past, present or future activities conducted on the Property.

(f) Buyer, for itself, all persons or entities that control, are controlled by, or are under common control with Buyer (each, a ***“Buyer Affiliate”***), and all of their respective successors and assigns, expressly waives any and all rights against Seller and all persons or entities that control, are controlled by, or are under common control with Seller (each, a ***“Seller Affiliate”***) pertaining to any Environmental Liability or pursuant to any Environmental Law, including, without limitation, any claim alleged under CERCLA.

(g) Buyer, for itself, each Buyer Affiliate, and all of their respective successors and assigns, agrees to the extent permitted by law, to reimburse, defend, indemnify and hold harmless the Seller, its subsidiaries and affiliates and their respective successors and assigns, officers, directors, employees and agents from and against any and all losses, costs, expenses, claims, demands, obligations and liabilities (including, without limitation, cleanup costs, reasonable attorneys’ and consultants’ fees and expenses) (collectively, ***“Liabilities”***) arising from or related to, directly or indirectly, in whole

or in part: (i) the threatened or actual Release of any Hazardous Materials in, on, under or from the Property, and (ii) any Environmental Liability or Enforcement or Remedial Action associated with the Property or any past, present or future activities conducted on the Property or any adjacent property. This indemnification shall survive the Closing of the transactions described in this Agreement and shall include any Liabilities attributable, in whole or in part, to Seller's acts or omissions, including the negligence or gross negligence of Seller, or those of third parties.

8.5 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Missouri.

8.6 Time of the Essence. Time is of the essence with respect to each and every provision of this Agreement.

8.7 Performance on Business Days. If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.

8.8 Entire Agreement. This Agreement, together with all the Exhibits attached hereto and incorporated by reference herein, constitutes the entire undertaking between the parties hereto, and supersedes any and all prior agreements, arrangements and understandings between the parties, whether written or oral.

8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original.

8.10 "AS IS" Condition of Property. It is expressly acknowledged and agreed by Buyer that no representations or warranties of any kind, except those set forth in Article II hereof, have been made by Seller or Seller's agents or consultants to Buyer or to the agents or consultants of Buyer with respect to the Property, and that any statements whatsoever made by Seller or Seller's agents or consultants to Buyer or to Buyer's agents or consultants outside of Article II are not material and have not been relied upon by Buyer. **Without limiting the generality of this acknowledgment and agreement, it is specifically acknowledged and agreed that the PROPERTY shall be accepted by Purchaser in "AS IS," "WHERE IS" condition, "WITH ALL FAULTS."** Seller expressly disclaims any warranties as to: (i) the presence or release of hazardous materials on, in, under or adjacent to the Property, (ii) the Property's compliance with any federal, state or local law, ordinance, rule or regulation applicable thereto, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, and any and all federal, state or local requirements with respect to the maintenance and/or removal of the improvements on the Property, (iii) any potential environmental liability associated with the Property or any activities conducted on the Property; (iv) legal access from the Property to any public road, (v) the existence, attainability, or the cost of, potable water, wells, an irrigation system, sanitary sewerage disposal or a septic tank system, electricity, gas, telephone or other utilities at, on, or to or from the Property, (vi) restrictions on usage of the Property imposed by any governmental authority or the suitability of the Property as a developable site for any purpose, (vii) the acreage or square footage of the Property, and (viii) the fitness or value of the Property.

8.11 No Offer. The submission of this Agreement to Buyer shall not be deemed an offer by Seller to enter into any transaction or to enter into any other relationship with Buyer, whether on the terms contained in this Agreement or on any other terms. This Agreement shall not be binding upon Buyer or Seller nor shall Buyer or Seller have any obligations or liabilities or any rights with respect hereto, unless and until both Buyer and Seller have executed and delivered this Agreement. Until such execution and delivery of this Agreement, Seller may negotiate with other prospective buyers and either Buyer or Seller may terminate all negotiation and discussion of the subject matter of this Agreement without cause or for any reason, without recourse or liability.

[Signature page follows]

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

[NO SEAL]

FOREST WEST PROPERTIES, INC.

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS.

CITY OF ST. LOUIS)

On this ____ day of _____, 2007, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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
Printed Name:

Please affix stamp in area designated above

EXHIBIT A

PROPERTY

The entirety of Block No. 4878 of the City of St. Louis, State of Missouri, currently consisting of several parcels bordered by Chouteau Ave. to the south, S. Newstead Ave. to the west, Interstate Highway 64 to the north, and Tower Grove Ave. to the east.

EXCEPT, that certain parcel owned by the City of St. Louis and more particularly described as **[INSERT LEGAL DESCRIPTION OF PARCEL OWNED BY THE CITY]**

EXHIBIT B

HOLDING COSTS THROUGH THE EFFECTIVE DATE

<u>Property Address</u>	<u>Acquisition Cost</u>	<u>Holding Costs</u>	<u>Total Costs</u>
4359 Chouteau	\$ 56,835.00	\$ 8,456.00	\$ 65,291.00
4373 Chouteau	\$ 11,700.00	\$ 7,589.00	\$ 19,289.00
4385 Chouteau	\$ 61,425.00	\$ 9,982.00	\$ 71,407.00
4395 Chouteau	\$ 22,779.00	\$ 19,753.00	\$ 42,532.00
4399 Chouteau	\$ 47,456.26	\$ 17,032.00	\$ 64,488.26
4363 Donovan	\$ 21,892.50	\$ 7,354.00	\$ 29,246.50
4365 Donovan	\$ 18,765.00	\$ 17,350.00	\$ 36,115.00
4367 Donovan	\$ 15,637.50	\$ 15,616.00	\$ 31,253.50
4369 Donovan	\$ 15,637.50	\$ 16,988.00	\$ 32,625.50
4373 Donovan	\$ 15,637.50	\$ 7,403.00	\$ 23,040.50
4375 Donovan	\$ 15,367.50	\$ 16,631.00	\$ 31,998.50
4379 Donovan	\$ 15,637.50	\$ 18,093.00	\$ 33,730.50
4383 Donovan	\$ 28,147.50	\$ 7,269.00	\$ 35,416.50
4387 Donovan	\$ 25,020.00	\$ 7,321.00	\$ 32,341.00
4391 Donovan	\$ 22,500.00	\$ 7,385.00	\$ 29,885.00
4393 Donovan	\$ 15,637.50	\$ 7,921.00	\$ 23,558.50
4395 Donovan	\$ 81,000.00	\$ 9,768.00	\$ 90,768.00
4371 Donovan	\$ 51,881.75	\$ 17,055.00	\$ 68,936.75
4379-81 Chouteau	\$ 175,898.00	\$ 11,599.00	\$ 187,497.00
4375-77 Chouteau	\$ 100,628.28	\$ 12,182.00	\$ 112,810.28
TOTAL	\$ 819,483.29	\$ 242,747.00	\$ 1,062,230.29

EXHIBIT C

PERMITTED EXCEPTIONS

1. Any covenants, conditions, limitations, restrictions, rights of way, encumbrances, encroachments, reservations, easements, agreements and other matters reserved in or established by the provisions of, or permitted under or contemplated by this Purchase and Sale Agreement.
2. Covenants, conditions, limitations, restrictions, rights, rights of way, encumbrances, encroachments, reservations, easements, agreements and other matters of fact or record.
3. Present and future zoning, subdivision, building, land use, and environmental laws, ordinances, restrictions, resolutions, orders and regulations and all present and future ordinances, laws, regulations and orders of all federal, state, county, municipal or other governments, agencies, boards, bureaus, commissions, authorities and bodies now or hereafter having or acquiring jurisdiction of the Property and the use and improvement thereof.
4. Any state of facts or exception which an accurate survey or an inspection of the Property would show.
5. Special assessments now or hereafter becoming a lien.
6. General property taxes for the current tax fiscal year and subsequent tax fiscal years.
7. The Deed Restriction, as defined in Section 1.6 (a) (i).
8. All other exceptions listed in the Title Insurance Commitment to be obtained by Buyer pursuant to Section 4.1(a) of the Agreement.

Approved: December 17, 2007

**ORDINANCE #67802
Board Bill No. 418**

An ordinance establishing and creating a Planned Unit Development District for a portion of City Block 3893 to be known as the "City Walk on Euclid Planned Unit Development District".

Whereas, the zoning ordinance of the City of St. Louis authorizes the establishment and creation of Planned Unit Development Districts (PUD's), a special zoning "overlay" tool authorizing the appropriate development of residential or commercial uses, or the combination thereof, in the best interests of the City and to provide for a scale and flexibility of development which could not otherwise be achieved through the existing single-use zoning districts, without detriment to neighboring properties; and

Whereas, on November 7, 2007, at the regular November meeting of the Planning Commission of the City of St. Louis, a Sketch Plan submitted as a request for Planned Unit Development District designation by Mills Euclid LLC for property under their control in City Block 3893 (as shown in Exhibit "A") was presented; and

Whereas, the Planning Commission has reviewed said Sketch Plan and determined compatibility with the City's January 2005 Strategic Land Use Plan and other applicable zoning and redevelopment regulations established for the proposed Planned Unit Development District provided the subsequent Detailed Development Plan include documentation as to the details of the development; and

Whereas, the Planning Commission made all requisite findings as required by 26.80.050 of the Revised Code of the City of St. Louis and approved and adopted said Sketch Plan by Resolution No. PDA-195-07-PUD on November 5, 2007 and has provided a copy of the resolution to the Board of Aldermen;

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

SECTION ONE. Findings of Fact

The Board of Aldermen of the City of St. Louis hereby find and determine that: (i) the City Walk on Euclid Planned Unit Development District, as submitted by Mills Euclid LLC and recommended by the City of St. Louis Planning Commission, encourages appropriate development; (ii) the City Walk on Euclid Sketch Plan approved by the Planning Commission on November

5, 2007 is in the best interest of the City of St. Louis; (iii) the City Walk on Euclid Sketch Plan recommended by the Planning Commission accomplishes the purposes set forth in 26.80.050.A of the Revised Code of the City of St. Louis; and (iv) the City Walk on Euclid Sketch Plan recommended by the Planning Commission meets the conditions set forth in 26.80.050.E of the Revised Code of the City of St. Louis.

SECTION TWO. Requirements Regarding Detailed Development Plan.

The Sketch Plan is the first step in the approval of a project seeking to be developed within and in accordance with the rules pertaining to a Planned Unit Development District. At a later time, the Developer submits for review by the Planning Commission a Detailed Development Plan for a portion of, or all, of the area included in the Planned Unit Development District. This Detailed Development Plan is compared for conformity with the approved Sketch Plan by the Planning Commission.

In addressing the requirements set forth in 26.80.050.H of the Revised Code of the City of St. Louis pertaining to Detailed Development Plan Standards, the submittal of the Detailed Development Plan for the City Walk on Euclid Planned Unit Development District shall include documentation showing a minimum of 20% of the site in open space, but none of the open space shall be required to be public.

SECTION THREE. Establishment and Creation of City Walk on Euclid Planned Unit Development District.

The City Walk on Euclid Planned Unit Development District, as proposed in the City Walk on Euclid Sketch Plan (attached hereto as Exhibit "B") is hereby approved and adopted as recommended by the Planning Commission. There is hereby created a Planned Unit Development District, containing approximately 1.65 acres, to be known as the City Walk on Euclid Planned Unit Development District for the real property described below:

100 N. Euclid Avenue – 3893-00-01401

- A tract of land situated in City Block 3893 of the City of St. Louis, and the State of Missouri, being all the Lots 21 through 28 of John Baker's Subdivision and being more particularly described as follows:

COMMENCING at a cut "+" in concrete marking the intersection of the North right-of-way line of West Pine Boulevard, 80 feet wide and the East right-of-way line of Euclid Avenue, 60 feet wide, being the Southwest corner of said City Block 3893 and also being the TRUE POINT OF BEGINNING for the tract herein described; thence along said East right-of-way line, North 06 degrees 50 minutes 33 seconds East, a distance of 181.80 feet to a set spindle marking the intersection of said East right-of-way line and the South right-of-way line of a 20 foot alley; thence along said South right-of-way line, South 75 degrees 02 minutes 31 seconds East, a distance of 412.73 feet to a set spindle marking the Northwest corner of West Pine Condominium, a condominium filed for record in Plat Book 43 Pages 9-10 of the land records of said City of St. Louis; thence leaving said South right-of-way line and along the Westerly line of said West Pine Place Condominium, South 15 degrees 00 minutes 13 seconds West, a distance of 179.94 feet to a set ½ inch iron rod marking the Southwest corner of West Pine Place Condominium, being along aforementioned North right-of-way line of West Pine Boulevard; thence along said North right-of-way line, North 75 degrees 02 minutes 00 seconds West, a distance of 386.93 feet to the Point of Beginning and containing 1.65 acres (71,930 square feet) according to a survey by J. R. Grimes Consulting Engineers, Inc.

SECTION FOUR. Severability Clause.

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

SECTION FIVE. Emergency Clause.

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

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EXHIBIT A



Current Zone		Planning Area
A Single-Family Dwelling Dist	G Local Commercial District	City Walk on Euclid PUD PDA-195-07-PUD
B Two-Family Dwelling Dist	H Area Commercial District	
C Multiple-Family Dwelling Dist	I Central Business District	 CITY OF ST. LOUIS PLANNING & URBAN DESIGN AGENCY <small>Franklin S. Chan, Mayor</small>
D Multiple-Family Dwelling Dist	J Industrial District	
E Multiple-Family Dwelling Dist	K Unrestricted District	
F Neighborhood Commercial Dist	L Jefferson Memorial District	

EXHIBIT "B"

Planned Unit Development District
Sketch Plan

For

City Walk on Euclid PUD

100 N. Euclid Avenue
City Block 3893

City of St. Louis Planning Commission

November 5, 2007

File No. PDA-195-07-PUD

O. Bruce Mills
Mills Euclid LLC

67802

TO THE CITY OF ST. LOUIS PLANNING COMMISSION
PETITION FOR
PLANNED UNIT DEVELOPMENT DISTRICT (PUD)

PETITIONER'S NAME Mills Euclid L.L.C.
CONTACT NAME (If above is a firm/an organization) Bruce Mills
ADDRESS 120 South Central Ave. St. Louis, MO Suite 1000
ZIP CODE 63105 PHONE 314-721-8000
E-MAIL bmills@millsproperties.net

Legal Description of Property Petitioned, including total acreage (use additional sheets if necessary) See Attached
Parcel Number(s) (use additional sheets if necessary) See Attached

Address(es) including street(s) and street number(s) 100 North Euclid Ave. St. Louis, MO 63108

The following can be listed or mapped on additional sheets:

Present Zoning is Commercial District(s) or a change has been requested for zoning to PUD District(s).

The acreage of the property including streets and alleys except boundary streets (to nearest tenth of an acre) is 1.6 acres

Present Use of the Property Vacant Medical Office Building

Proposed Use of the Property Multifamily and Retail

Are you the owner of the property described? Yes

If not, what is your legal interest in the property? N/A

The owner(s)-of-record of the petitioned property according to City of St. Louis Assessor's Records is(are) known as Mills Euclid L.L.C.

[Signature] 4/11/08
Signature(s) of Petitioner(s) Date Filed

Parties of Interest (Fill in if applicable):
Project Engineer and /or Architect (if applicable) Name Parker & Associates Architect
Address 2202 E. 49th St. South Tulsa, OK 74105 Phone 918-742-2485
Developer and/or Builder (if other than petitioner) Name N/A
Address N/A Phone N/A

City of St. Louis Planning and Urban Design Agency
1015 Locust Street, Suite 1200, St. Louis, MO 63101

67802

MILLS PROPERTIES, INC.

126 South Central Suite 1000 Clayton, Missouri 63105

Phone 314.721.8000 Fax 314.721.7900

City Walk on Euclid
100 N. Euclid Ave.
St. Louis, MO 63108
September 24, 2007

Mills Properties, Inc. is proposing a mixed use development of 188 apartment units and approximately 13,000 square feet of retail space located at the intersection of Euclid Ave. and West Pine in the Central West End.

The proposed seven story building will have one level of parking below grade across the entire site and a second level of parking at grade. The total number of parking spaces is approximately 280. The apartment units range in size from 650 square feet up to 1700 square feet. The rental rates range from \$1.60/SF to \$1.90/SF. Retail rental rates will be \$25/SF. All apartments will be designed for conversion to condominiums at a future date. The proposed development will include the following amenities:

- a. Outdoor pool and lounge with food service
- b. State of the art exercise facility
- c. Business center
- d. Meeting rooms/theatre
- e. Library
- f. Roof top garden patio
- g. "Green" roof area on six story portion of building
- h. Concierge service for all residents
- i. Room service from restaurant to all residents

Financing will be conventional bank financing (eighty percent) with the balance being owner equity. Bruce Mills will be the primary principal through a limited liability company.

The property, 100 N. Euclid Ave., is currently owned by "Mills Euclid, LLC", 50% owned by Bruce Mills and 50% by other investors. Fifty to 100% of the final development will be owned by Bruce Mills.

A copy of the preliminary schedule is attached. The project is planned as one phase.



67802



BOARD OF ALDERMEN
CITY OF SAINT LOUIS
MISSOURI

Joseph D. Roddy
ALDERMAN

17th Ward

September 29, 2006

Mr. O. Bruce Mills
Mills Group, Inc.
120 South Central Avenue
Suite 1000
Saint Louis, MO 63105

Re: 100 North Euclid Development

Dear Mr. Mills:

I am writing to express my support for your proposed 155 unit, six story, \$50,000,000 development of new apartments at 100 North Euclid on the property owned by Mills Euclid, LLC. I also support the demolition of the existing older medical office building which is presently located on that site, since it is not the highest and best use for the parcel of ground which you own.

I understand that you will be applying to the LCRA for redevelopment rights with regard to this property. I express my support for ten (10) years of full tax abatement and a redevelopment agreement that gives you condemnation rights over any remaining tenant leases which may need to be terminated in order to allow the demolition and redevelopment to proceed on your land.

I look forward to working with you on this exciting new project.

Sincerely,

Joseph D. Roddy
Alderman, 17th Ward

3435996

Room 230, City Hall

St. Louis, Mo. 63103

622-3287

07802



CENTRAL WEST END MIDTOWN DEVELOPMENT

October 26, 2007

Mr. Dick Zerega
Planner
St. Louis City - PDA
1015 Locust Street - 12th Floor
St. Louis, MO 63101

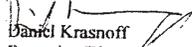
Dear Mr. Zerega,

It was a pleasure to talk with you regarding the City Walk project that Mills Properties has proposed at 100 N. Euclid Avenue. The Central West End Midtown Development (CWEMD) supports the proposal and feels that this project will substantially enhance the character of the Central West End as a full service neighborhood. CWEMD feels that attention should be paid to the following items to ensure that the project provides the greatest benefit to the neighborhood as well as the developer:

- The design of a water feature and clock tower at the Euclid/West Pine corner
- The need to control construction parking to keep public parking for local businesses and residents.
- Cooperation with the Euclid Streetscape Corridor design team
- Potential traffic calming to mitigate the impact of this development on the lower scale eastern end of the 45xx West Pine block.
- Ensuring that the number of parking spaces is sufficient for all residents, guests and retail customers, and investigating the possibility of including additional public parking spaces.
- Keeping the sidewalk along Euclid and West Pine open during construction.

Let me know if you have any questions regarding this project.

Best Regards,


Daniel Krasnoff
Executive Director

Cc: Rollin Stanley
O. Bruce Mills

CENTRAL WEST END MIDTOWN DEVELOPMENT
4236 LINDELL BLVD. SUITE 103 ST. LOUIS, MISSOURI 63108
P: 314-535-5311 F: 314-531-1894 E-MAIL: CWEMID@SBCCGLOBAL.NET

67802

EXCERPT FROM SEPTEMBER 26, 2006 CWEMD DEVELOPMENT
COMMITTEE RESOLUTION REGARDING 100 NORTH EUCLID

Pete Rothschild made a motion to approve the following recommendation for the Renaissance proposal:

CWEMD Development Committee Recommendation:
Renaissance Proposal – 100 N. Euclid Avenue

The Development Committee of Central West End Midtown Development recommends support for the Renaissance proposal. The project will contribute significantly to achieving organizational goals such as increasing residential population, retail development, and elimination of surface parking conditions.

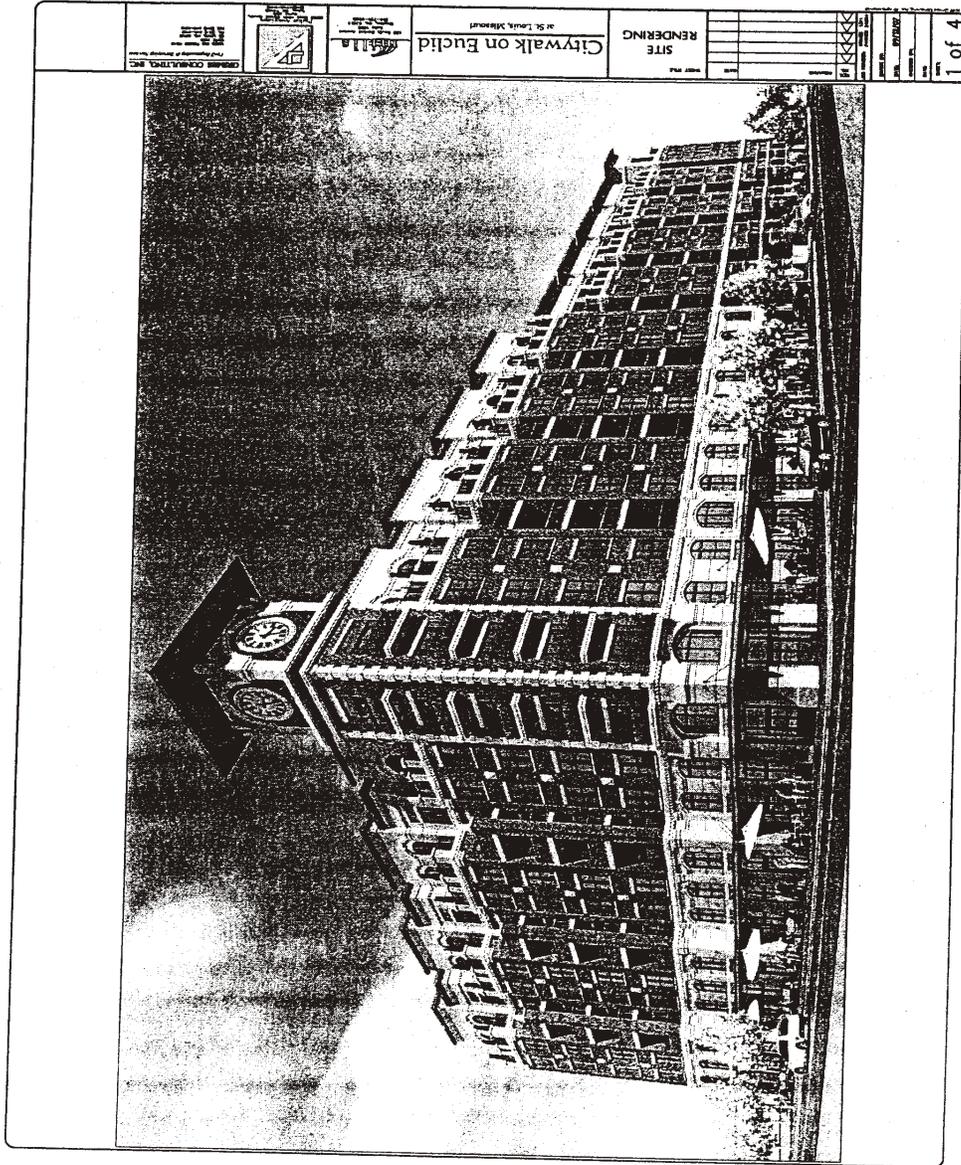
This recommendation is not made to support the current subsidy request, which will be reviewed by the CWEMD Finance Committee and Board of Directors.

The recommendation includes the need for continued cooperation by developer with the staff regarding the following design matters:

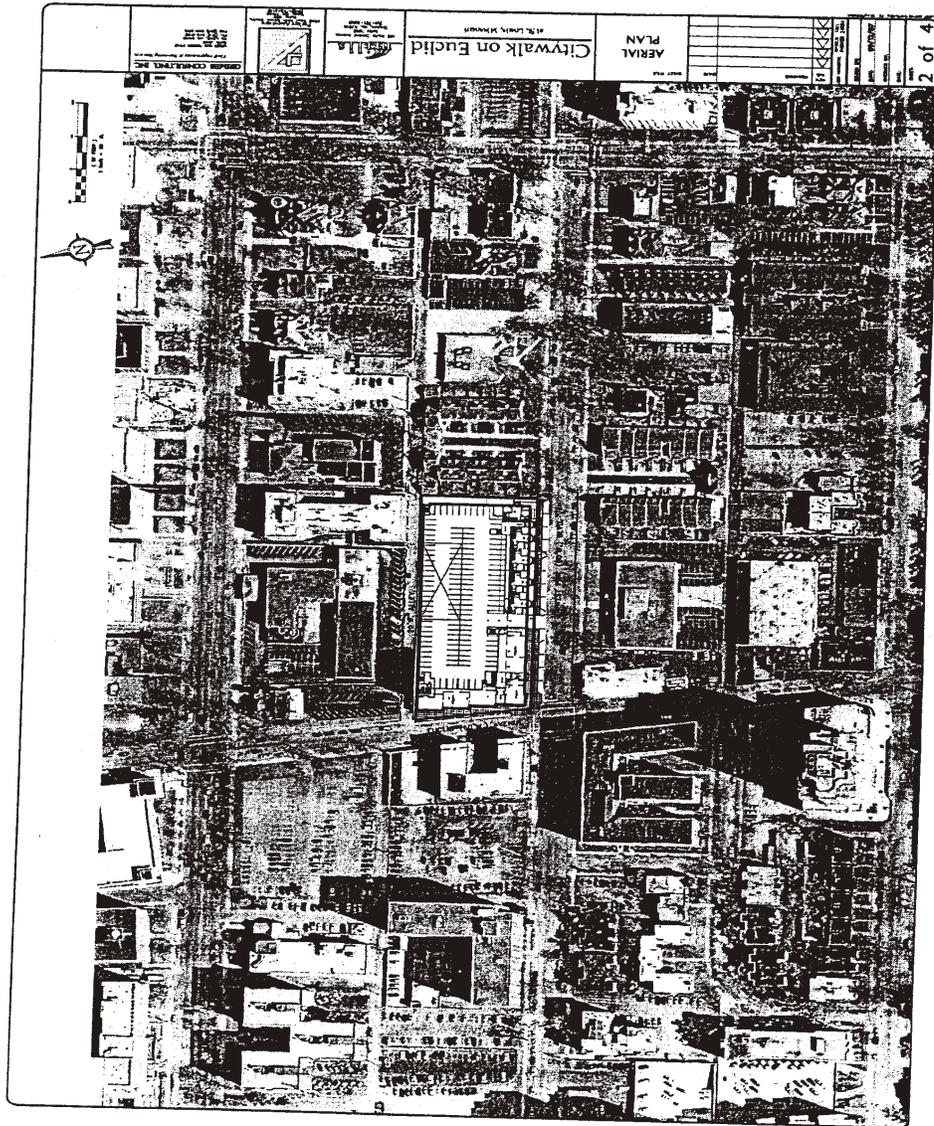
- The design of a water feature and clock tower at the Euclid/West Pine corner.
- The need to control construction parking to keep public parking for local businesses and residents.
- Cooperation with the Euclid Streetscape Corridor design team.
- Potential traffic calming to mitigate the impact of this development on the lower scale eastern end of the 45xx West Pine block.
- Ensuring that the number of parking spaces is sufficient for all residents, guests and retail customers, and investigating the possibility of including additional public parking spaces.
- Keeping the sidewalk along Euclid and West Pine open during construction.

Chris Papanickolas seconded the motion. Voice vote. All ayes. *Motion passed.*

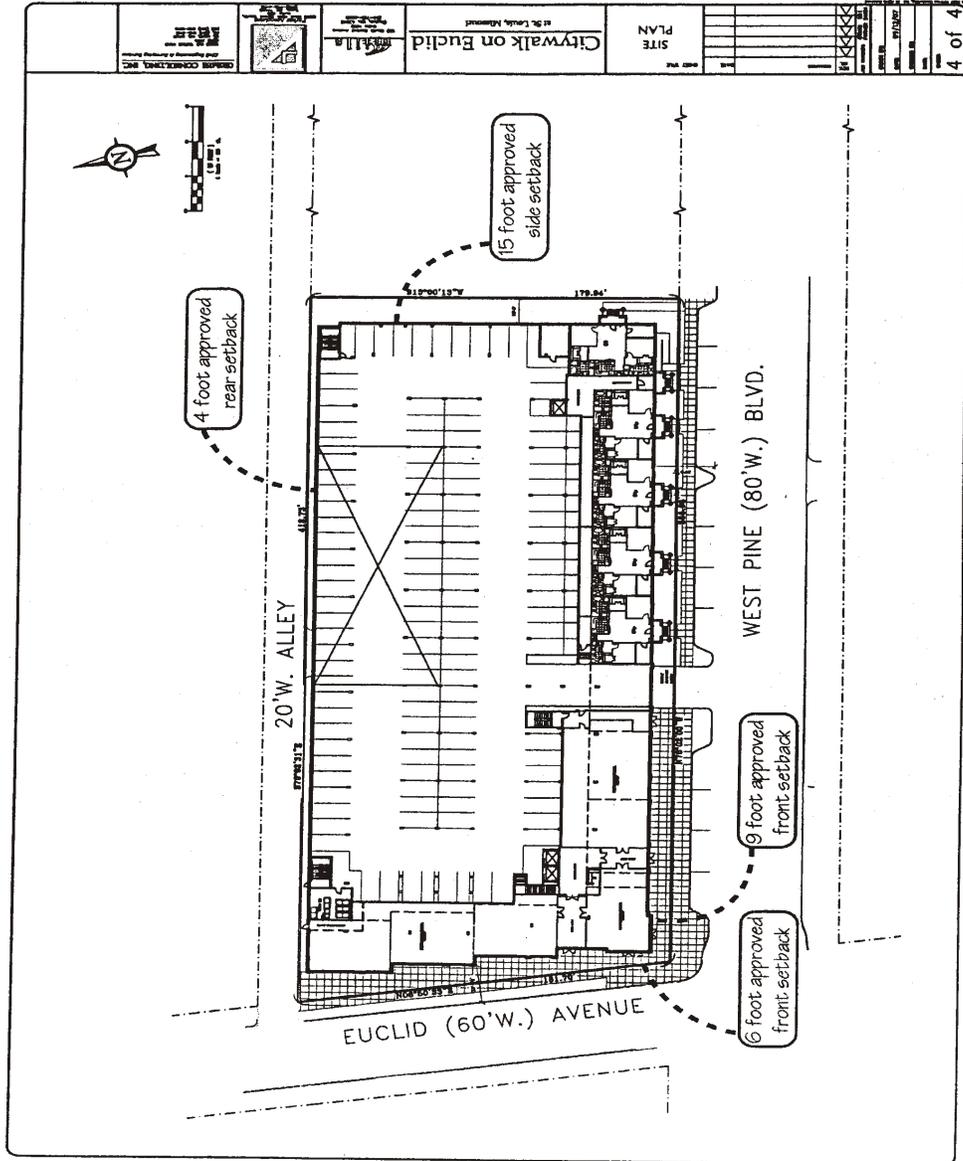
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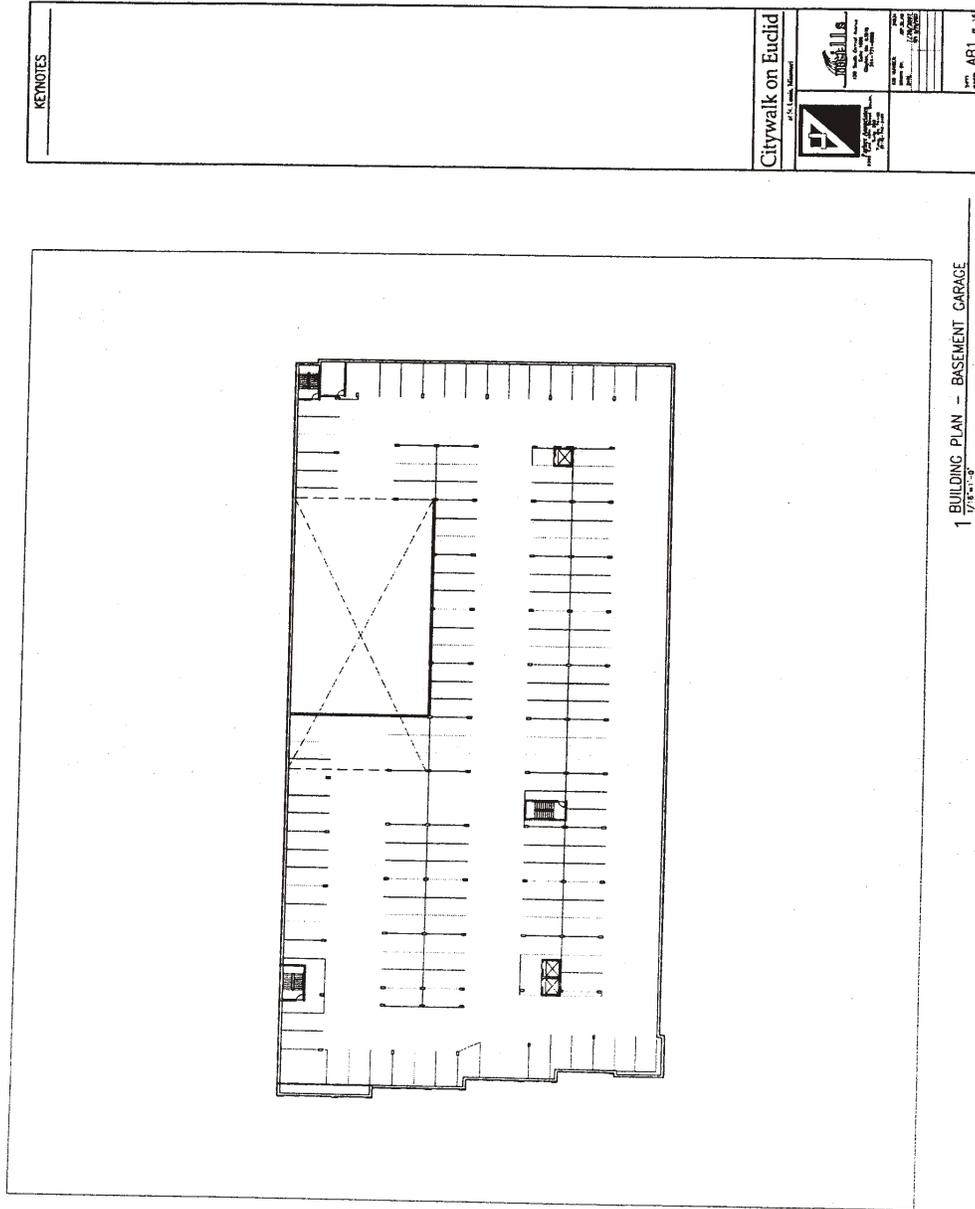
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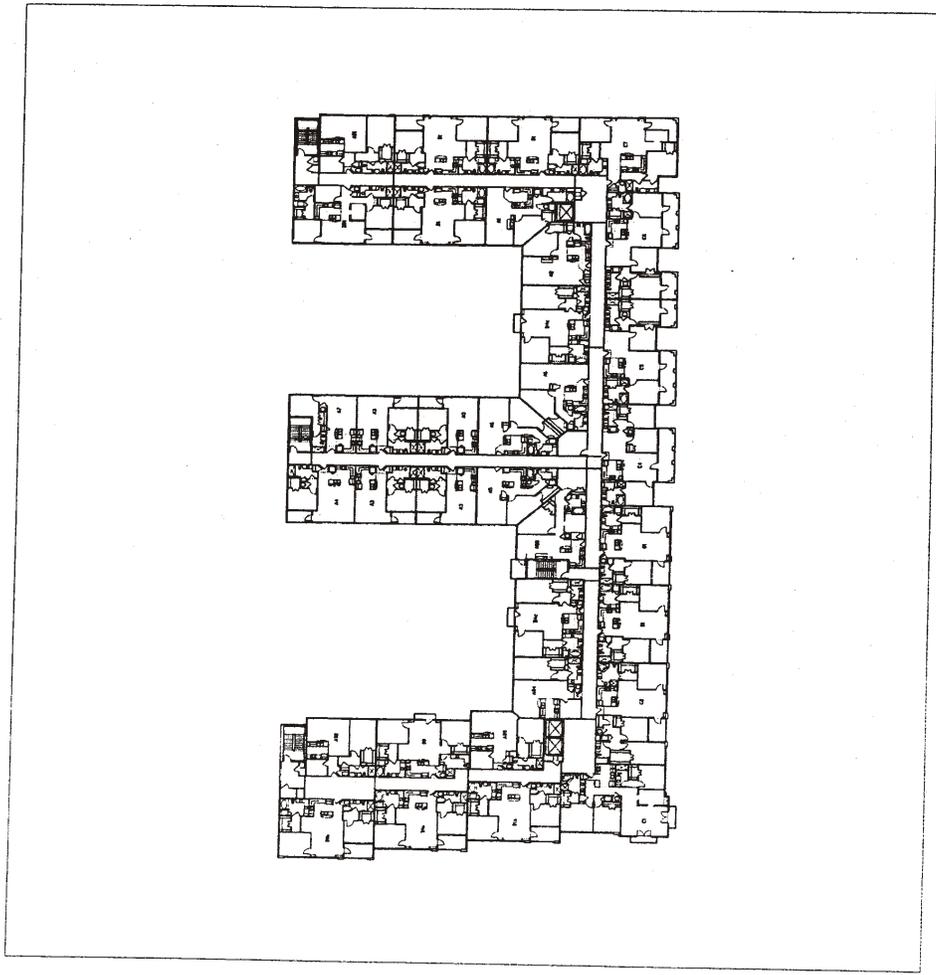


KEYNOTES	Citywalk on Euclid <small>1111 Euclid Avenue</small>		DATE: 04/08/08
			BY: [Signature]
			SCALE: 1/8" = 1'-0"
			PROJECT: AB1 # 15

1 BUILDING PLAN - BASEMENT GARAGE
1/8" = 1'-0"

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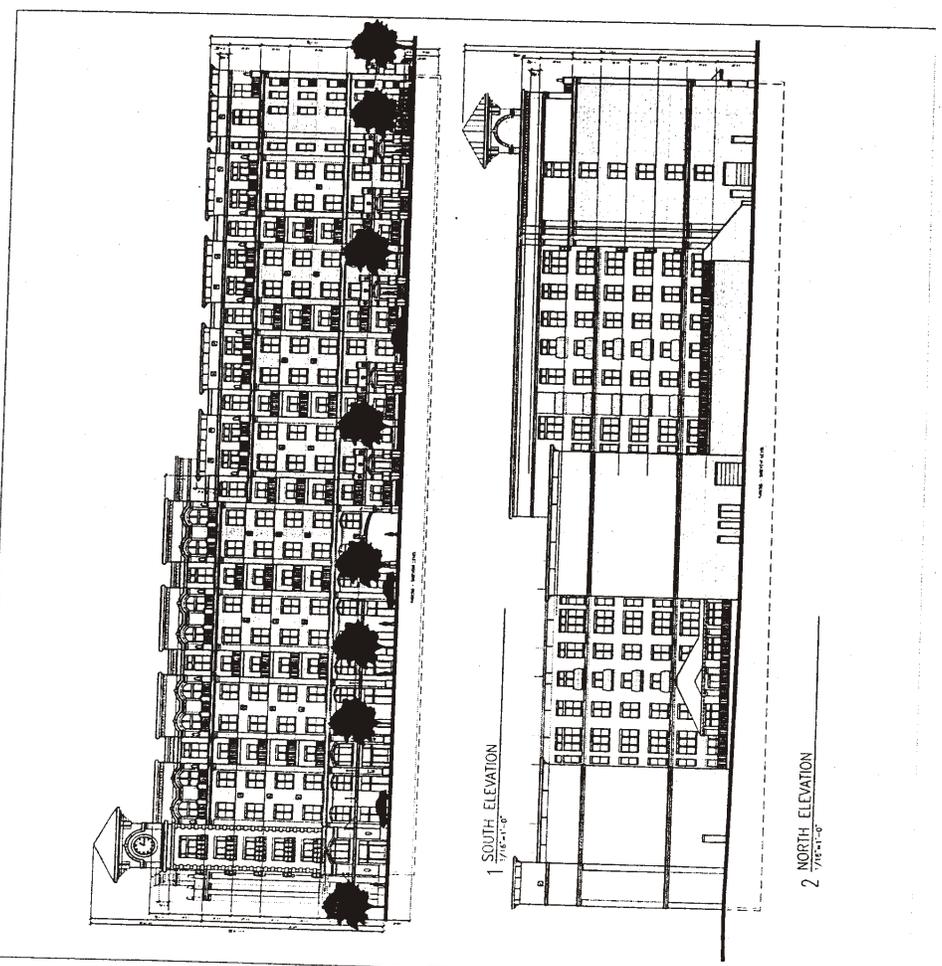
KEYNOTES	Citywalk on Euclid 275 E. Euclid Street		DATE: 04/08/08
			SCALE: 1/8" = 1'-0"
			PROJECT NO: 08-001
			CLIENT: City of Cleveland
			ARCHITECT: ABS
			DATE: 04/08/08
			BY: ABS
			CHECKED: ABS
			APPROVED: ABS



1 BUILDING PLAN — SIXTH FLOOR
1/4" = 1'-0"

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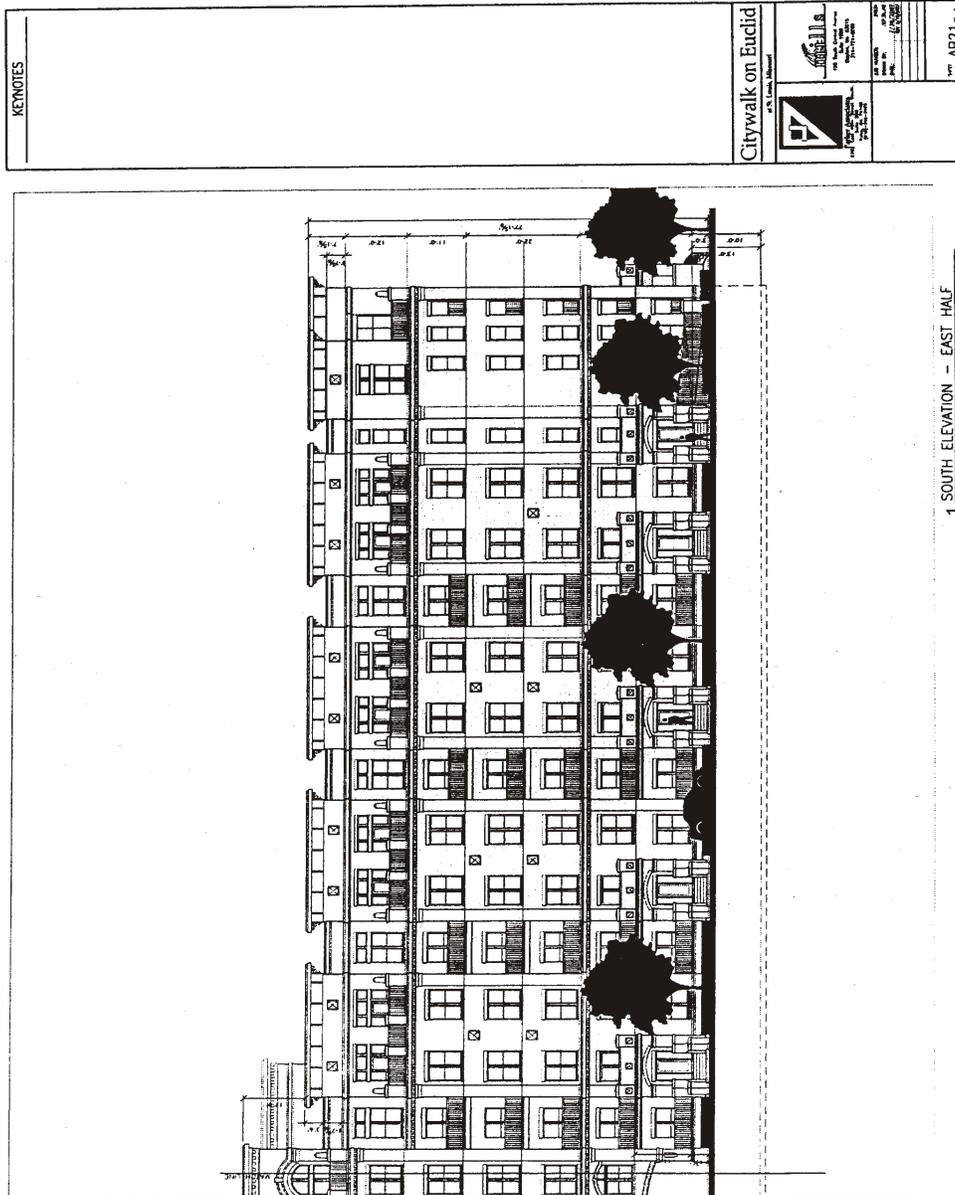
KEYNOTES	Citywalk on Euclid 475 Euclid, Cleveland		<table border="1"><tr><td>ARCHITECT</td><td>DATE</td></tr><tr><td>PROJECT</td><td>SCALE</td></tr><tr><td>CLIENT</td><td>NO. OF SHEETS</td></tr><tr><td>DATE</td><td>DATE</td></tr></table>	ARCHITECT	DATE	PROJECT	SCALE	CLIENT	NO. OF SHEETS	DATE	DATE
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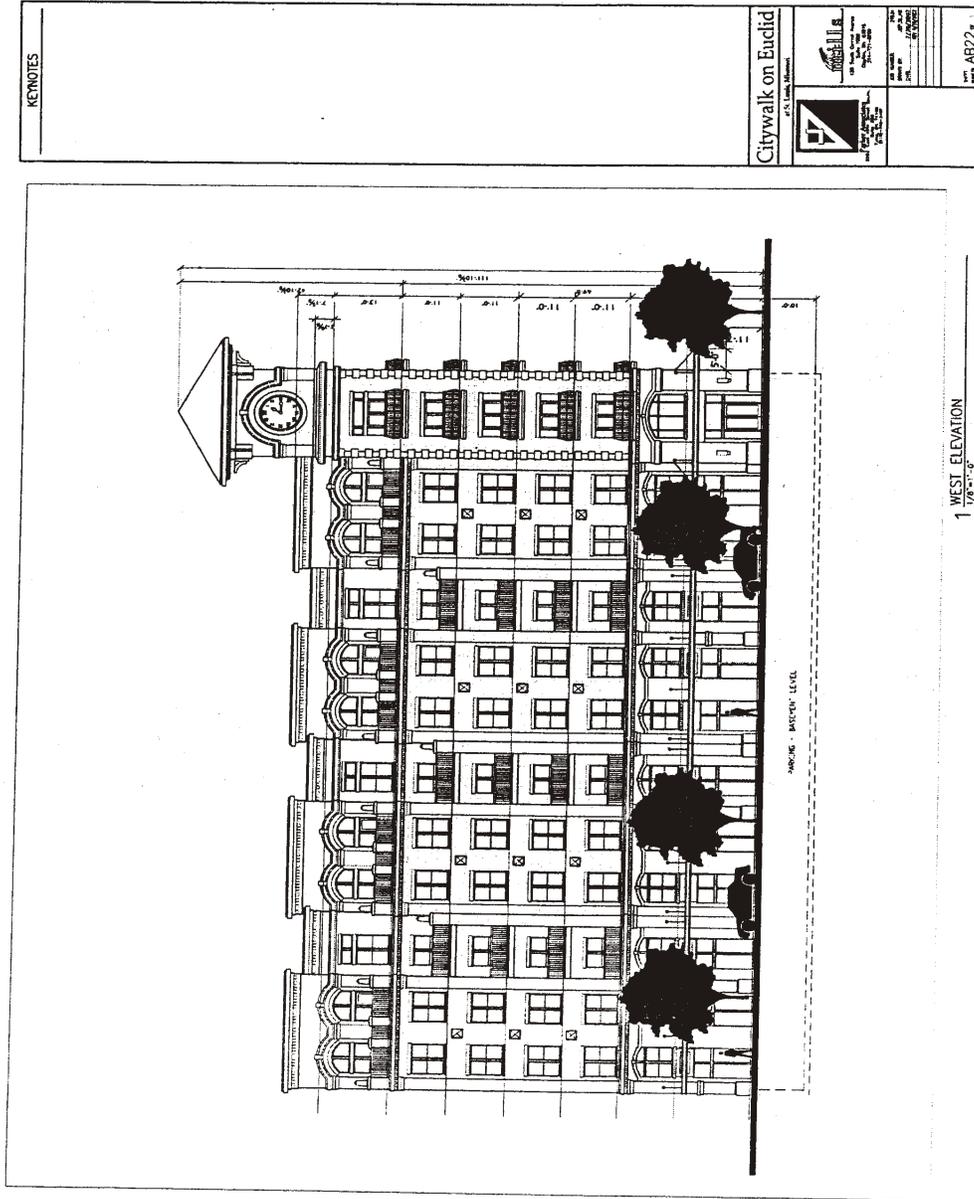
1 SOUTH ELEVATION
1/16"=1'-0"

2 NORTH ELEVATION
1/16"=1'-0"

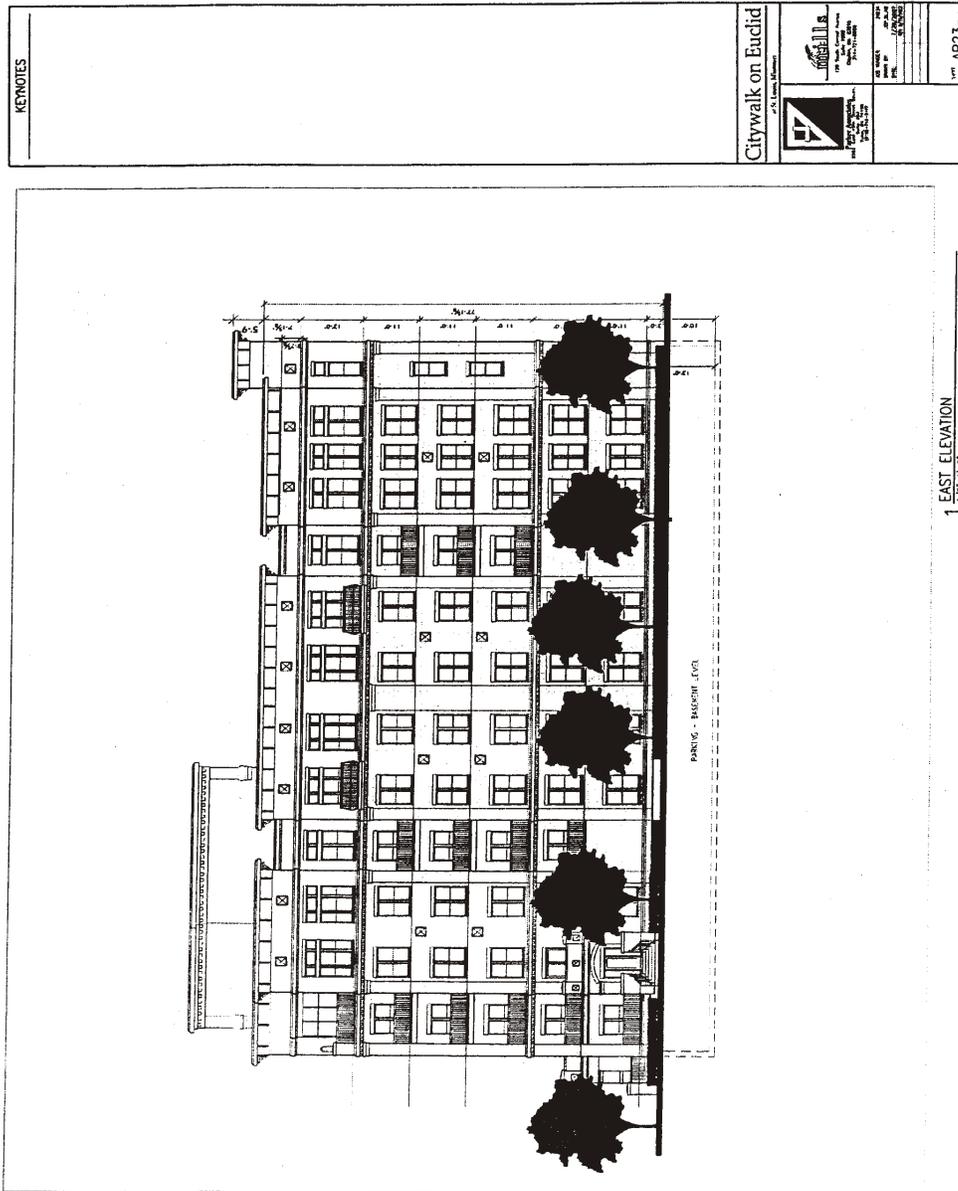
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ORDINANCE #67803
Board Bill No. 327

An ordinance adopting an energy efficiency and greenhouse gas reduction policy for municipal building projects including new buildings, building additions and major remodels; with an emergency provision.

WHEREAS, energy efficient public building techniques can save the taxpayer money over the useful life of the investment; and

WHEREAS, fossil fuels pollute the air we breathe and contribute to climate change when burned; and

WHEREAS, the best time to incorporate features that reduce fossil fuel use and promote energy efficiency in buildings is at the planning and design stages.

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

Section One. This ordinance constitutes the Energy Efficiency and Greenhouse Gas Reduction Policy of the City of St. Louis for new municipal construction and major remodels of municipal buildings.

Section Two. As used in this ordinance, "Major Remodels" means projects in buildings with over 5,000 square feet of building floor plan which projects have a reasonable potential for energy efficiency upgrades, for example: replacing 25% or more of building heating or cooling system; replacing 25% or more of the building lighting; involving removal of over 25% of a building roof; or involving work on over 25% of a building's exterior walls.

Major Remodels does not include cosmetic remodels, emergency repairs or regular maintenance. When regular maintenance includes HVAC or lighting equipment replacement, new equipment to be installed shall conform with Section 3.2 below.

Section Three. The Board of Public Service is hereby directed to implement the following Energy Efficiency and Greenhouse Gas Reduction measures for new municipal buildings and Major Remodels of municipal buildings:

- (1) Bid documents or Requests for Proposals for new municipal buildings and Major Remodels shall state the high priority of energy efficiency and greenhouse gas reduction for the initial 20-year operation of the building project. The bid documents or Requests for Proposal shall specify the energy rates to be used in the energy cost estimates required in number 2 below.
- (2) Bidders shall submit as part of the bid or proposal for any city owned or operated project energy analyses prepared by licensed professionals that:
 - a. estimate the energy consumption and long-term operating costs of the building built to minimum code requirements;
 - b. propose energy efficiency measures based on current technology and site location that exceed current City energy code requirements by a minimum of 30 percent;
 - c. estimate the energy consumption and long-term operating costs from the measures proposed in (2)b;
 - d. provide a life cycle analysis of the costs and benefits of proposed measures based on an initial 20-year period.
- (3) Licensed professionals providing services for a project and providing energy analyses pursuant to subsection (2) will be required to demonstrate capability and experience with energy analysis, or to hire consultants with the necessary expertise.
- (4) The City shall pursue a commissioning process in accordance with the U. S. Green Building Council's commissioning guidelines.

Section Four. For the purpose of educating the public on the benefits of energy efficiency and greenhouse gas reduction:

- a. results of energy analyses submitted pursuant to this ordinance shall be documented and available via the city website.
- b. the energy efficiency and greenhouse gas reduction features incorporated into any project shall be publicized through educational displays during construction and in the completed building.
- c. after the building contract for a project is awarded, a press release shall be issued that summarizes the energy analysis and energy features chosen for the project.
- d. documentation of greenhouse gas reduction shall be consistent with audit practices necessary for carbon trading.

Section Five. This ordinance being deemed necessary for the immediate preservation of the public health and safety is declared to be an emergency measure pursuant to Article IV Section 20 of the City Charter and, pursuant to Article IV Section 19 of the Charter shall take effect immediately upon its approval by the Mayor or its approval over the Mayor's disapproval.

Approved: December 17, 2007

ORDINANCE #67804
Board Bill No. 410
Floor Substitute

An ordinance relating to the employees and salaries of the Office of the Recorder of Deeds; repealing Ordinances 67329, approved December 11, 2006 pertaining to the office of the Recorder of Deeds and enacting in lieu thereof a new ordinance pertaining to the same subject matter and containing an emergency clause.

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

SECTION ONE. Ordinances #67329 is hereby repealed and enacted in lieu thereof is the following.

SECTION TWO. Appointments and Salaries. The following positions of the Office of the Recorder of Deeds whose duties shall be those indicated by their respective titles and coded are hereby allocated as listed below and adopted as the classification plan for the Recorder of Deeds.

TITLE	CODE	GRADE
Recorder	R500	E
Deputy Recorder	D451	18M
Human Resource Manager	1523	18M
Internet Service Manager	1368	18M
Special Projects Manager	2382	17M
Administrative Assistant	1621	17G
Fiscal Officer	1484	16G
Public Information Officer Supervisor	1616	15G
Real Estate Records Manager	1426	14G
Records Retention Supervisor	1187	14G
Computer Programmer II	1332	14G
Historic Preservation Planner II	4193	14G
Historic Preservation Planner I	4192	13G
Auditor	1471	13G
Secretary to The Recorder Of Deeds	R333	13G
Document Specialist II	5644	12G
Document Specialist I	5643	11G
Receptionist	1161	10G
Clerk II	1113	09G
Clerk I	1112	08G

SECTION THREE. (a) GENERAL PAY SCHEDULE:

(1) The following bi weekly pay schedule for all pay grades denoted with the suffix "G" and "M" shall become effective beginning with the start of the first bi-weekly pay period beginning December 23, 2007.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
5	663	995
6	722	1083
7	788	1181
8	859	1287
9	935	1403
10	1019	1530
11	1112	1668
12	1212	1818
13	1340	2012
14	1542	2313
15	1773	2661
16	2040	3059
17	2346	3520
18	2697	4047
19	3103	4654
20	3569	5352
21	3854	5780
22	4162	6242
23	4494	6743

(b) The Recorder of Deeds may approve the payment of hiring incentives to recruit qualified personnel for positions that are difficult to fill. Hiring incentives shall be in any amount up to twenty-five percent (25%) of the annual salary of the position for which the incentive is to be paid.

SECTION FOUR. The annual rate of employee compensation shall be twenty-six (26) times the bi-weekly scale of pay for the grade applicable to each employee's position as set out in Section 4.34.010. No employee of the Recorder of Deeds shall be paid at a rate lower than the minimum or higher than the maximum of the salary range established for the grade to which his class has been allocated. Nothing in this section shall be construed as preventing the Recorder from paying less than the maximum provided in this ordinance.

SECTION FIVE. Starting Salary

The minimum rate of pay for a position shall be paid upon original appointment to the class, unless the Recorder of Deeds finds that it is impossible to recruit employees with adequate qualifications at the minimum rate.

If an advanced starting salary is necessary, the Recorder of Deeds may establish a recruitment rate for a single position or all positions in a class and authorized employment at a figure above the minimum but within the regular range of salary established for the class.

In the event the Recorder of Deeds finds that it is difficult to secure the services of sufficient number of employees for a class or occupational series after a diligent recruitment effort, the Recorder of Deeds may establish a new maximum rate for the classes which is not more than twenty-five percent (25%) above the regular maximum established in this ordinance.

SECTION SIX. Promotion, Demotion, Reallocation and Transfer

An employee who is transferred, promoted, demoted, or whose position is reallocated after the effective date of this ordinance, shall have his or her rate of pay for the new position determined as follows:

(a) Promotion: This shall be defined as a change of an employee from a position of one class to a position of another class with a higher pay grade.

- (1) When an employee is promoted to a position in the General and Management Schedule which is only one grade higher, the employee's salary shall be set at a rate which is five percent (5%) higher than the rate received immediately prior to promotion. The Recorder of Deeds may approve up to a twenty percent (20%) salary adjustment when such action is needed to attract experienced, qualified candidates for a position. Such salary determination shall take into consideration the nature and magnitude of the accretion of duties and responsibilities resulting from the promotion. However, no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.
- (b) Demotion: This shall be defined as a change of an employee from a position of one class to a position of another class which has a lower pay grade.
- (1) If an employee is demoted for disciplinary reasons his or her rate of pay shall be established at a rate within the range for the new position to be determined by the Recorder of Deeds.
 - (2) If an employee accepts a voluntary demotion, his or her rate of pay shall be reduced to a rate within the range for the new position which is five percent (5%) lower than the rate received immediately prior to demotion. The Recorder of Deeds may approve up to a ten percent (10%) salary decrease upon demotion. However, no employee shall be paid less than the minimum nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.
 - (3) If an employee is demoted to his/her previous position because of failing to complete the working test period, the employees pay shall be adjusted to a rate in the pay range for the previous position to be determined by the Recorder of Deeds.
- (c) Reallocation:
- (1) The salary of an employee which is in excess of the maximum of the range prescribed by this ordinance for the class and grade to which his or her position has been allocated or may be reallocated shall not be reduced by reason of the new salary range and grade. The salary of such employee shall not be increased so long as he or she remains in the class of position, except as otherwise provided by this ordinance.
 - (2) If the employee's position is reallocated to a class in a lower pay grade and the rate of pay for the previous position is within the salary range of the new position, his or her salary shall remain unchanged.
 - (3) The salary of an employee whose position is allocated to a class in a higher pay grade shall be determined in accordance with the provisions of this Section 6(a)(1) relating to salary advancement on promotion.
- (d) Transfer: The salary rate of an employee who transfers to a different position in the same class, or from a position in one class to a position in another class in the same pay grade, regardless of pay schedule, shall remain unchanged, provided that no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.
- (c) The pay of any employee may be decreased as a disciplinary action by the Recorder of Deeds to a lower rate or step within a salary range. The decrease shall not be greater than fifteen percent (15%) of the current salary rate. In no case shall the decrease be below the minimum of the pay range for the class. The Recorder of Deeds may determine that the pay decrease shall be effective for a specific number of bi-weekly pay periods.
- (d) Recorder of Deeds may approve a within range salary adjustment or other incentives to retain employees in positions that are difficult to fill, or because of their unique requirements. Said adjustment may only be granted once during a twenty-six (26) week period.

SECTION EIGHT. Income Sources

Any salary paid to an employee in the city service shall represent the total remuneration for the employee, excepting reimbursements for official travel and other payments specifically authorized by ordinance. No employee shall receive remuneration from the City in addition to the salary authorized in this ordinance for services rendered by the employee in the discharge of the employee's ordinary duties, of additional duties which may be imposed upon the employee, or of duties which the employee may undertake or volunteer to perform.

Whenever an employee not on an approved, paid leave works for a period less than the regularly established number of hours a day, days a week or days bi weekly, the amount paid shall be proportionate to the hours in the employee's normal work week and the bi weekly rate for the employee's position. The payment of a separate salary for actual hours worked from two or more departments, divisions or other units of the City for duties performed for each of such agencies is permissible if the total salary received from these agencies is not in excess of the maximum rate of pay for the class.

SECTION NINE. Conversion

(a) All pay schedules in Ordinance 67329 shall continue in effect until December 23, 2007, at which time the rates to be paid to employees in positions of any class for which a rate is established or changed in Section 3(a)1, of this ordinance shall become effective and be adjusted as follows:

- (1) The salary of each employee whose pay range is established in Section 3(a)(1) of this ordinance and whose class title remains unchanged or whose class title is changed to better describe his/her position, without a substantial revision in the class of position shall have their current salary increased by \$39.00 bi-weekly (\$1014.00 annually). This is a cost of living increase. This provision shall not apply to employees whose rate is deemed to be above the new maximum of the range as a result of demotion or reallocation.
- (2) The salary of each employee whose pay range is established in Section 3(a)(1) of this ordinance and whose class has been allocated to a higher pay grade in the appropriate pay schedule, as determined by the Recorder, shall have their current salary increased \$39.00 bi-weekly (1014.00 annually) This is a cost of living increase.

(a) No employee shall be reduced in salary by reason of the adoption of the new pay schedules in this ordinance.

(b) The Recorder of Deeds may establish a special conversion procedure for a class or position in the event that the Recorder of Deeds determines that a serious inequity would be created by the application of the conversion procedures established in this Section 9.

SECTION TEN. Holidays**SECTION ELEVEN. Changes to Pay Plan**

Whenever the Recorder of Deeds finds it necessary to add a new class to the Pay plan, the Recorder of Deeds shall allocate the class to an appropriate grade and schedule in this ordinance, and notify the Board of Aldermen of this action.

Whenever the Recorder of Deeds finds it necessary to change the pay schedule of an existing class within the Pay plan, the Recorder of Deeds shall allocate the class to the appropriate schedule in this ordinance, and notify the Board of Aldermen of this action.

SECTION TWELVE. PASSAGE OF ORDINANCE

The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately upon its approval by the Mayor

Approved: December 17, 2007

ORDINANCE #67805
Board Bill No. 411
Floor Substitute

An ordinance to amend Ordinance #67330, approved December 11, 2006, relating to the number and salaries of the Treasurer's Office and to enact in lieu thereof certain new sections relating to the same subject matter and containing an emergency clause.

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

SECTION ONE. Ordinance 67330, approved December 11, 2006 is hereby amended.

SECTION TWO. The following positions of the Treasurer's Office whose duties shall be those indicated by their respective titles and codes, are hereby allocated as listed below and adopted as the classification of the Treasurer's Office:

Class Title	Code	Grade
Administrative Assistant IV	1184	17M
Deputy Treasurer	1185	17M
Chief Fiscal Officer	1183	17M
Accounting Manager I	1445	15M
Investment Specialist	1182	14G
Investment Control Accountant II	1183	14G
Investment Control Accountant I	1180	13G
Account Clerk III	1159	11G
Administrative Clerk II	1162	11G
Secretary III	1133	11G
Account Clerk II	1142	10G
Secretary II	1132	10G
Cashier	1190	9G
Clerk/Secretary III	1133	9G
Administrative Clerk I	1161	9G
Clerk IV	1114	9G
Payroll Clerk	1121	9G
Secretary I	1131	8G
Account Clerk I	1193	8G
Clerk/Secretary II	1132	8G
Clerk III	1113	7G
Clerk/Secretary I	1131	6G
Clerk II	1112	6G
Clerk I	1111	5G

SECTION THREE. Pay Schedule.

(a) There is hereby adopted as the compensation schedule for all grades established in Section Two of this ordinance, the following ranges of salary, beginning with the bi-weekly pay period starting December 24, 2006.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
5	663	995
6	722	1083
7	788	1181
8	859	1287
9	935	1403
10	1019	1530
11	1112	1668
12	1212	1818
13	1340	2012

14	1542	2313
15	1773	2661
16	2040	3059
17	2346	3520
18	2697	4047
19	3103	4654
20	3569	5352
21	3854	5780
22	4162	6242
23	4494	6743

SECTION FOUR. Starting Salary

The minimum rate of pay for a position shall be paid upon original appointment to the class, unless the appointing authority finds that it is impractical to recruit employees with adequate qualifications at the minimum rate

If an advanced starting salary is necessary, the City Treasurer (hereinafter referred to as the "appointing authority") may establish a recruitment rate for a single position or all positions in a class and authorized employment at a figure above the minimum but within the regular range of salary established for the class.

SECTION FIVE. Promotion, Demotion, Reallocation and Transfer

An employee who is transferred, promoted, demoted, or whose position is reallocated after the effective date of this ordinance, shall have his or her rate of pay for the new position determined as follows:

(a) Promotion: This shall be defined as a change of an employee from a position of one class to a position of another class with a higher pay grade.

- (1) When an employee is promoted to a position in the General and Management Schedule which is only one grade higher, the employee's salary shall be set at a rate which is five percent (5%) higher than the rate received immediately prior to promotion. An appointing authority may approve up to a twenty percent (20%) salary adjustment when such action is needed to attract experienced, qualified candidates for a position. Such salary determination shall take into consideration the nature and magnitude of the accretion of duties and responsibilities resulting from the promotion. However, no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position.

(b) Demotion: This shall be defined as a change of an employee from a position of one class to a position of another class which has a lower pay grade.

- (1) If an employee is demoted for disciplinary reasons his or her rate of pay shall be established at a rate within the range for the new position to be determined by the appointing authority.
- (2) If an employee accepts a voluntary demotion, his or her rate of pay shall be reduced to a rate within the range for the new position which is five percent (5%) lower than the rate received immediately prior to demotion. However, no employee shall be paid less than the minimum nor more than the maximum rate for the new class of position.

(c) Reallocation:

- (1) The salary of an employee which is in excess of the maximum of the range prescribed by this ordinance for the class and grade to which his or her position has been allocated or may be reallocated shall not be reduced by reason of the new salary range and grade. The salary of such employee shall not be increased so long as he or she remains in the class of position, except as otherwise provided by this ordinance.
- (2) If the employee's position is reallocated to a class in a lower pay grade and the rate of pay for the previous position is within the salary range of the new position, his or her salary shall remain

unchanged.

- (3) The salary of an employee whose position is allocated to a class in a higher pay grade shall be determined in accordance with the provisions of this Section 5(a)(1) relating to salary advancement on promotion.

- (d) Transfer:

The salary rate of an employee who transfers to a different position in the same class, or from a position in one class to a position in another class in the same pay grade, shall remain unchanged, provided that no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

SECTION SIX. Salary Adjustment

Salary adjustments for all employees shall be based on considerations of merit, equity, or success in fulfilling predetermined goals and objectives as herein provided:

(a) A decrease in the salary range for poor performance of the duties of the position or for job performance which does not warrant continued pay at an advanced rate in the salary range shall be made in accordance with standards established by the appointing authority.

(b) The appointing authority may adjust the salary of an employee whose salary is established in this ordinance only at intervals as described above except in the case of:

- (1) Exceptional performance of duties:

The appointing authority of an employee who demonstrates exceptional performance of duties or outstanding qualifications may, advance the employee by not more than ten percent (10%) after twenty-six weeks of employment at the same rate in the salary range.

- (2) Substandard performance of duties:

The appointing authority of an employee whose level of performance is significantly diminished and no longer warrants payment at the current rate within the range may be decreased to a lower rate in the salary range.

(c) The pay of any employee may be decreased as a disciplinary action by an appointing authority to a lower rate or step within a salary range. The decrease shall not be greater than fifteen percent (15%) of the current salary rate. In no case shall the decrease be below the minimum of the pay range for the class. The appointing authority may determine that the pay decrease shall be effective for a specific number of bi-weekly pay periods, providing, however, that such decrease shall not be effective for more than twenty-six (26) weeks.

(d) For the purpose of computing earnings and length of service for salary advancement, the time shall start with the Sunday preceding all appointments effective on Monday. Absence from service in the armed forces, and leaves of absence for study to improve performance of City job will not interrupt continuous service. Absence from service for any other cause except as set forth above will result in breaking continuity of service.

SECTION SEVEN. Income Sources

Any salary paid to an employee in the city service shall represent the total remuneration for the employee, excepting reimbursements for official travel and other payments specifically authorized by ordinance. No employee shall receive remuneration from the City in addition to the salary authorized in this ordinance for services rendered by the employee in the discharge of the employee's ordinary duties, of additional duties which may be imposed upon the employee, or of duties which the employee may undertake or volunteer to perform.

Whenever an employee not on an approved, paid leave works for a period less than the regularly established number of hours a day, days a week or days bi weekly, the amount paid shall be proportionate to the hours in the employee's normal work week and the bi weekly rate for the employee's position. The payment of a separate salary for actual hours worked from two or more

departments, divisions or other units of the City for duties performed for each of such agencies is permissible if the total salary received from these agencies is not in excess of the maximum rate of pay for the class.

SECTION EIGHT. Conversion

(a) All pay schedules in Section 3(a) shall continue in effect until the pay period starting December 23, 2007, at which time the rates to be paid to employees in positions of any class for which a rate is established or changed in Section 3(a), of this ordinance shall become effective and be adjusted as follows:

- (1) The salary of each employee whose pay range is established in Section 3(a) of this ordinance and whose class title remains unchanged or whose class title is changed to better describe his/her position, without a substantial revision in the class of position shall have their current salary increased by \$39.00 bi-weekly (\$1,014 annually) as a cost of living adjustment.

This provision shall not apply to employees whose rate is deemed to be above the maximum of the new range as a result of demotion or reallocation. No employee shall be compensated at a rate above the maximum of the new salary range except as provided in below.

(b) No employee shall be reduced in salary by reason of the adoption of the new pay schedules in this ordinance.

(c) The Appointing Authority may establish a special conversion procedure for a class or position in the event that the Appointing Authority determines that a serious inequity would be created by the application of the conversion procedures established in this Section.

SECTION NINE. Whenever the Appointing Authority finds it necessary to add a new class or reallocate the grade of a class of position in the classification plan, the appointing authority shall allocate or reallocate the class to an appropriate grade in this ordinance, and notify the Board of Aldermen of this action.

SECTION TEN. The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately upon its approval by the Mayor.

Approved: December 17, 2007

**ORDINANCE #67806
Board Bill No. 412
Floor Substitute**

An ordinance to amend Ordinance #67331, approved December 11, 2006, relating to the position classifications and salaries of the Parking Division employees, and to enact in lieu thereof certain new sections relating to the same subject matter and containing an emergency clause.

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

SECTION ONE. Ordinance 67331, approved December 11, 2006 is hereby amended.

SECTION TWO. Position Classes.

(a) Schedule A: The following positions of the Parking Division of the Treasurer's Office whose duties shall be those indicated by their respective titles and codes, are hereby allocated as listed below and adopted as the classification of the Parking Division of the Treasurer's Office:

Class Title	Code	Grade
Parking Superintendent	T220	17M
Administrative Assistant IV	T624	17M
Director of Professional Services	T221	17M
Parking Facilities Manager		14M

Ass't Parking Facilities Manager		12M
Fleet Maintenance Supervisor	T421	15G
Personnel Manager	T515	14M
Parking System Analyst		14G
Internal Auditor	T471	14G
Parking Supervisor		13G
Program Analyst	T501	13G
Budget Compliance Officer	T461	13G
Communication Assistant	T185	13G
Parking Enforcement Supervisor	T192	12G
Accountant I		12G
Assistant Supervisor	T191	11G
Account Clerk III	T143	11G
Administrative Clerk II	T137	11G
Parking Enforcement Officer IV		10G
Parking Facilities Attendant IV		10G
Parking Enforcement Officer III	T203	10G
Assistant Parking Enforcement Supervisor	T194	10G
Parking Crew Worker III	T165	10G
Account Clerk II	T142	10G
Parking Facilities Attendant III		9G
Administrative Clerk I	T136	9G
Clerk/Secretary III	T133	9G
Parking Enforcement Officer II	T202	8G
Parking Crew Worker II		8G
Security Officer		8G
Clerk/Secretary II	T132	8G
Account Clerk I	T141	8G
Parking Facilities Attendant II		8G
Parking Crew Worker I		7G
Security Guard		6G
Parking Enforcement Officer I	T201	6G
Clerk/Secretary I	T131	6G
Parking Facilities Attendant I		6G
Parking Assistant		5G
Custodian		5G
Parking Aide		5G

(B) Schedule B: For employees of the Parking Division in the classes set forth below, and with an appointment date on or after January 1, 1995, excepting those employees eligible for reemployment under personnel rules approved by the Parking Commission, their positions will be reallocated as specified below:

Class Title	Code	Grade
Parking Superintendent	T220	15M
Administrative Assistant IV	T624	15M
Director of Professional Services	T221	15M
Parking Facilities Manager		14M
Personnel Manager	T515	14M
Fleet Maintenance Supervisor	T421	14G
Parking System Analyst		13G
Internal Auditor	T185	12G

SECTION THREE. Pay Schedule

(a) There is hereby adopted as the compensation schedule for all grades established in Section Two of this ordinance, the following ranges of salary, beginning with the bi-weekly pay period December 23, 2006.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
5	663	995
6	722	1083
7	788	1181
8	859	1287
9	935	1403
10	1019	1530
11	1112	1668
12	1212	1818
13	1340	2012
14	1542	2313
15	1773	2661
16	2040	3059
17	2346	3520
18	2697	4047
19	3103	4654
20	3569	5352
21	3854	5780
22	4162	6242
23	4494	6743

SECTION FOUR. Starting Salary

The minimum rate of pay for a position shall be paid upon original appointment to the class, unless the City Treasurer (hereinafter the "appointing authority") finds that it is impractical to recruit employees with adequate qualifications at the minimum rate.

If an advanced starting salary is necessary, the appointing authority may establish a recruitment rate for a single position or all positions in a class and authorized employment at a figure above the minimum but within the regular range of salary established for the class.

SECTION FIVE. Promotion, Demotion, Reallocation and Transfer

An employee who is transferred, promoted, demoted, or whose position is reallocated after the effective date of this ordinance, shall have his or her rate of pay for the new position determined as follows:

(a) Promotion: This shall be defined as a change of an employee from a position of one class to a position of another class with a higher pay grade.

- (1) When an employee is promoted to a position which is only one grade higher, the employee's salary shall be set at a rate which is five percent (5%) higher than the rate received immediately prior to promotion. An appointing authority may approve up to a twenty percent (20%) salary adjustment when such action is needed to attract experienced, qualified candidates for a position.

Such salary determination shall take into consideration the nature and magnitude of the accretion of duties and responsibilities resulting from the promotion. However, no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position.

(b) Demotion: This shall be defined as a change of an employee from a position of one class to a position of another class which has a lower pay grade.

- (2) If an employee accepts a voluntary demotion, his or her rate of pay shall be reduced to a rate within the range for the new position which is five percent (5%) lower than the rate received immediately prior to demotion. However, no employee shall be paid less than the minimum nor more than the maximum rate for the new class of position.

(c) Reallocation:

- (1) The salary of an employee which is in excess of the maximum of the range prescribed by this ordinance for the class and grade to which his or her position has been allocated or may be reallocated shall not be reduced by reason of the new salary range and grade. The salary of such employee shall not be increased so long as he or she remains in the class of position, except as otherwise provided by this ordinance.
- (2) If the employee's position is reallocated to a class in a lower pay grade and the rate of pay for the previous position is within the salary range of the new position, his or her salary shall remain unchanged.
- (3) The salary of an employee whose position is allocated to a class in a higher pay grade shall be determined in accordance with the provisions of this Section 5(a)(1) relating to salary advancement on promotion.

(d) Transfer: The salary rate of an employee who transfers to a different position in the same class, or from a position in one class to a position in another class in the same pay grade, regardless of pay schedule, shall remain unchanged, provided that no employee shall be paid less than the minimum rate nor more than the maximum rate for the new class of position, except as otherwise provided in this ordinance.

SECTION SIX. Salary Adjustment

(a) A decrease in the salary range for poor performance of the duties of the position or for job performance which does not warrant continued pay at an advanced rate in the salary range shall be made in accordance with standards established by the appointing authority.

- (1) Exceptional performance of duties:

The appointing authority of an employee who demonstrates exceptional performance of duties or outstanding qualifications may, advance the employee by not more than ten percent (10%) after twenty-six weeks of employment at the same rate in the salary range.

- (2) Substandard performance of duties:

The appointing authority of an employee whose level of performance is significantly diminished and no longer warrants payment at the current rate within the range may be decreased to a lower rate in the salary range.

(b) The pay of any employee may be decreased as a disciplinary action by an appointing authority to a lower rate or step within a salary range. The decrease shall not be greater than fifteen percent (15%) of the current salary rate. In no case shall the decrease be below the minimum of the pay range for the class. The appointing authority may determine that the pay decrease shall be effective for a specific number of bi-weekly pay periods, providing, however, that such decrease shall not be effective for more than twenty-six (26) weeks.

(c) For the purpose of computing earnings and length of service for salary advancement, the time shall start with the Sunday preceding all appointments effective on Monday. Absence from service in the armed forces, and leaves of absence for study to improve performance of City job will not interrupt continuous service. Absence from service for any other cause except as set forth above will result in breaking continuity of service.

SECTION SEVEN. Income Sources

Any salary paid to an employee in the city service shall represent the total remuneration for the employee, excepting reimbursements for official travel and other payments specifically authorized by ordinance. No employee shall receive remuneration from the City in addition to the salary authorized in this Ordinance for services rendered by the employee in the discharge of the employee's ordinary duties, of additional duties which may be imposed upon the employee, or of duties which the employee may undertake or volunteer to perform.

Whenever an employee not on an approved, paid leave works for a period less than the regularly established number of hours a day, days a week or days bi weekly, the amount paid shall be proportionate to the hours in the employee's normal work week

and the bi weekly rate for the employee's position. The payment of a separate salary for actual hours worked from two or more departments, divisions or other units of the City for duties performed for each of such agencies is permissible if the total salary received from these agencies is not in excess of the maximum rate of pay for the class. The Parking Division of the Treasurer's Office shall reimburse the City's General Revenue Fund from the Parking Fund \$33,000.00 annually on or about the end of each fiscal year for the Chief Fiscal Officer's services for that year.

SECTION EIGHT. Conversion

(a) All pay schedules in Section 3(a) shall continue in effect until the pay period starting December 23, 2007, after which time the rates to be paid to employees in positions of any class for which a rate is established or changed in Section 3(a) of this ordinance shall become effective and be adjusted as follows:

- (1) The salary of each employee whose pay range is established in Section 3(a) of this ordinance and whose class title remains unchanged or whose class title is changed to better describe his/her position, without a substantial revision in the class of position shall have their current salary increased by \$39.00 bi-weekly (\$1,014.00 annually) as a cost of living adjustment. This provision shall not apply to employees whose rate is deemed to be above the new maximum of the range as a result of demotion or reallocation.

(b) No employee shall be compensated at a rate above the maximum of the new salary range except as provided in below.

(c) No employee shall be reduced in salary by reason of the adoption of the new pay schedules in this ordinance. The Appointing Authority may establish a special conversion procedure for a class or position in the event that the Appointing Authority determines that a serious inequity would be created by the application of the conversion procedures established in this Section.

SECTION NINE. Whenever the Appointing Authority finds it necessary to add a new class or reallocate the grade of a class of position in the classification plan, the appointing authority shall allocate or reallocate the class to an appropriate grade in this ordinance, and notify the Board of Aldermen or Parking commission of his action.

SECTION TEN. The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately upon its approval by the Mayor.

Approved: December 17, 2007

**ORDINANCE #67807
Board Bill No. 413
Committee Substitute**

An ordinance to regulate employer and employee working relationships between the City of St. Louis and all employees under the Classified Service, including a compensation plan, terms and conditions of employment, benefits, amending Ordinance 67333, approved December 11, 2006 by repealing Sections Two (a), (b), (d), and Nine; by replacing said Sections with provisions of this ordinance; and including an emergency clause. The provisions of the sections contained in this ordinance shall be effective December 23, 2007 or with the beginning of the first pay period following approval by the Mayor, whichever is later.

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

**SECTION 1.
OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES**

The Civil Service Commission, in accordance with Section 7(b)(1) of Article XVIII of the City Charter, recommended pay schedules for all pay grades denoted in Section 1(a) of the classification plan prepared and adopted by the Department of Personnel. The official pay schedules and their corresponding salary ranges as hereby adopted in this Section 2 are as follows: (a) - General, Professional, and Management Schedule, (b) - Trades Schedule, and (c) Fire Department schedule, and (d) - Elected Official Schedule.

(a) GENERAL, PROFESSIONAL, AND MANAGEMENT PAY SCHEDULE:

The following bi-weekly pay schedule for all pay grades denoted with the suffix "G," "P," or "M" shall become effective December 23, 2007 or with the beginning of the first pay period following approval of this ordinance by the Mayor, whichever is later:

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
5	689	1014
6	747	1101
7	812	1197
8	881	1301
9	956	1414
10	1038	1539
11	1129	1674
12	1227	1821
13	1353	2012
14	1551	2307
15	1777	2648
16	2039	3038
17	2339	3490
18	2683	4007
19	3081	4602
20	3538	5286
21	3817	5706
22	4119	6159
23	4445	6650

(b) TRADES PAY SCHEDULE:

The following bi-weekly pay schedule for all pay grades denoted with the suffix "T" shall become effective December 23, 2007 or with the beginning of the first bi-weekly pay period following the approval of this ordinance by the Mayor whichever is later:

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
31	1081	1713
32	1131	1791
33	1182	1875
34	1238	1964
35	1295	2051
36	1356	2152
37	1420	2252
38	1484	2353
39	1555	2470
40	1628	2582

(d) ELECTED OFFICIAL PAY SCHEDULE:

- (1) The following bi-weekly pay schedule for each Executive pay grade, denoted by the suffix "E," is currently in effect and extends through the term of office for each elected official:

GRADE	BI-WEEKLY RATE
1E	\$3237
2E	\$4010
3E	\$4718

- (2) The following bi-weekly pay schedule for each Executive pay grade, denoted by the suffix "E," shall become effective beginning with any term of office starting in 2008:

GRADE	BI-WEEKLY RATE
1E	\$3276
2E	\$4049
3E	\$4757

- (3) The salary of an elected official shall not be increased during the term of office.

SECTION 2. CONVERSION

(a) All pay schedules in Ordinance 67333 shall continue in effect until the beginning of the pay period starting December 23, 2007 or until the beginning of the first pay period following approval of this ordinance of the Mayor, whichever is later, at which time the rates to be paid to employees in positions of any class for which a rate is established or changed in Section 2(a), 2(b), or 2(d) of Ordinance 67333 shall become effective and be adjusted as follows:

- (1) The salary of each employee whose pay range is established in Section 2(a), 2(b), or 2(d) of ordinance 67333 and whose class title remained unchanged or whose class title is changed to better describe his or her position and without a substantial revision in the class of position shall have their current salary increased by \$39.00 bi-weekly (\$1014.00 annually). This provision shall not apply to employees whose rate is deemed to be above the new maximum of the range as a result of demotion or reallocation.
- (2) The salary of each employee whose pay range is established in Section 2(a) or 2(b) of Ordinance 67333 and whose class has been allocated to a higher pay grade in the appropriate pay schedule, as determined by the Director of Personnel, shall have their current salary increased by \$39.00 bi-weekly (\$1014.00 annually).

(b) The rate of any employee whose salary is established in Section 2(c) of Ordinance 67333 shall be adjusted as provided in that section and Section 31, Article XVIII of the City Charter.

(c) No employee shall be reduced in salary by reason of the adoption of the new pay schedules in this ordinance.

(d) The salary of an employee serving in a trainee position, which remains above the new trainee rate for his/her position, shall remain unchanged.

(e) The Director of Personnel may establish a special conversion procedure for a class or position in the event that the Director determines that a serious inequity would be created by the application of the conversion procedures established in this Section 2.

(f) The Director of Personnel shall establish such procedures as needed to place this ordinance into effect and interpret its provisions.

SECTION 3. EMERGENCY CLAUSE

This ordinance being deemed necessary for the immediate preservation of the public peace, health and safety is declared to be an emergency ordinance pursuant to Article IV Section 19 and 20 of the Charter.

Approved: December 17, 2007

ORDINANCE #67808
Board Bill No. 414
Floor Substitute

An ordinance relating to the appointment of and the salaries of certain employees in the Collector of Revenue's Office pursuant to Section 82.610, Revised Statutes of Missouri, by repealing Ordinance 66397, approved December 11, 2006, (Chapter 4.44, Rev. Code, St. Louis, 1994, Anno.) and adopting ten (10) new sections and containing an emergency clause.

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

SECTION ONE. Ordinance 67328, approved December 11, 2006 (Chapter 4.44, Rev. Code, St. Louis, 1994, Anno), is hereby repealed and a new ordinance and chapter is hereby enacted, to read as follows:

SECTION TWO. Pursuant to Section 82.610, Revised Statutes of Missouri, the Collector of Revenue is hereby authorized to appoint and employ the following officers and employees with bi-weekly rates, in accordance with the following classification plan, to a grade with rates established in Section Three of this ordinance.

Title	Grade
Accounting Clerk	11G
Accounting Manager/IRS Auditor	15M
Administrative Assistant	13G
Assistant Collector	17M
Assistant Collector, Finance	18M
Cashier Manager	15M
Collections Manager	15M
Compliance Clerk	8G
Compliance Manager	15M
Compliance Officer	12G
Court Clerk	9G
Court Clerk Supervisor	13G
Custodian	6G
Data Processing Clerk	9G
Deputy Collector	20M
Human Resources Manager	16M
Mail Clerk	8G
Office Coordinator	13G
Paralegal	12G
Payroll Clerk	10G
Processing Clerk	8G
Purchasing Support Services	11G
Revenue Clerk I	8G
Revenue Clerk II	9G
Revenue Clerk III	10G
Revenue Clerk IV	11G
Revenue Clerk V	12G
Revenue Manager	15M
Senior Operations Manager	16M
Special Projects Coordinator	14G
Supervisor I	12G
Supervisor II	13G
Supervisor III	14G
Supervisor, Mail Processing	12G
Supervisor Taxpayer Services	13G
Supervisor Tax Revenue Auditors	15M
Tax Revenue Auditor	14G
Taxpayer Cashier	9G
Taxpayer Customer Service Representative	13G

Taxpayer Specialist	9G
Tax Suit Coordinator	13G
Technology/Data Processing Manager	15M
Technology/Website Coordinator	13G
TIF/CID Coordinator	13G
Training and Development Manager	15M

**SECTION THREE.
GENERAL PAY SCHEDULE**

There is hereby adopted as the compensations schedule for all pay grades which are denoted by the suffix "G" and "M" in Section Two of this ordinance, the following ranges of salary beginning with the bi-weekly pay period starting December 23, 2007.

BI-WEEKLY RANGE OF PAY IN WHOLE DOLLARS

GRADE	MINIMUM	MAXIMUM
6	758	1,136
7	826	1,239
8	901	1,350
9	981	1,471
10	1,069	1,605
11	1,166	1,749
12	1,271	1,907
13	1,406	2,111
14	1,618	2,427
15	1,860	2,792
16	2,140	3,209
17	2,461	3,691
18	2,644	3,968
19	2,908	4,365
20	3,499	5,247

SECTION FOUR. These salaries shall be paid out of fees collected, deducted and retained by the Collector of Revenue as provided by Sections 82.650 and 82.670, Revised Statutes of Missouri.

SECTION FIVE. (a) All pay schedules established in Ordinance 67333 shall continue in effect until the beginning of the bi-weekly pay period starting December 23, 2007 after which time the rates established in 3(1) shall be paid to employees in positions of any class for which a rate is established or changed in Section 3(1) of this ordinance shall become effective and be adjusted as follows:

The salary of each employee whose pay range is established in Section 3 (a)

- (1) of this ordinance and whose class title remains unchanged or whose class title is changed to better describe/his her position, without a substantial revision in the class of position shall have their current salary increased by \$39.00 bi-weekly (\$1,014.00 annually) for a cost of living increase. This provision shall not apply to employees whose rate is deemed to be above the maximum of their new salary range except as provided in paragraph (b) below.
- (2) The salary of each employee whose pay range is established in Section 3 (1) of this ordinance and whose class has been allocated to a higher pay grade in the appropriate pay schedule, shall have their current salary increased by \$39.00 bi-weekly (\$1,014.00 annually) for a cost of living increase.

SECTION SIX.

(a) An appointing authority may evaluate the performance of an employee whose salary is established in Section 3(a) of this ordinance for the purpose of a salary adjustment.

Exceptional performance of duties:

The appointing authority of an employee who demonstrates exceptional performance of duties or outstanding qualifications may, advance the employee by not more than ten percent (10%).

Substandard performance of duties:

The appointing authority of an employee whose level of performance is significantly diminished and no longer warrants payment at the current rate within the range may be decreased to a lower rate in the salary range.

The granting of any such increase or decrease in salary shall be made at the beginning of a payroll period.

(b) An appointing authority may approve a within-range salary adjustment in any whole dollar increment up to ten percent (10%) of an employee's bi-weekly base.

The pay of any employee may be decreased as a disciplinary action by an appointing authority to a lower rate or step within a salary range. The decrease shall not be greater than fifteen percent (15%) of the current salary range. In no case shall the decrease be below the minimum of the pay range for the class. The appointing authority may determine that the pay decrease shall be effective for a specific number of bi-weekly pay periods.

SECTION SEVEN. Whenever the Collector of Revenue finds it necessary to add a new class or reallocate the grade of a class of position in the classification plan, the Collector shall allocate or reallocate the class to an appropriate grade in this ordinance and notify the Board of Aldermen of his action.

SECTION EIGHT. The passage of this ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency measure and the same shall take effect and be in force immediately up its approval by the Mayor.

SECTION NINE. Ordinance 67328 and all other ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Approved: December 17, 2007

ORDINANCE #67809
Board Bill No. 415
Floor Substitute

An ordinance enacted pursuant to Section 56.540, Revised Statutes of Missouri to amend Ordinance No.67362 relating to the Office of the Circuit Attorney of the City of St. Louis, allocating the positions established by said Section 56.540, R.S.Mo. to classes with grades and a schedule setting minimum and maximum salaries for such grades by repealing Section Two and replacing said Section with provisions of this ordinance, providing that such salaries be paid bi-weekly; providing for payment of overtime wages on an hourly basis at the bi-weekly rate when such overtime is authorized as necessary by the Circuit Attorney and containing an emergency clause.

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

SECTION ONE. Ordinance No. 67362 is hereby repealed and, in lieu thereof, the following provisions are enacted.

SECTION TWO. The following positions of the Office of the Circuit Attorney of the City of St. Louis, authorized by Section 56.540, R.S.Mo., to a grade in the following Section with the rates therein established, to wit:

Title	Code	Grade
First Assistant Circuit Attorney	1601	21M
Chief Trial Assistant	1602	20M
Chief Warrant Officer	1603	20M
Chief Misdemeanor Officer	1604	20M
Special Assistant Circuit Attorney I	1605	15P
Special Assistant Circuit Attorney II	1606	17P
Attorney I	2361	15P

Attorney II	2362	17P
Attorney III	2363	18P
Attorney IV	2367	20M
Attorney Manager	2364	20M
Administrative Assistant	1622	14M
Administrative Secretary	1614	14G
Chief Clerk	1617	13G
Chief Investigator	1630	15P
Clerk I	1112	8G
Clerk II	1113	9G
Clerk III	1114	11G
Clerk IV	1115	13G
Computer Operations Manager	1361	15P
Computer Operations Supervisor	1327	13P
Computer Operator I	1323	10G
Computer Operator II	1324	11G
Computer Operator III	1325	12G
Grand Jury Stenographer	1615	12G
Investigator IA	1633	10G
Investigator I	1631	13G
Investigator II	1632	14G
Investigator III	1634	15G
Legal Secretary	1134	12G
Paralegal	2365	12G
Secretary I	1131	9G
Secretary II	1132	10G
Secretary III	1133	11G
Social Worker	6141	13G
Telephone Operator	1161	8G
Typist Clerk I	1121	8G
Typist Clerk II	1122	9G
Victim Services Counselor I	1642	13G
Victim Services Counselor II	1643	14G
Victim Services Supervisor	1644	15P

(a) OFFICIAL PAY SCHEDULE FOR CLASSIFICATION GRADES

The following is hereby adopted as the salary pay schedule for all classification grades of positions in Section One of this ordinance, beginning with the first biweekly pay period starting December 23, 2007. The following bi-weekly pay schedule for all grades shall become effective December 23, 2007 or with the beginning of the first pay period following approval of this ordinance by the Mayor, whichever is later:

GRADE	MINIMUM	MAXIMUM
5	663	995
6	722	1083
7	788	1181
8	859	1287
9	935	1403
10	1019	1530
11	1112	1668
12	1212	1818
13	1340	2012
14	1542	2313
15	1773	2661
16	2040	3059
17	2346	3520
18	2697	4047
19	3103	4654

20	3569	5352
21	3854	5780
22	4162	6242
23	4494	6743

(b) **CONVERSION:** All pay schedules in Ordinance 67362 shall continue and remain in effect until the beginning of the pay period December 23, 2007 or until the first pay period following approval of this ordinance by the Mayor, whichever is later, at which time the rates to be paid to employees in positions of any class for which a rate is established or changed in section 2(a) shall have their current salary increased by \$39.00 bi-weekly (\$1014.00 annually) for a cost of living increase.

SECTION THREE: The Circuit Attorney, in making appointment to the positions authorized by Section 56.540 R.S.Mo., shall make said appointments within the classes and grades set out in Section One of this ordinance, and to an amount of pay within a grade; provided further that the Circuit Attorney may, in her sole discretion, change the classification, grade and amount paid to a person appointed as she determines to be required. The Circuit Attorney may establish probationary rates of pay for classes of positions established in this pay ordinance. Such probationary rates shall be less than the rate paid to a regular employee.

SECTION FOUR: The salary for grades of positions shall be paid bi-weekly.

SECTION FIVE: The annual rate of employee compensation shall be twenty-six (26) times the bi-weekly scale of pay for the grade applicable to the employee's position. No employee shall be paid at a rate lower than the minimum or higher than the maximum of the salary range established for the grade to which his/her class has been allocated. Nothing in this section shall be construed as preventing the Circuit Attorney from paying less than the maximum provided in this ordinance.

SECTION SIX: Employees occupying positions allocated in Section One to a grade of 15G or lower, or to a grade of 18P or lower, may be eligible to receive, in addition to their regular salary, pay for overtime hours authorized by the Circuit Attorney. The rate of such overtime pay shall be subject to the requirements of the Fair Labor Standards Act of 1938, as applicable, and shall be allowed on the basis of hours worked and the bi-weekly rate of pay. Compensatory time may be allowed in lieu of overtime pay as provided by law. Employees occupying positions allocated to a management grade designated by the letter "M" following the grade number are ineligible to receive additional compensation for time worked over that ordinarily required.

SECTION SEVEN. 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 meanings 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: December 17, 2007