

ORDINANCE #68055
Board Bill No. 136

An ordinance relating to Forest Park; approved and recommended by the Board of Estimate and Apportionment and the Board of Public Service, approving the assignment by the St. Louis Amateur Athletic Association, a Missouri pro forma (non-profit) corporation ("Triple A"), to Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership ("Eagle"), of Triple A's right, title and interest in and to a lease of certain property in Forest Park from the City of St. Louis to Triple A, and approving and authorizing the execution and delivery of an Amended, Restated and Extended Lease Agreement of the same property between the City as lessor and Eagle, as lessee; with an emergency provision.

Whereas, Ordinance 61843, approved March 5, 1990, authorized a lease of certain land in Forest Park to Triple A as and for public golf and tennis facilities; and

Whereas, Triple A has requested the City to approve the assignment of its right, title and interest in the lease to Eagle; and

Whereas, the Board of Aldermen wishes to express, as provided herein, the consent of the City to such proposed assignment; and

Whereas, the City and Eagle have agreed on certain amendments, restatements of the lease and extension of the term thereof, which are reflected in an Amended, Restated and Extended Lease; and

Whereas, such Amended, Restated and Extended lease has been recommended by the Board of Estimate and Apportionment and the Board of Public Service and approved by the City Counselor as consistent with the provisions of Ordinance 59741 (Chapter 22.42, City Code) except as otherwise provided therein;

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

Section One. The City of St. Louis (the "City") hereby consents to the assignment of the right, title and interest of St. Louis Amateur Athletic Association, a Missouri pro forma (non profit) corporation ("Triple A") in and to that certain Lease Agreement, dated _____, 1990 by and between the City as Lessor, and Triple A as Lessee, of certain land and facilities in Forest Park (the "Leased Property") by Triple A to Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership ("Eagle"). The City hereby consents to and approves the form of an Assignment of Lease by Triple A to Eagle in substantially the form attached hereto as Exhibit A (the "Assignment").

Section Two. The City hereby approves, and the Mayor and Comptroller are hereby authorized and directed to execute and deliver on behalf of the City, an Amended, Restated and Extended Lease of the Leased Property to Eagle, in substantially the form attached hereto as Exhibit B, together with such other documents as may be approved by the City Counselor and which are not inconsistent herewith and which are incidental to and related to the transactions contemplated by the Assignment and the Amended, Restated and Extended Lease. .

Section Three. This being an ordinance necessary to the immediate preservation of the public peace and health, it is hereby declared to be an emergency ordinance as provided by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his veto.

EXHIBIT A

ASSIGNMENT OF LEASE
Triple A Golf & Tennis

This Assignment of Lease ("Assignment") is made and entered into the ___ day of _____, 2008, by and between St. Louis Amateur Athletic Association a Missouri non-profit corporation ("Assignor") and Evergreen Alliance Golf Limited, L. P., a Delaware limited partnership, ("Assignee").

Recitals

WHEREAS, Assignor and the City of St. Louis, Missouri ("Lessor") are parties to that Lease Agreement dated March 30, 1990, ("Lease"), relating to the facility known as the Triple A Golf & Tennis Club and more particularly set forth on Exhibit 1 hereto ("Triple A"). All capitalized terms herein will have the meaning as set forth in the Lease Agreement dated March 30, 1990 unless otherwise defined herein ("Lease Agreement"); and

WHEREAS, subject to Lessor's Consent, Assignor would like to convey, transfer and assign all of its right, title and interest in and to the Lease; and

WHEREAS, Assignee desires to take assignment of Assignor's right, title and interest in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor agrees to assign and Assignee agrees to take assignment of all of Assignor's right, title and interest in the Lease Agreement.
2. This Assignment is conditioned upon consent thereto by Lessor.
3. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment effective the date first set forth above.

ASSIGNOR:

St. Louis Amateur Athletic Association

By: _____

Printed: _____

Title: _____

ASSIGNEE:

Evergreen Alliance Golf Limited, L. P.,
A Delaware limited partnership

By: Premier Golf EAGL GP, L.L.C
A Delaware limited Liability Company,
Its general partner

By: _____

Printed: _____

Title: _____

EXHIBIT B

AMENDED, RESTATED AND EXTENDED LEASE AGREEMENT

This is an Amended, Restated and Extended Lease Agreement ("this Lease") by and between the CITY OF ST. LOUIS, MISSOURI ("Lessor") and Evergreen Alliance Golf Limited, L.P., a Delaware limited partnership ("Lessee"), entered into this ____ day of ____, 2008 (the "Date Hereof".)

PREMISES

1. Lessee is the Assignee of all the right, title and interest of the ST. LOUIS AMATEUR ATHLETIC ASSOCIATION, a Missouri pro forma (non profit) corporation ("Triple A"), in and to that certain Lease Agreement with the Lessor dated March 30, 1990 (the "1990 Lease") of a golf and tennis facility generally referred to as the "Triple A Club" in Lessor's Forest Park, pursuant to an Assignment of Lease dated ____, 2008 (the "Assignment of Lease"). A copy of the Assignment of Lease is attached hereto as Exhibit A, incorporated herein by this reference.

2. The parties desire to amend, restate and extend the 1990 Lease, on the terms and conditions hereinafter set forth.

PROVISIONS

1. **Leased premises.** Lessor hereby leases, lets and rents to Lessee, and Lessee hereby leases, lets, and rents from Lessor, subject to all the provisions of this Lease, the following, all collectively referred to hereinafter as the "Leased Premises":

a) that portion of Forest Park being C.B. 2022, lying within the boundaries of Clayton Road, Wells Drive, Jefferson Drive and Faulkner Drive, containing approximately 69.1 acres, as depicted on Exhibit B hereto, incorporated herein by this reference;

b) that certain 9 hole golf course located in Forest Park, St. Louis, commonly known as "the Triple A" Golf Course and sometimes referred to hereinafter as the "Golf Course";

c) that certain building located in Forest Park, St. Louis, commonly known as the Triple A Club House, and sometimes referred to hereinafter as the "Club House";

d) fourteen tennis courts, sometimes collectively referred to hereinafter as the "Tennis Courts"; and

e) all buildings, fixtures and other improvements located on or adjacent to the Golf Course and Tennis Courts and more fully described in Exhibit C hereto, incorporated herein by this reference.

There are excepted and reserved from the Leased Premises all minerals and mineral rights of every kind or nature lying below the surfaces of the Leased Premises. This Lease shall confer no rights in Lessee to the subsurfaces of the Leased Premises. In the event that Lessor, or Lessor's assignee of such mineral or other subsurface rights, desires access to such subsurface materials, such access will be conducted so that there is no disruption in Lessee's operations or quiet enjoyment of the Leased Premises.

The Leased Premises are subject to easements, rights of way, restrictions or covenants of record, if any, and shall be subject to such rights of way for sewers, pipelines, conduits and utilities as Lessor shall, from time to time, determine to be necessary.

2. **Leased Premises Accepted As Is.**

A. Lessee acknowledges it is leasing the Leased Premises in their current, "as is", condition and Lessee hereby releases Lessor from any and all claims with respect to the current condition of the Leased Premises.

B. (i) It is the City's intent to reconstruct and renovate in a good and workmanlike manner: i) the Golf Course and install a driving range consistent with the golf course plans dated April 30, 2008 from Stan Gentry Golf Services (the "Golf Course Plans") (the "Golf Course Renovation"), at a cost not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000) (the "Golf Course Budget"), and ii) the Clubhouse in a manner substantially consistent with the 50% Review Submittal Plans dated June 11, 2008 from AAIC (the "Clubhouse Plans") (the "Clubhouse Renovation"), at a cost not to exceed One Million Eight Hundred Thousand Dollars (\$1,800,000) (the "Clubhouse Budget") (the combined Golf Course Budget and Clubhouse Budget are sometimes hereinafter collectively referred to as the "Project Budget"). The parties understand the Golf Course Plans to represent a high quality renovated golf course with bent grass greens and sodded zoysia fairways, and driving range with at least (25) stalls and ground lighting, and that the Clubhouse Plans call for the Clubhouse to be substantially refurbished with working mechanical and electrical systems, to include a grill/ restaurant of approximately 1600 square feet, outside dining space, an event room of at least 2,100 square feet and a working kitchen of at least 1000 square feet, and the removal of the clay Exhibition tennis court and one asphalt tennis court. If the City determines that project costs, higher than anticipated bids, or other cause will make it impossible for the for the Golf Course Renovation and the Clubhouse Renovation to be completed within the Project Budget, the City will notify Lessee in writing (a "Budget Shortfall Notice") and the parties will endeavor to agree on changes in the Golf Course Plans and/or the Clubhouse Renovation Plans to allow mutually satisfactory Golf Course and Clubhouse renovations within the Project Budget, or appropriate adjustment to the minimum and percentage rents provided in Section 9 hereof to reflect the items that were deleted from the renovation Plans, subject to approval by the City's Board of Estimate and Apportionment. In the event an agreement is not reached within thirty days after the date of a Budget Shortfall Notice, either party shall have the right to terminate this Lease upon 60 days notice.

Lessee hereby grants to Lessor, its contractors, sub-contractors and suppliers a license to enter upon and occupy the Leased Premises for purposes of making the Golf Course Renovation and the Club House Renovation, as provided for by this Lease. Lessee agrees to execute other documents or agreements as necessary to allow the Golf Course Renovation and the Club House Renovation to be made. Lessor will require its contractors and sub-contractors to maintain Workers' Compensation insurance as required by law, and will provide Lessee with copies of insurance certificates reflecting such coverage as received by Lessor.

(ii) It is the City's intent to start construction on the Golf Course and the driving range in August of 2008 and to start construction on the Clubhouse in November of 2008. Substantial completion of the driving range is contemplated by May 31, 2009 with a projected opening of July 1, 2009. Substantial completion of the Golf Course Renovation is contemplated by August 1, 2009 with maturation continuing until the Spring of 2010, and a projected opening of the course by Memorial Day, 2010. Substantial completion of the Clubhouse Renovation is contemplated by August 1, 2009 with a projected opening of September 1, 2009. In the event that both the Golf Course Renovation and the Clubhouse Renovation are not completed by September 1, 2010, the City agrees to extend the date for the first rent payment under this Lease by the number of days between September 1, 2010 and the completion of both projects.

Lessee agrees to provide golf course construction consulting service, including consulting concerning both the golf course and driving range, to Lessor as reasonably requested by Lessor during the renovation of the Golf Course, at no cost to Lessor, as follows: Lessee will make available to the City the current Regional Manager and Regional Superintendent for Eagle Golf in the St. Louis area to consult, help monitor and inspect the golf course construction project. Notwithstanding the foregoing, the City understands and acknowledges that regardless of the extent of Lessee's consultations, monitoring or inspections of, and/or other input into the construction of the project, Lessee shall not be responsible for the construction means, methods, techniques, sequences and procedures employed by the City and its contractors.

(iii) While the Golf Course Renovation and the Club House Renovation are under construction and maturation and until they are complete, Lessee shall not be responsible for any costs of construction, taxes, or insurance at the Leased Premises. Specifically, the Lessee shall have no obligation to pay real property tax or

utility charges relative to the Leased Premises other than utilities for portions of the Leased Premises which are in use by Lessee or its customers and salaries of Lessee's personnel on the Leased Premises. After the opening of the Clubhouse Lessee will be responsible for gas and 60 % of the electric costs until completed maturation of the Golf Course, after which Section 14 hereof will be applicable.

(iv) The City will cause Lessee to be named as an additional insured to the extent of its interest on insurance policies required during the construction of the Project.

(v) The Golf Course construction will be complete for purposes of this section when the course has matured consistent with industry standards for a high quality golf course as specified by Exhibit D hereto, incorporated herein by this reference. Further, the City will provide Lessee with a physical soil analysis report dated not earlier than (10) days prior to the date of completion confirming that the infiltration rates, particle sizes & chemical makeup of the soil under the greens on the golf course conform to USGA specifications. Only at such time as in Lessee's reasonable determination, in accordance with accepted golf course industry standards, that all of the improvements of the golf course are mature enough to be considered ready for 30,000 annual rounds of play will the course be considered complete for purposes of this Lease. In the event that the City and Lessee disagree as to the condition of the Golf Course, the City has the right to hire a third party golf course architect to make the course completion determination.

(vi) Clubhouse Completion for purposes of this Lease will occur when the City has provided permitting and occupancy certificates for all of the buildings on the Leased Premises and the Club House Renovation has been completed substantially in accordance with plans and specifications.

(vii) Lessee shall at the City's request enter into and provide maturation services to the golf course on a time and material basis, pursuant to a separate agreement with the City. Lessee shall at the City's request also enter into a separate agreement with the City to provide kitchen equipment and FF&E consistent with the Project's budget.

(viii) The City will provide an "as built" set of drawings for the course as well as a final set of clubhouse plans and project books to the Lessee upon completion of the Project..

3. **Use of the Leased Premises.** The Leased Premises shall be designated by a name mutually agreed to by the City's Director of Parks, Recreation and Forestry (the "Director"), subject to any other required City approvals, and Lessee, and are to be used by Lessee for the following purposes and no other, without Lessor's prior consent, subject to the provisions of this Lease:

- a) for the operation and maintenance of a public nine-hole golf course and practice putting green or greens;
- b) for the operation and maintenance of public tennis courts, in connection with which the parties agree: i) that the City will between October 2008 and April 2009, remove one clay tennis court (in addition to the courts to be removed as part of the Clubhouse Renovation) from a bank of four courts adjacent to the existing clubhouse and renovate and improve all the other tennis courts at the Leased Premises, using funds in addition to and outside the Project Budget. All twelve tennis courts at the Leased Premises shall be designated and identified as "The Richard Hudlin Memorial Tennis Courts"; and ii) that two tennis courts, as determined by the Director and Lessee from time to time, shall be open to the public at no charge at all times while the tennis courts are open for play;
- c) for the conduct of golf and tennis tournaments;
- d) for the provision of golf and tennis lessons and sales of related merchandise by golf and tennis professionals;
- e) for maintenance of a club house facility;
- f) for sales of food and beverages;
- g) for the provision of a driving range facility;
- h) for the provision of a tennis/golf Hall of Fame facility; and
- i) for special events approved in writing by the City's Director of Parks, Recreation and Forestry (the "Director");
- j) for use by the City for special events as agreed to by the Director and Lessee, provided, that Lessee shall be indemnified to the extent permitted by law for any liability or damage claims arising from such special events.

Lessee acknowledges that the Leased Premises are and shall continue to be public facilities belonging to the City of St. Louis, which shall not be appropriated to any private use or purpose not specifically contemplated by the terms of this Lease, nor contemplated by necessary implication from the terms of this Lease.

4. **Lessee's Obligations – Operations.** Lessee shall maintain and manage the Leased Premises at all times in a manner which results in the provision of high quality golf, tennis, driving range and food/beverage operation facilities to the public,

as more fully provided in Exhibit D hereto.

5. **Quiet Enjoyment.** Subject to each and every provision of this Lease, and so long as Lessee complies with its obligations hereunder, Lessor shall secure to Lessee the quiet and peaceful enjoyment of the Leased Premises and the sole and exclusive possession of the Leased Premises, without objection or interference from Lessor or any party claiming under Lessor.

6. **Term.** The Term of this Lease shall begin as of the Date Hereof and end March 31, 2021, unless earlier terminated or extended pursuant hereto. Any provision of Section 5.e of Ordinance 59741 to the contrary notwithstanding: Lessor grants Lessee the option to extend this Lease for a period of five (5) years beginning April 1, 2021 and ending March 31, 2026. Such option will be exercised by Lessee by written notice to Lessor given during the period January 1, 2020 and May 31, 2020; and further, this lease may be extended by mutual agreement of the parties for an additional period of five (5) years, beginning April 1, 2026 and ending March 31, 2031. Such extension must be authorized by the Lessor by ordinance effective not later than July 1, 2025.

In the event this Lease is terminated prior to March 31, 2031, the City agrees to use reasonable efforts to cause any future non-City operator of the Leased Premises to honor, until such date, documented commitments made by Lessee to Triple A members prior to the Assignment of Lease.

7. **Lease Year Defined.** Each Lease Year throughout the term of this Lease shall begin on April 1 and end on the following March 31, and shall be designated by the number of the calendar year in which the Lease Year begins, for example, Lease Year 2010 shall begin on April 1, 2010, and end on March 31, 2011; provided the Lease Year in which the Date Hereof occurs shall begin on the Date Hereof and end on the following March 31. The Lease Year may be changed by written agreement of the parties. Each Lease Year will constitute a separate accounting period for the purpose of computing Rent. If this Lease is terminated prior to the end of a Lease Year, Rent for that Lease Year will be subject to proration.

8. **Capital Improvements Fund.** Lessee will set aside and deposit 1½% of gross sales in a separate account in a St. Louis bank to be used for capital repair and/or other related costs. Lessee may from time to time use amounts in such account capital repair and/or other related costs, subject to the prior written approval of the Director, which will not be unreasonably withheld or delayed. Lessee shall maintain records of this account at the Leased Premises, which records shall be available to City personnel for examination upon request.

9. Rent. a) Lessee shall pay to Lessor, as and for Rent in each of the Lease Years, an amount equal to the greater of the Percentage Rent or the Minimum Rent as follows:

Percentage Rent

Percentage Rent shall be and amount equal to the sum of the following percentages of annual Gross Revenues:

Lease Year	Golf / Carts	Range / Tennis	Food / Beverages / Merchandise
2011	10%	8%	8%
2012	10%	10%	8%
2013-2015	12%	11%	9%
2016-2017	14%	12%	10%
2018-2020	16%	12%	11%
2021-2026	18%	12%	12%
2027-2031	20%	13%	12%

Minimum Rent

Lease Year	Amount	Notes
2009	\$7	(Repair and golf course Maturation period, Club closed)
2010	\$8	(Golf course Maturation period)
2011	\$50,000	
2012	\$75,000	
2013-2017	\$125,00	
2018-2020	\$150,000	
2021-2026	\$175,000	

2027-2031 \$200,000

b) Rent hereunder is payable in arrears in quarterly installments on the last days of the months of June, September, December and March in each Lease Year, and as provided in subparagraph e) of this Paragraph.

c) A complete schedule of Lessee's initial fees and charges for use of the golf course, tennis courts, driving range, carts and food and beverages is attached hereto as Exhibit C, incorporated herein by this reference. Proposed changes in any such fees and charges shall be approved in writing by the Director in the first instance and by the City's Board of Estimate and Apportionment.

d) As used in this Section 9, Lessee's Annual Gross Revenues means all money received directly or indirectly by Lessee, as a result of the sales or rentals of goods and services on the Leased Premises, including but not limited to all annual fees from any and all classification of use, and any and all daily or other periodic fees, but shall not include:

- (1) Cash refunds or credits allowed on returns by customers;
- (2) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid by Lessee to the appropriate taxing authority, whether added to or included in the selling price;
- (3) Fees and charges for golf cart, GPS systems, or other equipment rentals, golf or tennis lessons and instruction by independent contractors who do not pay a percentage of revenue from rentals, lessons and instructions to Lessee or which do not exceed the demonstrated cost to Lessee of the provision of such rental, lesson and instruction;
- (4) Sales made by any concessionaire or licensee or Lessee, it being the intention of this lease that only Lessee's share of receipts of such concessionaires or licensee, if any, is to be included in the calculation of Lessee's annual gross revenue;
- (5) Sales or trade-ins of machinery, vehicles, trade fixtures or personal property used in connection with Lessee's operation of the Leased Premises;
- (6) Amounts reasonably attributable to meals served or provided to employees of Lessee;
- (7) Receipts from the sale of waste or scrap materials resulting from Lessee's operations.

e) Gross Revenues shall be calculated with no deduction, reduction or offset attributable to any expense of Lessee resulting from any agreement with Triple A.

f) Not later than April 30 following the end of each Lease Year, Lessee shall furnish Lessor with a report of Annual Gross Revenues as herein defined and shall pay any balance of rent due and owing for such preceding Lease Year.

10. **Payments.** All rental payments under this Lease shall be paid to the City's Comptroller to be held in a special fund for the account of the City's Department of Parks, Recreation and Forestry, to wit, the Special Park Fund established by Ordinance 51336 and referred to as the "Forest Park Fund" by Ordinance 61988.

11. **Accounting Records; Inspection; Audits.** The Lessee shall keep complete and accurate records of any and all gross revenues, earnings, receipts, fees, commissions and income whatsoever from the operation of the Leased Premises or any activity conducted thereon received directly or indirectly by the Lessee, in accordance with generally accepted accounting procedures. Such records shall specifically include, but not be limited to, duplicate cash register receipts and copies of bank statements and deposit slips. Lessee agrees to maintain these records for a period of two (2) years after the conclusion of any Lease Year and further agrees that such financial records shall be open and available to Lessor or other persons authorized by Lessor for examination at all reasonable times during business hours at Lessee's offices in Dallas, Texas and, upon notice from Lessor, shall be made available at the Director's office electronically or in paper format within five business days after such notice. In addition, the Lessee shall provide by mail quarterly gross revenue statements to Lessor's Comptroller or his designee, which gross revenue statements shall separately set out revenues from golf; tennis; food and beverages; locker rentals; and other miscellaneous revenues.

At any time within two (2) years after the conclusion of a Lease Year, Lessor, acting by and through the Comptroller, may audit or have audited Lessee's operations during such Lease Year and Lessee shall cooperate with any such audit by promptly making its records available to the auditor. If any audit is so conducted Lessor shall pay the cost of such audit, unless such audit reveals that Lessee underreported to Lessor its Annual Gross Revenues as herein defined by more than two percent (2%), in which event Lessee shall pay promptly the cost of the audit in addition to paying any deficiencies in rent resulting therefrom.

12. **Real Property Taxes.** This Lease may create a possessory interest in Lessee subject to real property taxation. Should this occur, Lessee agrees to pay such real property taxes prior to delinquency, except in the case of contests of such taxation made in good faith. Lessee will have the right to contest the validity or amount of real property taxes by means of appropriate proceedings diligently pursued at Lessee's sole expense. Lessee agrees that, upon final determination of liability, it will promptly pay the amount of taxes found owing, along with any interest, penalties or cost that may result from Lessee's contest.

13. **Other Taxes.** Lessee will pay all taxes, license fees or other governmental charges assessed or imposed on the personal property of Lessee located on the Leased Premises or upon or as a result of the business operations of Lessee conducted on the Leased Premises, including any generally applicable tax or license fee of the City of St. Louis, Missouri.

14. **Utilities.** Lessee will pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, sewers, telephone and water, used by Lessee on the Leased Premises.

15. **Maintenance, Repairs, Alterations, Additions.**

a) Lessee assumes responsibility for maintenance and repair of all buildings and other improvements on the Leased Premises and all personal property acquired under this Lease. Notwithstanding the foregoing, Lessor acknowledges that the Maintenance building, the Tennis Hall of Fame, and the First Tee building have existing code violations. Lessor shall be responsible for bringing these buildings into compliance at no cost to Lessee. Lessee will maintain the Leased Premises in good order and in clean, sanitary and safe condition at Lessee's sole expense. Lessee further agrees that it will, not later than six (6) calendar weeks prior to the first day of the second and each subsequent Lease Year, submit to the Director a maintenance plan for the Leased Premises for the following Lease Year.

b) Lessee shall be responsible at its cost, for the continuing maintenance and repair of : the Leased Premises, fixtures, planting, furniture and related equipment, irrigation, plumbing, electrical, drainage, and water flow systems. Lessee shall maintain the Golf Course and Tennis Courts as a high quality public golf course and as high quality public tennis courts and related structures, respectively, based on comparable facilities with comparable fees in the St. Louis area as more fully provided in Exhibit D hereto. The Director and an authorized representative of Lessee may add facilities to or delete facilities from Exhibit D at five year intervals during the term hereof. Any additions or material alterations in the physical properties must be approved in advance in writing by Board of Public Service pursuant to Ordinance 59741 and agreed to by Lessee. All buildings, structures, improvements, facilities and installations now present or hereafter erected by either party on the Leased Premises shall be considered to be owned by Lessor, and shall revert back to Lessor's control upon termination of this Lease at no expense to Lessor. Lessee shall be the legal owner of all personal property it has purchased for the maintenance and operation of the Leased Premises. The City, with the approval of the Lessee may make improvements to the facility which would serve to enhance revenue and/or increase use.

c) All exterior signage on the Lease Premises shall be subject to written approval of the Director and the Cultural Resources Office, which approval will not be unreasonably withheld or delayed. No living, non-storm damaged tree may be removed from the Leased Premises without the prior written approval of the Director. All trees removed shall be reported to the Monitor provided for by Section 25 hereof. Trees removed will be replaced as provided in the Lessee annual maintenance plan.

16. **Construction Work.** Any and all construction or work on the Leased Premises by Lessee shall be done in compliance with all applicable City, State and Federal Codes and pursuant to plans and specifications approved prior to the commencement of any such construction or work by Lessor's Board of Public Service and Cultural Resources Office, and subject to prior approval by or permit of any other City department or agency whose approval or permission may be required under the Saint Louis City Charter or Saint Louis City ordinance.

17. **Repairs by City.** In the event Lessee fails to make repairs or keep any part of the Leased Premises in safe and sanitary condition, Lessor reserves the right, to be exercised by the Director or his designee, to enter the property for purposes of making emergency repairs and to charge all costs of said repairs to Lessee.

18. **Sub-contractors.** Lessee shall be responsible for the performance of sub-contractors it may hire for duties on the Leased Premises. Lessor's Board of Public Service shall have the right of approval of sub-contractors, which approval shall not be unreasonably withheld or delayed.

19. **Right to Sell.** Lessee will to the extent permitted by law have the exclusive right, and duty, to sell, rent, or repair golf and tennis related supplies or equipment on the Leased Premises. Lessee will also have the right to sell food and drink on the Leased Premises, including alcoholic beverage sales through EAGL Midwest Beverage, LLC, a Delaware limited liability company qualified to business in Missouri and a wholly owned subsidiary of Lessee, subject to all necessary licensing, and to the rights of existing concession agreements and sponsors of special events. Subject to prior City approval, Lessee may assign its right hereunder to an affiliate.

20. **Employment.**

(a) Lessee acknowledges its obligation to comply with Mayor's Executive Order 28, as amended and extended, and all applicable laws or regulations, local, state or Federal, pertaining to minority and women's business opportunity. Lessee agrees to require all sub-contractors to pay prevailing wages in the St. Louis Metropolitan Area.

b) Lessee agrees that the language, intent and purpose regarding fair employment practices contained in Section 3.44.080 of the Revised Code of the City of St. Louis, 1994, apply to this Lease and agrees to comply with the terms and spirit of said Ordinance.

c) Lessee represents and warrants that it will comply with Chapter 6.20 of the City Code as applicable.

21. **Existing Relationships.** All existing written contracts for tournaments and special events shall be honored by

Lessee, and all traditional relationships with outside organizations that use the Leased Premises and are presently without a contract shall be maintained and conducted in good faith by the Lessee within the traditional bounds of those relationships. Lessee will work in good faith with organizers of professional and amateur golf and tennis tournaments that may wish to contract on an occasional basis for the use of the Leased Premises.

22. **Hours of Operation.** During the term of this Lease, Lessee shall continuously cause the Leased Premises to be operated in such manner as to maximize income consistent with permitted uses specified in Section 3 hereof consistent with Lessee's goal of making a reasonable profit from its operation under this Lease. If the Leased Premises are partially destroyed and this Lease remains in full force and effect, Lessee shall continue operations of the Leased Premises to the extent reasonably practical during the period of restoration.

23. **Contract Monitor.** The Director shall appoint an employee ("the Monitor") of the Department of Parks, Recreation and Forestry to inspect the Leased Premises for compliance with the provisions of this Lease, including but not limited to the provisions of Section 15 hereof. The Monitor shall have unlimited access to inspect the Leased Premises and facilities at any reasonable time. The Monitor shall submit a report of his inspections monthly to the Director, with copies of the report to Lessee.

24. **Insurance.**

a) Lessee shall at its sole cost, procure and maintain on file with Lessor's Comptroller at all times, policies of insurance as hereafter specified. Such policies shall name "The City of St. Louis and its officers, agents, and employees" as additional insured and be issued by insurers having a Best's Rating of not less than B12.

b) Insurance in the initial minimum amounts, below, shall be provided:

A. Worker's Compensation: Missouri statutory.

B. Comprehensive Liability (to include premises, operations, products, and completed operations and personal and bodily injury including death with employment exclusion deleted):

1. Bodily Injury	\$1,000,000	\$1,000,000
2. Property Damage	\$1,000,000	\$1,000,000
3. Umbrella Coverage	\$10,000,000	

Products completed operations shall be maintained for two (2) years after final payment.

C. Comprehensive Automobile Liability:

	Each Occurance	Aggregate
Bodily Injury and Property	\$1,000,000	\$1,000,000
Property Combined		

This insurance shall include for bodily injury and property damage.

- (i) owned automobiles
- (ii) hired automobiles
- (iii) non-owned automobiles

D. Fire Insurance: Lessee shall maintain, at Lessee's sole expense, a standard form policy of policies of fire and extended coverage insurance on the Leased Premises, and related buildings and all personal property, furnishings and equipment owned by Lessee. Lessee agrees to carry insurance on any deductible stipulated by Lessor's insurance carrier, if any. Lessee agrees to maintain insurance Coverage on, or otherwise assume financial liability for, personal Property, furnishings and equipment owned by Lessor.

E. Prior to any cancellation of any insurance policy, Lessor shall be given thirty (30) days written notice by registered mail, return receipt requested.

F. Any insurance required to be carried under this Lease may be included as part of any blanket or other policy or policies or insurance, or "self-insurance" plan approved by Lessor, consistent with the provisions of this Lease.

G. If at any time any of the insurance policies required by this Paragraph shall be or become unsatisfactory to Lessor, as to form or substance (including coverage amounts), or if a company issuing such policy shall have a Best's Rating of less than B12, Lessee shall, upon notice to that effect from the Lessor, promptly obtain a new policy, and submit the same for approval to Lessor's Comptroller, provided, however, that within ten days of receipt of notice to such effect from Lessor, Lessee may notify

Lessor that it disputes the content of such notice. In that event, such issue shall be resolved within 45 days by a panel consisting of Lessor's Comptroller or his designee, a designee of Lessee, and an insurance broker doing business in the Metropolitan Saint Louis area jointly selected by Lessor's designee and Lessee's designee within 10 days after Lessee's notice under this Paragraph.

H. From time to time, but not more frequently than once every five (5) years, the levels or nature of insurance required to be maintained by the Lessee under this Section shall be reviewed upon the written request of the City's Comptroller or the Lessee to determine whether such levels or nature of coverage is consistent with that maintained by other parties engaged in similar activities in similar locations, and the levels of required coverage shall be reasonably adjusted as agreed to by the parties.

I. Upon written notice from the City's Comptroller that the limitations on liability of the City under section 537.610 RSMo. have been increased pursuant to subsection 537.610.5 above the amounts of coverage provided by the Foundation as of the time such notice the Foundation shall within ten business days cause its liability coverage to be increased to the amount determined pursuant to subsection 537.610.5, and shall provide evidence of such increase to the Comptroller.

25. **Indemnification.** Lessee and its sureties shall indemnify, and hold harmless Lessor, and all its departments, boards, officers, agents, and employees from all suits, actions, loss, expense, or claims of any kind whatsoever, including attorneys' fees or expenses, arising out of or relating in any way to the execution, performance, or non-performance of this Lease, the Assignment and any agreement between Lessee and Triple A and its members, whether or not covered by insurance. Lessee shall, at Lessor's option, defend Lessor, at Lessee's expense, against any such claim, suit or action. This provision does not apply, however, to any such liability as may be the result of the direct and proximate negligence or willful misconduct of Lessor or Lessor's employees or agents acting within the scope of their employment or agency.

26. **Assignment – Assumption.**

a) Lessee shall not voluntarily assign, sublet, or encumber its interest in this Lease or on the Leased Premises without Lessor's prior written approval as provided by Chapter 3.94 of the City Code. Any assignment, subletting, or encumbering without Lessor's consent shall constitute a default hereunder and shall be voidable at Lessor's election. No consent to any assignment, sublease or encumbrance shall constitute a further waiver of the provisions of this paragraph.

b) Simultaneously with any assignment, sublease, or encumbrance approved by Lessor, the assignee, sublessee or second party to an encumbrance shall execute an agreement running to Lessor assuming Lessee's obligations under this Lease. Lessee shall remain fully obligated under this Lease notwithstanding any assignment or sublease or any indulgence granted by Lessor to Lessee or to any assignee or sublessee unless released in writing by Lessor.

27. **Damage and Restoration.** If any of the Golf Course, Tennis courts or the Club House or other improvements should be partially damaged or totally destroyed by fire or other casualty, Lessee will use the insurance proceeds, if any, to promptly and diligently restore the damaged or destroyed improvements to substantially the same condition as they were in immediately before such destruction, provided that restoration can be made under existing laws. To the extent insurance proceeds are not adequate to so restore, Lessor may, but need not, require the restoration to be performed with the costs in excess of insurance proceeds to be paid by Lessor. During any period in which restoration prevents Lessee from using all or a significant portion of the Leased Premises, there shall be an equitable abatement or reduction of minimum rent. If existing laws do not permit the restoration, or if insurance proceeds are insufficient and Lessor does not elect to restore, or if the parties should agree that restoration is not warranted, then either party may elect to terminate this Lease by giving 90 days notice to the other. Such termination shall release and discharge both parties hereto from any further obligations or liabilities under this Lease except for the payment of sums due and owing by Lessee to Lessor as of the termination date.

28. **Eminent Domain.** If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken by condemnation or by right of eminent domain, this Lease shall terminate on the date of such taking and all rental payments already made during the Lease Year in which the taking occurs shall be apportioned as of the date of the taking. For the purpose of this section, substantially all of the Leased Premises shall be deemed to have been taken if that portion of the Leased Premises not taken cannot be economically utilized by Lessee for those purposes permitted under Section 3 of this Lease, but if the Golf Course, Tennis Courts and Clubhouse and Driving Range are not taken, then less than substantially all of the lease premises shall be deemed to have been taken.

If there is a taking by right of eminent domain, the award shall belong to and be paid to Lessor, except that Lessee shall receive from the award the following: (a) a sum attributable to the value of Lessee's leasehold estate, including any and all improvements made by Lessee during the term of this Lease, and (b) a sum attributable to loss of good will if included in the award.

29. **Frustration of Purpose.** At any time during the term of this Lease, if the governing body of any political subdivision having competent jurisdiction over the leased premises should enact any valid zoning ordinance, law or regulation which prohibits the use of the whole or a substantial part of the Leased Premises for the purposes as provided in Section 3 of this Lease, Lessee may elect, within one hundred twenty (120) days after the effective date of such ordinance, law or regulation, to cancel this Lease and surrender possession of the Leased Premises. Any such cancellation and surrender will act to release and discharge the parties hereto from any further obligation under this Lease except for the payment of any sums due and owing by the Lessee to the Lessor as of the termination date.

30. **Lessor's Cooperation.** Lessor recognizes and acknowledges that Lessee may need the assistance and cooperation of Lessor from time to time in order to properly perform and fulfill Lessee's covenants and obligations under this Lease. Therefore,

Lessor agrees that the Director shall designate a specific officer or agent whose responsibility it shall be to work with Lessee in assuring that Lessee obtains the appropriate assistance and cooperation of Lessor, subject to the terms of this Lease and all applicable laws.

31. **Annual Report.** Lessee shall submit to the Director a written annual report describing in detail the activities and operations of Lessee on the Leased Premises in the preceding calendar year by April 30 of each year.

32. **Violations, Default, Remedies.** a) Notwithstanding the provisions of Section 5.d of Ordinance 59197 to the contrary, the following conditions will constitute a breach of this Lease and a default hereunder:

(1) If Lessee fails to pay any Rent when due or fulfill any other monetary obligation of Lessee to Lessor, including but not limited to the maintenance of insurance and the making of any payment of Rent when due under Paragraphs 8 and 9 hereof and Lessee fails to cure such monetary default within thirty (30) days after written notice from Lessor to Lessee of such monetary default.

(2) If either party fails to perform any of its other non-monetary obligations under this Lease when due or called for, and that breaching party fails to cure the default within 30 days of notice from the non-breaching party.

(3) If Lessee shall fail to satisfy any final judgment against it arising out of its operations at the Leased Premises within thirty (30) days after such judgment becomes final.

(4) The levy of any attachment or execution or the appointment of any receiver or the execution of any other process of any court which directly or indirectly substantially interfered with Lessee's operations under this Lease and which attachment, execution, receivership, or other process of such court (or the effect thereof) is not vacated, dismissed or set aside within a period of one hundred twenty (120) days.

(5) If Lessee shall be adjudged bankrupt, or a receiver be appointed for Lessee's property, or if Lessee's interest in this Lease shall pass by operation of law to any person other than Lessee and such adjudication, appointment or order is not vacated, dismissed, or set aside within one hundred twenty (120) days from its entry.

(6) If any material representation made in this Lease by Lessee to Lessor shall be found to be false.

(7) If Lessee shall make any assignment, sublease, or encumbrance of this Lease or any interest of Lessee under this Lease, without Lessor's approval pursuant to Section 26 of this Lease.

b) If any of the events identified in subparagraphs a) (2) through a) (5) of this Section should occur, such event shall constitute a default if the defaulting party fails to cure such event within sixty (60) days from the date of written notice from the non-defaulting party, provided, however, that if the nature of the non-monetary default is the result of a force majeure occurrence or is otherwise of a nature such that it cannot be fully cured within that sixty (60) day period, the party in default shall have such additional time as is reasonably necessary to cure the default so long as the party in default is proceeding diligently to complete the necessary cure after service of notice by the non-defaulting party.

c) If Lessee shall be in breach of this Lease, as provided above, this Lease and Lessee's interest and rights thereunder shall cease, terminate, and be forfeited and Lessee shall surrender the Leased Premises forthwith. In addition, if any of the conditions identified in sub-Paragraph (a) above should occur and the party in default does not cure the default, the non-defaulting party may elect to terminate this Lease immediately and seek all remedies as provided at law and equity. If Lessee is the party in default, Lessor may terminate Lessee's right to possession without termination of the Lease. If Lessor elects to continue the Lease and so informs Lessee in writing, Lessor will retain the right to recover rent and all other payments at such time as they become due under this Lease and Lessee may assign its interest in the Lease pursuant to Paragraph 26 of this Lease. Lessor may also elect to rent the Leased Premises to any other party at a rental rate and for such terms as Lessor deems practicable, and the rent so received shall be credited to the account of Lessee, less any expense of repossession and re-renting. During the unexpired remainder of the Lease term, Lessee will be liable for a deficiency that results from Lessor re-renting the Leased Premises at a lesser amount than the minimum rent called for in this Lease.

33. **Environmental Laws; Inspections.** The Lessee shall not take or omit any action which would constitute a violation of any applicable laws pertaining to health of the environment including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, as hereafter amended ("CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Hazardous and Solid Waste Amendments of 1984, as hereafter amended ("RCRA"), the Federal Water Pollution Control Act, as now or hereafter amended ("AWPCA"), and any laws of the State of Missouri or any subdivision thereof, relating to the presence of, removal, spill, release, leaking or disposal of oil, petroleum, toxic pollutants, solid waste or other hazardous substances. Notwithstanding the foregoing, Lessee shall not be liable to City for any violation of such laws not caused or committed by Lessee, its agents, employees, contractors, and invitees.

The City shall have the right to inspect any and all portions of the Leased Premises, including facilities or vehicles located thereon, at any time during normal business hours or at any time if the City has reason to believe that a violation of any federal or state law or City ordinance has occurred or is about to occur.

34. **Non-Waiver.** No failure of either party to exercise any power given under this Lease or to insist upon strict compliance with the undertakings, duties and obligations of the other party hereunder, and no custom or practice of either party at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the provisions, covenants, terms and conditions of this Agreement.

35. **Peaceable Termination.** Lessee shall peaceably and immediately give up and surrender to Lessor the Lease Premises and every party thereof at the termination of this Lease.

36. **Time of Essence.** Time is of the essence of each provision of this Lease.

37. **Integrated Agreement.** This Lease contains or refers to all of the agreements of the parties and cannot be amended or modified except by written agreement.

38. **Lessee's Acknowledgements.** Lessee acknowledges that neither expenditures of funds by Lessee, nor construction of improvements by Lessee, nor any representation by any City official or employee, shall create any valid expectancy or right in the Lessee to renewal of this lease, or obligation by Lessor to renew this Lease, and that Lessee's performance of all its undertakings in this lease, over the term thereof, is a valid factor for consideration by the City in determining whether this Lease shall be renewed.

39. **Notices and Addresses.** All notices, demands, requests or replies provided for or permitted by this Lease shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (3) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective upon delivery. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment, if to Lessor, delivery of such shall be to both the Director and to the Comptroller at the following addresses:

Director of Parks,
Recreation and Forestry
5600 Clayton Road
St. Louis, MO 63110

Comptroller of the
City of St. Louis
Room 212, City Hall
St. Louis, MO 63103

If to Lessee, delivery shall be to:

Jeffrey Raffelson
Regional Manager
The Norman K. Probst Community Golf Courses and Youth Learning Center
At Forest Park
6141 Lagoon Drive
St. Louis, MO 63112

with copy to :

Lynn Marie Mallery
Senior Vice President & General Counsel
Eagle Golf
4851 LBJ Freeway, Ste. 600
Dallas, Texas 75244

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

40. **Governing Law.** This Lease and the rights and liabilities of the parties to this Lease shall be governed by the laws of the State of Missouri. If any provision of this Lease is invalidated by judicial decision or statutory enactment, the invalidity of any such provision will not affect the validity of any other provision of this Lease.

41. **Captions.** Captions in this Lease are included for convenience only and are not to be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

42. **Nondiscrimination.** Lessee agrees that in the use of the Leased Premises or in the use of any premises, it will not exclude or discriminate against any person solely because of race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said Leased Premises.

43. **Binding Effect.** This Lease shall be binding on and inure to the benefit of the parties and their successors except as otherwise herein provided.

THE CITY OF ST. LOUIS

By: _____

By: _____

EAGLE

By: _____

**EXHIBIT A
ASSIGNMENT
ASSIGNMENT OF LEASE
Triple A Golf & Tennis**

This Assignment of Lease ("Assignment") is made and entered into the ___ day of _____, 2008, by and between St. Louis Amateur Athletic Association a Missouri non-profit corporation ("Assignor") and Evergreen Alliance Golf Limited, L. P., a Delaware limited partnership, ("Assignee").

Recitals

WHEREAS, Assignor and the City of St. Louis, Missouri ("Lessor") are parties to that Lease Agreement dated March 30, 1990, ("Lease"), relating to the facility known as the Triple A Golf & Tennis Club and more particularly set forth on Exhibit A ("Triple A"). All capitalized terms herein will have the meaning as set forth in the Lease, Agreement dated March 30, 1990 unless otherwise defined herein ("Lease Agreement"); and

WHEREAS, subject to Lessor's Consent, Assignor would like to convey, transfer and assign all of its right, title and interest in and to the Lease; and

WHEREAS, Assignee desires to take assignment of Assignor's right, title and interest in the Lease Agreement.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 4. Assignor agrees to assign and Assignee agrees to take assignment of all of Assignor's right, title and interest in the Lease Agreement.
- 5. This Assignment is conditioned upon consent thereto by Lessor.
- 6. This Assignment shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment effective the date first set forth above.

ASSIGNOR:

St. Louis Amateur Athletic Association

By: _____

Printed: _____

Title: _____

ASSIGNEE:

Evergreen Alliance Golf Limited, L. P.,
A Delaware limited partnership

By: Premier Golf EAGL GP, L.L.C
A Delaware limited Liability Company,
Its general partner

By: _____

Printed: _____

Title: _____

**EXHIBIT B
MAP**

EXHIBIT C

LIST OF BUILDINGS, FIXTURES, IMPROVEMENTS

On Lease Premises

Nine hole Course with Greens, Tees, Bunkers, with a single row irrigation system.
 Three banks of (4) clay surface tennis courts
 One Pro-Court – clay surface
 One Exhibition Court – Clay surface
 One Asphalt Court – Some lighting
 Small pavilions (2) and two sets of stands at the tennis facility
 One tennis practice hitting area /wall in the tennis complex
 One Clubhouse approximately 8,100 sq ft
 One Tennis Pro-Shop building known as the Tennis Hall of Fame
 One Golf Pro-Shop building and Cart Storage area
 One Tennis Maintenance Shed
 One Golf & Grounds Maintenance building
 Parking lot , (2) areas , upper & lower , entry drives and entry gates posts
 Short game , youth practice areas with tees , and three target greens

**EXHIBIT D
LIST OF COMPARABLE GOLF COURSES**

Spencer T. Olin Golf Course—City of Alton 18-Hole course/9-Hole learning course (Run by the Palmer Group)
 Ruth Park Golf Course—University City’s 9-Hole Municipal Facility
 Norman K. Probstain Facility, City of St. Louis, operated by EAGLE, 27 Holes across the park from Triple A.
 Creve Coeur Golf Course—Creve Coeur’s 9-Hole Municipal Facility
 Quail Creek Golf Course—St. Louis County Course—18-Hole Course, Run by a management group.

**EXHIBIT E
INITIAL FEES & CHARGES**

Fee Schedule

Annual Passes	2008	2009	2010	2011
Adult Full Pass Golf & Tennis	1,000	1,000	1,000	1,050
Adult Family Pass Golf & Tennis	1,450	1,450	1,600	1,650
Adult Full Pass Tennis Only	425	425	425	425
Adult Family Pass Tennis Only	660	660	660	660
Under 40 Tennis Annual Pass	235	235	235	235
Youth 12 to 19 Tennis & Golf		150	150	150
Youth Tennis 12 to 19 Tennis Only		100	100	100
After 2011 rates can increase at the CPI or 3 % whichever is greater or Lessee can increase rates with the approval of the Director and the Board of E & A Family as defined above is Mother, Father & Children under 19 closed				

Daily Fees Golf	2008	Closed 2009	2010	2011
9 Holes Weekday Golf	14.00		16.00	18.00
9 Holes Weekend Golf	16.00		19.00	20.00
9 Holes Sr / Jr Golf	11.00		11.50	12.00
9 Hole Cart Rental Golf	13.00		15.00	16.00

Daily Fees Tennis	2008
Weekday (Open to 3 pm)	5.00
Weekday (3 pm to Close)	10.00
Weekend (Open to 2 pm)	10.00
Weekend (2pm to Close)	5.00
Juniors M-F (Open to 3) S-S After 2 pm	1.00

After 2011 (in Golf) & 2008 (in Tennis) Rates can increase at the CPI or 3 % whichever is greater or Lessee can increase rates with the approval of the Director and the Board of E & A

Grandfathered Tri A Existing Passes	2008
Adult Full Pass Golf & Tennis *	783
Adult Family Pass Golf & Tennis *	1442
Adult Full Pass Tennis Only	425
Adult Family Full Pass Tennis Only	660
Under 40 Tennis Annual Pass	235
Corporate *	1684

Increases at 3 % or CPI whichever is greater but can't be priced more than the current year passes

Approved: July 11, 2008

ORDINANCE #68056
Board Bill No. 138

An ordinance recommended by the Board of Estimate and Apportionment pertaining to, and providing for the issuance of obligations payable under an annually renewable lease agreement, authorizing and directing the execution and delivery, in one or more series, of lease certificates of participation obligations of the City of St. Louis, Missouri (the "City"), evidencing interests in the right to receive rentals to be made by the City pursuant to an annually renewable lease agreement (the "Series 2008 Obligations") in an aggregate principal amount of not to exceed \$11,000,000 in order to refinance and refund all of the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") Kiel Site Lease Revenue Refunding Bonds, Series 1997A outstanding in the principal amount of \$6,105,000 (the "Series 1997A Bonds") and the LCRA Kiel Site Lease Revenue Refunding Bonds, Series 1997B outstanding in the principal amount of \$4,050,000 (the "Series 1997B Bonds" and together with the Series 1997A Bonds, the "Refunded Bonds"), funding a debt service reserve account and paying costs of issuance of the Series 2008 Obligations including credit enhancement fees, all for the general welfare, safety and benefit of the citizens of the City; authorizing the creation of and continuation of a lien and security interest by the Corporation in a leasehold interest in the premises leased ("Leased Premises") under a Lease Agreement between the City and the Corporation, to secure payment of the Series 2008 Obligations and/or to secure payment of obligations due to the Credit Provider (as hereafter defined), if any, authorizing and directing the officers of the Corporation to execute and deliver the Indenture of Trust, the Lease Agreement, the Official Statement, the Purchase Agreement, the Continuing Disclosure Agreement and the Escrow Agreement; authorizing the obtaining of credit enhancement, if any, for the Series 2008 Obligations from a Credit Provider (as defined below), authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials, if necessary, to execute any Credit Agreement, as defined below, or other documents related thereto; authorizing the execution of an annually renewable lease agreement between the City and the St. Louis Municipal Finance Corporation (the "Corporation"); authorizing participation of appropriate City officials in preparing the preliminary Official Statement and final Official Statement for the Series 2008 Obligations, and the acceptance of the terms of a Purchase Agreement for the Series 2008 Obligations and the taking of further actions with respect thereto; and authorizing and directing the taking of other actions, and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof with an emergency clause.

WHEREAS, the LCRA has previously authorized and issued on August 12, 1997, its Series 1997A Bonds in the original principal amount of \$7,170,000 for the purpose of refunding a portion of the LCRA's Lease Revenue Bonds, Series 1990 (Station East Redevelopment Project), and all of the LCRA's outstanding Lease Revenue Bonds, Series 1992 (Station East Redevelopment Project), pursuant to a Second Supplemental Bond Resolution supplementing a Bond Resolution dated as of December 18, 1990 (the "Original Bond Resolution"), as previously amended;

WHEREAS, the LCRA has previously authorized and issued on September 16, 1997, its Series 1997B Bonds in the original principal amount of \$6,435,000 for the purpose of refunding the outstanding amount of the LCRA's Lease Revenue Bonds, Series 1990 (Station East Redevelopment Project), pursuant to a Third Supplemental Bond Resolution dated July 22, 1997 supplementing a the Original Bond Resolution, as previously amended;

WHEREAS, following the issuance of the Series 1997A Bonds and Series 1997B Bonds, such Series 1997A Bonds and

Series 1997B Bonds were the only outstanding series of bonds under the Original Bond Resolution as amended;

WHEREAS, because of current interest rates, potential present value savings resulting from the issuance of refunding bonds at current rates, savings associated with credit enhancement changes and sizing consideration to most effectively access the municipal bond market, the City has determined that it is in the best interest of the City to provide for the execution and delivery of the Series 2008 Obligations in one or more series for the purpose of refunding the Refunded Bonds through a negotiated sale and provide for the redemption and defeasance of the Refunded Bonds; and

WHEREAS, the City and the LCRA have heretofore entered into the Master Lease pursuant to which the City has agreed to make payment to pay principal and interest on the Series 1990 Bonds and any additional bonds issued pursuant to a Bond Resolution, dated December 18, 1990, as amended and supplemented by a Supplemental Resolution dated November 24, 1992, and by a Second Supplemental Bond Resolution, dated June 24, 1997 and by a Third Supplement Bond Resolution dated July 22, 1997 (collectively, the "Series 1990 Resolution") in accordance with limitations and restrictions contained therein; and

WHEREAS, the City contemplates that the LCRA will transfer and convey to the Corporation its leasehold interest in the premises encumbered by the Master Lease and the Corporation will lease such premises back to the City for consecutive one-year terms, subject to annual appropriation by the City of rental payments ("Rentals") in amounts necessary to pay the principal component and interest component on the Series 2008 Obligations; and

WHEREAS, in connection with the issuance of Credit Enhancement, the City may be required to execute a Leasehold Deed of Trust and Security Agreement in favor of a Credit Provider; and

WHEREAS, it is necessary and desirable in connection with the delivery of the Series 2008 Obligations for the City and/or the Corporation to execute and deliver certain documents, including the Indenture of Trust, the Lease Agreement, a Leasehold Deed of Trust and Security Agreement, if necessary, a Continuing Disclosure Agreement, a Credit Agreement, the Official Statement, a Purchase Agreement and the Escrow Agreement; and that the City and the Corporation execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

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

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

"Board of Aldermen" means the Board of Aldermen of the City.

"Obligation" or "Obligations" means collectively the Series 2008 Obligations to be delivered under the Indenture.

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

"Corporation" means the St. Louis Municipal Finance Corporation.

"Cost" or "Costs" means all costs associated with the refunding of the Refunded Bonds, and all reasonable and necessary expenses of or incidental to the Project directly or indirectly payment or reimbursable by the Corporation and costs reasonable, necessary and related to the authorization, sale and issuance of Series 2008 Obligations, including but not limited to legal, organizational, marketing and other special services; financial and underwriting fees and expenses and any other fees and expenses incurred including the costs of Credit Enhancement, if any; filing and recording fees; initial fees and charge of the Trustee; expenses of feasibility studies; title insurance policies and all other reasonable, necessary and incidental expenses.

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

"Credit Enhancement" means a letter of credit, liquidity facility, a surety bond or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for or insuring the payment of all or a portion of the principal component and interest component of the Rentals payable on one or more series of Obligations as provided therein. The Credit Enhancement (i) shall be obtained from a Credit Provider that has a credit rating such that the City, in the opinion of the Underwriters, will derive an economic benefit if such Obligations are secured by the Credit Enhancement, (ii) shall be provided pursuant to the Credit Agreement providing for repayment to the Credit Provider of payments with terms and conditions approved by the Mayor and Comptroller, as evidenced by their execution thereof with the advice as to form of the City Counselor and attested by the Register and (iii) shall be obtained at a fee, payable in a lump sum or periodically, which shall provide an economic benefit to the City.

"Credit Provider" means the issuer or issuers of any Credit Enhancement, if any, pursuant to the Credit Agreement and identified in the Indenture.

"Escrow Agreement" means the Escrow Agreement among the City, the Corporation and the escrow agent provided therein.

"Indenture" means the Indenture of Trust (the "Indenture") by and between the Corporation and the Trustee, pursuant to which the Series 2008 Obligations shall be issued and the Corporation has pledged and assigned the rents, revenues and receipts

received pursuant to the Lease Agreement to the Trustee for the benefit of and security of the holders of the Series 2008 Obligations upon the terms and conditions as set forth therein.

“LCRA” means the Land Clearance for Redevelopment Authority of St. Louis, a body corporate and politic of the State of Missouri.

“Lease Agreement” means the Lease Agreement by and between the City and the Corporation, pursuant to which the City will lease the Leased Premises, together with any improvements thereon, from the Corporation and agree to pay Rentals subject to annual appropriation, sufficient to pay the principal component and interest component of Rentals due on the Series 2008 Obligations each fiscal year of the City and any other amounts due under the Lease Agreement.

“Master Lease Agreement” means the Amended and Restated Master Lease between the LCRA and the City, dated as of November 2, 1992, pursuant to which the City has conveyed a leasehold interest in the Master Lease Premises (defined therein) to the LCRA and the City has agreed to make certain payments, subject to annual appropriation, equal to the principal and interest due on the Refunded Bonds during each fiscal year of the City.

“Official Statement” means the preliminary or final Official Statement or Official Statements prepared in connection with the issuance, sale and delivery of the Series 2008 Obligations.

“Purchase Agreement” means the Purchase Agreement related to the delivery and sale of the Series 2008 Obligations.

“Project” means the refunding of the Refunded Bonds.

“Refunded Bonds” means the outstanding Series 1997A Bonds and Series 1997B Bonds to be refunded with proceeds of the Series 2008 Obligations.

“Rentals” means the Rentals as defined under the Indenture.

“Series 1990 Bonds” means the Land Clearance for Redevelopment Authority of St. Louis Lease Revenue Bonds, Series 1990 (Station East Redevelopment Project).

“Series 1992 Bonds” means the Land Clearance for Redevelopment Authority of St. Louis Lease Revenue Bonds, Series 1992 (Station East Redevelopment Project).

“Series 1997A Bonds” means all or a portion of the outstanding Land Clearance for Redevelopment Authority Kiel Site Lease Revenue Refunding Bonds Series 1997A (Series 1997) issued in the original principal amount of \$7,170,000.

“Series 1997B Bonds” means all or a portion of the outstanding Land Clearance for Redevelopment Authority Kiel Site Lease Revenue Refunding Bonds Series 1997B (Series 1997) issued in the original principal amount of \$6,435,000.

“Series 2008 Obligations” means the Series 2008 Obligations authorized pursuant to the Indenture.

“Treasurer” means the Treasurer of the City.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines as follows:

- (a) It is in the best interest of the City to authorize and direct the execution and delivery of the Series 2008 Obligations (i) to refund all or a portion of the Refunded Bonds, (ii) to fund a debt service reserve fund, if necessary, and (iii) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2008 Obligations, pursuant to the Indenture and in accordance with the Lease Agreement and the Purchase Agreement.
- (b) The delivery of the Series 2008 Obligations, and the sale and delivery thereof through a negotiated sale of the Series 2008 Obligations, to refund the Refunded Bonds is necessary and desirable for the City and is for the use and benefit of the City.
- (c) In connection with the refunding of the Refunded Bonds and to achieve interest cost savings resulting from the refunding of the Refunded Bonds, it is necessary to enter into an Indenture and Lease Agreement.
- (d) The City shall have the beneficial possession and use of the Leased Premises, and so long as an Event of Default (as such term is defined in the Indenture and the Lease Agreement) shall not have occurred and there shall have been no failure to appropriate funds to pay the Rentals, the City will have the beneficial possession and use of the Leased Premises while the Series 2008 Obligations remain outstanding. Upon provision for payment of the Series 2008 Obligations, the City will obtain from the Corporation conveyance of its leasehold interest in the Leased Premises without demand or further action on its part as provided in the Lease Agreement.
- (e) The City will make the payment of Rentals provided for in the Lease Agreement, subject to annual appropriation.

Section 3. Authority and Direction to Issue the Series 2008 Obligations. The City hereby authorizes and directs the execution and delivery of Refunding Lease Certificates of Participation (Kiel Site Lease, City of St. Louis, Missouri, Lessee) Series 2008, in an aggregate principal amount not to exceed \$11,000,000 (the "Series 2008 Obligations") on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2008 Obligations (i) shall have a final maturity not later than December 31, 2022, (ii) shall bear interest at such variable interest rate or fixed interest rate as the City reasonably expects will achieve an economic benefit to the City, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The Series 2008 Obligations may be issued as current interest or capital appreciation obligations. The terms and provisions of the Series 2008 Obligations shall be as provided in the Indenture.

Section 4. Limited Obligations. The Series 2008 Obligations and the interest thereon shall be limited obligations payable by the Corporation solely from (i) the Rentals received by the Corporation from the City or received by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Series 2008 Obligations pursuant to the Lease Agreement and any amounts payable by any Credit Provider in connection with any Credit Enhancement on the Series 2008 Obligations. The taxing power of the City is not pledged to the payment of the Series 2008 Obligations either as to principal component or interest component of Rentals under the Lease Agreement. The Series 2008 Obligations and the interest component thereon shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and other amounts under the Lease Agreement is subject to annual appropriation as provided therein. The obligation of the City to make such payments under the Lease Agreement or the Series 2008 Obligations shall not constitute a debt of the City. The issuance of the Series 2008 Obligations will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. Notwithstanding anything herein to the contrary, the Series 2008 Obligations shall be issued in a form provided in the Indenture and under such terms as shall ensure and maintain the security and tax-exempt status of the Series 2008 Obligations.

Section 5. Authority and Direction to Sell the Series 2008 Obligations in a Negotiated Sale. In connection with the delivery of the Series 2008 Obligations, the City is hereby authorized and the City directs the Corporation to cooperate and participate in negotiating the sale thereof with the underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to participate in preparing, at the request of the underwriters, the preliminary Official Statement and the final Official Statement, to execute and deliver the final Official Statement and to execute and deliver the Purchase Agreement, in connection with such negotiated sale of the Series 2008 Obligations.

Section 6. Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for the Series 2008 Obligations from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the financial advisor, will achieve an economic benefit for the City if the Series 2008 Obligations are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals on a parity basis to payment of (i) debt service on the Series 2008 Obligations and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any agreement for Credit Enhancement with the Credit Provider, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such agreement for Credit Enhancement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 7. Authority and Direction to Execute and Deliver Corporation Documents. In connection with the issuance of the Series 2008 Obligations, the City hereby authorizes and directs the Corporation, to approve the terms of and to execute, seal, attest and deliver an agreement with LCRA accepting assignment of a leasehold interest in the Leased Premises; the Indenture, the Lease Agreement, a Leasehold Deed of Trust and Security Agreement, if necessary, the Purchase Agreement, the Credit Agreement and the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2008 Obligations and to carry out and comply with the intent of this Ordinance (collectively the "Corporation Documents") in such form as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The Corporation is hereby authorized to create or continue a lien and security interest in its rights, title and leasehold interest in any real and personal property related to the Leased Premises to secure payment of the Series 2008 Obligations and/or to secure obligations due to any Credit Provider under any Credit Agreement.

Section 8. Authorization and Direction to Execute and Deliver City Documents. The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of and as the act and deed of the City, the Lease Agreement, the Purchase Agreement, a Continuing Disclosure Agreement, the Credit Agreement, the Escrow Agreement, and the Leasehold Deed of Trust, if necessary, and such other documents, certificates and instruments as may be necessary or desirable to facilitate the issuance of the Series 2008 Obligations and to carry out and comply with the intent of this Ordinance (collectively the "City Documents") in such form as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof. The Lease Agreement shall be for a lease term to terminate no later than the final maturity of the Series 2008 Obligations, subject to annual appropriation of Rentals equal to the principal component and interest component of the Series 2008 Obligations and certain additional rentals due under such lease. The Lease Agreement shall further provide the City with an option to purchase the Corporation's interest in the Leased Premises upon the defeasance, or adequate provision therefor, of the Series 2008 Obligations then outstanding. The Lease Agreement shall contain such other terms and provisions as shall adequately secure and protect the payment of principal component and interest component of Rentals due on the Series 2008 Obligations.

Section 9. Authorization with Respect to Sale of the Series 2008 Obligations. The preparation of a preliminary Official

Statement and a final Official Statement, the execution and delivery of the final Official Statement by the City, and the execution and delivery of a Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents and employees of the City are hereby authorized and directed to, take such further actions, and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents and employees of the City, with the advice and concurrence of the City Counselor, are hereby authorized and directed to participate with the Corporation and the Underwriters in the preparation of the preliminary Official Statement and final Official Statement, and to execute and deliver the final Official Statement and such continuing disclosure agreements as are necessary and desirable in order to assist the underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. Further Authority. The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only) the Register and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Series 2008 Obligations, Lease Agreement, any Credit Agreement and the Escrow Agreement.

Section 11. Severability. It is hereby declared to be the intent of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 12. Emergency. This Ordinance being necessary for the preservation of the public health moral safety and welfare is hereby declared to be an emergency ordinance under Article IV, Section 20 of the City Charter, and it shall take effect and be in full force immediately upon its approval by the Mayor.

Clerk, Board of Aldermen

President, Board of Aldermen

Approved: Date: _____

Mayor

Approved: July 11, 2008

ORDINANCE #68057
Board Bill No. 158

An Ordinance pertaining to the executive secretary position for the St. Louis Board of Aldermen; repealing Section Two of Ordinance 60237, which is presently codified as Section 3.06.245; and enacting in lieu thereof a new section relating to the same subject; containing an emergency clause and a severability clause.

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

SECTION ONE. Section One of Ordinance 60237 of the Revised Code of the City of St. Louis, codified as 3.06.245, is hereby repealed.

SECTION TWO. Enacted in lieu is the following provision:

3.06.245 Executive Secretary--Duties.

The Executive Secretary to the Board of Aldermen shall primarily be assigned to serve as Confidential Secretary to the Vice-President of the Board of Aldermen, Majority Floor Leader, Minority Floor Leader, Assistant Majority Floor Leader, the Clerk of the Board of Aldermen and shall perform such other and additional duties under the direction of the Clerk as deemed necessary and appropriate.

SECTION THREE. Severability Clause. The sections, subsections and clauses of this ordinance shall be severable. In the event that any section, subsection or clause of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections, subsection, or clauses 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 of Alderman would have enacted the valid section without the void ones, or unless the court finds that the valid sections standing alone are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION FOUR. Emergency Clause.

This being an ordinance necessary for the preservation of the public peace, health and safety, it is hereby declared to be

an emergency ordinance under Article IV, Sections 19 and 20 of the Charter of the City of St. Louis, and it shall take effect and be in full force immediately upon its passage and approval by the Mayor or its adoption over his veto.

Approved: July 11, 2008

**ORDINANCE #68058
Board Bill No. 159**

An ordinance pertaining to the Leasehold Revenue Bonds, Series 2005 authorized by Ordinance 66648 and Leasehold Revenue Bonds, Series 2008 authorized by Ordinance 67974 recommended by the Board of Estimate and Apportionment, appropriating an amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000), from interest earnings in the Leasehold Revenue Bonds, Series 2005 bond fund account to be used for convention center capital improvement projects; and Twenty-Four Million Two Hundred Ten Thousand Dollars, (\$24,210,000) from Leasehold Revenue Bonds, Series 2008 project bond funds for City Wide Capital Improvement Projects; and authorizing the Comptroller to draw warrants from time to time upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City; and containing an emergency clause.

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

SECTION ONE. There is hereby appropriated from interest earnings in the Leasehold Revenue Bonds, Series 2005 bond funds account an amount not to exceed Two Million Four Hundred Thousand Dollars (\$2,400,000) to be used for convention center capital improvement projects as detailed in Exhibit A;

SECTION TWO. There is hereby appropriated from Leasehold Revenue Bonds, Series 2008 project bond funds Twenty-Four Million Two Hundred Ten Thousand Dollars, (\$24,210,000) for City Wide Capital Improvement Projects as detailed in Exhibit B;

SECTION THREE. The Comptroller of the City is hereby authorized to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller of the City and, as necessary, the Comptroller or Treasurer are hereby authorized to make such applications or certifications and provide such data to the Trustee of the Leasehold Revenue Bonds, Series 2005 authorized under Ordinance 66648 and the Trustee of the Leasehold Revenue Bond Series 2008 authorized under Ordinance 67974 and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

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

EXHIBIT A

<u>Leasehold Revenue Bonds Series 2005 Convention Center Projects Allocations</u>	<u>Amount</u>
Convention Center Projects	
CCC Facelift	\$ 25,279
CCC Chillers Project Completion	760,000
CCC Radio Systems	1,100,000
CCC Fire Alarm System	369,233
CCC Project Administration	10,000
CCC Project Contingency	135,488
Total	<u>\$ 2,400,000</u>

EXHIBIT B

<u>Leasehold Revenue Bond Series 2008 City Wide Capital Improvement Projects Allocations</u>	<u>Amount</u>
Bridge Match Funds	
Grand Ave. viaduct replacement over Mill Creek Valley	\$1,000,000
North Tucker Bridge	250,000
Kingshighway Bridge @ Shaw	250,000
Bridge Maintenance Program (TIP)	250,000
Bridge Repairs	250,000
Compton Bridge	400,000
M.L. King Reconstruction	<u>225,000</u>
	2,625,000
CMAQ	
West Florissant	260,000

Vandeventer	150,000	
Halls Ferry Circle	<u>140,000</u>	550,000
Other City Capital Projects		
1520 Market - Roof and Building Improvements	10,000,000	
1520 Market - Data and communications wiring	500,000	
Underground Storage Tanks (UST)	50,000	
City Hall Electric/HVAC	600,000	
City Hall Exterior Repairs	250,000	
City Buildings Capital Repair	720,000	
MSI Window Replacement	300,000	
Juvenile Detention Center - HVAC/Plumbing/Electric/Remediation	4,500,000	
Street Dept. Boiler/Electric	125,000	
Medical Examiner HVAC	60,000	
Refuse Division	50,000	
Soldiers' Memorial Capital Repairs	300,000	
Municipal Garage - maintenance/tuckpointing	800,000	
Convention Center	1,150,000	
Gateway Transportation Center	550,000	
Soulard Market - mechanical/electrical	200,000	
Various Park Electrical Upgrades	130,000	
Forestry Division Building Roof (1415 N. 13th)	<u>750,000</u>	
		<u>21,035,000</u>
Total Capital Improvement Projects Allocations		<u>\$24,210,000</u>

Approved: July 11, 2008

ORDINANCE #68059
Board Bill No. 8

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the easternmost 239.47 feet of the 15 foot wide east/west alley in City Block 1056 as bounded by Washington, Channing, Locust and Theresa 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 strip of land being an alley, 15 feet wide, in Block 1056, of the City of St. Louis; said strip being more particularly described as follows:

Commencing at the point of intersection of the eastern line of Theresa Avenue, 60 feet wide, with the northern line of Locust Street, 60 feet wide; thence north 15 degrees 13 minutes 06 seconds east 134.90 feet, along the eastern line of said Theresa Avenue, to the southern line of an alley, 15 feet wide, in said block to a point; thence south 75 degrees 04 minutes 27 seconds east 161.00 feet, along the southern line of said alley, to the point of beginning of the strip herein described; thence north 15 degrees 13 minutes 06 seconds east 15.00 feet, to the northern line of said alley, to a point; thence south 75 degrees 04 minutes 27 seconds east 239.47 feet, along the northern line of said alley, to the western line of Channing Avenue, 60 feet wide, to a point; thence south 15 degrees 11 minutes 35 seconds west 15.00 feet, along the western line of said Channing Avenue, to the southern line of said alley, to a point; thence north 75 degrees 04 minutes 27 seconds west 239.48 feet, along the southern line of said alley, to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: St. Louis University will use vacated area to consolidate property.

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 effected 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. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: July 17, 2008

**ORDINANCE #68060
Board Bill No. 19**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in Josephine Baker Blvd. from Locust to Washington 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 parcel of ground in City Blocks 1043 and 1056, in the City of St. Louis, Missouri, described as follows:

Beginning at the point of intersection of the southern right-of-way line of Washington Avenue, 80 feet wide with the western right-of-way line for Josephine Baker Boulevard, 60 feet wide; thence south 74 degrees 48 minutes 25 seconds east 60.00 feet to the point of intersection of the eastern right-of-way line for Josephine Baker Boulevard and the southern right-of-way line of Washington Avenue; thence south 15 degrees 11 minutes 35 seconds west 274.58 feet, along the eastern right-of-way line of Josephine Baker Boulevard to the point of intersection of the northern right-of-way line of Locust Street, 60 feet wide; thence north 74 degrees 48 minutes 25 seconds west 60.00 feet to the point of intersection western right-of-way line of Josephine Baker Boulevard, with the northern right-of-way line of Locust Street; Thence north 15 degrees 11 minutes 35 seconds east 274.58 feet, along the western right-of-way line of Josephine Baker Boulevard, to the point of beginning and containing 16,475 square feet more or less, as prepared by Pitzman Company of surveyors and engineers.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: St. Louis University will use vacated area to extend parking facility. The Water Division has 12” and 36” water mains with appurtenances in Josephine Baker Blvd. in the area of the proposed vacation. The Water Division will require easements allowing for uninhibited access to the mains by the Water Division for the purposes of maintenance and repair. No construction of any kind can occur on or over this easement without the prior review and approval by the Water Commissioner.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, 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 street 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: July 17, 2008

**ORDINANCE #68061
Board Bill No. 120**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate Cook Avenue as “Haller “Ed” Nutt Way.”

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, Webster Street shall hereafter be honorarily designated as “Haller “Ed” Nutt Way.” The Director of Streets shall erect an honorary street-name sign at the intersection of Cook Avenue and North Grand Boulevard on the northeast corner, which sign shall read “Haller “Ed” Nutt Way”

Approved: July 17, 2008

ORDINANCE #68062
Board Bill No. 130

An Ordinance pertaining to the Transportation Sales Tax imposed pursuant to Senate Bill 432 as adopted and approved by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168; creating the "City Public Transit Sales Tax Trust Fund" directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the "City Public Transit Sales Tax Trust Fund" appropriating **TEN MILLION, FIVE HUNDRED, FIFTY THOUSAND, THREE HUNDRED DOLLARS (\$10,550,300)** from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2008 through, June 30, 2009; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the "City Public Transit Sales Tax Trust Fund" during the period of July 1, 2008 through June 30, 2009; containing a severability clause.

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

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

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

SECTION TWO. There is hereby appropriated out of the "City Public Transit Sales Tax Trust Fund," subject to the conditions herein contained in Sections Four and Five, the amount of **TEN MILLION, FIVE HUNDRED, FIFTY THOUSAND, THREE HUNDRED DOLLARS (\$10,550,300)**, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the "City Public Transit Sales Tax Trust Fund," as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Senate Bill 432 as approved and adopted by the voters of the City of St. Louis on August 2, 1994, pursuant to Ordinance 63168 are received from the Director of Revenue of the State of Missouri and are deposited in the "City Public Transit Sales Tax Trust Fund" as provided herein from July 1, 2008 through June 30, 2009.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the "City Public Transit Sales Tax Trust Fund" during the period from July 1, 2008 through June 30, 2009.

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

Approved: July 17, 2008

ORDINANCE #68063
Board Bill No. 131

An ordinance appropriating the sum of **TWENTY MILLION, FIVE HUNDRED, FORTY-FIVE THOUSAND DOLLARS (\$20,545,000)**, as described and defined in Section 94.600 through 94.655, R.S. Mo. Supp. 1986 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency for transportation purposes; and further providing that the appropriation is conditional upon the Bi-State Development Agency supplying the Board of Estimate and Apportionment an annual evaluation report; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amount of proceeds deposited in the "Transportation Trust Fund" during the period from July 1, 2008 through June 30, 2009; providing for the appropriation to be reduced if certain funds are used for other than public transit purposes; further providing that the appropriation is conditional upon Bi-State requiring the payment of prevailing wages and benefits to employees of outside service contractors; and containing a severability clause.

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

SECTION ONE. There is hereby appropriated from the unappropriated balance of the "Transportation Trust Fund," subject to the conditions herein contained in sections three (3) and four (4), the sum of **TWENTY MILLION, FIVE HUNDRED,**

FORTY-FIVE THOUSAND DOLLARS (\$20,545,000), as described and defined in Section 94.600 through 94.655, R.S. Mo. Supp. 1986 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency to be used exclusively and without diversion in any way for public transit purposes pursuant to section 94.600 R.S. Mo. Supp. 1986.

SECTION TWO. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein, on the "Transportation Trust Fund" as the proceeds of the one-half percent (1/2%) sales tax authorized by Ordinance No. 56554, approved June 29, 1973, are received from the Director of Revenue of the State of Missouri and are deposited in the "Transportation Trust Fund" as provided by Ordinance No. 56584, approved October 9, 1973, until the total amount appropriated herein has been paid or until the 30th day of June, 2009, whichever event occurs first. This authorization is made subject to and conditional upon the Bi-State Development Agency submitting to the Board of Estimate and Apportionment an annual evaluation report describing services provided and the cost thereof including cost justification for overhead rates and other management fees. The receipt of any funds appropriated hereunder shall constitute consideration for the Bi-State Development Agency's obligating itself to furnish the evaluation reports as required herein.

SECTION THREE. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of the proceeds received from the Director of Revenue of the State of Missouri and deposited in the "Transportation Trust Fund" during the period from July 1, 2008 through June 30, 2009.

SECTION FOUR. (a) The Bi-State Development Agency ("Bi-State") shall include in all its requests for competitive bids for outside service work the requirement that the bidder pay prevailing wages and benefits to its employees in performing such contractual work.

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

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

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

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

Approved: July 17, 2008

ORDINANCE #68064
Board Bill No. 21

An ordinance approving a blighting study and redevelopment plan dated March 25, 2008 for the 4512-14 Manchester Avenue Redevelopment Area ("Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain or otherwise; finding that none of the property within the Area is occupied, but if it should become occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there

shall be available up to ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area; and

WHEREAS, this board has considered the "Blighting Study and Redevelopment Plan for the 4512-14 Manchester Avenue Area" dated March 25, 2008, consisting of a Title Page; a Table of Contents Page, sixteen numbered pages and Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 4512-14 Manchester Avenue Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated , 2008 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

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

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

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

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

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

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant

to this paragraph, minority and women subcontractors and material supplier participation in the construction Pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and

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

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

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

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

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

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

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

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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

EXHIBIT "A"

4512-14 MANCHESTER AVENUE REDEVELOPMENT AREA
LEGAL DESCRIPTION

Parcel 1 CB 5047 MANCHESTER
50 FT X 120 FT 6 IN
GIBSON HTS ADDN
BLOCK 6
LOT 4-5

5047-00-00200
4512-14 Manchester Avenue

ATTACHMENT "B"
Form: 03/10/08

BLIGHTING STUDY AND PLAN
FOR THE
4512-14 MANCHESTER AVENUE AREA
PROJECT #1312
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
March 25, 2008

MAYOR
FRANCIS G. SLAY

BLIGHTING STUDY AND PLAN FOR
4512-14 MANCHESTER AVENUE REDEVELOPMENT AREA

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EXHIBITS

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

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 4512-14 Manchester Ave. Redevelopment Area ("Area") encompasses approximately 0.14 acres in the Forest Park South East neighborhood of the City of St. Louis ("City") and is located on the south side of Manchester Ave. with S. Taylor Ave. to the east and S. Kingshighway Blvd. to the west

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 5047. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" Blighting Report.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.1% unemployment rate for the City as of December, 2008. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied mixed use building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for commercial purposes

Residential density for the surrounding neighborhoods is approximately 8.99 persons per acre.

5. CURRENT ZONING

The Area is currently zoned "G" Local Commercial and Office District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

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

These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri 2000, as amended (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED REDEVELOPMENT AND REGULATIONS

1. REDEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

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

3. PROPOSED ZONING

The zoning for the Area can remain "G" Local Commercial and Office 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 redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 50 to 60 new permanent full time jobs should be created if the Area is redeveloped in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed redevelopment.

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Urban Design Regulations

Rehabilitation shall respect the original exterior 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, materials, set back, profile and site layout.

c. Landscaping

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

d. Fencing

New fencing behind the building line and not facing a street may be ornamental metal, chain link or a good quality, privacy fence provided it is not wood stockade style. In no case shall the fencing have razor or brushed wire on top if it is visible from any street. In residential or commercial zoning districts and fencing across from residential uses in any zoning district new fencing in front yards or along streets shall be limited to ornamental metal with black matte finish or good quality privacy fencing provided it is not wood stockade style.

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

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

the ground floor façade area.

Projecting signs shall be governed by the City Code, but may not obstruct an architectural building element.

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

(2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

None the property within the Area is currently occupied. If it should become occupied, all eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

In lieu of the ten (10) year abatement outlined above, redeveloper(s) which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include taxes collected for any Special Business District Neighborhood Improvement District, Commercial Improvement District, or other similar local taxing districts 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 the property in the Area, taxes on that property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which the corporation shall have acquired title to that property. In addition to such taxes, any the 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 the property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for up to the first ten (10) years of the lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which that 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 twenty five (25) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use the property as provided in this Plan and in any 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

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

A Redeveloper(s) shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for 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 an Agreement between the LCRA and a Redeveloper(s), which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

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

H. **MODIFICATIONS OF THIS PLAN**

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

This Plan may be otherwise modified (e.g. urban design regulations, redevelopment schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

I. **DURATION OF REGULATION AND CONTROLS**

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

J. **EXHIBITS**

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

K. **SEVERABILITY**

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

EXHIBIT "A"

4512-14 MANCHESTER AVENUE REDEVELOPMENT AREA LEGAL DESCRIPTION

Parcel 1 CB 5047 MANCHESTER
50 FT X 120 FT 6 IN
GIBSON HTS ADDN
BLOCK 6
LOT 4-5

5047-00-00200
4512-14 Manchester Avenue

See attached Exhibits B, C & D

EXHIBIT "E" FORM: 03/10/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

The Redeveloper(s) shall fully comply with Executive Order #28 dated July 24, 1997 (as may be extended) relating to minority and

women-owned business participation in City contracts.

The Redeveloper(s) agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, 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(s) shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

EXHIBIT "F"

Blighting Report for the 4512-14 Manchester Avenue Redevelopment Area

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

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

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

Subject Property is: _____ X _____ secured _____ unsecured

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

The subject property _____ has _____ X _____ has not insanitary or unsafe conditions
If answer is yes, explain: _____

The subject property _____ has _____ X _____ has not deterioration of site conditions
If answer is yes, explain: The property is boarded up and has had complaints to CSB reported since 1996

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

The subject property _____ X _____ has _____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The unoccupied property could be vandalized or used by vagrants, in which fire is a strong possibility.

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

The subject property _____ X _____ does _____ does not constitute an economic liability
If answer is yes, explain: In its current condition, none of the units could be leased or rented

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

The subject property _____ X _____ is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: In 2006, CSB received notice that part of the building had collapsed. It is still unsafe.

The subject property _____ X _____ is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: Although it is currently boarded up, deterioration to the structure is still possible.

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

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

The subject property _____ is _____ X _____ is not detrimental because of overcrowding of buildings, overcrowding

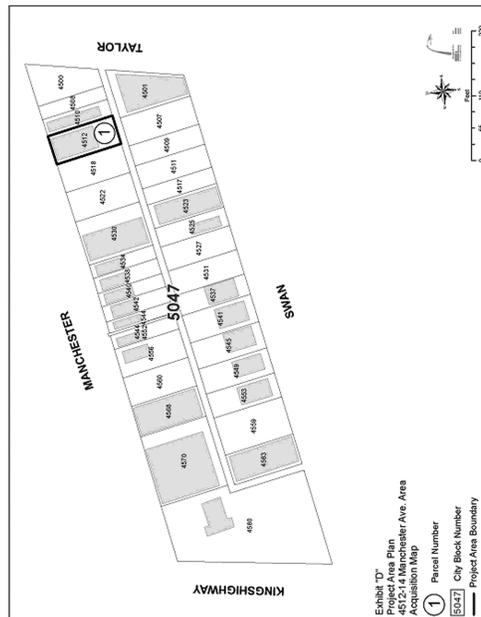
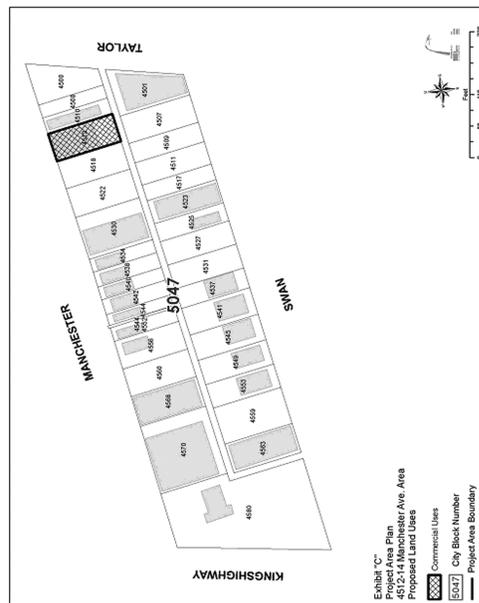
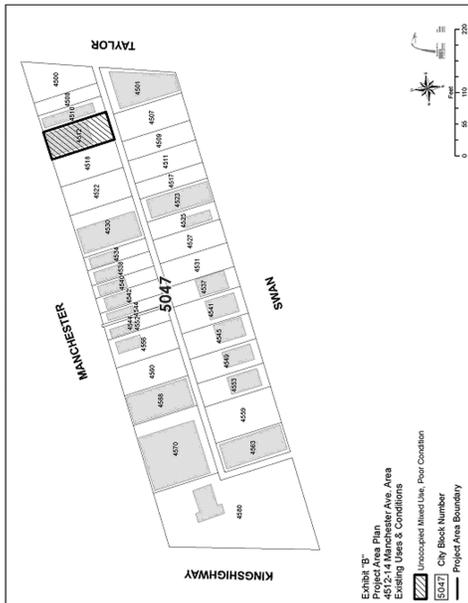
of land. If answer is yes, explain: _____

The subject property _____ X has _____ has not conditions which endanger life or property by fire and other causes. If answer is yes, explain: The building is vacant and could be occupied by vagrants

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

Approved: July 28, 2008

ORDINANCE NO. 68064 – EXHIBITS B, C & D



ORDINANCE #68065
Board Bill No. 81

An ordinance approving a blighting study and redevelopment plan dated February 26, 2008 for the 1350-60 S. Kingshighway Blvd. Redevelopment Area ("Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **no** property in the Area may be acquired by the Land Clearance for Redevelopment Authority ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that all of 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 this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area; and

WHEREAS, this board has considered the "Blighting Study and Redevelopment Plan for the 1350-60 S. Kingshighway Blvd. Area" dated February 26, 2008, consisting of a Title Page; a Table of Contents Page, sixteen (16) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board placed a public notice in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held at the time and place designated in that notice and all those who were interested in being heard were given a reasonable opportunity

to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment A", attached hereto and incorporated herein, known as the **1350-60 S. Kingshighway Blvd.** Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated February 26, 2008 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

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

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

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

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

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

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

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

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

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

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

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

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

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

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

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

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by this Board in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are

not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan.

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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

EXHIBIT "A"

**1350-60 S. KINGSHIGHWAY BLVD. AREA
LEGAL DESCRIPTION**

A parcel of ground in Out Lot 97 of the City of St. Louis, Missouri, said parcel being more particularly described as follows: Beginning at the point of intersection of the Eastern line of Kingshighway Boulevard, 160 feet wide, with the Northern line of property described in deed to Falstaff Brewing Corporation recorded in Book 6905 page 517, City of St. Louis Recorder's Office, said point being distant 9 degrees 26 minutes 30 seconds East 425.90 feet from its intersection with the Northern line of McRee Avenue; thence North 9 degrees 26 minutes 30 seconds East 294.39 feet along the Eastern line of Kingshighway Boulevard to the Southern line of the St. Louis & San Francisco Railroad right-of-way; thence Eastwardly 280.60 feet, along the Southern line of said railroad right-of-way along a curve to the right having a radius of 3387.87 feet, the chord of which bears South 77 degrees 24 minutes 06 seconds East 280.52 feet, to a point of compound curve; thence Eastwardly 33.35 feet along the Southern line of said railroad right-of-way, along a curve to the right having a radius of 6825.55 feet, the chord of which bears South 74 degrees 53 minutes 18 seconds East 33.35 feet, to the Eastern line of property described in deed to William J. January, et al, recorded in Book 9049 page 182, City of St. Louis Recorder's Office; thence in a generally Southwardly direction along the Eastern line of said January property, the following courses and distances: South 9 degrees 26 minutes 30 seconds West 162.01 feet, South 46 degrees 41 minutes East 84.86 feet and South 9 degrees 6 minutes 30 seconds West 49.64 feet to its Southeastern corner, being in the Northern line of said Falstaff property; to the Eastern line of Kingshighway Boulevard and the point of beginning.

9097-00-00400
1350-60 S. Kingshighway Blvd.

**ATTACHMENT "B"
Form 01/17/08**

**BLIGHTING STUDY AND PLAN
FOR THE
1350-60 SOUTH KINGSHIGHWAY BLVD. AREA
PROJECT #1295
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
FEBRUARY 26, 2008**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR
1350-60 S. KINGSHIGHWAY BLVD. AREA**

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 1350-60 S. Kingshighway Blvd. Area ("Area") encompasses approximately 1.64 acres in the Forest Park South East neighborhood of the City of St. Louis ("City") and is located on the east side of S. Kingshighway Blvd. with Manchester Avenue to the north and McRee Avenue to the south.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises two parcels of City Block 3069. The Area is in fair condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.1 % unemployment rate for the City as of October, 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 an occupied industrial building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 8.99 persons per acre.

5. CURRENT ZONING

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The 2005 Strategic Land Use Plan designated it as a Business/Industrial Development Area (BIDA).

3. PROPOSED ZONING

The zoning for the Area can remain "K" Unrestricted 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

Five to ten new jobs will be added as a result of this industrial project.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

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

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

c. **Landscaping**

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

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

Existing, healthy trees shall be retained, if feasible.

d. **Fencing**

Fencing 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. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

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

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

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

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

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. **PROPOSED SCHEDULE OF DEVELOPMENT**

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

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

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

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

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

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

The property within the Area is currently 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"

**1350-60 S. Kingshighway Blvd..AREA
LEGAL DESCRIPTION**

A parcel of ground in Out Lot 97 of the City of St. Louis, Missouri, said parcel being more particularly described as follows:

ORDINANCE #68066
Board Bill No. 86
Committee Substitute

An ordinance repealing Ordinance 62239 which is codified as Sections 15.128.010, 15.128.020 and 15.128.030 of the St. Louis City Revised Code pertaining to spray paint; pertaining to graffiti and tagging; containing definitions; prohibiting conduct and possession of graffiti tools without consent; prohibiting the sale of graffiti tools to persons under eighteen; requiring vendors of graffiti tools to place in clear public view a sign stating that graffiti is a crime and each said offense is punishable; an enforcement provision; a penalty clause; severability clause; and an effective date. This ordinance is not withstanding any other ordinances previously passed.

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

SECTION ONE: Ordinance 62239 which is codified as Sections 15.128.010, 15.128.020 and 15.128.030 of the St. Louis City Revised Code is hereby repealed and in lieu thereof a new ordinance is enacted to read as follows:

SECTION TWO: Findings.

The Board of Aldermen for the City of St. Louis finds and declares as follows:

It is the purpose of this ordinance to target and prevent the sale and distribution of graffiti tools to taggers and other vandals by regulating persons who sell graffiti tools to individuals and to obtain identifying information of such purchasers.

The Board of Aldermen finds that residents of the city of St. Louis have experienced problems with graffiti and tagging by individuals and such criminal conduct constitutes a public nuisance.

The Board of Aldermen finds and determines that graffiti is obnoxious and constitutes a public nuisance and therefore must be abated to avoid any detrimental impact of such graffiti on the City of St. Louis and to prevent the further spread of graffiti and for aesthetic purposes.

SECTION THREE: Definitions.

Building- Any structure used for commercial, business or residential purposes, whether or not occupied, and any structure appurtenant to use, including but not limited to: garages, fences, retaining walls, facades, highway overpasses, bridges, stud walls, or any other structure within the City of St. Louis.

Graffiti- Any unauthorized mark, inscription, word, figure, picture, notation or design drawn, written, etched, painted, sprayed, marked, posted, pasted or otherwise affixed, drawn, or painted on any surface of any building, public, private or personal property. Graffiti shall not mean a sign lawfully erected and maintained as required by other ordinances.

Graffiti tools- Any spray paint container, indelible marker, paint stick, cream or acid manufactured for the purpose of etching, altering, painting any surface or used for the application of "graffiti" as defined herein.

Indelible Marker- any felt-tip marker or similar implement with a tip that is greater than 1/8 inch at its broadest width containing any ink that is not water-soluble.

Paint stick or Graffiti stick- Any device containing a solid form of paint, chalk, wax, epoxy, or other similar substance that is not water-soluble and is capable of being applied to a surface and upon application of leaving a mark.

Person- Includes any human being, corporation, partnership, authority, business, municipality, association, or any other entity able to sue or be sued.

Spray Paint Container- Any aerosol receptacle, holding paint that be used to apply paint to any surface described in the definition of graffiti herein.

Structure- Any public or private bridge, overpass, pathway, highway divide, lane marker, billboard, train pass or marker, walls poles, utility or water towers or feature fixed to land.

Tag or Tagging- The application of graffiti to any building, property or personal property.

Tagger- A person who defaces any building, property or personal property with graffiti.

Vendor- Any person who offers for sale and/or transfer any items that constitute graffiti tools for value or any form of consideration.

SECTION FOUR: Graffiti Prohibited.

Prohibited Conduct. It shall be unlawful for a person to deface, destroy or otherwise damage any public or private building, structure, property or personal property by the application of graffiti without the owner's prior knowledge and consent.

Possession of Graffiti Tools Prohibited. It shall be unlawful for any person to have in their possession any graffiti tools while on public or private property, without the consent of the owner of said property, structure or building, in a manner that warrants a justifiable and reasonable alarm or immediate concern for the safety of buildings, structures and property in the immediate vicinity.

SECTION FIVE. Sale of Graffiti Tools Regulated.

A. No vendor shall sell any graffiti tools to any person under the age of eighteen (18) years of age unless accompanied by an adult parent or guardian.

SECTION SIX: Display requirements.

Required Conduct. Each vendor selling items constituting graffiti tools shall place a sign in clear public view at or near the display and inventory of graffiti tools. Said sign shall measure not less than eight and a half (8 1/2) inches by eleven (11) inches, have the City of St. Louis Seal and state "It is illegal for a person to purchase or possess aerosol spray paint containers or any other graffiti tool for the express illegal purpose of graffiti per St. Louis City Ordinance #XXXXX ." Signs will be available for distribution by the Department of Public Safety

SECTION SEVEN. Enforcement.

Enforcement of this ordinance shall be the responsibility of the City of St. Louis Department of Public Safety.

SECTION EIGHT. Penalty for violation.

Any person who violates the provisions in section four of this chapter shall be subject to of a fine of up to five hundred dollars (\$500) or imprisonment of a term not to exceed ninety (90) days or both at the discretion of the Court. In lieu of fines or imprisonment, the Court may impose a sentence of community service not to exceed 90 days with the express requirement that the offender clean graffiti from public buildings, structures or property in the City of St. Louis.

Any vendor who violates the provisions in sections five and six of this chapter shall be subject to of a fine of up to five hundred dollars (\$500).

All monetary funds collected by the City under this ordinance shall be directed to Operation Brightside and utilized for the removal and prevention of graffiti on public and private properties.

SECTION NINE. Severability Clause.

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 TEN. Effective Date.

This ordinance shall be effective ninety (90) days following passage and approval of the Mayor.

Approved: July 28, 2008

**ORDINANCE #68067
Board Bill No. 96**

An ordinance approving a blighting study and redevelopment plan dated May 27, 2008 for the 2639-45 Shenandoah Ave. Redevelopment Area ("Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, and that if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to five (5) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes

an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area; and

WHEREAS, this board has considered the “Blighting Study and Redevelopment Plan for the 2639-45 Shenandoah Ave. Redevelopment Area” dated May 27, 2008, consisting of a Title Page; a Table of Contents Page, eighteen (18) numbered pages including Exhibits “A” – “F” attached hereto and incorporated herein as Attachment “B” (“Plan”); and based on the information in the Plan, specifically the Blighting Report in Exhibit “F” to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 2639-45 Shenandoah Ave. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated May 27, 2008 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

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

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

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

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

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

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.
- (e) To comply with applicable requirements of Ordinance No. 60275 of the City (First Source Jobs Policy, as codified at St. Louis City Revised Code Chapter 3.90);
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction Pursuant to the Plan. The Redeveloper(s) will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Assistant Director-Certification and Compliance of the City and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper(s).

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

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

SECTION FOURTEEN. A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for up to the first five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year 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 five (5) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond five (5) years after the redevelopment corporation shall have acquired title to the property.

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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

EXHIBIT "A"

**THE 2639-45 SHENANDOAH AVE. AREA
LEGAL DESCRIPTION**

Parcel 1 C.B. 1381 SHENANDOAH
50 FT X 125 FT
SARPY ADDN
LOT 21-22

13810003000
2641 Shenandoah Ave.

Parcel 2 C.B. 1381 SHENANDOAH

25 FT X 125 FT
SARPYS ADDN
LOT 20

13810002900
2639 Shenandoah Ave.

ATTACHMENT "B"
Form: 03/04/08

RESIDENTIAL
BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
2639-45 SHENANDOAH AVE. AREA
PROJECT # 1326
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
May 27, 2008

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
2639-45 SHENANDOAH AVE. AREA**

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EXHIBITS

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

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 2639-45 Shenandoah Ave. Redevelopment Area ("Area") encompasses approximately 0.21 acres in the Fox Park Neighborhood of the City of St. Louis ("City") and is located on the north side Shenandoah Ave., between Jefferson Ave. and Ohio Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portion of City Blocks 1381. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.5% unemployment rate for the City as of March, 2008. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include two 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 for residential purposes. .

Residential density for the surrounding neighborhoods is approximately 17.36 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

The property within the Area is unoccupied and in the conditions outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted

within the meaning of Section 99.300 *et seq.* of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

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

b. Urban Design Regulations

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

c. Landscaping

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

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

Existing, healthy trees shall be retained, if feasible.

d. Fencing

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

9. **PARKING REGULATIONS**

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

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

10. **SIGN REGULATIONS**

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

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

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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 taxes collected for any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for up to the first five (5) years after

the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for up to the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year 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 five (5) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond five (5) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 2639-45 SHENANDOAH AVE. AREA
LEGAL DESCRIPTION**

Parcel 1 C.B. 1381 SHENANDOAH
50 FT X 125 FT
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25 FT X 125 FT
SARPYS ADDN
LOT 20

13810002900
2639 Shenandoah Ave.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

EXHIBIT "F"

**Blighting Report for the
2639-45 Shenandoah Ave. Redevelopment Area**

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

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

Subject Property is: vacant land unoccupied residential unoccupied/occupied commercial

Subject Property is: secured unsecured

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

The subject property has has not insanitary or unsafe conditions
If answer is yes, explain: Vacant lots are subject to illegal dumping, rat infestation, and loitering.

The subject property has has not deterioration of site conditions
If answer is yes, explain: _____

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

The subject property has has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: _____

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

The subject property does does not constitute an economic liability
If answer is yes, explain: The property has remained vacant while much of the neighborhood around it has gone through significant redevelopment. This property has retarded that development.

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

The subject property is is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: Vacant lots are subject to illegal dumping, rat infestation, and loitering.

The subject property is is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: _____

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

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

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

The subject property has has not a combination of factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and . If answer is yes, explain: Vacant lots are subject to illegal dumping, rat infestation, and loitering.

Approved: July 28, 2008

**ORDINANCE #68068
Board Bill No. 97**

An ordinance approving a blighting study and redevelopment plan dated May 27, 2008 for the 1927 Ann Ave. & 2249 Shenandoah Ave. Redevelopment Area ("Plan") after finding that said Redevelopment Area ("Area") is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended); containing a description of the boundaries of the Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Attachment "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan attached hereto and incorporated herein as Attachment "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that no property in the Area may be acquired by the Land Clearance for Redevelopment Authority ("LCRA") of the City of St. Louis, a public body corporate and politic created under Missouri law, through the exercise of eminent domain; finding that none of the property within the Area is occupied, and that if it should become occupied the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available up to ten (10) year real estate tax abatement; and pledging cooperation of this St. Louis Board of Aldermen ("Board") and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area; and

WHEREAS, this board has considered the "Blighting Study and Redevelopment Plan for the 1927 Ann Ave. & 2249 Shenandoah Ave. Redevelopment Area" dated May 27, 2008, consisting of a Title Page; a Table of Contents Page, eighteen (18) numbered pages including Exhibits "A" – "F" attached hereto and incorporated herein as Attachment "B" ("Plan"); and based on the information in the Plan, specifically the Blighting Report in Exhibit "F" to the Plan, considered each parcel of property in the Area and found the preponderance of the Area to be blighted, and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board placed a public notice in a newspaper of general circulation in the City that a public hearing would be held by this Board on the Plan, and a hearing was held

at the time and place designated in that notice and all those who were interested in being heard were given a reasonable opportunity to express their views; and

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Attachment "A", attached hereto and incorporated herein, known as the 1927 Ann Ave. & 2249 Shenandoah Ave. Area ("Area"). The existence of deteriorated property and other conditions constitutes an economic or social liability to the City and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.320(3) of the Revised Statutes of Missouri, 2000 as amended, and is evidenced by the Blighting Report attached as Exhibit "F" ("Blighting Report") to the Blighting Study and Redevelopment Plan for the Area dated May 27, 2008 which is attached hereto, and labeled Attachment "B" and incorporated herein by reference ("Plan").

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

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

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

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

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

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

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

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

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

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

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

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

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, Redeveloper(s) shall agree:

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures

set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997, as has been extended.

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

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

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

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

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

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

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

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

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

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

The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City.

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

EXHIBIT "A"

**THE 1927 ANN AVE. & 2249 SHENANDOAH AVE. AREA
LEGAL DESCRIPTION**

Parcel 1 CB 1337 ANN
25 FT / 51 FT 2 3/8 IN X
142 FT / 144 FT 4 3/4 IN
ALLENS LAFAYETTE PARK ADDN
LOT 29

13370002300
1927 Ann Ave.

Parcel 2 C.B. 1384 SHENANDOAH
31 FT 5 IN X 114 FT 6 IN KINGSBRY ADDN
BLOCK 3 LOT PT 5
BND N-WINKLER E-CATHCART
S-SHENANDOAH W-KOHNER

13840004500
2249 Shenandoah Ave.

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

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE
1927 ANN AVE. & 2249 SHENANDOAH AVE. AREA
PROJECT # 1329
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
May 27, 2008

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR
1927 ANN AVE. & 2249 SHENANDOAH AVE. AREA**

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- "A" LEGAL DESCRIPTION
- "B" PROJECT AREA PLAN
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- "D" ACQUISITION MAP
- "E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
- "F" BLIGHTING REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 1927 Ann Ave. & 2249 Shenandoah Ave. Redevelopment Area ("Area") encompasses approximately 0.15 acres in the Fox Park Neighborhood of the City of St. Louis ("City"). 1927 Ann Ave. is located on the northeast corner of the intersection of Ann Ave. and Mississippi Ave. 2249 Shenandoah Ave. is located on the north side of Shenandoah Ave. between Missouri Ave. and Indiana Ave.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises a portions of City Blocks 1384 & 1337. The Area is in poor condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.5% unemployment rate for the City as of March, 2008. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include one unoccupied two-family and one unoccupied multi-family residential building. .

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 15.11 persons per acre.

5. CURRENT ZONING

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

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

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

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

3. PROPOSED ZONING

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

4. RELATIONSHIP TO LOCAL OBJECTIVES

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

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. **Urban Design Objectives**

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

b. **Urban Design Regulations**

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

c. **Landscaping**

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

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

Existing, healthy trees shall be retained, if feasible.

d. Fencing

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

9. PARKING REGULATIONS

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

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

10. SIGN REGULATIONS

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

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

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

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

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

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

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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

2. PROPERTY ACQUISITION

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

3. PROPERTY DISPOSITION

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

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

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

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

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

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

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA.

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 1927 ANN AVE. & 2249 SHENANDOAH AVE. AREA
LEGAL DESCRIPTION**

Parcel 1 CB 1337 ANN
25 FT / 51 FT 2 3/8 IN X
142 FT / 144 FT 4 3/4 IN
ALLENS LAFAYETTE PARK ADDN
LOT 29

13370002300
1927 Ann Ave.

Parcel 2 C.B. 1384 SHENANDOAH
31 FT 5 IN X 114 FT 6 IN KINGSBRY ADDN
BLOCK 3 LOT PT 5
BND N-WINKLER E-CATHCART
S-SHENANDOAH W-KOHNER

13840004500
2249 Shenandoah Ave.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 02/08/08

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

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

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

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

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

EXHIBIT "F"

Blighting Report for the
1927 Ann Ave. & 2249 Shenandoah Ave. Redevelopment Area

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

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

Subject Property is: _____ vacant land _____ unoccupied residential
_____ unoccupied/occupied commercial

Subject Property is: _____ secured _____ X _____ unsecured

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

The subject property _____ X _____ has _____ has not insanitary or unsafe conditions
If answer is yes, explain: The properties are unoccupied. As such, they are subject to illegal dumping, rat infestation, and use by transients. They are also a fire hazard.

The subject property _____ X _____ has _____ has not deterioration of site conditions
If answer is yes, explain: The buildings are missing windows, missing gutters, are overgrown with weeds, are missing mortar, missing mechanical system, and are generally in a state of significant deterioration.

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

The subject property _____ X _____ has _____ has not conditions which endanger life or property by fire or other cause. If answer is yes, explain: The buildings are unoccupied, consequently they are subject to illegal dumping and use by transients, which combine to make them a significant fire risk.

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

The subject property _____ X _____ does _____ does not constitute an economic liability
If answer is yes, explain: The buildings are unoccupied and significantly deteriorated. They drag down the value of surrounding properties and would take significant investment to bring up to code.

The subject property _____ does does not constitute a social liability

If answer is yes, explain: _____

The subject property is _____ is not a menace to the public health, safety, morals or welfare in its present condition and use. If answer is yes, explain: The buildings are unoccupied and subject illegal dumping, rat infestation, and fire.

The subject property is _____ is not detrimental because of dilapidation, deterioration, age or obsolescence. If answer is yes, explain: The buildings are severely deteriorated, with the deteriorated site conditions listed above.

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

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

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

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

Approved: July 28, 2008

ORDINANCE NO. 68068 – EXHIBITS B, C & D

