

ORDINANCE #68588
Board Bill No. 309

An ordinance pertaining to street vending within the Midtown Neighborhood, Tiffany Neighborhood and Covenant Blu / Grand Center Neighborhood Vending District; amending Section Four of Ordinance 65061 to designate the boundaries of the Midtown Neighborhood, Tiffany Neighborhood and Covenant Blu / Grand Center Neighborhood Vending Districts.

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

SECTION ONE Section Four of Ordinance 65061 is hereby amended and the following language inserted:

J. "Midtown Neighborhood Vending District" shall mean the area bounded by Chouteau Avenue on the south, Leffingwell Avenue on the east, Vandeventer Avenue on the west, and Delmar Boulevard and Olive Street via North Compton Avenue on the north.

K. "Tiffany Neighborhood Vending District" shall mean the area bounded by Chouteau Avenue on the north, Interstate 44 on the south, Grand Boulevard on the east and 39th Street on the west.

L. "Covenant Blu / Grand Center Neighborhood Vending District" shall mean the area bounded by Dr. Martin L. King Drive to the north, North Compton Avenue to the east, Olive Street to the south, and North Vandeventer Avenue to the west.

Approved: March 16, 2010

ORDINANCE #68589
Board Bill No. 310

An Ordinance Authorizing The Execution Of A Transportation Project Agreement Between The City, City Hospital Laundry Master Landlord, LLC, And City Hospital Laundry Transportation Development District; Prescribing The Form And Details Of Said Agreement; Making Certain Findings With Respect Thereto; Authorizing Other Related Actions In Connection With The Transportation Project; And Containing A Severability Clause.

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

WHEREAS, pursuant to sections 238.200 to 238.280 RSMo. (2009) (the "TDD Act"), by that certain Judgment and Order of the Circuit Court of the City of St. Louis, Missouri, in Cause No. _____, Division 1, entered _____, 20__ (the "Order"), the City Hospital Laundry Transportation Development District (the "TDD") was created; and

WHEREAS, the TDD intends to undertake that certain "Transportation Project" as described and defined in the Order, which Transportation Project will provide a benefit to the City by increasing public access to the parcels described in that certain Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis, Cause No. 1022-CC00596, Division 1, on February 5, 2010 ("Petition") and the available supply of parking; and

WHEREAS, the City of St. Louis constitutes the "local transportation authority" for the purposes of the Transportation Project, and as a result of the Missouri Highway Transportation Commission's declining jurisdiction over the Transportation Project, approval of the Transportation Project is vested exclusively with the City; and

WHEREAS, the TDD Act provides that prior to construction or funding of a proposed project, such project shall be submitted to the local transportation authority for its prior approval, subject to any required revisions of such project, and the district and local transportation authority in question entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, the City hereby desires and intends to approve the Transportation Project, subject to the TDD and the City entering into a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, the City intends to enter into that certain Transportation Project Agreement (the "Agreement"), in the form attached hereto as **Exhibit A** and incorporated herein by reference, with the TDD, as a mutually satisfactory agreement regarding the development and future maintenance of the Transportation Project; and

WHEREAS, the TDD Act provides that, within six months after development and initial maintenance costs of a project have been paid, the district shall transfer control and ownership of the project in question to the local transportation authority pursuant to contract; and

WHEREAS, the TDD intends to transfer and the City intends to accept such control and ownership pursuant to and on the terms set forth in the Transportation Project Agreement; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Transportation Project Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the TDD of their respective obligations are in the best interests of the City and the health, safety, morals and welfare of its residents.

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

SECTION ONE. The Board of Aldermen hereby approves the Transportation Project as submitted to the City.

SECTION TWO. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Transportation Project Agreement with the TDD in order to implement the Transportation Project.

SECTION THREE. The Board of Aldermen finds and determines that the Transportation Project is necessary and desirable in order to increase public access to the parcels described in the Petition and the supply of available parking in the City.

SECTION FOUR. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Transportation Project Agreement by and between the City and the TDD in similar form to that attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Transportation Project Agreement and to affix the seal of the City thereto. The Transportation Project Agreement shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

SECTION SEVEN. It is hereby declared to be the intention 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.

EXHIBIT A

Transportation Project Agreement

CITY HOSPITAL LAUNDRY TRANSPORTATION DEVELOPMENT DISTRICT

TRANSPORTATION PROJECT AGREEMENT

THIS TRANSPORTATION PROJECT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of

_____, 2010, by and between CITY HOSPITAL LAUNDRY TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the "TDD"), and the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "City").

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended (the "TDD Act").

B. City Hospital Laundry Master Landlord, LLC (the "Developer") and ELG Palladium Group, LLC ("ELG") each own a portion of certain real property described on Exhibit A, attached hereto and incorporated herein by reference, together with certain improvements thereon, located in the City (the "Property").

C. The TDD shall acquire from the Developer and ELG a leasehold interest in a portion of the Property, upon which the Developer has designed, developed and constructed a TDD Project, or which may be acquired for a TDD Project (as defined in Section 1 of this Agreement).

D. Upon completion of acquisition of the TDD Project, the TDD intends to issue Obligations (as defined hereinafter) in a principal amount sufficient to finance the TDD Project and related costs of the TDD, including, without limitation, funding capitalized interest on the Obligations, establishing a reserve fund for the Obligations, and paying the costs of issuance of the Obligations and accrued interest thereon. The contribution by the TDD towards the acquisition and/or construction of the TDD Project will be in the form of payment for the Property plus reimbursement of Developer's construction and soft costs.

E. Preliminary plans and specifications ("Preliminary Plans") of the TDD Project are set forth on Exhibit B, attached hereto and incorporated herein by reference, which Preliminary Plans have been approved by the City.

F. The City and the TDD desire to enter into this Agreement in order to: (i) acknowledge the general economic benefit and value to the community created by the TDD Project and to provide for public access within the TDD Project on the terms set forth herein; (ii) memorialize the agreement of the City, acting in its capacity as local transportation authority (as defined in the TDD Act) regarding development and future maintenance of the TDD Project; and (iii) serve as the contract pursuant to which the TDD shall transfer control and ownership of the Project to the City after the costs thereof have been paid in accordance with Section 238.275.1 of the TDD Act. The City acknowledges that it is entering into this Agreement for the overall benefit of the community and that the commitment to provide public access to the TDD Project does not constitute a specific economic benefit to the City or the TDD.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt and sufficiency of which are acknowledged, the TDD and the City hereby agree as follows:

Section 1. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement and in the Recitals, the following capitalized terms used in this Agreement shall have the meanings ascribed to them in this Section.

CID. A community improvement district formed pursuant to Sections 67.401 through 67.1571 of the Revised Statutes of Missouri (2009), as amended

Lease. That certain lease agreement entered into between the Developer and ELG, together the landlord, and the TDD, as tenant, for the TDD Project, as may be amended from time to time by the parties thereto.

Obligations. Obligations issued by the TDD to assist in financing the design, development, construction, maintenance and/or the acquisition of the TDD Project; including, the pledging of revenues by the TDD to the City (or an authority located within the City with the power to issue obligations) and/or a CID for the repayment of obligations issued with respect to the redevelopment of the Property, at least a portion of which shall be issued on behalf of the TDD with respect to the TDD Project.

Property. The real property described in Exhibit A hereto, all of which is located within the boundaries of the TDD.

TDD Ground Sublease. That certain sublease agreement entered into between the TDD, as sublandlord, and Developer and ELG, together the subtenant, as may be amended from time to time by the parties thereto.

TDD Project. The Transportation Project described in Exhibit C of the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis, Cause No. 1022-CC00596, Division 1, on February 5, 2010. TDD Revenues. The proceeds of the TDD Sales Tax and any other sales taxes, special assessments, real property taxes and other fees and charges that may be imposed by the TDD pursuant to the applicable provisions of the TDD Act.

TDD Sales Tax. The transportation development district sales tax that the TDD is authorized to impose pursuant to Section 238.235 of the TDD Act.

Term. The period commencing on the date of execution of the Lease and, unless otherwise terminated hereunder prior thereto, continuing until the later of: (i) the expiration of the term of the Lease; or (ii) the satisfaction in full of all Obligations.

Section 2. Access to TDD Project. The TDD shall, and shall cause its agents and contractors to, comply with any and all applicable laws in connection with its operation of the TDD Project. Prior to the Transfer, defined below, the TDD shall retain all operational control of the TDD Project. After the Transfer, the City shall have all operational control of the TDD Project for the duration of the Term, subject to any existing encumbrances.

Section 3. Transfer of Ownership and Control. The City and the TDD agree to execute an Assignment of Lease Agreement in form mutually agreeable to the parties immediately upon maturity or termination of the Obligations, by which the TDD transfers to the City its interest in the Lease for the remaining term of the Lease (the "Transfer"). The TDD and the City acknowledge that, upon execution, the transactions contemplated by the Assignment of Lease Agreement shall constitute the transfer of control and ownership of the Project as required pursuant to Section 238.275 of the TDD Act, provided that the TDD shall remain responsible for operation and maintenance of the Project even after such transfer, in accordance with Section 4 hereinafter.

Section 4. TDD Project Operation and Maintenance. Except as otherwise provided in the Lease, while the Obligations remain outstanding, the TDD shall perform, or cause to be performed, all obligations connected with or arising out of owning, occupying or using the TDD Project or any part thereof, including without limitation the payment of all expenses required for the operation of the TDD Project, including, without limitation, payment of any real or personal property taxes, assessments, payments in lieu of taxes assessed, any expenses incurred, performance of any cleaning or maintenance services required to maintain the TDD Project in good condition, and provision of any repairs for any damage to the TDD Project (the "TDD Maintenance"). The TDD agrees to operate and maintain the TDD Project in accordance with all applicable laws and regulations. Following the satisfaction in full of all Obligations, and during the remaining Term, the City shall be responsible for the TDD Maintenance.

Section 5. Indemnification and Release. To the extent permitted by law, the TDD agrees to indemnify, defend, and hold the City, its employees, agents, and independent contractors and consultants harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with: (i) the acquisition of the TDD Project, including liability under any Environmental Laws; and (ii) the negligence or willful misconduct of the TDD or its respective employees, agents or independent contractors in connection with the management, and acquisition of the TDD Project. To the extent permitted by law, the City agrees to indemnify, defend, and hold the TDD and its employees, agents, and independent contractors harmless from and against any and all suits, claims, damages, injuries, liabilities, and costs and/or expenses, including court costs and reasonable attorneys' fees and expenses, resulting from, arising out of, or in any way connected with the negligence or willful misconduct of the City, its employees, agents, and independent contractors and consultants, or arising from a default by the City of its obligations hereunder. The indemnifications set forth in this Section shall survive termination or expiration of this Agreement.

Section 6. Miscellaneous.

6.1 Representations and Warranties of the TDD. The TDD hereby represents and warrants to the City that: (i) the TDD is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the TDD pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the TDD; and (iii) this Agreement is binding upon, and enforceable against the TDD, in accordance with its terms.

6.2 Representations and Warranties of the City. The City hereby represents and warrants to the TDD that: (i) the City is authorized to enter into and perform this Agreement and each agreement to be executed and performed by the City pursuant to this Agreement; (ii) this Agreement was duly authorized by the governing body of the City; and (iii) this Agreement is binding upon, and enforceable against the City, in accordance with its terms.

6.3 Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri.

6.4 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City or the TDD shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, partner, agent, employee or representative of the Developer shall be personally liable to the City or the TDD in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

6.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the TDD and the City with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. It supercedes all prior written or oral understandings with respect thereto. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the TDD and the City.

6.6 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

6.7 Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision, unless the unenforceable or invalid term or provision is such that a court reasonably would find that the parties, or any of them, would not have entered this Agreement without such term or provision, or would not have intended the remainder of this Agreement to be enforced without such term or provision.

6.8 Notices. Any notice, demand, or other communication required by this Agreement to be given by any party hereto to the others shall be in writing and shall be sufficiently given or delivered if dispatched by certified mail, postage prepaid, or delivered personally as follows:

In the case of the TDD: City Hospital Laundry Transportation Development District
1935 Park Ave.
St. Louis, Missouri 63104
Attention: Chris Goodson

With a copy to: Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson, Esq.

In the case of the City, to: City of St. Louis
City Hall
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor, Room 200
Attention: Comptroller, Room 212

With a copy to: St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Executive Director

and

City Counselor
City of St. Louis
1200 Market Street, Room 314
St. Louis, Missouri 63103
Attention: Patricia Hageman

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

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

CITY HOSPITAL LAUNDRY TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

CITY OF ST. LOUIS, MISSOURI

By: _____
Comptroller

Attest: _____
Register

Approved as to form: _____
City Counselor

EXHIBIT A
Legal Description of the Property

Parcel 1

LOT 5: A TRACT OF LAND BEING PART OF CITY BLOCK NO. 1250 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2"X18" REBAR WITH PLASTIC CAP STAMPED "MARLER L.S. 347-D", MARKING THE INTERSECTION OF THE EAST LINE OF DILLON STREET WITH THE SOUTH LINE OF PARK AVENUE (80 FEET WIDE); THENCE ALONG THE SAID SOUTH LINE OF PARK AVENUE SOUTH 69 DEGREES 53 MINUTES 11 SECONDS EAST A DISTANCE OF 201.02 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LOT; THENCE CONTINUE ALONG SAID SOUTH LINE OF PARK AVENUE SOUTH 69 DEGREES 53 MINUTES 11 SECONDS EAST A DISTANCE OF 95.90 FEET TO A FOUND MARLER CAPPED REBAR AT THE CENTERLINE OF VACATED ST. ANGE AVENUE (VACATED BY ORDINANCE NO.: 50248); THENCE ALONG THE SAID CENTERLINE OF VACATED ST. ANGE AVENUE SOUTH 08 DEGREES 55 MINUTES 52 SECONDS WEST A DISTANCE OF 147.33 FEET TO A FOUND 1/2" IRON PIPE; THENCE LEAVING SAID CENTERLINE OF VACATED ST. ANGE AVENUE, NORTH 81 DEGREES 06 MINUTES 13 SECONDS WEST A DISTANCE OF 63.13 FEET TO A SET MAG SPIKE IN THE ASPHALT; THENCE NORTH 39 DEGREES 44 MINUTES 20 SECONDS WEST A DISTANCE OF 37.64 FEET TO A SET MAG SPIKE; THENCE NORTH 81 DEGREES 07 MINUTES 25 SECONDS WEST A DISTANCE OF 50.00 FEET TO A SET MAG SPIKE IN ASPHALT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 48.57 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 36 DEGREES 42 MINUTES 05 SECONDS EAST, 46.88 FEET TO A SET MAG SPIKE IN ASPHALT AT A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 15.50 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 42 DEGREES 19 MINUTES 16 SECONDS EAST, 15.12 FEET TO A SET MAG SPIKE IN ASPHALT; THENCE NORTH 20 DEGREES 06 MINUTES 48 SECONDS EAST A DISTANCE OF 88.92 FEET TO THE POINT OF BEGINNING, CONTAINING 17,013 SQUARE FEET OR 0.390 ACRES OF LAND, MORE OR LESS.

Parcel 2

LOT 6: A TRACT OF LAND BEING PART OF CITY BLOCK NO. 1250 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" X 18" REBAR WITH PLASTIC CAP STAMPED "MARLER L.S.347-D", MARKING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CARROLL STREET (60 FEET WIDE) AND THE EAST RIGHT OF WAY LINE OF DILLON STREET (60 FEET WIDE); THENCE DEPARTING SAID EAST RIGHT OF WAY LINE OF DILLON STREET, ALONG SAID NORTH RIGHT OF WAY

LINE OF CARROLL STREET, SOUTH 81 DEGREES 06 MINUTES 13 SECONDS EAST A DISTANCE OF 115.12 FEET TO A SET REBAR WITH PLASTIC CAP "MARLER LS 347-D" MARKING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE LEAVING THE NORTH RIGHT OF WAY LINE OF SAID CARROLL STREET, NORTH 08 DEGREES 55 MINUTES 52 SECONDS EAST A DISTANCE OF 170.75 FEET TO A SET MAG SPIKE IN ASPHALT; THENCE SOUTH 81 DEGREES 07 MINUTES 25 SECONDS EAST A DISTANCE OF 84.78 FEET TO A MAG SPIKE IN ASPHALT; THENCE SOUTH 39 DEGREES 44 MINUTES 20 SECONDS EAST A DISTANCE OF 37.64 FEET TO A MAG SPIKE IN ASPHALT; THENCE SOUTH 81 DEGREES 06 MINUTES 13 SECONDS EAST A DISTANCE OF 63.13 FEET TO A FOUND ½" IRON PIPE ON THE CENTERLINE OF VACATED ST. ANGE AVENUE (60 FEET WIDE), VACATED BY ORDINANCE NO. 50248; THENCE ALONG SAID CENTERLINE OF VACATED ST. ANGE AVENUE, SOUTH 08 DEGREES 55 MINUTES 52 SECONDS WEST A DISTANCE OF 145.91 FEET TO A FOUND MARLER CAPPED REBAR ON THE NORTH RIGHT OF WAY LINE OF AFORESAID CARROLL STREET; THENCE DEPARTING SAID CENTERLINE OF VACATED ST. ANGE AVENUE, ALONG SAID NORTH RIGHT OF WAY OF CARROLL STREET, NORTH 81 DEGREES 06 MINUTES 13 SECONDS WEST A DISTANCE OF 176.17 FEET TO THE POINT OF BEGINNING, CONTAINING 28,164 SQUARE FEET OR 0.646 ACRES OF LAND, MORE OR LESS.

Parcel 3

LOT 2 OF THE CARROLL-DILLON BOUNDARY ADJUSTMENT PLAT ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 07162008 PAGE 0142 AND IN BLOCK 1250 OF THE CITY OF ST. LOUIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET 1/2"X18" REBAR WITH PLASTIC CAP STAMPED "L.S. 347-D" (TYPICAL) MARKING THE INTERSECTION OF THE SOUTH LINE OF PARK AVENUE (80 FEET WIDE) WITH THE EAST LINE OF DILLON STREET (60 FEET WIDE); THENCE ALONG THE SOUTH LINE OF SAID PARK AVENUE, SOUTH 69 DEGREES 53 MINUTES 11 SECONDS EAST A DISTANCE OF 201.02 FEET TO A SET REBAR; THENCE LEAVING SAID PARK AVENUE, SOUTH 20 DEGREES 06 MINUTES 48 SECONDS WEST A DISTANCE OF 88.92 FEET TO A SET MAG SPIKE IN ASPHALT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 15.50 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 42 DEGREES 19 MINUTES 16 SECONDS WEST, 15.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 48.57 FEET, AND A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 42 MINUTES 05 SECONDS WEST 46.68 FEET TO A SET MAG SPIKE IN ASPHALT; THENCE NORTH 81 DEGREES 07 MINUTES 25 SECONDS WEST A DISTANCE OF 149.89 FEET TO A SET REBAR IN THE AFORESAID EAST LINE OF DILLON STREET; THENCE ALONG THE EAST LINE OF SAID DILLON STREET, NORTH 08 DEGREES 55 MINUTES 52 SECONDS EAST A DISTANCE OF 180.29 FEET TO THE POINT OF BEGINNING, CONTAINING 28,997 SQUARE FEET OR 0.665 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
PRELIMINARY PLANS OF TDD PROJECT
[SEE ATTACHED]

Approved: March 16, 2010

ORDINANCE #68590
Board Bill No. 313

An Ordinance designating a portion of the City of St. Louis, Missouri as a redevelopment area known as the 1111 Olive Redevelopment Area pursuant to the Real Property Tax Increment Allocation Redevelopment Act; approving a redevelopment plan and a redevelopment project with respect thereto; adopting tax increment financing within the redevelopment area; making findings with respect thereto; establishing the 1111 Olive Special Allocation Fund; authorizing certain actions by City officials; and containing a severability clause.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission"); and

WHEREAS, the TIF Commission is duly constituted according to the Real Property Tax Increment Allocation

Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (2000), as amended (the “TIF Act”), and is authorized to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City and Infomedia, Inc., a Missouri corporation (the “Developer”), prepared a plan for redevelopment titled the “1111 Olive TIF Redevelopment Plan” dated November 5, 2009 (the “Redevelopment Plan”) for an area containing one parcel located in City Block 516 and commonly known as 1111 Olive Street in St. Louis (the “Redevelopment Area” or “Area”), which Redevelopment Area is more fully described in the Redevelopment Plan, attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by rehabilitation and redevelopment of the building in the Redevelopment Area into commercial space, as set forth in the Redevelopment Plan (the “Redevelopment Project,” or “TIF Project”); and

WHEREAS, on December 16, 2009, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act and received comments from all interested persons and taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on December 16, 2009, the TIF Commission found that completion of the Redevelopment Project would provide a substantial and significant public benefit through the elimination of blighting conditions, the creation of new jobs in the City, increased property values and tax revenues, preservation of historic structures, stabilization of the Redevelopment Area, facilitation of the economic stability of the City as a whole, and further found that without the assistance of tax increment financing in accordance with the TIF Act, the Redevelopment Project is not financially feasible and would not otherwise be completed; and

WHEREAS, on December 16, 2009, the TIF Commission voted to recommend that the Board of Aldermen adopt an ordinance in the form required by the Act (i) adopting tax increment financing within the Redevelopment Area, (ii) approving the Redevelopment Plan, (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the Act, (iv) approving the Redevelopment Project as described within the Redevelopment Plan, and (v) approving the issuance of one or more tax increment financing revenue notes in the amount as specified in the Redevelopment Plan; and

WHEREAS, the Board of Alderman hereby recognizes that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is of economic significance to the City, and will (i) serve to eliminate the conditions that cause the Redevelopment Area to be blighted, (ii) assist physical, economic, and social development of the community, (iii) encourage a sense of community identity, safety and civic pride, (iv) preserve a property of historic value, (v) eliminate structurally substandard buildings, and (vi) eliminate impediments to land disposition and development, and therefore, the Redevelopment Project, through tax increment financing, will serve to benefit the general welfare of the City; and

WHEREAS, the Developer has demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not feasible and would not otherwise be completed; and

WHEREAS, the Board of Aldermen has received the recommendations of the TIF Commission regarding the Redevelopment Area and the Redevelopment Plan and finds that it is desirable and in the best interests of the City to designate the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, adopt the Redevelopment Plan and Redevelopment Project in order to encourage and facilitate the redevelopment of the Redevelopment Area; and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act and as set forth herein; and

WHEREAS, the property constituting the Redevelopment Area is underutilized and vacant, thus discouraging investment and encouraging crime and vagrancy, and the Redevelopment Area represents a social and economic liability to the City; and

WHEREAS, it is necessary and desirable and in the best interest of the City to approve the Redevelopment Project to allow the rehabilitation of the building in the Redevelopment Area into commercial space; and

WHEREAS, it is necessary and desirable and in the best interest of the City to adopt tax increment allocation financing within the Redevelopment Area and to establish a special allocation fund for the Redevelopment Area in order to provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City of St.

Louis, providing for a stabilized population and plan for the optimal growth of the City of St. Louis, encouragement of a sense of community identity, safety and civic pride, and the elimination of impediments to land disposition and development in the City of St. Louis.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals as findings and makes the following additional findings:

A. The Redevelopment Area on the whole is a “blighted area”, as defined in Section 99.805 of the TIF Act, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. This finding includes, the Redevelopment Plan sets forth, and the Board of Aldermen hereby finds and adopts by reference: (i) a detailed description of the factors that qualify the Redevelopment Area as a “blighted area” and (ii) an affidavit, signed by the Developer and submitted with the Redevelopment Plan, attesting that the provisions of Section 99.810.1(1) of the TIF Act have been met, which description and affidavit are incorporated herein as if set forth herein.

B. The Redevelopment Plan conforms to the comprehensive plan for the development of the City as a whole.

C. In accordance with the TIF Act, the Redevelopment Plan states the estimated dates of completion of the Redevelopment Project and retirement of the financial obligations issued to pay for certain redevelopment project costs and these dates are twenty three (23) years or less from the date of approval of the Redevelopment Project.

D. A plan has been developed for relocation assistance for businesses and residences as set forth in Ordinance No. 62481 adopted December 20, 1991.

E. A cost-benefit analysis showing the economic impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is on file with the St. Louis Development Corporation, which cost-benefit analysis shows the impact on the economy if the Redevelopment Project is not built, and if the Redevelopment Project is built pursuant to the Redevelopment Plan as well as a fiscal impact study on every affected political subdivision and sufficient information for the TIF Commission to evaluate whether the Redevelopment Project is financially feasible.

F. Redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the assistance of tax increment financing and would not otherwise be completed.

G. The Redevelopment Plan does not include the initial development or redevelopment of any “gambling establishment” as that term is defined in Section 99.805(6) of the TIF Act.

H. The Redevelopment Area includes only those parcels of real property and improvements thereon directly and substantially benefited by the proposed Redevelopment Project.

SECTION TWO. The Redevelopment Area described in the Redevelopment Plan is hereby designated as a “redevelopment area” as defined in Section 99.805(11) of the TIF Act.

SECTION THREE. The Redevelopment Plan as reviewed and recommended by the TIF Commission on December 16, 2009, including amendments thereto, if any, and the Redevelopment Project described in the Redevelopment Plan are hereby adopted and approved. A copy of the Redevelopment Plan is attached hereto as Exhibit A and incorporated herein by reference.

SECTION FOUR. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “1111 Olive Special Allocation Fund.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the 1111 Olive Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof.

SECTION FIVE. Tax increment allocation financing is hereby adopted within the Redevelopment Area. After the total equalized assessed valuation of the taxable real property in the Redevelopment Area exceeds the certified total initial equalized assessed valuation of the taxable real property in the Redevelopment Area, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in the Redevelopment Area by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until redevelopment costs have been paid shall be divided as follows:

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid by the City Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing;

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the area selected for the Redevelopment Project and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in the area selected for the Redevelopment Project shall be allocated to and, when collected, shall be paid to the City Treasurer, who shall deposit such payments in lieu of taxes into the 1111 Olive Special Allocation Fund for the purpose of paying redevelopment costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

SECTION SIX. In addition to the payments in lieu of taxes described in Section Five of this Ordinance, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing districts, and which are generated by economic activities within the area of the Redevelopment Project over the amount of such taxes generated by economic activities within the area of the Redevelopment Project in the calendar year prior to the adoption of the Redevelopment Project by ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri (2000) as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri (2000) as amended, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, shall be allocated to, and paid by the collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the 1111 Olive Special Allocation Fund.

SECTION SEVEN. The Comptroller of the City is hereby authorized to enter into agreements or contracts with other taxing districts as necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections Five and Six of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the 1111 Olive Special Allocation Fund for the payment of redevelopment project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

SECTION EIGHT. The City Register is hereby directed to submit a certified copy of this Ordinance to the City Assessor, who is directed to determine the total equalized assessed value of all taxable real property within the Redevelopment Area as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within the Redevelopment Area, and shall certify such amount as the total initial equalized assessed value of the taxable real property within the Redevelopment Area.

SECTION NINE. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

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

SECTION ELEVEN. It is hereby declared to be the intention 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 TWELVE. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective

on the 30th day after its approval by the Mayor or adoption over his veto; *provided that* if, within ninety (90) days after the effective date of an ordinance authorizing the City to enter into a redevelopment agreement pertaining to the Redevelopment Project, the Developer or its affiliate or designee, has not (i) executed such redevelopment agreement and (ii) paid all fees due to the City in accordance with the terms of the redevelopment agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, *provided further*, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

**EXHIBIT A
1111 OLIVE TIF REDEVELOPMENT PLAN**

**1111 OLIVE
TIF REDEVELOPMENT PLAN**

Submitted to
the City of St. Louis
Tax Increment Financing Commission
November 5, 2009

**1111 OLIVE
TIF REDEVELOPMENT PLAN**

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**1111 OLIVE
TIF REDEVELOPMENT PLAN
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I. INTRODUCTION

The following is a plan prepared for redevelopment of certain real property in the City of St. Louis (the "City") consisting of one parcel in City Block 516 and generally known and numbered as 1111 Olive Street (the "Redevelopment Area" or "Area"). The Area currently contains one commercial building (the "Building"). A legal description and map of the Redevelopment Area are attached hereto as **Appendix 1** and incorporated herein by this reference.

The Redevelopment Area qualifies as a blighted area under Missouri's Real Property Tax Increment Allocation Redevelopment Act, Section 99.800-99.865 of the Revised Statutes of Missouri (2000) (the "TIF Act"). This Redevelopment Plan contemplates the complete redevelopment of the Area into commercial uses (the "Redevelopment Project" or "Project").

This Redevelopment Plan proposes that the City initially authorize and issue one or more Tax Increment Financing Notes ("TIF Notes") in an amount up to Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00) plus issuance costs to fund a portion of the costs of the Redevelopment Project. The TIF Notes issued shall be reimbursed from the revenue stream of Payments In Lieu of Taxes ("PILOTS") and Economic Activity Taxes ("EATS") generated by the Project over a twenty-three year period. One hundred percent of PILOTS within the Redevelopment Area and fifty percent of EATS will be allocated to retire the TIF Notes. The City may issue TIF Note(s) or other TIF obligations to the developer of the Project ("Developer") or a third party to evidence the City's obligation to reimburse the Developer for a portion of the costs of the Redevelopment Project. Such TIF Note(s) will be paid from revenues on deposit in the 1111 Olive Special Allocation Fund, in accordance with and pursuant to the TIF Act. Upon receipt by the City of a written request by Developer and evidence that the Developer has met certain criteria agreed upon by the City and Developer in a Redevelopment Agreement, the City shall cause one of its agencies to immediately proceed to issue tax increment financing bonds ("TIF Bonds") to repay the TIF Note.

II. OVERVIEW OF TAX INCREMENT FINANCING

In order to promote the redevelopment of a declining area or to induce new activity in an area that has been lacking in growth and development, the State of Missouri has provided statutory tools to counties and municipalities to assist private and initiate public, investment. One such tool is the TIF Act.

The TIF Act allows cities and counties to (1) identify and designate redevelopment areas that qualify as Blighted Areas, Conservation Areas, or Economic Development Areas as each are defined in the TIF Act; (2) adopt a redevelopment plan that designates the redevelopment area and states the objectives to be attained and the program to be undertaken; (3) approve a redevelopment project(s) for implementation of the redevelopment plan; and (4) utilize the tools set forth in the TIF Act to assist in reducing or eliminating those conditions that cause the area to qualify as a redevelopment area. Generally, the TIF Act allows municipalities to foster economic and physical improvements in a redevelopment or project area and to enhance the tax base of all taxing districts that levy taxes in such area. Within redevelopment areas, municipalities may use the power of eminent domain to provide necessary property acquisition for the implementation of a redevelopment plan and redevelopment project.

The concept of tax increment financing is outlined as follows: implementation of a redevelopment project within the redevelopment area will produce increased real estate assessments attributable to the redevelopment within the area. The area then generates PILOTS on the increased assessed value of the improved property. The project also generates new EATS resulting from operations within the redevelopment or project area. The TIF Act authorizes the capture of certain PILOTS and EATS in the redevelopment or project area over and above such levels within that area in the year of approval of the redevelopment project (with

respect to PILOTS) and in the year prior to the approval of the redevelopment project (with respect to EATS). New development is made possible within the redevelopment area through the municipality's use of incremental revenues to finance certain costs of developing or redeveloping the area.

The municipality segregates these incremental revenues into a special account, the "special allocation fund," during the period of time in which the incremental revenues are dedicated to the purposes identified in the redevelopment plan. All taxing districts that levy taxes on property within the redevelopment or project area continue to receive tax revenues based on property values which existed prior to the adoption of ordinances establishing the redevelopment or project area. The municipality is further authorized to pledge additional net new revenues from the project to the purposes identified in the redevelopment plan. Taxing districts also benefit from the increase in certain other taxes resulting from the increased economic activity in the redevelopment or project area. These taxes resulting from development of the redevelopment project are not deposited in the special allocation fund pursuant to the provisions of the TIF Act.

III. REDEVELOPMENT PLAN INCLUDING NECESSARY FINDINGS

1. Legal Description of the Redevelopment Area

A legal description and map of the Redevelopment Area are included herein as **Appendix 1**.

The Area includes the property located at 1111 Olive Street.

2. Redevelopment Plan Objectives

The City of St. Louis has established the following objectives for the 1111 Olive TIF Redevelopment Plan. These objectives are consistent with those purposes outlined in the TIF Act, as amended:

- To reduce or eliminate the conditions that cause the Redevelopment Area to be a "blighted area" as defined by Section 99.805(1) of the TIF Act and as described in this Redevelopment Plan;
- To enhance the public health, safety, and welfare of the community by curing blighting conditions and encouraging other improvements necessary for insuring the Area's stability and existing and future redevelopment consistent with this Redevelopment Plan;
- To enhance the tax base by inducing development of the Redevelopment Area to its highest and best use, benefiting taxing districts and encouraging private investment in surrounding areas;
- To promote the health, safety, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development;
- To further objectives outlined in the City of St. Louis Strategic Land Use Plan (2005) and the Downtown Development Action Plan (1999);
- To increase property values of the Area and surrounding areas;
- Rejuvenate a significant historic building, capitalizing on its notable features by restoring the Building to a marketable condition;
- Increase occupancy and activity at a property that has been unable to be fully redeveloped, thus increasing activity and enhancing public perception of Downtown St. Louis; and
- To stimulate construction and permanent employment opportunities and increased demand for services for the Area and surrounding areas.

3. Redevelopment Project

To satisfy the above objectives, the Redevelopment Project consists of:

- Commercial Uses Rehabilitation of all or a portion of the Area into commercial space togetherwith related improvements.

The Redevelopment Project is generalized to leave room for design creativity and owner specifications as needed, so that the Developer can respond to prospective occupant's needs as well as market conditions as redevelopment of the Redevelopment Project progresses.

It is expected that the Redevelopment Project will capitalize on existing successful redevelopment activity in Downtown St. Louis, and, in so doing, will enhance the perception of this portion of St. Louis as a safe and active environment. The project will help stabilize and enhance the perception of security in the area. In addition, it is expected that the Project will encourage an increase in other redevelopment efforts in the vicinity of the Redevelopment Area.

The total estimated Redevelopment Project Costs for the Redevelopment Project at this time equal approximately \$11,750,583, excluding developer fees, as set forth in greater detail in **Appendix 2**. It should be noted that the costs set forth in **Appendix 2** are estimated based on the knowledge of the Redevelopment Project at this time and that the actual redevelopment cost items for implementing the Redevelopment Project may vary depending on market conditions and other factors.

4. General Land Uses to Apply

The general land uses proposed for the Area are commercial uses. A map profiling the general land uses to apply is attached hereto as **Appendix 8** and incorporated herein by this reference.

5. Redevelopment Schedule and Estimated Dates of Completion

It is estimated that implementation of the Redevelopment Project will be completed within twelve (12) months from the execution of a redevelopment agreement between the City and the Developer as contemplated herein. This date is merely an estimate, and such implementation may be accelerated or delayed as market or site conditions dictate. The estimated date for retirement of obligations incurred to finance the Redevelopment Project shall not be more than twenty-three (23) years from approval of the Redevelopment Project. The anticipated Redevelopment Project Schedule for the TIF Project is included herein as **Appendix 4**.

6. Recent Equalized Assessed Value of Parcels within the Redevelopment Area

The current Equalized Assessed Value of all property in the Redevelopment Area is attached as **Appendix 5**. **Appendix 5** also includes historical information concerning the Equalized Assessed Value of the Redevelopment Area.

7. Estimated Equalized Assessed Value after Redevelopment

The total estimated Equalized Assessed Value of all property subject to PILOTS in the Redevelopment Area after redevelopment and completion of the Redevelopment Project Area is approximately \$2,233,723.

8. Acquisition

The use of eminent domain is not contemplated within the Area to complete the Redevelopment Project.

9. Blighted Area

As described in greater detail in the Analysis of Conditions Representing a Blighted Area for the 1111 Olive Redevelopment Area attached hereto as **Appendix 3** and incorporated herein by this reference, the Redevelopment Area as a whole is a blighted area, and has not been subject to growth and development through investment by private enterprise and will not reasonably be expected to be developed without the adoption of tax increment financing. The Developer has executed an affidavit attesting to the existence of these conditions, which affidavit is included herein as **Appendix 6**.

The cost of redevelopment precludes private enterprise from developing the Redevelopment Area to its highest and best use without public assistance. The cost of curing the existing conditions of blight and rehabilitation of improvements as contemplated in this Redevelopment Plan is not economically viable if fully borne by the Developer.

10. Conforms with the Comprehensive Plan of the City

The Redevelopment Plan conforms to the development of the City as set forth in the "Strategic Land Use Plan" (2005). The Area is designated as a "Specialty Mixed Use Area." The Redevelopment Project for this TIF matches the goals set for this designation.

11. Plan for Relocation Assistance

As the property is vacant, the relocation of residents or businesses is not anticipated to be necessary within the Redevelopment Area with respect to the Redevelopment Project; however, to the extent any relocation is necessary, this Plan will follow the regulations established by the City of St. Louis for relocation according to Ordinance 62481.

12. Cost Benefit Analysis

A cost benefit analysis showing the fiscal impact of the Project on each taxing district impacted by this Redevelopment Plan and sufficient information to determine the financial feasibility of the Project is on file with the St. Louis Development Corporation, 1015 Locust Street, Suite 1200, St. Louis, MO 63101.

Additionally, they will benefit from the additional real and personal property taxes and economic activity taxes which will be paid and not contributed to the TIF. The TIF Act allows for the collection of only 50% of the EATS for payment of project costs. The other 50% are distributed to the appropriate taxing authorities.

13. Does Not Include Gambling Establishment

The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.

14. Reports to DED

As required by the TIF Act, the City shall report to the Department of Economic Development regarding the Redevelopment Area.

15. Historical Land Use of Property within the Redevelopment Area

The building at 1111 Olive is listed on the National Register of Historic Places. Designed in 1941, the Building was originally built to house the St. Louis Post-Dispatch printing presses. Also known as the Post-Dispatch Printing Building or the KSDK Building, it was constructed of reinforced concrete with limestone facing in International Style. The first floor of the Building was renovated as commercial space after the Post-Dispatch moved from the location in 1964. The Building was subsequently used by several entities, including KSDK and the United Way. Nominated to the National Historic Register in 1984, the Building was the first International Style building constructed in the City of St. Louis and one of the last important works completed by architecture firm Mauran, Russell, Crowell, & Mullgardt. The Building is currently vacant. The combination of a lack of maintenance and repair has caused extensive deterioration to the Building. Currently, the Building is completely vacant and in poor condition.

Sources: National Register of Historic Places Nomination Application and City of St. Louis

IV. FINANCING PLAN

1. Eligible Redevelopment Project Costs

The TIF Act provides for the use of tax increment revenues generated by a designated redevelopment area to pay all reasonable or necessary costs incurred, estimated to be incurred, or incidental to a redevelopment plan or redevelopment project within a designated TIF redevelopment area. A municipality may pledge all or any part of the funds in and to be deposited in the special allocation fund established for a redevelopment project area to the payment of redevelopment project costs and obligations within the redevelopment area, including the retention of funds for the payment of future redevelopment costs.

The estimated Redevelopment Project Costs to be incurred in connection with the TIF Project are approximately \$11,750,583, excluding developer fees, and are set forth in **Appendix 2**. More specifically, the TIF Act allows the City and/or its designated developer(s) to incur redevelopment costs associated with implementation of an approved Redevelopment Plan and approved Redevelopment Project. These costs include all reasonable or necessary costs incurred, and any costs incidental to a Redevelopment Project. Thus, this Redevelopment Plan anticipates that a portion of the sources of funds used to pay the Project Costs will come from the TIF revenues; such Project Costs, in accordance with the TIF Act, may include, but are not limited to:

- Costs of studies, surveys, plans and specifications;
- Professional service costs including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services;
- Property assembly costs including, but not limited to, acquisition of land and other real or personal property

rights, or interests therein;

- Costs of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;
- Costs of construction of new structures as permitted by the TIF Act, of public works or other improvements;
- Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations, and which may include the payment of interest on any obligation issued under the provisions of this Redevelopment Plan accruing during the estimated period of construction of any Redevelopment Project for which such obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto; and
- All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the City, by written agreement, accepts and approves such costs.

The costs shown on **Appendix 2** represent the total approximate costs of the project regardless of the source of funding. This table does not include all custom finishes over and above Developer-supplied finishes, which are unknown at this time. Typical plan implementation and financing costs are based on the experience of the Developer. It should be noted that these costs are based on the knowledge of the Project at this time and that the actual redevelopment cost items for implementing the Redevelopment Plan and the Redevelopment Project may vary from these estimates.

The following table illustrates the anticipated categories costs that will be funded in part by TIF, assuming the funding of up to \$2,350,000 in Redevelopment Project Costs.

CATEGORY	
	Acquisition Costs
	Demolition Costs (includes, but is not limited to, demolition of existing buildings and structures or parts thereof).
	Site Preparation and Improvements Costs (includes, but is not limited to, site work, street and sidewalk improvements, utility work, resetting of curbs, landscaping and lighting in the right of way).
	Financing Costs (includes, but is not limited to, loan fees, construction period interest, disbursing fees, construction monitoring and inspection fees, lender's legal fees, loan appraisals, flood certificates, title, recording, disbursing costs, tax credit investor fees and any and all other costs incurred by the Developer in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
	Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
	Professional Service Costs (includes, but is not limited to, architectural, engineering, surveying, legal, marketing, advertising, financial, planning, or special services).
	TIF Costs & Issuance Costs incurred by the Developer.
	Rehabilitation, renovation or reconstruction of existing buildings and structures and construction of common improvements to the Redevelopment Area and construction of new structures as permitted by the TIF Act.
\$2,350,000	TOTAL

It is not the intent of **Appendix 2**, the table provided above, or this Redevelopment Plan to restrict the City or the Developer to the cost amounts, categories or allocations as outlined. During the life of the Redevelopment Area, Plan, and Project, other costs may be incurred or adjustments may be made within and among the line items specified in **Appendix 2** and additional categories may be added to the extent allowed by the TIF Act, if necessary and reasonable to accomplish the program objectives of the Redevelopment Plan.

2. Anticipated Sources of Funding to Pay Redevelopment Project Costs

There are six (6) principal sources of potential funds that are anticipated to be used to pay the costs of implementation of the Redevelopment Plan and the Redevelopment Project previously described. These sources are:

- Owner equity;
- Private financing;
- Federal Historic Tax Credits Equity;
- State of Missouri Historic Tax Credits Proceeds; • State Brownfield Tax Credit Proceeds;
- Funds available through the issuance of TIF notes, bonds, loans, or other certificates of indebtedness (herein collectively referred to as "TIF Note or other financial obligations").

The anticipated type and term of the sources of funds are set forth in **Appendix 2**. It is not the intent of **Appendix 2** or this Redevelopment Plan to restrict the City or the Developer to the sources or source amounts as outlined. During the life of the Redevelopment Agreement, Plan, and Project, other sources may be found or adjustments may be made within or in addition to the sources specified in **Appendix 2**.

3. TIF Note Funding

This Redevelopment Plan proposes that the City initially authorize and issue one or more Tax Increment Financing Notes ("TIF Note") in an amount up to Two Million Three Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00) plus issuance costs to fund a portion of the Redevelopment Project Costs associated with completion of the Redevelopment Project, with a term of retirement for all such issues not more than 23 years. The TIF Notes or other financial obligations will be issued only to finance the Redevelopment Project and Redevelopment Project Costs as outlined in **Appendix 2**, which are eligible costs as specified in Section 99.805(11) of the TIF Act, including any costs of issuing the TIF Notes or other financial obligations.

The Notes may be issued in one or more series and may include notes, temporary notes, or other financial obligations to be redeemed by TIF Notes upon completion of the Redevelopment Project. In addition, these Notes or other financial obligations may be privately placed. It is the City's intent to pay for the principal and interest on these Notes or other financial obligations, in any year, solely with money legally available for such purpose within the 1111 Olive Special Allocation Fund.

The 1111 Olive Special Allocation Fund will contain at least two accounts as provided for and in accordance with the TIF Act:

1. The "PILOTS Account" will contain all payments in lieu of taxes derived from all taxable lots, blocks, tracts, and parcels of real property (or any interest therein) within the Redevelopment Area as contemplated by this Redevelopment Plan and in accordance with the TIF Act; and
2. The "Economic Activity Taxes ("EATS") Account" will contain fifty percent (50%) of the total funds from taxes imposed by the City which are generated by the operations and activities within the Redevelopment Area, excluding licenses, fees or special assessments, and excluding personal property taxes and payments to the PILOTS Account, in accordance with the TIF Act.

Funds on deposit in the PILOTS Account and EATS Account will be pledged to the payment of the Redevelopment Project Costs. Such payment obligations shall not constitute debts or liabilities of the City, the State of Missouri, or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and neither the City nor the State of Missouri shall be liable thereon except from the PILOTS Account, and, to the extent appropriated by the City on an annual basis, the EATS Account, from funds derived from other taxes deposited into the Special Allocation Fund.

4. Evidence of Commitment to Finance Redevelopment Project Costs

Appendix 7 contains a preliminary commitment letter providing evidence of a commitment to provide financing of Redevelopment Project Costs associated with the Redevelopment Project.

APPENDIX 1

1111 OLIVE TIF REDEVELOPMENT PLAN

LEGAL DESCRIPTION AND MAP OF REDEVELOPMENT AREA

Parcel 1: A lot in Block 516 of the City of St. Louis, beginning at a point in the North line of Olive Street 100 feet, more or less, East of the East line of Twelfth Boulevard, being also the point of intersection of the Western line of alley vacated by Ordinance 42075;

thence Eastwardly 226 feet 8 inches, more or less, to a line 108 feet 4 inches, more or less, West of the West line of Eleventh Street or property now or formerly of Alfred L. Shapleigh; thence Northwardly along, said line 106 feet 4 inches, more or less, to the South line of an East and West alley 15 feet wide; thence Westwardly along the South line of said alley and its prolongation Westwardly 226 feet 8 inches, more or less, to a line 100 feet, more or less, East of the East line of Twelfth Boulevard, being the West line of the North and South alley vacated by Ordinance 42075; thence Southwardly along said West line of said alley 106 feet 4 inches to the point of beginning.

Also the South 1 ½ of the East and West alley 15 feet wide, which adjoins the above described property on the North, as vacated by Ordinance No. 63536 of the City of St. Louis dated July 21, 1995.

MAP OF 1111 OLIVE REDEVELOPMENT AREA



APPENDIX 2
1111 OLIVE TIF REDEVELOPMENT PLAN
ANTICIPATED SOURCES AND USES OF FUNDS

USES

Acquisition Costs	\$2,250,000
Construction Costs	
Building rehabilitation	\$6,507,796
Remediation	\$1,066,179
Construction contingency	\$657,397
Financing and Soft Costs	
Legal	\$125,000
Real Estate Taxes	\$28,000
Insurance	\$15,000
Architect	\$70,000
Engineer	\$50,000
Construction Period	
Interest	\$554,405
Acquisition loan interest	\$42,188
Project Contingency	\$50,000
Loan Fees	\$104,035
State HTC Issuance Fee	\$54,583
Brownfield Issuance Fee	\$25,000
Accounting	\$35,000
Environmental Consultant	\$35,000
Title/Appraisal/Recording	\$25,000
TIF Costs	\$50,000
Utilities	\$6,000
Total Uses	\$11,750,583

SOURCES

Federal Historic Tax Credit Bridge Loan/Equity	\$1,767,108
State Historic Tax Credit Bridge Loan/Proceeds	\$1,907,242
State Brownfield Tax Credit Bridge Loan/Proceeds	\$682,550
TIF	\$2,350,000
Construction Financing (Debt/Equity)	\$5,043,683
Total Sources Of Funds	\$11,750,583

APPENDIX 3
ANALYSIS OF CONDITIONS REPRESENTING A BLIGHTED AREA FOR THE
1111 OLIVE REDEVELOPMENT AREA

ANALYSIS OF CONDITIONS REPRESENTING
A BLIGHTED AREA

for the

1111 OLIVE
TIF REDEVELOPMENT AREA

1111 OLIVE
TIF REDEVELOPMENT PLAN

November 5, 2009

City of St. Louis, Missouri
Tax Increment Financing Commission

TIF ELIGIBILITY

The 1111 Olive Redevelopment Area (the “Redevelopment Area” or “Area”) established in the 1111 Olive Redevelopment Plan (the “TIF Redevelopment Plan”) is a blighted area based on the fact that it exhibits the factors set forth in Section 99.805(1) of the Revised Statutes of Missouri (the “TIF Act”).

As defined, a “blighted area” is:

An area which, by reason of the predominance of defective or inadequate street layout, unsanitary 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 its present condition and use.

Blighting factors and conditions present in the Redevelopment Area include:

- 1) Deterioration of Site Improvements:
 - a. Building exterior;
 - b. Building interior.
- 2) Unsanitary and unsafe conditions resulting from:
 - a. Deteriorated site improvements;
 - b. Environmental contamination.
- 3) Existence of Conditions which Endanger Lives or Property by Fire or Other Causes:
 - a. Deteriorating physical components;
 - b. Environmental contamination.

These factors and conditions are:

- 1) A Menace to the Public Health, Safety, Morals or Welfare
- 2) An Economic or Social Liability:
 - a. Deferred maintenance;
 - b. Uncompetitive position;

- c. Cost of environmental remediation.

The factors listed above will persist and continue to decline until the comprehensive redevelopment of the Area is undertaken.

A map illustrating the boundaries of the area is attached hereto as Exhibit 1, along with photographs of conditions in the Area attached hereto as Exhibit 2.

DATA COLLECTION METHODS

This study has been designed and conducted to comply with the specific requirements of Section 99.805 (1) RSMo. The study and the requisite fieldwork were performed in October 2009. Observations and conclusions are based upon on-site inspections of the Redevelopment Area and familiarity with the local market.

In determining whether the proposed Redevelopment Area meets the eligibility requirements for Tax Increment Financing per the TIF Act, a number of sources of information were utilized; including, but not limited to, the following:

- A. Survey of the condition and use of the Redevelopment Area;
- B. Public documents and records relating to the history and/or condition of the Area; and
- C. Analysis of existing uses.
- D. Phase I and Phase II Environmental Assessments, conducted by Lafser & Associates, Inc., dated June 2009

OVERVIEW OF THE REDEVELOPMENT AREA

The Redevelopment Area consists one building (“Building”) on one parcel in City Block 516 as shown on Appendix 1 to the TIF Redevelopment Plan.

DISCUSSION OF BLIGHT IN THE REDEVELOPMENT AREA

1) Deterioration of Site Improvements:

In general, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration that is not easily curable, however, and that cannot be accomplished in the course of normal maintenance, includes buildings with defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, fascia materials, etc.

The Building suffers from deterioration of some exterior building components. The exterior suffers from deterioration due to previous periods of a lack of maintenance as well as age and use. The site visit revealed evidence of damage caused by neglect and mismanagement. The roof requires replacement in the near future to avoid further damage to the Building. The roof of the Building is currently allowing water to seep into the Building and cause significant water damage. The exterior of the Building requires tuckpointing to prevent damage to the Building from the elements. In addition, the support beams in the parking garage are severely corroded through years of exposure to saline run-off from newspaper delivery trucks. This situation has been assessed and must be remedied in the near future before structural failure occurs.

The Building also suffers from deterioration of many interior building components. Primary components including wiring, plumbing, and HVAC are either in need of repair or require complete replacement. There is water damage throughout the Building causing deterioration of the walls and ceilings and the presence of mold and dry rot in and between the floors of the Building.

The Area suffers from deterioration of site conditions. If these deficiencies are not corrected, they will cause damage to adjacent uses and public infrastructure. They cannot be corrected through normal maintenance but require rehabilitation, or replacement in order to be brought to an acceptable and marketable physical state.

2) Unsanitary or Unsafe Conditions:

In addition to the general physical deterioration of site improvements stated above, the Area contains unsanitary or unsafe conditions.

The lack of maintenance and deteriorated conditions makes the Area unsafe.

Phase I and II Environmental Site Assessments of the Area were completed June 2009. The Phase I Environmental Site Assessment identified multiple potential sources of environmental contamination, which required further investigation. The Phase II Environmental Assessment of the Building, completed by Lafser & Associates, Inc., revealed significant environmental contamination in the Building that requires removal and/or remediation. The Phase II Assessment included obtaining and testing samples for asbestos and for lead based paint. Testing showed many of these samples to be positive for the hazardous substances.

According to page four of the Phase II Assessment, Lafser & Associates, Inc. found "Asbestos-Containing Materials (ACM) on the property, which included friable materials including pipe insulation (TSI), boiler insulation, and non-friable materials including floor tiles with associated mastic, transite paneling, and roofing materials. The ACM materials observed were in damaged condition." In total, the Assessment found several thousand feet of ACM on pipes and heating systems. The Assessment also found over 60,000 square feet of ACM located within floor tile, mastic, roofing tile, and transite panel sources. Of particular concern are the friable and damaged ACM within the Building. These represent an immediate safety concern and must be remediated.

In addition, according to page four of the Phase II Assessment, sample testing revealed lead based paint (LBP) "on walls, doors and door frames, pipes and pump gear, support columns, [and] the radio broadcast tower located on the roof." In total, the Building contains over 40,000 square feet of LBP covered surfaces. While not an immediate safety concern, any future use of the Building will likely require remediation of this safety issue.

Finally, other contaminants, including approximately 2,550 fluorescent light ballasts containing Polychlorinated Biphenyl (PCBs) -and 1,280 fluorescent light bulbs, Freon and mercury containing items, and a damaged heating oil tank were found in the Area. The presence of these environmental contaminants represents unsanitary and unsafe conditions and prevents the current use of the Building.

The deterioration of the Building makes it uninhabitable in its current state. Wiring and plumbing is in need of repair or complete replacement throughout the Building. The lower roof permanently retains a significant amount of water, representing an unsanitary condition. The Building also lacks properly functioning and code compliant fire protection systems. The Building is currently at an elevated risk for fire due to a lack of code compliant fire protection systems and piles of refuse within the Building.

The Phase II Assessment identified the presence of hazardous substances including asbestos containing materials, lead based paint, and Polychlorinated Biphenyl containing fluorescent light ballasts. Improper exposure of humans to these substances is extremely unsafe. Effects of these substances in humans can range from mild to severe illnesses, to various cancers, organ failure, or even death. The presence of these contaminants will require extensive environmental clean-up of the Area at a significant cost to any future developer before the Area will be able to be developed.

These issues prevent the full utilization of the Area and increase the cost of rehabilitation.

3) Existence of Conditions which Endanger Lives or Property by Fire or Other Causes:

As previously mentioned, the Building requires extensive replacement and repairs to its primary components. The lack of maintenance and piles of refuse and debris combined with the lack of fire prevention systems pose a potential fire hazard for the Area.

As noted above, the Phase II Environmental Site Assessment of the Area was completed June 2009. The Assessment revealed the presence of asbestos, lead, and PCBs. These contaminants can cause moderate to severe illness, cancer, organ failure and death if present in humans.

The conditions as outlined above are a menace to the public health, safety, morals or welfare and are an economic or social liability.

1) Menace to the Public Health, Safety, Morals, or Welfare:

As discussed above, the Area exhibits factors that constitute a menace to the public health, safety, morals, or welfare in its present condition and use. The deteriorated condition of the property has negatively impacted surrounding residences and businesses. The deteriorating, unsanitary, and unsafe conditions described above represent a menace to the public health and safety; the economic and environmental liability of the Area also represents a menace to the public welfare.

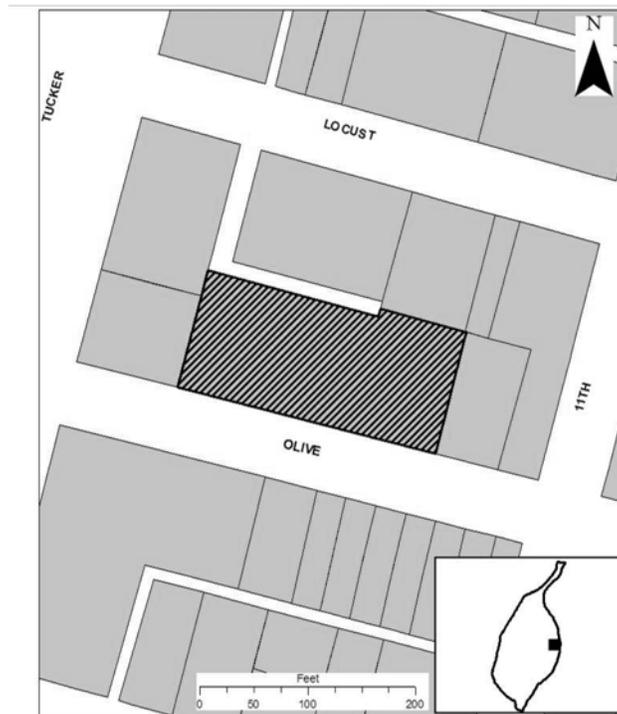
2) Economic or Social Liability

Due to the predominance of blighting factors discussed above, the Area in its current condition is a liability to the social welfare and economic independence of the City. As noted above, the Area suffers from a lack of investment. Deterioration of the Area has contributed to the lack of physical maintenance and underutilization of the Area. To overcome the underutilization of the Area, conditions that contribute to economic and social liability must be remediated in order to allow for natural growth of existing uses in the Area.

The Area in its current condition hampers the economic vitality and independence of the City by failing to generate sufficient tax revenue and discouraging reinvestment in, or maintenance of, the Area. The Area's physical condition, combined with the underutilization of the Area, diminishes its potential to generate property and economic activity tax revenues for the City up to its full potential. Without the comprehensive redevelopment of the Area, its physical condition will continue to deteriorate and its economic efficiency will suffer.

The physical condition of and resulting lack of reinvestment in the Area have resulted in economic underutilization. The economic underutilization of the property contributes to the eligibility of the Redevelopment Area. The comprehensive redevelopment of the site will foster much needed economic activity and contribute to the growth of the City.

Exhibit 1
1111 Olive TIF Redevelopment Area
Blight Analysis



 Predominantly blighted

Exhibit 2: Photographs of Blighted Conditions



South side of the Building



View of Building facing East down Olive Street



Extensive water damage to floors and ceiling due to uncontrolled rainwater leakage



Severely deteriorated conditions within Building



Refuse and deteriorated conditions within former TV station studio



Building heating and cooling system containing asbestos materials



Example of water pipes with asbestos containing insulation



Floor mastic tested positive for asbestos containing materials



Deteriorated interior conditions representing a safety and fire concern



Water damaged ceilings within Building



Roof of Building requires complete replacement



Lower portion of roof retains large amount of water, representing an unsanitary condition



Damage to structural supports in parking garage due to saline water runoff from delivery trucks



Severely deteriorated conditions within parking garage due to deteriorated structural supports

**APPENDIX 4
1111 OLIVE TIF REDEVELOPMENT PLAN
ANTICIPATED REDEVELOPMENT PROJECT SCHEDULE**

First TIF Commission Meeting ((\$5,000 Application fee due)	10/28/2009
Mailing of Notice of TIF Commission Public Hearing to Taxing Districts (not less than 45 days prior to hearing) (RSMo. 99.830.3)	10/30/2009
Submit Redevelopment Plan to TIF Commission	11/5/2009
First Publication of Notice of TIF Commission Public Hearing (not more than 30 days prior to hearing) (RSMo. 99.830.1)	11/25/2009
Written Notice to Property Owners (not less than 10 days prior to public hearing) (RSMo. 99.830.3)	12/3/2009
Second Publication of Notice of TIF Commission Public Hearing (not more than 10 days prior to public hearing) (RSMo. 99.830.1)	12/9/2009
Public Hearing by TIF Commission (RSMo. 99.825)	12/16/2009
TIF Commission Recommendation to Board of Aldermen (within 90 days of TIF Public Hearing) (RSMo. 99.820.3)	12/16/2009
TIF Ordinances Introduced adopting plan, approving project, establishing district, establishing special allocation fund, approving redevelopment agreement and authorizing issuance of TIF Notes (between 14 and 90 days after hearing) (RSMo. 99.820.1[1])	1/8/2010
HUDZ Committee Hearing on TIF Ordinances	1/13/2010
Second Reading of TIF Ordinances	1/15/2010
Board of Estimate & Apportionment	1/20/2010
Perfection of Board Bill(s)	1/22/2010
Third Reading and Final Passage of TIF Ordinances	1/29/2010
Mayor Signs Bills	2/8/2010
Full Construction Commences	7/1/2010
Construction Complete	12/31/2011

**APPENDIX 5
1111 OLIVE TIF REDEVELOPMENT PLAN
CURRENT AND HISTORICAL INFORMATION CONCERNING THE EQUALIZED ASSESSED VALUE
OF REDEVELOPMENT AREA**

<u>Street Address</u>	<u>Tax ID</u>	<u>Equalized Assessed Value (2009)</u>
1111 Olive Street	05160000800	\$270,600.00

HISTORY OF ASSESSED VALUE

<u>TERM</u>	<u>AV</u>	<u>% CHANGE</u>
2004	\$ 192,100	-
2005	\$ 241,600	26%
2006	\$ 525,400	117%
2007	\$ 270,600	- 48%
2008	\$ 270,600	0%
2009	\$ 270,600	0%

Information concerning Economic Activity Taxes (EATs) is non-public and thus, not available at this time.

APPENDIX 6
1111 OLIVE TIF REDEVELOPMENT PLAN
DEVELOPER'S AFFIDAVIT

STATE OF MISSOURI)
)
County OF ST. LOUIS)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of matters stated herein.

The undersigned swears, affirms and certifies the following to be true to induce the approval of Tax Increment Financing for the Redevelopment Area described in the 1111 Olive Tax Increment Financing Redevelopment Plan, initially dated October 30, 2009 (the "Redevelopment Plan").

1. I am a duly authorized representative of Infomedia, Inc. (the "Developer") and am authorized by the Developer to attest to the matters set forth herein.
2. I am familiar with the Redevelopment Area described in the Redevelopment Plan. In my opinion, based on the factors set forth in the Redevelopment Plan, the Redevelopment Area, on the whole, qualifies as a "blighted area" as defined in Section 99.805(3) of the Missouri Revised Statutes (2000), and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

And Further Affiant Sayeth Not.

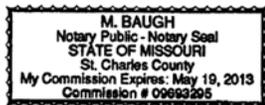
Infomedia, Inc.
a Missouri corporation

By: 
Name: BRAD PITTEMBER
Title: PRESIDENT

Subscribe and sworn to before me this 19 day of October 2009.


Notary Public

My Commission Expires: May 19, 2013



APPENDIX 7
1111 OLIVE TIF REDEVELOPMENT PLAN
EVIDENCE OF COMMITMENT TO FINANCE PROJECT COSTS

ADVANTAGE
CAPITAL
P A R T N E R S

October 16, 2009

Mr. Brad Pittenger
XIOLINK
900 Walnut Street
St. Louis, MO 63102

Re: Proposed 1111 Olive TIF project, St. Louis, Missouri

Dear Brad:

The purpose of this letter is to evidence Advantage Capital's preliminary commitment to provide financing for your proposed project involving the redevelopment of certain real property into office and commercial uses in the 1111 Olive TIF in the City of St. Louis, Missouri (the "Project"). This correspondence is intended as a preliminary expression of the Bank's interest in this Project, and the potential funding of this Project is subject to several contingencies, including the review of customary due diligence, the issuance of the necessary tax increment financing by the City of St. Louis, and the review and approval of the Bank's Loan Committee, acting in its sole subjective discretion.

As we have discussed, financing of the Project would not be feasible without the assistance of tax increment financing. Therefore, please be advised that we are excited to provide financing for the Project should the City of St. Louis issue the necessary tax increment financing.

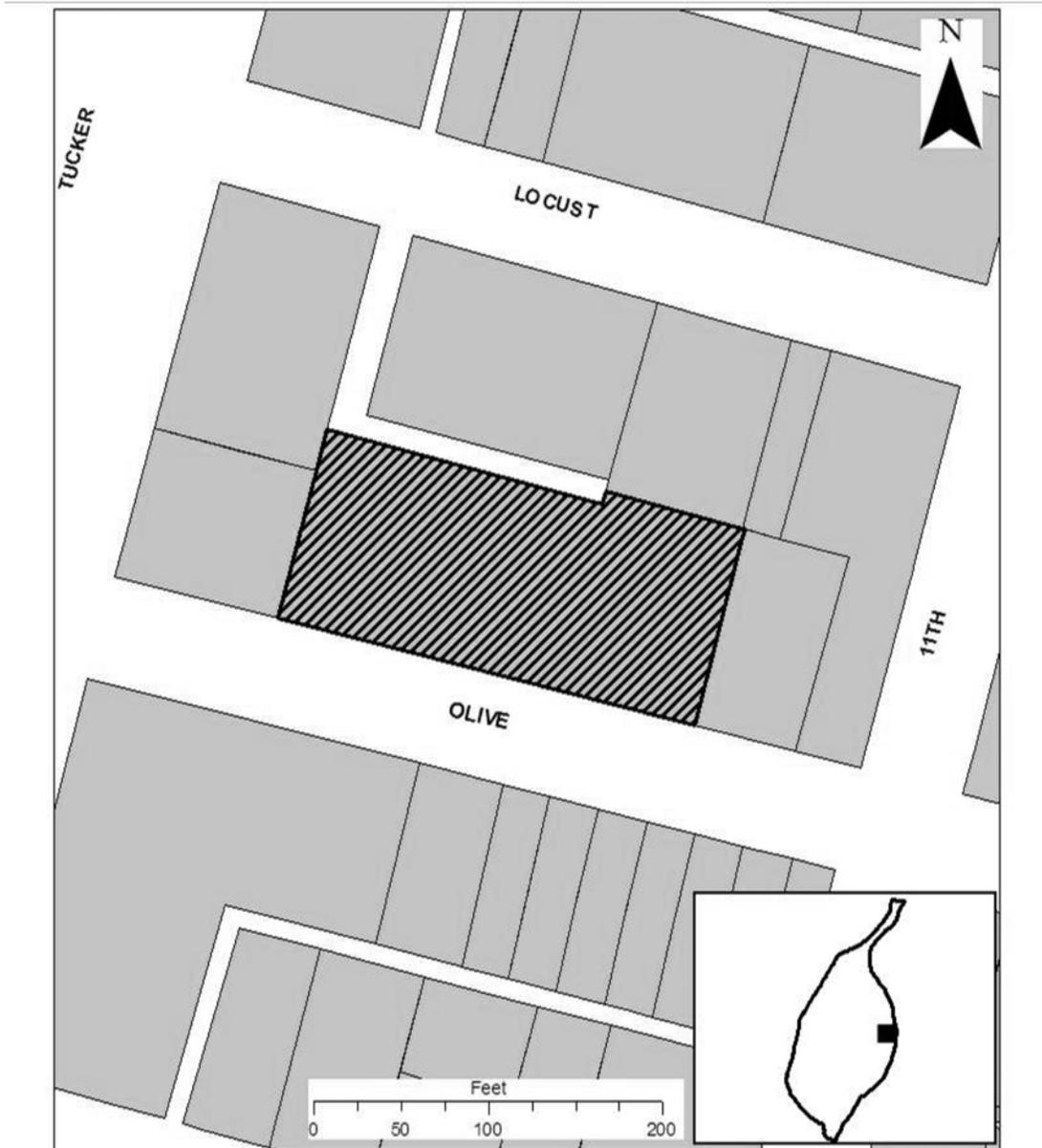
Should you have any questions, please do not hesitate to call.

Sincerely,



APPENDIX 8
1111 OLIVE TIF REDEVELOPMENT PLAN

GENERAL LAND USES TO APPLY



 Commercial Uses

Approved: March 16, 2010

ORDINANCE #68591
Board Bill No. 314

An Ordinance affirming adoption of a redevelopment plan, redevelopment area, and redevelopment project; authorizing the execution of a redevelopment agreement between the City of St. Louis and Infomedia, Inc.; prescribing the form and details of said agreement; designating Infomedia, Inc. as developer of the redevelopment area; making certain findings with respect thereto; authorizing other related actions in connection with the redevelopment of certain property within the redevelopment area; and containing a severability clause.

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

WHEREAS, on December 20, 1991, pursuant to Ordinance No. 62477, the Board of Aldermen of the City created the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”); and

WHEREAS, on December 16, 2009, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act (hereinafter defined) and received comments from all interested persons and taxing districts affected by the Redevelopment Plan and the redevelopment project described therein; and

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended (the “Act” or “TIF Act”), and after due consideration of the TIF Commission’s recommendations, the Board of Aldermen of the City of St. Louis, Missouri adopted Ordinance No. _____ [Board Bill No. ____] on _____, 2010, which Ordinance: (i) adopted and approved a redevelopment plan entitled the “1111 Olive TIF Redevelopment Plan” dated November 5, 2009 (the “Redevelopment Plan”) (ii) designated the 1111 Olive Redevelopment Area (as described in the Redevelopment Plan) as a “redevelopment area” as that term is defined in the TIF Act (the “Redevelopment Area”), (iii) adopted and approved the Redevelopment Project described in the Redevelopment Plan, (iv) adopted tax increment allocation financing within the Redevelopment Area, (v) established the City of St. Louis, Missouri “1111 Olive Special Allocation Fund,” and (vi) made certain findings with respect thereto, all as set forth in such Ordinance and in accordance with the requirements of the Act; and

WHEREAS, the Redevelopment Plan proposes to redevelop the Redevelopment Area by the acquisition of the property within the Redevelopment Area, the preparation of the site, and the development of commercial uses, as set forth in the Redevelopment Plan (the “Redevelopment Project,” or “TIF Project”); and

WHEREAS, pursuant to Ordinance No. _____ [Board Bill No. ____], the Board of Aldermen has determined that completion of the Redevelopment Project is of economic significance to the City, will serve to benefit the general welfare, qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act, and further, that redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible without the adoption of tax increment allocation financing and would not otherwise be completed; and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment allocation financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act and as set forth herein; and

WHEREAS, it is necessary and desirable and in the best interest of the City to enter into an agreement with Infomedia, Inc., a Missouri corporation (the “Developer”), in order that Developer may complete the Redevelopment Project which will provide for the promotion of the general welfare through redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City of St. Louis, providing for a plan for the optimal growth of the City of St. Louis, encouragement of a sense of community identity, safety and civic pride and the elimination of impediments to development in the City of St. Louis; and

WHEREAS, pursuant to the provisions of the TIF Act, the City is authorized to enter into a redevelopment agreement with the Developer, setting forth the respective rights and obligations of the City and Developer with regard to the redevelopment of the Redevelopment Area (the “Redevelopment Agreement”); and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Redevelopment Agreement attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act and the

Redevelopment Plan.

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

SECTION ONE. The Board of Aldermen hereby ratifies and confirms its approval of the Redevelopment Plan, Redevelopment Area, and Redevelopment Project. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the Redevelopment Agreement with Infomedia, Inc., as Developer of the Redevelopment Area, in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for completion of the Redevelopment Project.

SECTION TWO. The Board of Aldermen finds and determines that the assistance of tax increment financing is necessary and desirable in order to implement the Redevelopment Project and to enable Infomedia, Inc. as Developer of the Redevelopment Area, to carry out its proposal for completion of the Redevelopment Project.

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

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

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

SECTION SIX. It is hereby declared to be the intention 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 SEVEN. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over his veto; *provided that* if, within ninety (90) days after the effective date of this Ordinance, the Developer has not (i) executed a redevelopment agreement pertaining to the Redevelopment Project and (ii) paid all fees due to the City in accordance with the terms of the redevelopment agreement, the provisions of this Ordinance shall be deemed null and void and of no effect and all rights conferred by this Ordinance on Developer, shall terminate, *provided further*, however, that prior to any such termination the Developer may seek an extension of time in which to execute the Redevelopment Agreement, which extension may be granted in the sole discretion of the Board of Estimate and Apportionment of the City of St. Louis.

Exhibit A
1111 OLIVE TIF REDEVELOPMENT AGREEMENT

REDEVELOPMENT AGREEMENT

Between the

CITY OF ST. LOUIS, MISSOURI

And

INFOMEDIA, Inc.

Dated as of _____, 2010
1111 Olive Redevelopment Project

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EXHIBIT B Reimbursable Redevelopment Project Costs

EXHIBIT C Form of Certificate of Commencement of Construction

EXHIBIT D Form of Certificate of Reimbursable Redevelopment Project Costs

EXHIBIT E Form of Certificate of Substantial Completion

EXHIBIT F Equal Opportunity and Nondiscrimination Guidelines

EXHIBIT G Form of MBE/WBE Subcontractor’s List

EXHIBIT H Form of MBE/WBE Utilization Statement

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “*Agreement*”) is made and entered into as of this ____ day of _____, 2010, by and between the **CITY OF ST. LOUIS, MISSOURI** (the “*City*”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and **INFOMEDIA, INC.** (the “*Developer*”), a corporation duly incorporated and existing under the laws of the State of Missouri. (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in **Article I** of this Agreement.)

RECITALS

A. Pursuant to Ordinance No. 62477, adopted and approved on December 20, 1991, the Board of Aldermen duly formed the Tax Increment Financing Commission of the City of St. Louis, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, (2000) (the “TIF Act”), and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. The City published a notice on November 20, 2009 and December 11, 2009 in the St. Louis Daily Record, a newspaper of general circulation within the City, soliciting proposals for the redevelopment of the Redevelopment Area (as hereinafter defined), and made such requests for proposals available for potential developers of the Redevelopment Area.

C. The Developer submitted its development proposal dated October 2009 (as may be amended from time to time, the “Redevelopment Proposal”) to the TIF Commission for redevelopment of the Redevelopment Area.

D. On December 16, 2009, following a public hearing held on that date, in accordance with the TIF Act, the TIF Commission adopted a resolution approving the Redevelopment Plan titled "1111 Olive TIF Redevelopment Plan" dated November 5, 2009, (as may be amended from time to time, the "Redevelopment Plan"), the Redevelopment Project described in the Redevelopment Plan (the "Redevelopment Project") and the Redevelopment Area, and recommending that the Board of Aldermen: (1) adopt tax increment financing with respect to the Redevelopment Area by passage of an ordinance complying with the terms of Section 99.845 of the Act; and (2) adopt an ordinance in the form required by the Act (a) approving the Redevelopment Plan, (b) approving and designating the Redevelopment Area as a "redevelopment area" as provided in the Act, (c) approving the Redevelopment Project, and (d) creating the 1111 Olive Special Allocation Fund.

E. On _____, 2010, after due consideration of the TIF Commission's recommendations, the Mayor signed Ordinance No. _____ [Board Bill No. ____] designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, approving the Redevelopment Project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area and establishing the Special Allocation Fund.

F. On _____, 2010, the Mayor signed Ordinance No. _____ [Board Bill No. ____] affirming adoption of the Redevelopment Area, Redevelopment Plan and Redevelopment Project, designating the Developer as developer of the Redevelopment Area, and authorizing the City to enter into this Agreement with Developer.

G. On _____, 2010, the Mayor signed Ordinance No. _____ [Board Bill No. ____] authorizing the issuance of TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project and pledging TIF Revenues to the payment of the TIF Notes.

H. The Board of Aldermen hereby determines that the acceptance of the Redevelopment Proposal and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinance Nos. _____, _____, and _____ [Board Bill Nos. ____, ____, and ____], the City is authorized to enter into this Agreement, to issue TIF Notes as evidence of the City's obligation to pay certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge TIF Revenues to the payment of the TIF Notes.

J. The City acknowledges and agrees that Developer is not performing the Work as a direct service to the City. Rather, the City has agreed to issue TIF Notes and Pledge TIF Revenues to the payment of the TIF Notes because the City will recognize indirect benefits, as set forth in the Approving Ordinance, which improve and benefit the general welfare of the community as a result of Developer's completion of the Redevelopment Project. Consequently, the City has agreed to pay for certain Redevelopment Project Costs as set forth in this Agreement, and in consideration therefor Developer has agreed to subject itself and the Property to the terms and conditions set forth below.

AGREEMENT

Now, therefore, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"*Acquisition Costs*" means the consideration paid to a third party to acquire fee simple interest in the Property.

"*Act*" or "*TIF Act*" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri (2000), as amended.

"*Agreement*" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"*Approved Investors*" means (a) the Developer or a Related Entity, (b) an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business company or enterprise with total assets in excess of \$50,000,000.

“*Approving Ordinance*” means Ordinance No. _____ [Board Bill No. ____] designating the Redevelopment Area, approving the Redevelopment Plan, approving the Redevelopment Project, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund.

“*Authority*” means The Industrial Development Authority of The City of St. Louis, Missouri, a public corporation duly organized under Chapter 349 of the Revised Statutes of Missouri.

“*Authorizing Ordinance*” means Ordinance No. _____ [Board Bill No. ____] affirming approval and adoption of the Redevelopment Plan, Redevelopment Project, and designation of the Redevelopment Area, designating Developer as the developer of the Redevelopment Area, and authorizing the City to enter into a Redevelopment Agreement with Developer.

“*Available Revenues*” means all monies on deposit from time to time (including investment earnings thereon) in (a) the PILOTS Account, and (b) subject to annual appropriation, the EATS Account that have been appropriated to the repayment of the TIF Notes, excluding (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer or (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum.

“*Board of Aldermen*” means the Board of Aldermen of the City.

“*Bond Counsel*” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“*Bond Proceeds*” means the gross cash proceeds from the sale of TIF Bonds before payment of Issuance Costs, together with any interest earned thereon.

“*Certificate of Commencement of Construction*” means a document substantially in the form of **Exhibit C**, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of the Redevelopment Project.

“*Certificate of Reimbursable Redevelopment Project Costs*” means a document substantially in the form of **Exhibit D**, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project.

“*Certificate of Substantial Completion*” means a document substantially in the form of **Exhibit E**, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing the Developer’s satisfaction of all obligations and covenants to construct or cause the construction of the Redevelopment Project in accordance with the Redevelopment Plan and this Agreement.

“*City*” means the City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri.

“*City Clerk*” means the Register of the City.

“*Comptroller*” means the Comptroller of the City.

“*Construction Plans*” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“*Developer*” means Infomedia, Inc., a corporation duly organized and existing under the laws of the State of Missouri, or its permitted successors or assigns in interest. The Developer submitted the Redevelopment Proposal and is also referenced as the developer in the Authorizing Ordinance, the Approving Ordinance, and the Note Ordinance.

“*Disclosure Counsel*” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to offerings of municipal securities duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“*Economic Activity Taxes*” or “*EATs*” shall have the meaning ascribed to such term in Section 99.805(4) of the TIF Act.

“*EATS Account*” the account within the Special Allocation Fund established by the City and the Comptroller pursuant to Section 6.1 hereof, into which the City shall promptly deposit all EATS, including, but not limited to, the gross receipts tax on electricity set forth in Section 23.30.030 of the St. Louis City Revised Code.

“*Governmental Approvals*” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for the implementation of the Redevelopment Project related to the Redevelopment Area and consistent with the Redevelopment Plan and this Agreement.

“*Issuance Costs*” means the amount set forth in **Section 2.2(v)** of this Agreement incurred by the City in furtherance of the issuance of TIF Notes plus all costs reasonably incurred by the City in furtherance of the issuance of TIF Obligations, including without limitation the fees and expenses of financial advisors and consultants, the City’s attorneys (including issuer’s counsel, Disclosure Counsel and Bond Counsel), the City’s administrative fees and expenses (including fees and costs of its planning consultants and the SLDC), underwriters’ discounts and fees, the costs of printing any TIF Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any TIF Obligations.

“*MBE/WBE Compliance Officer*” means the City’s Assistant Airport Director, Department of MBE/WBE Certification and Compliance.

“*MBE/WBE Subcontractor’s List*” means the form of City of St. Louis MBE/WBE Subcontractor’s List published by the Board of Public Service of the City, such form being attached hereto as **Exhibit G** and incorporated herein by this reference.

“*MBE/WBE Utilization Statement*” means the form of City of St. Louis MBE/WBE Utilization Statement prepared by the Board of Public Service of the City published by the Board of Public Service of the City, such form being attached hereto as **Exhibit H** and incorporated herein by this reference.

“*Maturity Date*” means the date that is twenty three (23) years after the effective date of the Approving Ordinance.

“*Note Ordinance*” means Ordinance No. _____ [Board Bill No. ____] adopted by the Board of Aldermen and signed by the Mayor authorizing the TIF Note(s) and TIF Obligations, any trust indenture relating thereto, and all related proceedings.

“*Original Purchaser*” the Developer, a Related Entity, the Project Lender or a Qualified Institutional Buyer; provided, however, that any such Related Entity or Project Lender shall also qualify as an Approved Investor and shall be designated in writing by the developer as the Original Purchaser.

“*Payments in Lieu of Taxes*” or “*PILOTS*” shall have the meaning ascribed to such term in Section 99.805(11) of the TIF Act.

“*PILOTS Account*” the account within the Special Allocation Fund established by the City and the Comptroller pursuant to Section 6.1 hereof, into which the City shall promptly deposit all PILOTS.

“*Post Completion Funding Source*” means each of the following sources:

(i) Tax Credits:

(a) the total value of the proceeds from the sale of any transferable tax credits approved for the Redevelopment Project, based on the amounts approved by the tax credit issuing authority and the purchase prices for such credits set forth in any tax credit purchase agreement; if, pursuant to such purchase agreement, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted, the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate; if no tax credit purchase agreement has been executed, then the total value of such proceeds shall be calculated as 87% of the amount approved by the tax credit issuing authority.

(b) the equity and/or loan proceeds available from investor members or partners in the Redevelopment Project who will be entitled to receive any non-transferable tax credits approved for the Redevelopment Project, per the ownership documentation for the Redevelopment Project property; if, pursuant to such ownership documentation, any portion of the proceeds is to be paid subsequent to the date upon which the statement required by **Section 4.3** is submitted,

the present value of such portion shall be calculated by the City using a time period determined by the City to be reasonable and a 7% present value rate ; provided, that, if the Project has been approved for a New Markets Tax Credit investment by a New Markets Tax Credit allocation, but has not yet entered into any agreement pursuant to which such loan or equity proceeds shall be made available, then the value of such proceeds shall be 25% of the face value of the approved New Markets Tax Credit investment.

The Developer shall substantiate the amount of any tax credits approved for the Redevelopment Project and the proceeds or equity related thereto by providing to the City documentation from accountants, tax credit authorities and tax credit purchasers or investors.

(ii) Sales Proceeds:

(a) all net sales proceeds actually derived from the sale of any portion of the Redevelopment Project, which net sales proceeds shall be documented by copies of the seller's closing statements for such sales, and (b) if, at the time of the submittal required pursuant to **Section 4.3** of this Agreement, there remain units or portions of the Redevelopment Project which are being marketed and listed as for-sale but are unsold, ninety percent (90%) of the average sale price for all sold units or portions, taking into account the size, location and amenities associated with such sold units as compared to the unsold units or portion, discounted by (a) a percentage equal to the average sales commissions paid to unrelated third parties and applied to the discounted listing price; and (b) closing costs for sold units (stated as the average amount of closing costs for such sold units).

(iii) TIF Financing: the maximum amount of TIF financing available to the Redevelopment Project, as such amount is set forth in **Section 4.1** hereof; and

(iv) Value of Income-Producing Space:

if the Redevelopment Project includes any leased space or space intended for lease (such space being the "Income-Producing Space"), the value of such Income Producing Space, which value shall be calculated by dividing the Stabilized Net Operating Income (as defined below) of such Income Producing Space by a capitalization rate of nine and one-half percent (9.5%). In addition to the other materials required to be submitted by subparagraph 4.3 hereof, Developer shall submit a 10-year operating proforma, including income and expense projections, for all Income-Producing Space in the Redevelopment Project, together with copies of all leases, letters of intent, and operating expense documentation, if any, related to such Income-Producing Space.

"*Project Fund*" means the Project Fund created in the Note Ordinance.

"*Project Lender*" means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer or a Related Entity to be used for construction of the Redevelopment Project and has secured such loan with a mortgage or security interest in the Redevelopment Project.

"*Property*" means the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) and existing improvements in the Redevelopment Area as set forth in the Redevelopment Plan.

"*Qualified Institutional Buyer*" means a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933.

"*Redevelopment Area*" means the real property described in **Exhibit A**, attached hereto and incorporated herein by reference.

"*Redevelopment Plan*" means the plan titled "1111 Olive TIF Redevelopment Plan" dated November 5, 2009, as may be amended from time to time, approved by the City pursuant to the Approving Ordinance; as such plan may from time to time be amended in accordance with the TIF Act.

"*Redevelopment Project*" means the Redevelopment Project identified by the Redevelopment Plan, consisting of the rehabilitation and redevelopment of the building in the Redevelopment Area into commercial space, as further set forth in the Redevelopment Plan.

"*Redevelopment Project Costs*" shall have the meaning ascribed to such term in Section 99.805(15) of the TIF Act.

“*Redevelopment Proposal*” means the document on file with the City and incorporated herein by reference, titled “1111 Olive TIF Application,” dated October 2009 and submitted by the Developer to the City.

“*Reimbursable Redevelopment Project Costs*” means those Redevelopment Project Costs as described in **Exhibit B**, attached hereto and incorporated herein by reference, which the City will pay for exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

“*Related Entity*” means any party or entity related to the Developer by one of the relationships described in Section 267(b), Section 707(b)(1)(A) or Section 707(b)(1)(B) of the Internal Revenue Code of 1986, as amended.

“*Relocation Plan*” means the relocation plan of the City for the Redevelopment Area as contained in the Redevelopment Plan, which relocation plan was adopted on December 20, 1991, pursuant to Ordinance No. 62481.

“*SLDC*” means the St. Louis Development Corporation, a non-profit corporation organized and existing under the laws of the State of Missouri.

“*Special Allocation Fund*” means the 1111 Olive Special Allocation Fund, created by the Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts for the Redevelopment Project into which TIF Revenues are from time to time deposited in accordance with the TIF Act and this Agreement.

“*Stabilized Net Operating Income*” shall be calculated as follows:

(a) For any portion of the Income Producing Space which has actually been leased, the annualized rental income from such space, less annualized actual and/or reasonable operating expenses as determined by the City (excluding debt service);

PLUS

(b) For any portion of the Income Producing Space which is available for lease but has not been leased, the result of the following equation:

(i) the amount of net leaseable square footage multiplied by the average annual rent per square foot of the Income Producing Space which has been actually leased, taking into account the size, location and amenities associated with such space not yet leased as compared to the space leased (provided, that if no such space has been actually leased, the lease rate(s) used shall be the lease rate(s) specified by the Developer in the TIF;

LESS

(ii) the amount of net leaseable square footage multiplied by the average annualized actual and/or reasonable operating expenses as determined by the City (excluding debt service) per square foot of the Income Producing Space .

The City shall incorporate a 7% vacancy rate for all Income-Producing Space.

“*TIF Bonds*” means tax increment revenue bonds, if any, authorized and issued by the Authority in accordance with the TIF Act and this Agreement.

“*TIF Commission*” means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

“*TIF Notes*” means one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance, to evidence the City’s limited obligation to pay for Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project on behalf of the City in accordance with the TIF Act and this Agreement.

“*TIF Obligations*” means TIF Bonds, TIF Notes or other obligations, singly or in series, issued by the City or the Authority, as the case may be, pursuant to the TIF Act and in accordance with this Agreement.

“*TIF Revenues*” means: (1) payments in lieu of taxes (as that term is defined in Section 99.805(11) of the TIF Act) attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property

located within the Redevelopment Area over and above the initial equalized assessed value (as that term is used and described in Sections 99.845.1 and 99.855.1 of the TIF Act) of each such unit of property, as paid to the City Treasurer by the City Collector of Revenue during the term of the Redevelopment Plan and the Redevelopment Project, and (2) subject to annual appropriation by the Board of Aldermen, fifty percent (50%) of the total additional revenues from taxes which are imposed by the City or other taxing districts (as that term is defined in Section 99.805(17) of the TIF Act) and which are generated by economic activities within the Redevelopment Area over the amount of such taxes generated by economic activities within the Redevelopment Area in the calendar year ending December 31, 2009 (subject to annual appropriation by the City as provided in the TIF Act), as defined and described in Sections 99.805(4) and 99.845 of the TIF Act, but excluding therefrom personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, and licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, all as provided in Section 99.845 of the TIF Act. Notwithstanding the foregoing, TIF Revenues shall not include the operating levy for school purposes (as such term is defined in 163.011(12), RSMo) imposed by the Transitional School District of the City of St. Louis.

“*Trustee*” means the trustee or fiscal agent for any issue of TIF Obligations.

“*Verified Total Project Costs*” means the sum total of all reasonable or necessary costs incurred in connection with the Redevelopment Project, and any such costs incidental to the Redevelopment Project or the Work, including, but not limited to, all Acquisition Costs, Redevelopment Project Costs and Reimbursable Redevelopment Project Costs, as limited by the provisions of **Section 4.3** hereof.

“*Work*” means all work necessary to prepare the Redevelopment Area and to construct or cause the construction and completion of the Redevelopment Project described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, including but not limited to: (1) property acquisition; (2) site preparation and environmental remediation; (3) rehabilitation, renovation or reconstruction of existing structures or construction of new improvements within the Redevelopment Area; (4) construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or public improvements, including without limitation surrounding roads, sidewalks, sewer, water, electrical, parking and other utilities; (5) professional services, including, but not limited to, architecture, engineering, surveying, financing, legal, planning and consulting; (6) and all other work described in the Redevelopment Proposal, Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II. ACCEPTANCE OF PROPOSAL

2.1. Developer Designation. The City hereby selects the Developer to perform or cause the performance of the Work in accordance with the Redevelopment Plan and this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Redevelopment Plan shall govern. Any requirement imposed upon Developer shall be satisfied to the extent Developer takes such action or causes such action to be taken.

2.2 Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work, all subject to the Developer’s right to abandon the Redevelopment Project and to terminate this Agreement as set forth in **Section 7.1** of this Agreement. Additionally, and not by way of limitation:

(i) the City acknowledges payment by the Developer of a Five Thousand Dollar and no/100 (\$5,000.00) TIF Application Fee;

(ii) the City acknowledges that, prior to the execution of this Agreement, the Developer paid the sum of Seven Thousand Fifty Dollars and no/100 (\$7,050.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies have been paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iii) the Developer shall, within ten (10) days after the date of execution of this Agreement, pay the sum of Seven Thousand Fifty Dollars and no/100 (\$7,050.00) (which sum represents 0.3% of the maximum amount of TIF Notes allowed to be issued by the City pursuant to **Section 4.1** of this Agreement), which monies shall be paid one half to the Comptroller and one half to the SLDC to reimburse the Comptroller and the SLDC for their administrative costs in reviewing the Redevelopment Plan and the Redevelopment Proposal;

(iv) the Developer shall pay to the Comptroller an additional amount to reimburse the Comptroller for its actual legal expenses incurred in connection with the review of the Redevelopment Proposal, the review and adoption of the Redevelopment Plan and the negotiation, execution and implementation of the Redevelopment Agreement, which amount shall be paid as follows: (i) all such costs incurred through the date of execution of the Redevelopment Agreement shall be paid within ten (10) days after the execution of the Redevelopment Agreement, and (ii) all such costs incurred after the date of execution of the Redevelopment Agreement and prior to the date upon which the City receives from Developer a Certificate of Reimbursable Redevelopment Project Costs shall be paid concurrently with the initial issuance of the TIF Notes; and

(v) the Developer shall, concurrently with the issuance of any TIF Notes, pay to the City a flat fee to be reasonably determined by the City in its sole discretion at the time of issuance to pay for the City's Issuance Costs of such TIF Notes; and

(vi) any amounts advanced to the City shall represent Reimbursable Redevelopment Project Costs to be paid exclusively from the proceeds of TIF Obligations as provided in and subject to **Articles IV and V** of this Agreement.

ARTICLE III. CONSTRUCTION OF REDEVELOPMENT PROJECT

3.1 Acquisition of Property. Developer represents that, as of the date of this Agreement, Developer, Xiolink, LLC, or a Related Entity is the fee owner or owner under contract of the Property. Any additional properties acquired by the Developer for completion of the Work shall be held in the name of the Developer, Xiolink, LLC, or a Related Entity and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition.

3.2 Condemnation. As of the date of this Agreement, it is not anticipated that the exercise of the power of eminent domain will be necessary to acquire any portion of the Property in the Redevelopment Area.

3.3 Relocation. The Developer shall identify any Displaced Person (as defined in Ordinance No. 62481 of the City) that is entitled to relocation payments or relocation assistance under the Relocation Plan. The City shall, at the Developer's sole cost and expense, subject to payment as a Reimbursable Redevelopment Project Cost in accordance with **Article IV** of this Agreement, coordinate such relocation payments and relocation assistance in accordance with the Relocation Plan.

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the construction of the Work within one hundred eighty (180) days of the date of this Agreement, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause the Work to be substantially complete not later than December 31, 2011 absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5** of this Agreement, Developer shall be granted additional time to complete the Work, but under no circumstance shall such time to complete the Work extend beyond December 31, 2012.

The Developer shall enter into or cause to be entered into one or more construction contracts with ARCO Construction, Bick Group, and Lafser & Associates to complete the Work, and shall obtain the advance written consent of the SLDC prior to changing such contractors, which consent shall not be unreasonably withheld or delayed. Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. To the extent that laws pertaining to prevailing wage and hour apply to any portion of the Work the Developer agrees to take all actions necessary to apply for the wage and hour determinations and otherwise comply with such laws.

3.5 Governmental Approvals. The City and, at its direction, the SLDC agree to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

3.6 Construction Plans; Changes. The Construction Plans shall be prepared by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations. During the progress of the Work, the Developer may make such reasonable changes, including without limitation modification of the construction schedule, subject to the provisions of **Section 3.4**, including but not limited to, dates of commencement and completion (subject to the time limitations set forth in this Agreement), modification of the areas in which the Work is to be performed, relocation, expansion or

deletion of items, revisions to the areas and scope of Work, and any and all such other changes as site conditions or orderly development may dictate or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that (a) the Developer shall comply with all laws, regulations and ordinances of the City and (b) prior to any material changes, the Developer shall obtain the advance written consent of the SLDC, which consent shall not be unreasonably withheld or delayed. For purposes of this **Section 3.6**, "material changes" shall mean (i) any change that could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within the Redevelopment Area to an amount less than 90% of the aggregate amount of TIF Revenues as projected in that certain Cost-Benefit Analysis for the 1111 Olive TIF Redevelopment Plan dated as of November 5, 2009 (as may be amended), and placed on file with SLDC; or (ii) any change that would reduce the final total square footage of commercial space by more than ten percent (10%) of the estimated commercial square footage set forth in that certain Cost-Benefit Analysis for the 1111 Olive TIF Redevelopment Plan dated as of November 5, 2009 (as may be amended), and placed on file with SLDC.

3.7. Certificate of Commencement of Construction. The Developer shall furnish to the SLDC, with a copy to the Comptroller, a Certificate of Commencement of Construction, which certificate shall be submitted for the Redevelopment Project in accordance with the schedule set forth in **Section 3.4** of this Agreement and in the form of **Exhibit C** attached hereto and incorporated herein by reference. The Certificate of Commencement of Construction shall be deemed accepted by the SLDC upon receipt of the same.

3.8. Certificate of Substantial Completion. Promptly after substantial completion of the Work, the Developer shall furnish to the City and the SLDC a Certificate of Substantial Completion. The Mayor or his designee and the SLDC shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City and the SLDC unless, within thirty (30) days following delivery of the Certificate of Substantial Completion, the Mayor or his designee or SLDC furnishes the Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the Mayor or his designee or SLDC, within thirty (30) days following delivery of the Certificate of Substantial Completion provides the Developer with specific written objections to the status of the Work, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the Mayor or his designee or the SLDC in accordance with this Section and the thirty (30) day period shall begin anew. Upon acceptance of the Certificate of Substantial Completion by the Mayor or his designee and the SLDC for the Redevelopment Project, or upon the lapse of thirty (30) days after delivery thereof to the Mayor or his designee and the SLDC without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the City's Recorder of Deeds, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform all the Work. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit E**, attached hereto and incorporated by referenced herein.

ARTICLE IV.

PAYMENT OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

4.1. City's Obligation to Pay Reimbursable Redevelopment Project Costs . Subject to the terms of the Note Ordinance and this Agreement, the City agrees to pay for the verified Reimbursable Redevelopment Project Costs in a total amount not to exceed Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) plus Issuance Costs to be allocated to the Redevelopment Project.

Subject to the terms of the Note Ordinance and this Agreement, the City agrees to issue TIF Notes to an Original Purchaser to evidence the City's obligation to pay for the verified Reimbursable Redevelopment Project Costs in an amount not to exceed **Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000)**, plus Issuance Costs and interest as provided in Section 5.2 of this Agreement, subject to the limitations of **Article IV** of this Agreement.

4.2. Payment Limited to Reimbursable Redevelopment Project Costs; Developer's Right to Substitute. Nothing in this Agreement shall obligate the City to issue TIF Notes or to pay for any cost that is not incurred pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(15) of the TIF Act. The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for payment under the TIF Act. Within thirty (30) days of the City's receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs. The parties agree that each of the categories of costs set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, shall constitute Reimbursable Redevelopment Project Costs which are eligible for payment by the City in accordance with the TIF Act and this

Agreement. The City shall pay for Redevelopment Project Costs from any of the categories set forth in **Exhibit B** up to the maximum aggregate amount established in Section 4.1 of this Agreement; provided, that the Developer shall be obligated to advance to the City the full amounts identified in **Section 2.2, clauses (i)-(v)**, of this Agreement. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a "redevelopment project cost" under Section 99.805(15) of the TIF Act, the City shall so notify the Developer in writing within the thirty (30) day period referenced in this **Section 4.2**, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment and the thirty (30) day period shall begin anew. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within thirty (30) days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

4.3 Cost Savings and Excess Profits. Within one hundred eighty (180) days after the submission of the Certificate of Substantial Completion by Developer in accordance with **Section 3.8** of this Agreement, Developer also shall furnish to the City for the City's review and approval, (a) a statement of Verified Total Project Costs, with evidence of billings and payments for each expenditure, including itemized invoices, receipts, and pay applications or other evidence of payment as appropriate for the type of cost; and (b) a statement of each and every Post Completion Funding Source for the Redevelopment Project. If the Redevelopment Project includes a for-sale condominium component, the statements required by this **Section 4.3** shall not be submitted until a minimum of 80% of the condominium units included in the Redevelopment Project have been sold, and such statements shall be submitted within sixty (60) days following such sale of 80% of such condominium units.

Developer shall not include developer fees, project management, construction management or consultant fees for any service typically performed by the Developer in the Verified Total Project Costs. With respect to any other costs for any services provided by the Developer or any entity related to Developer, the amount of such costs shall not exceed the amount set forth in the Redevelopment Plan for such services, or, if the cost for such service is not explicitly set forth in the Redevelopment Plan as an individual line item, an amount determined by the City as acceptable. Moreover, if any of the owners, officers, principals or members of the construction contractor for the Redevelopment Project are the same as any owner, officer, principal or member of Developer or general partner in the owner of the development, amounts allowed for aggregate contractor fees shall not exceed eighteen percent (18%) of construction costs as provided for in the Missouri Housing Development Commission's 2005 Qualified Allocation Plan for the Low Income Housing Tax Credit Program, and Developer shall include documentation, including detailed invoices and receipts for payment, for each and every item of costs traceable to third parties with no relationship to Developer, in addition to summary pay applications submitted to Developer by the construction contractor. The City shall determine whether particular costs are general requirements and includable in the contractor's fee allowance or are construction costs to which the aggregate contractor's fee allowance shall be applied, using the Cost Certification Guide promulgated by the Missouri Housing Development Commission as a guide for such determinations. The City shall complete its review of the statements and other documentation provided by the Developer pursuant to this Section and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Should the City notify Developer that the documentation submitted by the Developer is not acceptable or is not complete, the City shall specify which items of documentation are missing or unacceptable and the manner in which Developer may remedy such deficiencies, and Developer may make supplemental submissions to address such deficiencies, provided, however, that such supplemental submissions shall not include any materials with respect to costs incurred or other events that have taken place subsequent to the date the original submission was made. If requested by the City, Developer shall also submit an affidavit as to the accuracy of the statements as to the costs, the relationship of any payee to the Developer, the accuracy of the statements as to the amounts and types of tax credits received or other funding sources received, and the veracity of any other aspect of the statements of Verified Total Project Costs or Post-Completion Funding Sources. The City shall review any supplemental materials provided by the Developer within forty-five (45) days of receipt and shall notify Developer if such documentation is acceptable and complete within forty-five (45) days of receipt by the City. Developer shall respond to any notification by the City pursuant to this section within sixty (60) days of receipt of such notification. Once the City has issued any such notification, the City shall not be required to make the calculations specified in the following paragraph until the City has received all documentation deemed necessary by the City in order to make such calculations, provided, however, that if Developer fails to respond to any notification within such sixty (60) day period, the City shall have the right to finalize the calculations specified in the following paragraph based on the information and documentation then available to the City and the Developer shall accept the results of such finalized calculations for purposes of the discharge of TIF notes as specified in the following paragraph. Either the City or the Developer may waive or extend the time periods for notification and response set forth herein.

To the extent that, in the City's determination, the sum of Post Completion Funding Sources as identified by the City exceeds the sum of: (x) Verified Total Project Costs, plus (y) four percent (4%) of the Acquisition Costs, plus (z) fifteen percent (15%) of all Verified Total Project Costs other than Acquisition Costs, then Developer hereby agrees that the maximum amount of Reimbursable Redevelopment Project Costs for which the City will pay as provided for in **Section 4.1** of this Agreement and the maximum amount of any TIF Notes which shall be issued by the City in accordance with **Section 5.2** of this Agreement shall be reduced by an amount in the aggregate equal to seventy-five percent (75%) of the total amount of such excess, as calculated by the

City in accordance herewith. Developer agrees that the City may discharge any TIF Notes already issued at the time of such calculation in an amount in the aggregate equal to seventy-five percent (75%) of the total excess.

4.4. City's Obligations Limited to Special Allocation Fund and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, TIF Notes issued by the City to the Developer for Reimbursable Redevelopment Project Costs are payable only from the Special Allocation Fund and from Bond Proceeds, if any, and from no other source. The City has not pledged its full faith and credit relative to the City's obligation to issue the TIF Obligations or to pay any Reimbursable Redevelopment Project Costs. The TIF Obligations shall be special, limited obligations of the City, and shall not constitute debt to the City within any constitutional or statutory meaning of the word "debt."

ARTICLE V. TIF OBLIGATIONS

5.1. Conditions Precedent to the Issuance of TIF Notes. No TIF Notes shall be issued until such time as the City has (i) accepted a Certificate of Substantial Completion in accordance with the procedures set forth in **Section 3.8** of this Agreement; (ii) approved a Certificate of Reimbursable Redevelopment Project Costs in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference, in accordance with the procedures set forth in **Section 4.2** of this Agreement; (iii) obtained an opinion of Bond Counsel regarding the taxable nature of the TIF Notes; (iv) received the full payment of all advances required to be paid under **Section 2.2** of this Agreement; and (v) received such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this **Section 5.1**.

5.2. Issuance of TIF Notes. The City agrees to issue one or more TIF Notes as provided in this Agreement and the Note Ordinance to pay for Reimbursable Redevelopment Project Costs up to the maximum amount established in **Section 4.1** of this Agreement, subject to the limitations of Article IV of this Agreement. The TIF Notes shall be in the form attached to the Note Ordinance as **Exhibit B**, provided that if the Note Ordinance is repealed or otherwise amended to amend such form of TIF Note, the TIF Notes shall not be amended for the purposes of this Agreement without the written consent of Developer.

5.2.1. Terms. Each TIF Note shall bear interest at a fixed rate per annum determined on the date that is not less than ten (10) and not more than sixty (60) business days prior to the scheduled closing date for issuance of the TIF Notes (the "Pricing Date") based on the municipal yield curve for general obligation bonds (the "MMD") compiled by Municipal Market Data Line ® (or its successors) and published by Thomson Financial, an operating unit of The Thomson Corporation (or its successors) using the MMD yield published as of the Issuance Date for general obligation bonds rated "AAA" that mature in the same year as the TIF Notes, (i) plus four percent (4%) if the interest on such TIF Note, in the opinion of Bond Counsel, is not exempt from Federal income taxation (the "Taxable Rate"), or (ii) plus two percent (2%) if the interest on such TIF Note, in the opinion of Bond Counsel, is exempt from Federal income taxation (the "Tax Exempt Rate"); provided, in no event shall the interest rate on the TIF Notes exceed ten percent (10%) per annum. All TIF Notes shall have a stated maturity of the Maturity Date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The TIF Notes shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for.

5.2.2. Procedures for Issuance of TIF Notes. Within a reasonable period of time not to exceed ninety (90) days of Developer's satisfaction of the conditions of **Section 5.1** of this Agreement the City shall issue a TIF Note to an Original Purchaser evidencing payment of Reimbursable Redevelopment Project Costs. Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of a TIF Note as provided in this **Section 5.2.2**, the Developer shall be deemed to have advanced funds necessary to purchase such TIF Notes and the City shall be deemed to have deposited such funds in the Project Fund and shall be deemed to have paid the Developer in full for such costs from the amounts deemed to be on deposit in the Project Fund from time to time.

5.2.3. Special Mandatory Redemption of TIF Notes. All TIF Notes are subject to special mandatory redemption by the City, in whole at any time or in part on each March 1 and September 1 (each, a "Payment Date") occurring after the acceptance by the City of the Certificate of Substantial Completion at a redemption price equal to 100% of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.

5.3 Issuance of TIF Bonds.

5.3.1. The City may, in its sole and absolute discretion, issue, cause to be issued, TIF Bonds at any time in an amount sufficient to refund all or a portion of the outstanding TIF Notes.

5.3.2. Upon receipt of a written request by Developer and upon the City's underwriter's recommendation in favor of issuing TIF Bonds and recommendation of the principal amount thereof based on the criteria set forth below, the City shall use its best efforts to cause the Authority to issue TIF Bonds as described in this Section. The aggregate gross cash proceeds from the sale of the TIF Bonds before payment of Issuance Costs, together with any interest accrued thereon ("Bond Proceeds") of such TIF Bonds will be finally determined by the City after receiving the underwriter's recommendation based on the criteria set forth below. The City shall not be obligated to cause the Authority to issue such TIF Bonds unless the underwriter determines that all of the following criteria are satisfied as of the date of issuance of such bonds, unless such criteria are waived by the City's underwriter. Developer shall not have any liability for any costs associated with the issuance of TIF Bonds but shall bear its own costs and expenses, including any attorneys' fees and expenses, that Developer may incur in complying with this Section. Notwithstanding anything in this Section to the contrary, Developer shall be liable for all costs incurred by the City or the Authority in the event the Developer has requested the issuance of bonds and the City's underwriter has determined that such bonds cannot be issued at such time.

5.3.2.1 Criteria for Issuance. The underwriter's recommendation for issuance of TIF Bonds and the principal amount thereof shall be based on the following criteria:

- (i) Acceptance by the City of the Certificate of Substantial Completion;
- (ii) Review of projections of TIF Revenues available for debt service as proposed by an independent qualified consultant. Such projections must show that (A) if all available TIF Revenues were to be applied to the immediate repayment of the TIF Bonds, the TIF Bonds would reasonably be anticipated to be retired within twenty-three (23) years from the effective date of the Approving Ordinance, and (B) based on a maturity date twenty-three (23) years from the effective date of the Approving Ordinance, the TIF Bonds are reasonably likely to achieve debt service coverage ratio reasonably acceptable to the City's underwriter;
- (iii) Developer's documentation of stabilization of the Redevelopment Project for a minimum period of two (2) years after substantial completion as evidenced in a report to the City prepared by a qualified independent consultant to be paid for by the City, which report also sets forth TIF revenue projections for the Redevelopment Project in connection with the issuance of the TIF Bonds;
- (iv) The aggregate net projected debt service on the TIF Bonds (taking into account the principal portion of the TIF Bonds that are issued to establish a reserve fund and to pay Issuance Costs, and including any reserve fund earnings) will be lower than the net average annual debt service on the outstanding TIF Notes, unless the Developer voluntarily elects to defer or forgive principal of and/or interest on the TIF Notes in an amount necessary to make the aggregate net projected debt service on the TIF Bonds lower than the net average annual debt service on the outstanding TIF Notes; and
- (v) The TIF Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the TIF Notes to be redeemed.

5.4. Application of TIF Bond Proceeds. Proceeds of any TIF Bonds shall be applied:

5.4.1. To the payment of costs relating to the issuance of the TIF Bonds;

5.4.2. To the payment of outstanding principal of and interest on the TIF Notes to be refunded;

5.4.3. To the payment of capitalized interest on the TIF Bonds; and

5.4.4. To the establishment of a debt service reserve fund for the TIF Bonds in a reasonable amount of the principal amount of TIF Bonds to be issued, as to be determined by the City's underwriter.

5.5. Cooperation in the Issuance of TIF Obligations. Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, the Authority, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including disclosure of tenants of the Redevelopment Area and the non-financial terms of the leases between Developer and such tenants. Developer will not be required to disclose to the general public or any investor any proprietary or

confidential information, including financial information, pertaining to Developer, but upon the execution of a confidentiality agreement acceptable to Developer, Developer will provide such information to the City's financial advisors, underwriters and their counsel to enable such parties to satisfy their due diligence obligations. Developer shall make such compliance obligation a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement, provided, that Developer shall satisfy this and any other obligation under this Agreement to make any provision a covenant running with the land by recording this Agreement in the Office of the Recorder of Deeds of the City of St. Louis.

5.6. Subordinate Notes. TIF Notes may be issued in two series, with one series subordinate to TIF Notes of the other series issued hereunder (the "Subordinate Notes"), such that no payment of principal or interest on any such Subordinate Notes may be made while any TIF Notes are outstanding. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.2** and **6.3** of this Agreement.

If the amount of TIF Bonds issued pursuant to this Agreement is insufficient to refund all of the outstanding TIF Notes, the TIF Notes remaining outstanding shall be redeemed by the issuance of Subordinate Notes. Each Subordinate Note shall have the same maturity and have the same outstanding principal amount and the same interest rate as the TIF Note it redeems. All such Subordinate Notes shall be payable as to principal and interest according to the terms set forth in **Sections 5.4** and **6.3** of this Agreement.

5.7. City to Select Underwriter and Financial Advisor; Term and Interest Rate. The City shall have the right to select the designated underwriter (and such financial advisors and consultants as the underwriter and the City deem necessary for the issuance of the TIF Bonds) and underwriter's counsel. The final maturity of the TIF Bonds shall not exceed the maximum term permissible under the TIF Act. The TIF Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

ARTICLE VI. SPECIAL ALLOCATION FUND; COLLECTION AND USE OF TIF REVENUES

6.1. Creation of Special Allocation Fund. The City agrees to cause its Comptroller or other financial officer to maintain the Special Allocation Fund, including a "PILOTs Account," an "EATs Account," and such further accounts or sub-accounts as are required by this Agreement or as the Comptroller may deem appropriate in connection with the administration of the Special Allocation Fund pursuant to this Agreement. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the Board of Aldermen, the City will promptly upon receipt thereof deposit all Payments in Lieu of Taxes into the PILOTs Account and all Economic Activity Taxes into the EATs Account.

6.2. Certification of Base for PILOTS and EATS.

6.2.1. Upon the reasonable written request of the City, Developer shall use its best efforts to provide or cause to be provided to the Comptroller or its authorized representative any documents necessary for the City to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within the Redevelopment Area; and (ii) information related to payment of utility taxes by any businesses, owners or other occupants of the Redevelopment Area in the calendar year ending December 31, 2009.

6.2.2. Within ninety (90) days after execution of the Redevelopment Agreement, the City shall provide to the Developer (i) a certificate of the City Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within the Redevelopment Area based upon the most recently ascertained equalized assessed valuation of each taxable lot, block, tract, or parcel of real property within the Redevelopment Area; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within the Redevelopment Area for the calendar year ending December 31, 2009, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

6.3. Application of Available Revenues. The City hereby agrees for the term of this Agreement to apply the Available Revenues and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of TIF Notes issued under Article V of this Agreement as provided in the Note Ordinance and this Agreement.

Upon the payment in full of the principal of and interest on all TIF Notes (or provision has been made for the payment

thereof as specified in the Note Ordinance), payment in full of the fees and expenses of the Comptroller and the SLDC, and payment in full of any other amounts required to be paid under the Note Ordinance, all amounts remaining on deposit in the Revenue Fund shall be declared as surplus and distributed in the manner provided in the Act.

If monies available in Special Allocation Fund are insufficient to pay the City or the Developer as provided above on any Payment Date, then the unpaid portion shall be carried forward to the next Payment Date, with interest thereon.

The City agrees that it will comply with the Charter of The City of St. Louis, Article XVI, Section 3 for each fiscal year that TIF Obligations are outstanding and the City will request an appropriation of all Available Revenues on deposit in the Special Allocation Fund for application to the payment of the principal of (including, but not limited to, payment of a premium, if any) and interest on the TIF Obligations.

6.4. Cooperation in Determining TIF Revenues. The City and the Developer agree to cooperate and take all reasonable actions necessary to cause the TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement. Developer shall assist the City in collecting and allocating utility tax revenues attributable to Xiolink that constitute TIF Revenues.

6.5. Obligation to Report TIF Revenues. The Developer shall cause any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely fulfill such obligations as are required by **Section 6.4** of this Agreement, including completing and submitting to the City the forms attached hereto as **Exhibit I**. So long as any of the TIF Obligations are outstanding, the Developer shall cause such obligations to be covenants running with the land, which covenants shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

6.6. Notice to City of Transfer. The Developer agrees to notify the City in writing of any sale, transfer or other disposition of the Property or any interest therein as permitted by **Section 7.3.2** of this Agreement at least fifteen (15) days prior to such sale, transfer or other disposition. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, Developer shall not be required to notify the City of the lease or transfer of a residential unit, commercial unit or parking space in the ordinary course of business except as may be required by **Section 4.3**.

ARTICLE VII. GENERAL PROVISIONS

7.1. Developer's Right of Termination. At any time prior to the delivery of a Certificate of Substantial Completion, the Developer may, by giving written notice to the City, abandon the Redevelopment Project and terminate this Agreement and the Developer's obligations hereunder if the Developer determines, in its sole discretion, that the Redevelopment Project is no longer economically feasible. Upon such termination, the City shall have no obligation to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with the Redevelopment Project.

7.2. City's Right of Termination. The City may terminate this Agreement if (i) the Developer fails to submit to the MBE/WBE Compliance Officer a copy of Developer's MBE/WBE Subcontractor's List and its MBE/WBE Utilization Statement within three hundred sixty (360) days of the date of this Agreement; provided, however, that termination under this **Section 7.2(i)** may be waived in the sole discretion of the MBE/WBE Compliance Officer; or (ii) the Developer fails to submit its Certificate of Substantial Completion, acceptable to the City, in accordance with **Section 3.8** of this Agreement and the schedule set forth in **Section 3.4** of this Agreement. Upon such termination, the City shall have no obligation to issue a TIF Note or to pay the Developer for any amounts advanced under this Agreement or costs otherwise incurred in connection with the Redevelopment Project.

7.3. Successors and Assigns.

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

7.3.2. Assignment or Sale. Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms

and conditions of this Agreement), provided, however, that until substantial completion of the Redevelopment Project, the fee title to the Property shall not be sold, transferred or otherwise disposed of (to anyone other than Xiolink, LLC or a Related Entity) and the rights, duties and obligations of the Developer under this Agreement shall not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon a reasonable demonstration by the Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with: (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or its rights, duties and obligations under this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; and (b) the right of Developer to transfer the Property or to assign the Developer's rights, duties and obligations under this Agreement to Xiolink, LLC, or any Related Entity; (c) the right of the Developer to sell, lease or transfer a residential unit, commercial unit or parking space in the ordinary course of business; provided that in each such event (i) the Developer named herein shall remain liable hereunder for the substantial completion of the Redevelopment Project, subject, however, to Developer's right of termination pursuant to **Section 7.1** of this Agreement, and shall be released from such liability hereunder only upon substantial completion of the Redevelopment Project and (ii) the Developer provides to the City fifteen (15) days' advance written notice of the proposed assignment or transfer other than of the sale or lease of a residential unit, commercial unit or parking space in the ordinary course of business which shall require no notice except as may be required by **Section 4.3**.

7.3.3. Assignment or Sale to Exempt Organization. Prior to any sale, transfer or other disposition of all or any portion of the Property or any interest therein to an organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all TIF Obligations are paid in full or twenty-three (23) years from the effective date of the Approving Ordinance. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

7.4. Remedies. Except as otherwise provided in this Agreement and subject to the Developer's and the City's respective rights of termination, in the event of any default in or breach of any term or conditions of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to the other party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional thirty (30) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional thirty (30) day period, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

7.5. Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure (except as expressly limited in **Section 3.4**), including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project or the TIF Obligations or this Agreement; provided that (i) such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

7.6. Notices. All notices, demands, consents, approvals, certificates and other communications required by this Agreement to be given by either party hereunder shall be in writing and shall be hand delivered or sent by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall

have last designated by notice to the other. Notices, demands, consents, approvals, certificates and other communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal if the sending party receives a written send verification on its machines and forwards a copy thereof with its mailed or courier delivered notice or communication.

- (i) In the case of the Developer, to:

Infomedia, Inc.
900 Walnut Street
St. Louis, Missouri 63102
Attention: Brad Pittenger
Facsimile: (314) 621-8484

With a copy to:

Husch Blackwell Sanders LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Attention: David Richardson
Facsimile: (314) 480-1505

- (ii) In the case of the City, to:

City of St. Louis
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103
Attention: Barbara Geisman, Executive Director for Development
Facsimile: (314) 622-3440

And

City of St. Louis
Office of the Comptroller
City Hall
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller
Facsimile: (314) 588-0550

With a copy to:

City of St. Louis
City Counselor
City Hall
1200 Market Street, Room 314
St. Louis, Missouri 63102
Attention: Rebecca Wright, Assistant City Counselor
Facsimile: (314) 622-4956

And

Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: Thomas J. Ray
Facsimile: (314) 621-5065

(iii) In the case of the SLDC, to:

SLDC
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101
Attention: Dale Ruthsatz
Facsimile: (314) 231-2341

7.7. Conflict of Interest. No member of the Board of Aldermen, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Board of Aldermen the nature of such interest and seek a determination by the Board of Aldermen with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.8. Damage or Destruction of Redevelopment Project. In the event of total destruction or damage to the Redevelopment Project by fire or other casualty, during construction or thereafter during the term of this Agreement so long as any TIF Notes are outstanding and the Developer or a Related Entity owns the Property, the Developer shall determine and advise the City in writing within one year of such destruction or damage whether to restore, reconstruct and repair any such destruction or damage so that the Redevelopment Project will be completed or rebuilt in accordance with the Redevelopment Plan and this Agreement. Should the Developer determine not to restore, reconstruct and repair, all unaccrued liability of the City for any payments of principal of or interest on the TIF Notes shall immediately terminate and the Developer shall promptly surrender the TIF Notes to the City for cancellation. In the event of such total destruction or damage during the term of this Agreement and after any TIF Bonds are issued or the issuance of a TIF Note to a purchaser other than the Developer or a Related Entity, the Developer shall, at the City's option after consultation with the Developer, tender to the City that portion of the insurance proceeds, if any, to which Developer is entitled, after satisfaction of any terms or obligations of any deed of trust, promissory note or financing agreement entered into by the Developer for the financing of all or any part of the Redevelopment Project, from any fire or casualty insurance policy in an amount equal to the outstanding principal amount of the TIF Bonds or TIF Notes, plus accrued interest thereon to be deposited into the Special Allocation Fund.

7.9. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided in the building code of the City. In addition, the Developer shall allow other authorized representatives of the City reasonable access to the Work site from time to time upon advance notice prior to the completion of the Work for inspection thereof. The Developer shall not unreasonably deny the City and its officers, employees, agents and independent contractors the right to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the Developer's compliance with the terms of this Agreement.

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

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

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

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

7.14. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.15. Attorney's Fees. In any dispute arising out of or relating to this Agreement, including any action to enforce this Agreement against a defaulting or breaching party pursuant to **Section 7.4**, the prevailing party shall recover from the non-prevailing party the prevailing party's attorney's fees, in addition to any other damages to which it is entitled.

7.16. Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event a third party brings an action against the City or the City's officials, agents, attorneys, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the TIF Obligations, or the ordinance approving this Agreement, Developer may, at its option, join the City in defense of such claim or action. The parties expressly agree that, so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding. The Developer shall be responsible for all reasonable and necessary costs and expenses incurred by the City and by the Developer in connection with the defense of such claim or action, provided that if the City does not approve a settlement or compromise to which the Developer would agree, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to Article IV of this Agreement.

7.17. Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

7.17.1. The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable to the Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof.

7.17.2. The Developer releases from and covenants and agrees that the City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its governing body members, officers, agents, attorneys, employees and independent contractors against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed (excluding consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any negligent or malicious acts or omissions of the Developer, its governing body members, officers, agents, attorneys, employees and independent contractors, in connection with its or their activities conducted pursuant to this Agreement.

7.17.3. The City and its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, employees, independent contractors or any other persons who may be about the Property or the Work except for matters arising out of the gross negligence or willful misconduct of the City and its governing body members, officers, agents, attorneys, employees and independent contractors.

7.17.4. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, attorneys, employees or independent contractors in their individual capacities.

7.17.5. No governing body members, officers, agents, attorneys, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a default or breach by any party under this Agreement or (ii) for any amount or any TIF Notes which may become due to any party under the terms of this Agreement.

7.17.6. The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, attorneys, employees and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its governing body members, officers, agents, attorneys, employees and independent contractors, harmless from and against any and all third party suits, interest, claims and cost of reasonable attorneys fees incurred by any of them, resulting from, arising out of, or in any way connected with: (i) the enforcement of this Agreement, the validity of the TIF Obligations or the enforcement or validity of any other agreement or obligation made in connection therewith and their approvals (excluding opinions of counsel and of the City's financial advisors whenever such claim is based on such party's own negligence); (ii) the negligence or willful misconduct of the Developer or its officers, agents, employees or independent contractors in connection with the design, management, development, redevelopment and construction of the Work, or (iii) the compliance by the Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by the Developer. The foregoing release and indemnification shall not apply in the case of such liability arising directly out of the negligence or malicious acts or omissions of the City or its governing body members, officers, agents, attorneys,

employees and independent contractors in connection with its or their activities conducted pursuant to this Agreement or which arises out of matters undertaken by the City following termination of this Agreement as to the Redevelopment Project or any particular portion thereof.

7.18. Survival. Notwithstanding the expiration or termination or breach of this Agreement by either party, the agreements contained in **Section 2.2, clauses (iii)-(v), Article VI, Sections 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17 and Article VIII** of this Agreement shall, except as otherwise expressly set forth herein, survive such early expiration or early termination of this Agreement by either party.

7.19. Maintenance of the Property. The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon substantial completion of the Redevelopment Project and so long as any TIF Obligations are outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of force majeure as provided in **Section 7.5** of this Agreement), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

7.20. Non-Discrimination. The Developer agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control within the Redevelopment Area or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. The Developer further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Redevelopment Project and any of the facilities under its control in the Redevelopment Area. Except as provided in this Section, the Developer shall have no obligation to enforce the covenants made by any transferee or lessee, tenant, occupant or user of any of the facilities within the Redevelopment Area.

7.21. Fair Employment. Without limiting any of the foregoing, the Developer voluntarily agrees to observe the Equal Opportunity and Nondiscrimination Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference. By execution of this Agreement, the Developer certifies and agrees that it is under no contractual or other disability that would materially impair its ability to observe the Guidelines set forth as **Exhibit F**, attached hereto and incorporated herein by reference.

7.22. MBE/WBE Compliance. The Developer shall comply with the Mayor's Executive Order #28, as amended as of the date of this Agreement, during the design and construction of the Redevelopment Project and with respect to ongoing services provided by third parties to the Developer in connection with the Redevelopment Project.

ARTICLE VIII. REPRESENTATIONS OF THE PARTIES

8.1. Representations of the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the TIF Notes, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the TIF Notes, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

8.2. Representations of the Developer. The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

_____, City Counselor

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“DEVELOPER”

INFOMEDIA, INC., a Missouri corporation

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this _____ day of _____, 2010, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this _____ day of _____, 2010, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

(e)	Financing Costs (includes, but is not limited to, loan fees, disbursing fees, lender’s legal fees, loan appraisals, flood certificates, tax credit investor fees and any and all other costs incurred in connection with obtaining financing for and a tax credit investor in the Redevelopment Project).
(f)	Environmental Testing, Remediation and/or Abatement Costs (includes, but is not limited to, the testing for and removal and disposal of toxic or hazardous substances or materials).
(g)	Professional Service Costs (includes, but is not limited to, architectural, engineering, legal, marketing, financial, planning, sales commissions or special services).
(h)	TIF Costs & Issuance Costs incurred by the Developer pursuant to Section 2.2(i) – 2.2.(v) of this Agreement.

1 Subject to the limitations set forth in **Section 4.2** of this Agreement, provided that such costs shall not exceed the aggregate amount of \$2,350,000 plus Issuance Costs as provided in the Agreement.

EXHIBIT C
Form of Certificate of Commencement of Construction

To: City of St. Louis
Office of Comptroller
1200 Market St., Room 212
St. Louis, MO 63103
Attention: Ivy Neyland-Pinkston,
Deputy Comptroller

City of St. Louis
St. Louis Development Corp
1015 Locust St., Ste. 1200
St. Louis, MO 63103
Attention: Dale Ruthsatz

DELIVERED BY

Infomedia, INC.

The undersigned, Infomedia, Inc. (the “Developer”), pursuant to that certain Redevelopment Agreement dated as of _____, 2010, between the City of St. Louis, Missouri (the “City”) and Developer (the “Agreement”) hereby certifies to the City as follows:

1. All property within the Redevelopment Area necessary for the Redevelopment Project (as legally described on Appendix A attached hereto and by this reference incorporated herein and made a part hereof), has been acquired by Developer, Xiolink, LLC, or a Related Entity in accordance with the Agreement.
2. Developer has entered into an agreement or caused an agreement to be entered into with a contractor or contractors to construct the Redevelopment Project.
3. Developer has submitted to the MBE/WBE Compliance Officer a copy of Developer’s MBE/WBE Subcontractor’s List and MBE/WBE Utilization Statement, which are attached hereto as Appendix B.
4. All necessary financing to complete the Redevelopment Project has been obtained.
5. This Certificate of Commencement of Construction is being issued by Developer to the City in accordance with the Agreement to evidence Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of the Redevelopment Project.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this day of _____, 20__.

Infomedia, INC., a Missouri corporation

By: _____
Name: _____
Title: _____

**EXHIBIT D
Form of Certificate of
Reimbursable Redevelopment Project Costs**

TO:
City of St. Louis
Office of Comptroller
1200 Market Street, Room 212
St. Louis, Missouri 63103
Attention: Ivy Neyland-Pinkston, Deputy Comptroller

Re: City of St. Louis, Missouri, 1111 Olive Redevelopment Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____, 2010 (the "Agreement"), between the City and Infomedia, Inc., a Missouri corporation (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project.

2. These Reimbursable Redevelopment Project Costs have been paid from sources other than the Special Allocation Fund and are Reimbursable Redevelopment Project Costs under the Note Ordinance and the Agreement.

3. Each item listed on **Schedule 1** has not previously been paid from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Note Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

7. If any cost item to be paid under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The costs to be paid under this Certificate constitute advances qualified for Tax-Exempt TIF Notes:

Yes: _____ No: _____

9. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this ____ day of _____, 20__.

Infomedia, Inc., a Missouri corporation

By: _____
Name: _____
Title: _____

Approved for payment this ____ day of _____, 20__.

SLDC

By: _____
Name: _____
Title: _____

Schedule 1

The following Reimbursable Redevelopment Project Costs have been incurred in connection with the Redevelopment Project:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:
--------	---------	--

EXHIBIT E

Form of Certificate of Substantial Completion

CERTIFICATE OF SUBSTANTIAL COMPLETION

The undersigned, Infomedia, Inc., a Missouri corporation (the "Developer"), pursuant to that certain Redevelopment Agreement dated as of _____, 2010, between the City of St. Louis, Missouri (the "City"), and the Developer (the "Agreement"), hereby certifies to the City as follows:

1. That as of _____, _____, the construction of the Redevelopment Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. That the Work has been substantially completed or funded pursuant to Exhibit B to the Agreement.
3. The Work has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as those terms are defined in the Agreement).
4. This Certificate of Substantial Completion is accompanied by the project architect's or owner representative's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and incorporated herein by reference, certifying that the Redevelopment Project has been substantially completed in accordance with the Agreement.
5. Mechanics lien waivers for applicable portions of the Work in excess of Five Thousand Dollars (\$5,000) have been obtained.
6. This Certificate of Substantial Completion is being issued by the Developer to the SLDC and the City in accordance with the Agreement to evidence the Developer's satisfaction of all material obligations and covenants with respect to the Redevelopment Project.
7. The acceptance (below) or the failure of the SLDC and the Mayor or his designee to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate to the SLDC and the City (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) days) shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work or cause the work to be performed.

Upon such acceptance by the SLDC and the Mayor or his designee, the Developer may record this Certificate in the office of the City's Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20__.

Infomedia, Inc.

By: _____
Name: _____
Title: _____

ACCEPTED:

SLDC

By: _____
 Name: _____
 Title: _____

CITY OF ST. LOUIS, MISSOURI

By: _____
 Name: _____
 Title: _____

(Insert Notary Form(s) and Legal Description)

**EXHIBIT F
 Equal Opportunity and Nondiscrimination Guidelines**

In any contract for Work in connection with the Redevelopment Project related to any of the Property in the Redevelopment Area, the Developer (which term shall include the Developer, any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances or regulations governing equal opportunity and nondiscrimination (the "Laws"). Moreover, the Developer shall contractually require its contractors and subcontractors to comply with the Laws.

The Developer and its contractors or subcontractors shall not contract with any party known to have been found in violation of the Laws.

The Developer agrees for itself and its contractors and subcontractors that there shall be covenants to ensure that there shall be no discrimination on the part of the Developer or its contractors and subcontractors 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 of the Property or any improvements constructed or to be constructed on the Property or any part thereof. Such covenants shall run with the land and shall be enforceable by the SLDC, the City and the United States of America, as their interest may appear in the Redevelopment Project.

The Developer shall make good faith efforts to observe Executive Order #28 dated July 24, 1997, relating to minority and women-owned business participation in City contracts.

The parties agree that the provisions of City Ordinance #60275, codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis, Missouri (the "First Source Jobs Policy"), do not specifically apply to the Developer as a potential recipient of TIF Notes, TIF Bonds and/or TIF Revenues. Nonetheless, the Developer voluntarily agrees to make good faith efforts to observe the provisions of the First Source Jobs Policy related to the negotiation of an employment agreement with the St. Louis Agency on Training and Employment.

**EXHIBIT G
 MBE/WBE Subcontractors List**

On the spaces provided below please list all subcontractors and suppliers, including M/WBEs, proposed for utilization on this project. Work to be self-performed by the bidder is to be included.

FIRM NAME	MBE or WBE	BID ITEM(S) OF WORK TO BE PERFORMED	SUBCONTRACT OR SUPPLY CONTRACT AMOUNT

will provide participation as shown above.

Name of Prime Contractor(s): _____

Prime Contractor Authorized Signature

Title: _____

Date: _____

EXHIBIT I

TIF Reporting Forms

Tax Increment Financing (TIF) District: _____
Quarterly Information*

For Period: _____

Business Name: _____

Address:** _____

Contact Person: _____

Phone Number: _____

Federal I.D. Number: _____ State I.D. Number: _____

Sales Tax Site Number: _____

Earnings Tax withholding: _____
(Form W-10)

Earnings tax: _____
(Business Return Form 234 - Annual) _____

Payroll tax: _____
(Form P-10)

Please forward the above information to:

City of St. Louis, Comptroller's Office
Tax Increment Financing
1200 Market Street, Room 311
St. Louis, Missouri 63103

I, _____, in my capacity as _____,
hereby certify that I am authorized by _____ to release
such confidential tax records referenced herein and that such records are true
and correct to my knowledge.

* This information will not be part of any public record.

Signature

** Information is required for this specific location only. Do not combine with any other location.

Tax Increment Financing (TIF)
Business Addition/Deletion Form

TIF District: _____

Business Addition

Name: _____
Address: _____

Federal I.D. number: _____
State I.D. number: _____
Sales tax site code: _____
Business Phone # _____
and contact name

Business Deletion

Name: _____
Address: _____

Please forward the above information to:

**City of St. Louis, Comptroller's Office
Tax Increment Financing
1200 Market Street, Room 311
St. Louis, Missouri 63103
(314)589-6017**

Approved: March 16, 2010

**ORDINANCE #68592
Board Bill No. 316**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian, and pedestrian travel on a portion of Halliday Avenue 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 SAINT LOUIS, AS FOLLOWS:

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

A tract of land being a portion of Halliday Avenue being in City Block 1447 in the City of St. Louis, Missouri, and more particularly described as follows:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF GRAND BOULEVARD BEING 150 FEET WIDE, WITH THE NORTH LINE OF HALLIDAY AVENUE BEING 60 FEET WIDE, THENCE SOUTH 81 DEGREES 37 MINUTES 10 SECONDS EAST, 5.00 FEET AND SOUTH 08 DEGREES 22 MINUTES 50 SECONDS WEST 12.00 FEET TO THE POINT OF BEGINNING OF TRACT HEREIN DESCRIBED; THENCE EASTERLY ALONG A LINE BEING 12.00 FEET PARALLEL WITH THE NORTH LINE OF SAID HALLIDAY AVENUE SOUTH 81 DEGREES 37 MINUTES 10 SECONDS EAST A DISTANCE OF 5.00 FEET TO A POINT; THENCE NORTH 08 DEGREES 22 MINUTES 50 SECONDS EAST A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 81 DEGREES 37 MINUTES 10 SECONDS EAST A DISTANCE OF 55.50 FEET TO A POINT; THENCE SOUTH 08 DEGREES 22 MINUTES 50 SECONDS WEST A DISTANCE OF 2.00 FEET TO A POINT; THENCE SOUTH 81 DEGREES 37 MINUTES 10 SECONDS EAST A DISTANCE OF 11.50 FEET TO A POINT; THENCE SOUTH 08 DEGREES 22 MINUTES 50 SECONDS WEST A DISTANCE OF 12.00 FEET TO A POINT; THENCE NORTH 81 DEGREES 37 MINUTES 10 SECONDS WEST A DISTANCE OF 72.00 FEET TO A POINT; THENCE NORTH 08 DEGREES 22 MINUTES 50 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING. CONTAINING 975 SQUARE FEET MORE OR LESS

(the "Vacated Property")

are, upon the conditions hereinafter set out, vacated.

SECTION TWO. The Petitioners are the owners of all the units, including, but not limited to, Units 101, 102, 201, 202, and 301 (the "Unit Owners") of the Halliday Place Condominiums (the "Condominium") created by the filing of a Plat on May 1, 2007 in Book 05012007 at Page 0013 and a Declaration on May 1, 2007 in Book 05012007 at Page 0012 in the Office of the Recorder of Deeds for the City of St. Louis, Missouri (the "Declaration"), located at 3557-3559 Halliday Avenue, and the Halliday Place Condominium Association (the "Association"). The Vacated Property will be held in the name of the Association, on behalf of the Unit Owners, and shall not become common elements or any part of the Condominium. The Vacated Property will only be used to provide residential automobile parking spaces to the Unit Owners, as defined in the Declaration.

SECTION THREE. All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated portion of 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 vacated, abandoned or released herein.

SECTION FOUR. The Association may, with the consent of all the Unit Owners, at the Unit Owners' election and expense, remove the surface pavement of said so vacated portion of 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 Unit Owners and/or the Association interests more than is reasonably required. The City is not responsible for reimbursing the Petitioner, Unit Owners, and/or the Association for any damage, repairs, or loss of use to said space or vacated area.

SECTION SIX. Neither the Unit Owners nor the Association shall 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; and 2) obtaining written consent of the then present utilities, governmental service entities and franchise holders. 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 Association may, with the consent of all the Unit Owners, secure, at the Unit Owners' expense, 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 and the Association, on behalf of all the Unit Owners and at the Unit Owners' expense, must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE. All of the Unit Owners and the Association, and each of their successors and assigns shall protect, defend, and hold the City of St. Louis, its Board of Alderman, officers, agents, and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any persons or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this vacation and/or use of the property so vacated or the acts or omissions of the Association and/or the Unit Owners, and their officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless such injury, death, or damage is caused by the sole negligence of the City of St. Louis.

SECTION TEN. The Vacated Property shall only be used for ingress, egress and residential automobile parking for all of the Unit Owners and/or the Association, and should this vacated property be used for such purposes other than ingress, egress and residential automobile parking for all of Unit Owners and/or the Association, this vacation shall be immediately revoked and the public surface rights of vehicle, equestrian, and pedestrian travel on the subject property shall be reinstated.

SECTION ELEVEN. The Vacated Property shall be for the common use of all of the Unit Owners, the Association, any tenant leasing a unit, and any of their invitees. Such property shall be restricted to use by the Unit Owners, the Association, any tenant leasing a unit, and any of their invitees, and may not be encumbered, licensed, leased, rented, transferred, sold, gifted to any person or entity, or used as collateral or pledge for a loan or mortgage. Should this condition be violated, this vacation shall be immediately

revoked and the public surface rights of vehicle, equestrian, and pedestrian travel on the subject property shall be reinstated.

SECTION TWELVE. This vacation shall be immediately revoked should the property located at 3557-3559 Halliday, currently known as the Halliday Place Condominiums, not be used for residential purposes in its entirety.

SECTION THIRTEEN. The Association must maintain liability insurance for the Vacated Property covering each person up to \$100,000 and each accident up to \$500,000 and \$100,000 property damage approved by the City Counselor as to form and by the Comptroller as to surety and naming of the City of St. Louis as co-insured. This certificate of insurance shall be filed with the Secretary's Office, Board of Public Service. Said certificate of insurance shall be kept in effect during the entire time this vacation is in existence. This vacation shall be immediately revoked should this liability insurance not remain effective.

SECTION FOURTEEN. 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 less than three (3) days prior to the affidavit submittal date as specified in the Section 16 of this ordinance, the Unit Owner(s) or the Association 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 removed 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) of this ordinance.

SECTION FIFTEEN. An affidavit signed by the Association certifying that, as of the date of the submission of the affidavit, the Association, acting on behalf of the Unit Owners, is in compliance with all of the conditions of this ordinance and will continue to be in compliance must be submitted to the Director of Streets for review of compliance within 365 days (1 year) from the date of signing and approval of this ordinance. If, after submission of the affidavit, the Director of Streets determines that the Association and/or the Unit Owners have not complied with the conditions of this ordinance, the Director of Streets shall notify the Association and all of the Unit Owners in writing and the Association and all of the Unit Owners shall have thirty (30) days from the date of delivery of such notice to comply with said conditions. If said affidavit is not submitted within the prescribed time, or if the Association and/or the Unit Owners fail to correct any noncompliance within such thirty-day cure period, this ordinance will be null and void. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance.

SECTION SIXTEEN. If the Association and/or the Unit Owners are not in compliance with the conditions of this ordinance or the submitted affidavit at any time after acceptance of the affidavit by the Board of Public Service, the Director of Streets shall notify the Association and all of the Unit Owners in writing and the Association and all of the Unit Owners shall have thirty (30) days from the date of delivery of such notice to comply with said conditions. If the Association and/or the Unit Owners fail to correct any noncompliance within such thirty-day cure period, this ordinance will be null and void.

SECTION SEVENTEEN. If this ordinance becomes null and void or if this vacation is revoked for any reason, all costs to restore and reinstate the public right of way of the Vacated Property shall be paid by the Unit Owners and/or the Association to the City of St. Louis.

Approved: March 16, 2010

**ORDINANCE #68593
Board Bill No. 317**

An ordinance authorizing the execution of an amendment to Redevelopment Agreement by and between the City of St. Louis and Hepfner, Smith, Airhart & Day, Inc.; prescribing the form and details of said amendment; making certain findings with respect thereto; authorizing other related actions; and containing a severability clause.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the "Act" or "TIF Act"), the City adopted Ordinance No. 68006 (the "Approving Ordinance"), which Approving Ordinance (i) designated as a "redevelopment area" a certain portion of the City (the "Redevelopment Area"), (ii) approved a redevelopment plan titled "Station G Apartments TIF Redevelopment Plan" (the "Redevelopment Plan"),

(iii) approved the redevelopment project described in the Redevelopment Plan (the "*Redevelopment Project*"), (iv) adopted tax increment allocation financing within the Redevelopment Area, and (v) established the "Station G Apartments Special Allocation Fund" all as set forth in the Approving Ordinance and in accordance with the requirements of the Act; and

WHEREAS, pursuant to provisions of the Act, the City adopted Ordinance No. 68007, which authorized the execution of a redevelopment agreement (as subsequently executed as of February 19, 2009, the "*Redevelopment Agreement*") by and between the City and Hepfner, Smith, Airhart & Day, Inc. (the "*Developer*") setting forth the terms and obligations of the parties with respect to the implementation of the Redevelopment Project approved in the Approving Ordinance; and

WHEREAS, pursuant to the provisions of the Act, the City adopted Ordinance No. 68008 (the "*Note Ordinance*"), which authorized and directed the issuance and delivery of not to exceed \$3,681,000 principal amount of Tax Increment Revenue Notes (Station G Apartments Redevelopment Project), Series 200_-A/B (the "*TIF Notes*"), to finance the development of the Redevelopment Project; and

WHEREAS, the Developer and the City desire to approve and execute an amendment to the Redevelopment Agreement (the "*Amendment*") to extend the deadlines for commencement and completion of the Redevelopment Project and to amend or modify certain other terms of the Redevelopment Agreement; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants to authorize the City to execute the Amendment in order to amend the Redevelopment Agreement as it concerns the deadlines for commencement and completion of the Redevelopment Project and certain other terms of the Redevelopment Agreement.

WHEREAS, the Board of Aldermen hereby determines that the terms of the Amendment attached as **Exhibit A** hereto and incorporated herein by reference are acceptable and that the execution, delivery and performance by the City and the Developer of the attached Amendment is necessary and desirable and in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the TIF Act.

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

Section 1. The Board of Aldermen finds and determines that it is necessary and desirable to enter into the Amendment with the Developer in order to implement the Redevelopment Project and to enable the Developer to carry out its proposal for development of the Redevelopment Project.

Section 2. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Amendment by and between the City and the Developer attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Amendment and to affix the seal of the City thereto. The Amendment shall be in substantially the form attached, with such changes therein as shall be approved by said Mayor and Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

Section 3. The Mayor and Comptroller of the City or their designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their designated representatives.

Section 4. The Mayor and the Comptroller or their designated representatives, with the advice and concurrence of the City Counselor and after approval by the Board of Estimate and Apportionment, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Aldermen necessary to authorize such changes by the Mayor and the Comptroller or their designated representatives.

Section 5. It is hereby declared to be the intention 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.

EXHIBIT A
Form of First Amendment to Redevelopment Agreement
(Attached hereto.)

FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT

This First Amendment to Redevelopment Agreement (this "Amendment") is made and entered into as of this ___ day of _____, 2010, by and between the **CITY OF ST. LOUIS, MISSOURI**, a municipal corporation and political subdivision of the State of Missouri ("City"), and **HEPFNER, SMITH, AIRHART & DAY, INC.**, a Texas corporation ("Developer").

RECITALS

A. By Ordinance No. 68006, the City, upon the recommendation of the TIF Commission, approved the Station G Apartments TIF Redevelopment Plan for the Station G. Apartments Redevelopment Area (the "Redevelopment Area") dated February 22, 2008, with amendments, if any, from time to time (the "Redevelopment Plan"), which Redevelopment Area was more fully described therein.

B. By Ordinance No. 68007, the City affirmed adoption of the Redevelopment Plan, designated the Developer as developer of the Redevelopment Area, and authorized the City to enter into a Redevelopment Agreement with the Developer (the "Redevelopment Agreement") with respect to the Station G Apartments Redevelopment Project (the "Redevelopment Project").

C. The City and the Developer entered into the Redevelopment Agreement for the Redevelopment Project as of February 19, 2009.

D. In light of difficult economic conditions and in consideration of the continued progress that the Developer has made with the Redevelopment Project, the City and the Developer desire to enter into this Amendment to extend the deadlines for commencement and completion of the Redevelopment Project and to amend or modify certain other terms of the Redevelopment Agreement.

AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The first paragraph of Section 3.4 of the Redevelopment Agreement shall be deleted in its entirety and replaced with the following:

3.4 Developer to Construct the Work. The Developer shall commence or cause the commencement of the construction of the Work not later than September 30, 2011, which Work shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and the Redevelopment Plan. The Developer shall substantially complete or cause the Work to be substantially complete not later than July 31, 2014, absent an event of Force Majeure. In the event of any delay caused by an event of Force Majeure as defined in **Section 7.5** of this Agreement, Developer shall be granted additional time to complete the Work, but under no circumstance shall such time to complete the Work extend beyond July 31, 2015.

2. The definition of the term "TIF Notes" in Section 1.1 of the Redevelopment Agreement shall be deleted in its entirety and replaced with the following:

"TIF Notes" means one or more series of tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Note Ordinance, to evidence the City's limited obligation to repay Reimbursable Redevelopment Project Costs incurred by or on behalf of the Developer on behalf of the City in accordance with the TIF Act and this Agreement.

3. The definition of the term "Project Lender" in Section 1.1 of the Redevelopment Agreement shall be deleted in its entirety and replaced with the following:

“Project Lender” means a commercial bank, savings bank, savings and loan association, credit union or other financial institution that has loaned funds to the Developer or a Related Entity to be used for construction of the Redevelopment Project and has secured such loan with a mortgage or security interest in the Redevelopment Project.

4. The following sentence shall be added to the end of Section 2.1 of the Redevelopment Agreement:

Wherever applicable herein, any requirement imposed upon Developer shall be satisfied to the extent Developer takes such action or causes such action to be taken, and Developer may modify the form of any certificate attached hereto as an Exhibit to reflect that Developer has caused any action provided for therein to have been taken.

5. Section 7.3.2 of the Redevelopment Agreement contains the phrase “...the fee title to the Property shall not be sold, transferred or otherwise disposed of and the rights, duties and obligations of the Developer under this Agreement shall not be assigned...”, which shall be amended to read as follows:

...the fee title to the Property shall not be sold, transferred or otherwise disposed of (to anyone other than a Related Entity) and the rights, duties and obligations of the Developer under this Agreement shall not be assigned...

6. All capitalized terms not otherwise defined herein shall have the meaning given such term in the Redevelopment Agreement.

7. This Amendment may be executed in multiple counterparts, each of which when taken together shall constitute one and the same instrument.

8. Except as expressly set forth herein, the provisions of the Redevelopment Agreement shall remain as set forth therein.

[Remainder of page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

_____, City Counselor

“DEVELOPER”

HEPFNER, SMITH, AIRHART & DAY, INC. a Texas corporation

My Commission Expires:

Approved: March 16, 2010

**ORDINANCE #68594
Board Bill No. 227**

An ordinance amending Section Two of Ordinance 65799, adopted on February 14, 2003, pertaining to litter; requiring the operator of a drive through restaurant to provide at least one authorized receptacle, accessible to its drive through patrons from their automobiles, and located between the drive through window and the public right away; and containing an emergency clause.

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

SECTION ONE. Section Two of Ordinance 65799 is hereby amended to read as follows:

SECTION TWO. All persons owning or occupying any private property, public building or premises shall keep such premises, as the case may be, including the sidewalk, parkway, gutter, street, and alley (to the centerline thereof) adjoining or abutting to the place so occupied free and clear of litter. To this end:

1. All persons occupying, leasing, owning, or in control of any premises shall keep such premises clear of litter. No person shall sweep or deposit litter onto any public place.

2. The operator of a drive-in restaurant shall, at all times and at least, once in each twelve-hour period during the restaurant's operation, dispose of all litter on the premises, in authorized receptacles. The operator of a drive-in restaurant to provide at least one authorized receptacle, accessible to its patrons, at each entrance or exit to the premises on which such drive-in restaurant is located. **The operator of a drive-in restaurant to provide at least one authorized receptacle, accessible to its patrons in the drive through lane from the driver's side of the automobile at a location between the drive through window and the public right away.**

3. A person occupying a place of business, or an authority in control of a public building shall, at all times and at least, once in each twenty-four-hour period during which it is open for business or to the public, collect and dispose of all litter on the premises in authorized receptacles.

For purposes of this subsection, the managing operator of any shopping center shall be deemed to be the occupier of such shopping center, including but not limited to parking areas, parking lots and landscaped areas which are not leased or rented to any particular tenant, not including any sidewalks, parkways or gutters adjoining or abutting to any premises rented to a particular tenant.

4. The occupier of any residential premises shall at all times and at least once in each calendar week, collect and dispose of all litter on such residential premises, in authorized receptacles, including the sidewalk, parkway, gutter, street and alley (to centerlines thereof) adjoining or abutting to such private premises.

5. The occupier of any shopping center shall keep the area surrounding such premises of such shopping center, including the sidewalk, parkway, gutter, street, and alley abutting or adjoining to the place free and clear of all shopping carts provided by the stores in the said shopping center.

SECTION THREE. Emergency Clause.

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

Approved: March 16, 2010

**ORDINANCE #68595
Board Bill No. 276**

An ordinance prohibiting the issuance of any package or drink liquor licenses for any premises within the boundaries of

the Twenty-fourth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

SECTION ONE. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the intersection of the centerlines of January Ave. and Fyler Ave., and proceeding along the centerlines in a generally clockwise direction west to Clifton Ave., north to Wyoming Ave., west to Tamm Ave., northwest to Watson Rd., northeast to Clifton Ave., north to Odell St., west to Tamm Ave., north to Marmaduke Ave., west to Ivanhoe Ave., south to the entrance ramp at Ivanhoe Ave., to the east side of Interstate 44, northeast to Southwest Ave., west to the St. Louis & San Francisco Railway tracks, southwest to the city limits, north to Clayton Rd., southeast to Clayton Ave., southeast to Oakland Ave., Oakland Ave. east to Interstate 64, southwest to Clayton Ave., southeast to Berthold Ave., east to Fairmont Ave., north along the prolongation of Fairmont Ave. to Interstate 64, east to the southbound Hampton Ave. exit ramp, southeast to Hampton Ave., south to Wise Ave., east to Pierce Ave., south to West Park Ave., southeast to Manchester Ave., east to Macklind Ave., south to St. Louis & San Francisco Railway tracks, west to Sublette Ave., south to Interstate 44, west to Hampton Ave., south to Elizabeth Ave., west to Hampton Ave., south to Arsenal St., east to 59th St., southeast to January Ave., south to Fyler Ave., south to the point of beginning. Such area shall be known as the Twenty-fourth Ward Liquor Control Area.

SECTION TWO. The Excise Commissioner is hereby prohibited, for a period of three year, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises which is located within the boundaries of the Twenty-fourth Ward Liquor Control District established in Section One of this ordinance.

SECTION THREE. Notwithstanding the provisions of Section Two of this Ordinance, the Excise Commissioner shall have authority to:

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of Ordinance 68536; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in Ordinance 68536.
- (3) Approve the renewal of an existing license under the provisions of Ordinance 68536.

SECTION FOUR. EMERGENCY CLAUSE.

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

Approved: March 16, 2010

**ORDINANCE #68596
Board Bill No. 277
Committee Substitute**

An ordinance pertaining to procedures for negotiating memoranda of understanding for public employees; amending Section Seven of Ordinance 62234, approved March 8, 1991, containing a severability clause and an emergency clause.

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

SECTION ONE. Section Seven of Ordinance 62234, approved March 8, 1991, is hereby amended to read as follows:

SECTION SEVEN.

(A) In the process of meeting, conferring and discussing in good faith salaries and other conditions of employment of City employees, the Director of Personnel and a representative appointed by the mayor and approved by a majority vote of the three members of the Board of Estimate and Apportionment (Estimate and Apportionment's Designee) and the exclusive bargaining representative(s), shall engage in discussions for the purpose of reducing the results of the bargaining process to a written memorandum of understanding.

(B) All of the terms agreed upon between the City and the exclusive bargaining representatives shall meet the requirements of federal, state and city law and shall be included in written memoranda of understanding to be signed by the Estimate and Apportionment's Designee and the exclusive bargaining representative(s). Said memoranda of understanding shall be submitted to the Director of Personnel and the Civil Service Commission for their use and preparation of the Compensation Plan. A memorandum of understanding shall include a non-discrimination clause in accordance with Section Five and Section Six above. If arbitration is permitted by state law, a provision for arbitration may be included in a memorandum of understanding.

(C) In the case of negotiations for a new memorandum of understanding, either party may seek negotiations of the agreement 180 days prior to the expiration date of the current memorandum of understanding. The Director of Personnel and the Estimate and Apportionment's Designee and the exclusive bargaining representative shall make themselves available at reasonable times and places for good faith conferences.

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

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

SECTION FOUR. Sunset Provision. The provisions of this ordinance shall terminate four (4) years following its effective date.

Approved: March 16, 2010

ORDINANCE #68597
Board Bill No. 294

An Ordinance relating to food preparation and handling; adopting Chapters 1 to 7 of the National Food Code, 2009 Edition, with stated changes, pertaining to: Purpose and Definitions; Management and Personnel; Food; Equipment, Utensils and Linens; Water, Plumbing and Waste; Physical Facilities; and Poisonous or Toxic Materials, as Part One of St. Louis Food Code; adopting additional provisions pertaining to: Mobile Food Service; Temporary Food Service; and Compliance and Enforcement as Part Two (Chapters 8, 9 and 10) of the St. Louis Food Code; repealing Ordinance 63699 (codified as Sections 11.42.001 to 11.42.202, and 11.42.204 to 11.42.208, and 11.42.302 to 11.42.934, Revised Code, City of St. Louis, 1994; Ordinance 60531 (codified as Sections 11.42.276, Revised Code) and Ordinance 64975 (presently codified as Section 11.42.203, Revised Code) ; with legislative findings, penalty, severability, effective date and emergency provisions.

Whereas, the principal current St. Louis ordinance governing food preparation and handling was adopted in 1996; and

Whereas, the United States Department of Health and Human Services, Public Health Service, Food and Drug Administration, publishes and supplements from time to time a "National Food Code", which local governments may utilize in their regulation of food preparation and handling; and

Whereas, the National Food Code, 2009 Edition embody and reflect current scientific knowledge of practices and facilities

conducive to safe food preparation and handling; and

Whereas, the National Food Code is widely used, throughout the country and in the St. Louis metropolitan area, as the basis of many ordinances regulating food preparation and handling; and

Whereas, the Board of Aldermen believes that it is in the best interest of the City, its residents and its visitors, to adopt portions of the most recent National Food Code as the basic ordinance concerning food preparation and handling;

BE IT ORDAINED BY the City of St. Louis, As Follows:

Section One. Ordinance 63699 (codified as Sections 11.42.001 to 11.42.202, and 11.42.204 to 11.42.208, and 11.42.302 to 11.42.934, Revised Code, City of St. Louis, 1994), Ordinance 60531 (codified as Sections 11.42.276, Revised Code), and Ordinance 64975 (presently codified as Section 11.42.203, Revised Code) are hereby repealed, effective ninety (90) days after the effective date of this ordinance.

Section Two. Chapters 1 through 7, inclusive, of the National Food Code, 2009, as published by the U. S. Department of Health and Human Services, Public Health Service, Food and Drug Administration, attached hereto as Exhibit A and incorporated herein by this reference, with the changes and deletions made by Section Three of this Ordinance, are hereby adopted as Part One (Chapters 1 through 7) of the St. Louis Food Code, effective ninety (90) days after the effective date of this ordinance.

Section Three. Chapters 1 through 7 of The National Food Code, 2009, are hereby amended and changed, for purposes of this ordinance, in the following respects:

1. Chapter 1.

(a) Delete **1-101.10**; insert in lieu thereof:

1-101.10 Food Code. This ordinance shall be referred to as the St. Louis Food Code.

(b) Delete the following definitions in **1-201.10(B)**; insert in lieu thereof:

Core Item.

(1) "**Core item**" means a provision in this Code that is not designated as a priority item or a priority foundation item.

(2) "**Core item**" includes an item that usually relates to general sanitation, operational controls, sanitation standard operating procedures (SSOPs), facilities or structures, equipment design, or general maintenance.

(3) "**Core item**" is also known as non-CRITICAL ITEM.

"Food Establishment.

(1) **Food establishment**" means an operation that:

(a) stores, prepares, packages, serves, vends food directly to the consumer, or otherwise provides FOOD for human consumption such as a restaurant; satellite or catered feeding location; catering operation if the operation provides FOOD directly to a CONSUMER or to a conveyance used to transport people; market; grocery store; convenience store; vending location; conveyance used to transport people; institution; or FOOD bank; and

(b) relinquishes possession of food to a consumer directly, or indirectly through a delivery service such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers.

and

(c) Serves POTENTIALLY HAZARDOUS FOODS.

Priority Item.

- (1) "**Priority item**" means a provision in this Code whose application contributes directly to the elimination, prevention or reduction to an acceptable level, hazards associated with foodborne illness or injury and there is no other provision that more directly controls the hazard.
- (2) "**Priority item**" includes items with a quantifiable measure to show control of hazards such as cooking, reheating, cooling, handwashing; and
- (3) "**Priority item**" is an item that is denoted in this Code with a superscript P - ^P.
- (4) "**Priority item**" is also known as CRITICAL ITEM.

Priority Foundation Item.

- (1) "**Priority foundation item**" means a provision in this Code whose application supports, facilitates or enables one or more priority items.
- (2) "**Priority foundation item**" includes an item that requires the purposeful incorporation of specific actions, equipment or procedures by industry management to attain control of risk factors that contribute to foodborne illness or injury such as personnel training, infrastructure or necessary equipment, HACCP plans, documentation or record keeping, and labeling; and
- (3) "**Priority foundation item**" is an item that is denoted in this Code with a superscript Pf - ^{Pf}.
- (4) "**Priority foundation item**" is also known as CRITICAL ITEM.

"**Regulatory Authority**" means the COMMISSIONER or his/her designated representative, including but not limited to employees of the Bureau of Environmental Health Services Food and Beverage Control Program of the City of St. Louis Department of Health, whose specific purpose is to assure the safety of FOOD ingested or imbibed in public places.

(c) Add the following definitions in **1-201.10(B)**:

"**Commissioner**" means the Commissioner of Health for the City of St. Louis.

"**Critical Item**" means a provision of this Code, that, if in noncompliance, is more likely than other violations to contribute to FOOD contamination, illness, or environmental health HAZARD.

"**Grocery store**" means a food establishment in which any place or section of the place offers food and food products to the consumer which are intended for off-premise consumption. The term includes delicatessens that offer prepared food in bulk quantities only, markets and convenience stores that sell potentially hazardous foods that are prepackaged. The term does not include establishments which handle only prepackaged, non-potentially hazardous foods; roadside markets and open air markets that offer only whole, uncut fresh fruits and vegetables for sale; restaurant type establishments; or food and beverage vending machines.

"**Ice**" for use as a FOOD or as a cooling medium means ice from an APPROVED source.

"**Mobile Food Establishment**" means a FOOD ESTABLISHMENT which travels from a fixed servicing area to one or more locations to serve FOOD or drink, and includes:

- (1) Pushcarts, which are FOOD ESTABLISHMENTS that are non-motorized wheeled carts propelled solely by human power;
- (2) Full-prep mobile FOOD ESTABLISHMENTS, which are vehicles which serve unpackaged FOOD prepared on or off the vehicle; and
- (3) Packaged food mobile FOOD ESTABLISHMENTS, which are vehicles which serve only pre-packaged, ready-to-eat FOOD or drink and/or whole, uncut fruit and/or vegetables from an APPROVED source.

"**Order of Cessation**" means a written notice to cease FOOD service operation issued by the COMMISSIONER forthwith or in conjunction with the suspension of a FOOD ESTABLISHMENT PERMIT or GROCERY STORE PERMIT.

“**Reconstituted**” means dehydrated FOOD products recombined with water or other liquids.

“**Seasonal Food Establishment**” means a FOOD ESTABLISHMENT that operates for fifteen (15) to one hundred twenty (120) days within any permit year; a SEASONAL FOOD ESTABLISHMENT must comply with all requirements applicable to a FOOD ESTABLISHMENT, except as expressly provided herein.

“**Unwholesome**” means the condition of any FOOD which is diseased, decayed, tainted, putrid, infected, poisoned, ADULTERATED, contaminated, unclean or otherwise impure or unfit for human consumption.

“**Volunteer**” means a person who performs work without pay in a FOOD ESTABLISHMENT or GROCERY STORE for thirty consecutive days or less in a twelve month period.

“**Wholesome**” means in sound condition, clean, free from adulteration and otherwise suitable for use as human FOOD.

(c) Delete the definition of “Servicing area” in ¶1-201.10(B) and insert in lieu thereof the following:

“**Servicing area**” means a FOOD ESTABLISHMENT or GROCERY STORE that serves as an operating base location to which a MOBILE FOOD ESTABLISHMENT or transportation vehicle returns regularly for such things as vehicle and equipment cleaning, discharging liquid or solid wastes, refilling water tanks and ICE bins, and boarding FOOD.

2. Chapter 2.

(a) Add the following at the end of ¶2-201.11 A(1) :

(f) Any symptom required by the COMMISSIONER where deemed necessary to protect the public health.

(b) Add the following at the end of ¶2-201.11 A(2):

(f) A diagnosis required by the COMMISSIONER when deemed necessary to protect the public health.

(c) Delete ¶2-102.11 (B) and add in lieu thereof:

(B) Being a certified FOOD protection manager who has shown proficiency of required information through passing a test that is part of an ACCREDITED PROGRAM; and

(d) Add as ¶2-201.14 the following:

Hepatitis A Immunization

(A) Every holder of a PERMIT for a FOOD ESTABLISHMENT, operating for more than ten days, shall verify a certificate of immunization from a health care provider for the Hepatitis A virus from every EMPLOYEE assigned to the preparation, display or service of FOOD for such FOOD ESTABLISHMENT within thirty (30) days after the commencement of such EMPLOYEE’S employment with the PERMIT HOLDER, unless:

(1) such EMPLOYEE objects to vaccination because of a religious belief; or

(2) such EMPLOYEE provides a statement from a health care provider that such EMPLOYEE :

(a) is immune from the Hepatitis A virus; or

(b) is pregnant; or

(c) is allergic to the Hepatitis A vaccine; or

(3) the PERMIT HOLDER certifies to the REGULATORY AUTHORITY that such EMPLOYEE is a VOLUNTEER.

(B) The PERMIT HOLDER shall maintain a copy of the certificate of immunization for the Hepatitis A virus, or other documents as provided for in ¶ (A), for each designated EMPLOYEE throughout the period of such EMPLOYEE’S employment

and for a period of six months (6) following the termination of such employment and shall make such copies available for inspection by inspectors for the REGULATORY AUTHORITY or the State of Missouri upon request.

A certificate of immunization as required by ¶ (A) shall be sufficient for purposes of this Section if it certifies that the EMPLOYEE has received the initial vaccination for the Hepatitis A virus within the previous six (6) months, so long as such EMPLOYEE provides the PERMIT HOLDER with a certification of the required booster shot within one year of the date of the original vaccination.

- (C) Failure on the part of the PERMIT HOLDER to
- (1) verify a certificate of immunization for the Hepatitis A virus from every EMPLOYEE assigned to the preparation, display or service of FOOD for such FOOD ESTABLISHMENT; or
 - (2) maintain a copy of the certificate of immunization for the Hepatitis A virus, or other documents as provided for in this Section , for each designated EMPLOYEE throughout the period of such EMPLOYEE'S employment and for a period of six (6) months following the termination of such employment; or
 - (3) make copies of such certificates of immunization, or other documents as provided for in ¶ (A), available for inspection by inspectors for the REGULATORY AUTHORITY or the State of Missouri, shall constitute a violation of this ordinance and a hazard to public health. The COMMISSIONER is authorized to suspend or revoke the FOOD ESTABLISHMENT PERMIT of any PERSON found in violation of the provisions of this section as provided by LAW.

(e) Add as **2-301.13** the following:

Special Handwash Procedures. Special handwash procedures may be required by the COMMISSIONER when deemed necessary to protect the public health.

(f) Add as **2-101.11(A)** the following:

(A) The PERMIT HOLDER shall be the PERSON IN CHARGE or shall designate a PERSON IN CHARGE and shall ensure that a PERSON IN CHARGE IS present at the FOOD ESTABLISHMENT or GROCERY STORE during all hours of operation.

(g) Add as **2-103.11 (A)** the following:

(A) FOOD ESTABLISHMENT or GROCERY STORE operations are not conducted in a private home or in a room used as living or sleeping quarters as specified under 6-202.111;

3. Chapter 3.

(a) Add the following:

3-307.12:

Emergency Occurrences. In the event of a fire, flood, power outage, natural or manmade disaster, or similar event that might result in the contamination of food, or that might prevent POTENTIALLY HAZARDOUS FOOD from being held at required temperatures, the PERSON IN CHARGE shall immediately contact the REGULATORY AUTHORITY.

Upon receiving notice of such an occurrence, the REGULATORY AUTHORITY shall take whatever action it deems necessary to protect the public health.

(b) Add the following:

3-701.132 Examination and Condemnation of Food

(A) FOOD may be examined or samples may be taken for analysis to a laboratory designated by the COMMISSIONER as often as may be necessary to determine freedom from adulteration or misbranding.

(B) The REGULATORY AUTHORITY may, upon written notice to the owner or PERSON IN CHARGE, issue an order placing a hold on any FOOD which the REGULATORY AUTHORITY has probable cause to believe or has determined to be unwholesome or otherwise adulterated or misbranded. Under such a hold order, FOOD shall be permitted to be suitably stored but may not be sold or given away. If this FOOD is not stored under the requirements of this chapter, immediate condemnation and destruction of the FOOD shall be ordered by the COMMISSIONER.

(C) It is a violation of this ordinance for any PERSON to disobey or in any manner interfere with an order of the REGULATORY AUTHORITY placing a hold on FOOD. It is a violation of this ordinance for any PERSON to remove or alter a hold order, notice, or tag placed on FOOD by the REGULATORY AUTHORITY, or to re-label or re-pack, or reprocess or alter or dispose of any FOOD or the containers thereof upon which an order to hold has been issued by the REGULATORY AUTHORITY, except with the written consent of the REGULATORY AUTHORITY.

(D) Any PERSON aggrieved by an order to hold FOOD may have a hearing before the COMMISSIONER if written request is made within ten (10) days from the service of the notice of the order. After a hearing, the COMMISSIONER may vacate the hold order. The COMMISSIONER may, by written order after a hearing, or after ten (10) days if no hearing is requested, direct the PERMIT HOLDER or PERSON IN CHARGE of the FOOD which was placed on hold to denature or destroy such FOOD or to bring it into compliance with the provisions of this chapter.

(E) If the COMMISSIONER has cause to believe that any FOOD item is a risk to the public health based on failure to meet the requirements of this chapter, a condemnation of such FOOD item may be issued resulting in immediate disposal of such FOOD item.

(c) Add as **3-201.11 (B)** the following:

(B) FOOD prepared in a private home may not be used or offered for human consumption in a FOOD ESTABLISHMENT or GROCERY STORE.

(D) Add as **3-602.11 (A)** the following:

(A) FOOD PACKAGED in a FOOD ESTABLISHMENT or GROCERY STORE, shall be labeled specified in LAW, including 21 CFR 101- Food labeling, and 9 CFR 317 Labeling, marking devices, and containers.

4. Chapter 5.

(a) Delete **§5.104.12** and insert in lieu thereof the following:

5.104.12; Alternative Water Supply

Water meeting the requirements specified under Subparts **5-101, §5-102, and §5-103**, shall be made available for a mobile facility, for a temporary food establishment without a permanent water supply and for a food establishment or GROCERY STORE with a temporary interruption of no more than 24 hours of its water supply through:

- (1) A supply of containers of chemically BOTTLED DRINKING WATER;
- (2) One or more closed portable water containers;
- (3) An enclosed vehicle water tank;
- (4) An on-premises water storage tank; or
- (5) Piping, tubing, or hoses connected to an adjacent APPROVED source.

(b) Delete **5-204.11** and insert in lieu thereof the following:

5-204.11 Handwashing Sinks

A HANDWASHING SINK shall be located:

- (1) To allow convenient use by EMPLOYEES in FOOD preparation, FOOD dispensing, and WAREWASHING

areas; no EMPLOYEE in such areas shall be required to travel more than twenty (20) feet from any work station, or to pass through a door or other obstruction to reach a HANDWASHING SINK; and

(2) In, or immediately adjacent to, toilet rooms.

(c) Delete **5-202.12** and insert in lieu thereof the following:

5-202.12 Handwashing Sink, Installation.

(A) A HANDWASHING SINK shall be equipped to provide water at a temperature of at least 38°C (100°F) through a mixing valve or combination faucet.

(B) A steam mixing valve may not be used at a HANDWASHING SINK.

(C) A self-closing, slow-closing, or metering faucet shall provide a flow of water for at least 15 seconds without the need to reactivate the faucet. Self-closing, slow-closing, or metering faucets are prohibited in FOOD preparation, FOOD service or UTENSIL washing areas.

(D) An automatic handwashing facility shall be installed in accordance with manufacturer's instructions.

(d) Add as **5-101.13** the following:

BOTTLED DRINKING WATER used or sold in a FOOD ESTABLISHMENT or GROCERY STORE shall be obtained from APPROVED sources in accordance with 21 CFR- Processing and Bottling of BOTTLED DRINKING WATER.

(e) Add as **5-501.10** the following:

If located within the FOOD ESTABLISHMENT or GROCERY STORE, a storage area for REFUSE, recyclables, and returnables shall meet the requirements specified under 6-101.11, 6-201.11 – 6-201.18, 6-202.15, and 6-202.16.

(f) Add as **5-501.15 (A)** the following:

(A) Receptacles and waste handling units for REFUSE, recyclables, and returnables used with materials containing FOOD residue and used outside the FOOD ESTABLISHMENT or GROCERY STORE shall be designed and constructed to have tight-fitting lids, doors, or covers.

5. Chapter 6

(a) Delete **6-301.12** and insert in lieu thereof the following:

6-301.12 Hand Drying Provision.

Each HANDWASHING SINK or group of adjacent HANDWASHING SINKS shall be provided with:

(1) Individual, disposable towels;

(2) A continuous towel system that supplies the user with a clean towel; or

(3) A heated-air hand drying device; or

(4) A hand drying device that employs an air-knife system that delivers high velocity, pressurized air at ambient temperatures provided, items (2), (3), and (4) do not apply to handwashing sinks in FOOD preparation, FOOD service or UTENSIL washing areas.

(b) Add as **6-201.13 (A)** the following:

(A) In FOOD ESTABLISHMENTS or GROCERY STORES in which cleaning methods other than water flushing are used for cleaning floors, the floor and wall junctures shall be coved and closed to no larger than 1mm.

(c) Add as **6-202.16** the following

Perimeter walls and roofs of a FOOD ESTABLISHMENT or GROCERY STORE shall effectively protect the establishment from the weather and the entry of insects, rodents, and other animals.

(d) Delete **6-501.115** and insert in lieu thereof the following:

6-501.115 Prohibiting Animals

(A) Except as specified in ¶¶ (B) and (C) of this section, live animals may not be allowed on the PREMISES of a FOOD ESTABLISHMENT or GROCERY STORE.

(B) Live animals may be allowed in the following situations if the contamination of FOOD, clean EQUIPMENT, UTENSILS, and LINENS, and unwrapped SINGLE-SERVICE and SINGLE-USE ARTICLES cannot result:

(1) Edible FISH or decorative FISH in aquariums, shellfish or crustacea on ICE or under refrigeration, and shellfish and crustacea in display tank systems;

(2) Patrol dogs accompanying police or security officers in offices and dining, sales, and storage areas, and sentry dogs running loose in outside fenced areas;

(3) In areas that are not used for FOOD preparation and that are usually open for customers, such as dining and sales areas, SERVICE ANIMALS that are controlled by the disabled EMPLOYEE or PERSON, if a health or safety HAZARD will not result from the presence or activities of the SERVICE ANIMAL;

(4) Pets in the common dining areas of institutional care facilities such as nursing homes, assisted living facilities, group homes, or residential care facilities at times other than during meals if:

(a) Effective partitioning and self-closing doors separate the common dining areas from FOOD storage or FOOD preparation areas,

(b) Condiments, EQUIPMENT, and UTENSILS are stored in enclosed cabinets or removed from the common dining areas when pets are present, and

(c) Dining areas including tables, countertops, and similar surfaces are effectively cleaned before the next meal service;

(5) In areas that are not used for FOOD preparation, storage, display, or dining, in which there are caged animals or animals that are similarly confined, such as in a variety store that sells pets or a tourist park that displays animals; and

(6) Dogs in outdoor patio establishments that meet all requirements of Ordinance 67611.

(C) Live or dead fish bait may be stored if contamination of FOOD, clean EQUIPMENT, UTENSILS, and LINENS, and unwrapped SINGLE-SERVICE and SINGLE-USE ARTICLES can not result.

(D) VARIANCES may be granted by the COMMISSIONER as provided by Section 10-101.13.

Section Four. The following provisions are hereby adopted as Part Two of the St. Louis Food Code, effective ninety (90) days after the effective date of this ordinance:

1. Chapter 8 MOBILE FOOD SERVICE

8-101.11 Mobile Food Service-General

MOBILE FOOD ESTABLISHMENTS shall comply with the requirements of this chapter, except as otherwise provided in this section and in **§8-101.12**.

(A) The REGULATORY AUTHORITY may impose additional requirements to protect against health HAZARDS

related to the conduct of the FOOD ESTABLISHMENT as a mobile operation and may prohibit the sale of some or all POTENTIALLY HAZARDOUS FOOD.

(B) The REGULATORY AUTHORITY may grant a VARIANCE as provided by §10-101.13 of requirements of this chapter relating to physical facilities, except those requirements of §§8-101.16, 8-101.17, 8-101.18, and 8-101.19.

8-101.12 Mobile Food Service-Restricted Operation

MOBILE FOOD ESTABLISHMENTS serving only ready to eat FOOD, packaged in individual servings, transported and stored under conditions meeting the requirements of this chapter, or beverages that are not potentially hazardous and are dispensed from covered urns or other protected EQUIPMENT, need not comply with requirements of this chapter pertaining to water and SEWAGE systems nor with those requirements pertaining to the cleaning and sanitization of EQUIPMENT and UTENSILS if the required EQUIPMENT for cleaning and sanitization exists at the commissary. Hot tamales or frankfurters may also be prepared and served from these MOBILE FOOD ESTABLISHMENTS.

8-101.13 Mobile Food Service-Motorized Wheeled Vehicle Requirements

(A) Every motor vehicle used by a MOBILE FOOD ESTABLISHMENT in the conduct of its business shall comply with the following requirements:

- (1) The vehicle shall be enclosed with top and sides.
- (2) The interior floor, walls and ceiling of each vehicle shall be of smooth, not readily corrodible, impervious material capable of withstanding repeated washing and scrubbing and shall be finished in a light color. Each vehicle shall be well-painted, in good repair, in good sanitary condition, and shall not be used for any other purpose except as provided in this section.
- (3) The FOOD service sections of the vehicle shall be insect and rodent proof.
- (4) The FOOD ESTABLISHMENT reference number shall appear on both sides of the vehicle in letters at least two inches in height.
- (5) All FOOD service EQUIPMENT utilized in the mobile FOOD operation shall be of easily cleanable construction and shall be maintained in good repair and shall be clean.
- (6) When required, a ventilation system shall be provided and operated in compliance with §§4-202.18, 4-204.11 and 4-301.14.

B) MOBILE FOOD ESTABLISHMENTS which are Pushcarts shall comply with the following requirements:

- (1) Constructed of stainless steel or other corrosion resistant nonabsorbent material and shall be easily cleanable and durable under normal conditions.
- (2) All EQUIPMENT utilized in the FOOD service operation shall be National Sanitation Foundation (NSF) approved or equivalent.
- (3) Such additional features related to the safe dispensing of FOOD, beverage and flavorings, as may be required by the REGULATORY AUTHORITY.
- (4) The FOOD ESTABLISHMENT reference number shall appear on both sides of the cart in letters at least two inches in height.

8-101.14 Mobile Food Service-Refrigeration and Heating Equipment*

(A) Adequate mechanical refrigeration or its equivalent as approved by the REGULATORY AUTHORITY shall be provided and all POTENTIALLY HAZARDOUS FOOD and other perishable products, including meat sandwiches, ice cream, ice milk, frozen dessert mix and frozen desserts, shall be stored in the vehicle at a temperature not in excess of 41° F (5° C).

(B) Each hot FOOD facility storing POTENTIALLY HAZARDOUS FOOD shall be equipped with a thermometer

to indicate the internal temperature of the facility. The internal temperature of POTENTIALLY HAZARDOUS FOOD shall be 135°F (57°C) or above.

8-101.15 Mobile Food Service-Single Service and Single Use Articles*

Only SINGLE-SERVICE and SINGLE-USE ARTICLES shall be used. All SINGLE-SERVICE and SINGLE-USE ARTICLES shall be stored in a clean place, properly handled, used only once and protected from contamination by customers, dust, dirt or insects.

8-101.16 Mobile Food Service-Water-System*

(A) A MOBILE FOOD ESTABLISHMENT requiring a water system shall have a potable water system under pressure. The system shall be of sufficient capacity to furnish enough hot and cold water for FOOD preparation, UTENSIL cleaning and sanitizing, and hand washing, in accordance with the requirement of this ordinance.

(B) The water inlet shall be located so that it will not be contaminated by waste discharge, road dust, oil, or grease, and it shall be kept capped unless being filled.

(C) The water inlet shall be provided with a transition connection of a size or type that will prevent its use for any other service. All water distribution pipes or tubing shall be constructed and installed in accordance with the requirements of this ordinance.

8-101.17 Mobile Food Service-Waste Retention*

(A) If liquid waste results from operation of a MOBILE FOOD ESTABLISHMENT, the waste shall be stored in a permanently installed retention tank the capacity of which is at least fifteen (15) percent larger than the water supply tank. Liquid waste shall not be discharged from the retention tank when the MOBILE FOOD ESTABLISHMENT is in motion.

(B) All connections on the vehicle for servicing MOBILE FOOD ESTABLISHMENT waste disposal facilities shall be of a different size or type than those used for supplying potable water to the MOBILE FOOD ESTABLISHMENT. The waste connection shall be located lower than the water inlet connection to prevent contamination of the potable water system.

8-101.18 Mobile Food Service-Commissary, Base of Operations*

(A) MOBILE FOOD ESTABLISHMENTS shall operate from a commissary or other fixed FOOD ESTABLISHMENT and shall report at least daily to such location for all supplies and for all cleaning and servicing operations.

(B) The commissary or other fixed FOOD ESTABLISHMENT used as a base of operation for MOBILE FOOD ESTABLISHMENTS shall be constructed and operated in compliance with the requirements of this chapter.

8-101.19 Mobile Food Service-Servicing

(A) A servicing area with overhead protection separated from the commissary operations shall be provided for supplying and maintaining MOBILE FOOD ESTABLISHMENTS. This servicing area shall be constructed and operated in compliance with the requirements of this chapter.

(B) This servicing area will not be required where only packaged FOOD is placed on the MOBILE FOOD ESTABLISHMENT or where MOBILE FOOD ESTABLISHMENTS do not contain waste retention tanks.

8-101.20 Mobile Food Service-Servicing Operations*

(A) Potable water servicing EQUIPMENT shall be installed according to LAW and shall be stored and handled in a way that protects the water and EQUIPMENT from contamination.

(B) The MOBILE FOOD ESTABLISHMENT'S liquid waste retention tank, where used, shall be thoroughly flushed and drained during the servicing operation. All liquid waste shall be discharged to a sanitary SEWAGE disposal system in accordance with §5-104.12.

(C) MOBILE FOOD ESTABLISHMENTS shall report daily to a fixed FOOD ESTABLISHMENT for all FOOD,

supplies, all interior and exterior cleaning, servicing operations, and waste disposal. MOBILE FOOD ESTABLISHMENTS shall not store POTENTIALLY HAZARDOUS FOOD on the vehicle during non-operating hours. MOBILE FOOD ESTABLISHMENTS shall have menus reviewed and approved by the REGULATORY AUTHORITY and shall be powered and constructed in accordance with a design reviewed and approved by the REGULATORY AUTHORITY prior to issuance of a FOOD PERMIT.

2. Chapter 9 TEMPORARY FOOD SERVICE

9-101.11 General Information A TEMPORARY FOOD ESTABLISHMENT shall comply with the requirements of this ordinance. The REGULATORY AUTHORITY may impose additional requirements to protect against health HAZARDS related to the conduct of the TEMPORARY FOOD ESTABLISHMENT, may prohibit the sale of some or all POTENTIALLY HAZARDOUS FOOD, and may grant a VARIANCE as provided by **Section 10-101.13** of requirements of this chapter.

9-101.12 Restricted Operations

(A) This section applies whenever a TEMPORARY FOOD ESTABLISHMENT is permitted, under **§9-101-11**, to operate without complying with all the requirements of this chapter concerning temporary FOOD service.

(B) Only those POTENTIALLY HAZARDOUS FOODS requiring limited preparation, such as hamburgers and frankfurters that only require seasoning and cooking, shall be prepared or served. The preparation or service of other POTENTIALLY HAZARDOUS FOOD, including pastries filled with cream or synthetic cream, custards, and similar products, and salads or sandwiches containing MEAT, POULTRY, EGGS, or FISH, is prohibited. This prohibition does not apply to any POTENTIALLY HAZARDOUS FOOD that has been prepared and packaged under conditions meeting the requirements of this ordinance, is obtained in individual servings, is stored at a temperature of 41°F (5°C) or below, or at a temperature of 135°F (57°C) or above, in facilities meeting the requirements of this chapter, and is served directly in the unopened container in which it was packaged.

9-101.13 Ice

ICE that is consumed or that contacts FOOD in TEMPORARY FOOD ESTABLISHMENTS shall be made under conditions meeting the requirements of this ordinance. The ICE shall be obtained only in chipped, crushed, or cubed form and in single-use safe plastic or wet-strength paper bags filled and sealed at the point of manufacture. The ICE shall be held in these bags until it is dispensed in a way that protects it from contamination.

9-101.14 Equipment

(A) EQUIPMENT shall be located and installed in a way that prevents FOOD contamination and that also facilitates cleaning the TEMPORARY FOOD ESTABLISHMENT .

(B) FOOD-CONTACT SURFACES or EQUIPMENT shall be protected from contamination by CONSUMERS and other contaminating agents. Effective shields for such EQUIPMENT shall be provided, as necessary, to prevent contamination.

9-101.15 Single Service, Single-Use Articles

All TEMPORARY FOOD ESTABLISHMENTS without effective facilities for cleaning and sanitizing TABLEWARE shall provide only SINGLE-SERVICE and SINGLE-USE ARTICLES for use by the CONSUMER.

9-101.16 Water*

Enough potable water shall be available in the TEMPORARY FOOD ESTABLISHMENT for FOOD preparation, for cleaning and sanitizing UTENSILS and EQUIPMENT, and for hand washing. A heating facility capable of producing enough hot water for these purposes shall be provided on the premises.

9-101.17 Wet Storage

Storage of packaged FOOD in contact with water or undrained ice is prohibited. Wrapped sandwiches shall not be stored in direct contact with ice.

9-101.18 Waste*

All SEWAGE, including liquid waste, shall be disposed of according to LAW.

9-101.19 Hand Washing*

A convenient hand washing facility shall be available for EMPLOYEE hand washing. This facility shall consist, at least, of warm running water, soap, and individual paper towels. If approved by the REGULATORY AUTHORITY, when FOOD exposure is limited and handwashing facilities are not conveniently available, such as in some MOBILE FOOD ESTABLISHMENTS or TEMPORARY FOOD ESTABLISHMENTS or at some vending machine locations, EMPLOYEES may use chemically treated towelettes for hand washing.

9-101.20 Floors and Ceilings

(A) Floors shall be constructed of concrete, asphalt, tight wood, or other similar cleanable material kept in good repair. Dirt or gravel, when graded to drain, may be used as sub-flooring when covered with clean, removable platforms or duckboards.

(B) Booths must have overhead covers, such as tents, canopies, or ceilings made of wood, canvas, or other material, to protect FOOD from overhead contamination. Physical barriers such as counters or tables must be used to separate the FOOD service area from the customers.

3. Chapter 10 COMPLIANCE AND ENFORCEMENT**A. CODE APPLICABILITY****10-101.11 Underlying Purpose; Administration; Additional Requirements**

(A) The COMMISSIONER and the REGULATORY AUTHORITY shall apply and administer this ordinance to promote its underlying purpose of safeguarding public health and ensuring that FOOD is safe, unadulterated, and honestly presented when offered to the CONSUMER.

(B) The Board of Aldermen finds and declares that :

- i) this ordinance is a police regulation necessary to protect the public health, safety, welfare and peace;
- ii) the effective administration of this ordinance will entail the exercise from time to time of administrative discretion;
- iii) it is not possible to provide in legislation comprehensive rules for the appropriate exercise of administrative discretion in all circumstances relating to food preparation and handling;
- iv) accordingly, it is appropriate to vest discretion in the COMMISSIONER and the REGULATORY AUTHORITY in circumstances where matters affecting safe food preparation and handling are not expressly addressed by this ordinance, and it is the intent of the Board of Aldermen, to the fullest extent permitted by law, to vest such discretion in the COMMISSIONER and the REGULATORY AUTHORITY, to be exercised in furtherance of the underlying purpose of this Ordinance.

(C) If necessary to protect against public health HAZARDS or nuisances, the REGULATORY AUTHORITY may impose specific requirements in addition to the requirements contained in this ordinance.

(D) The REGULATORY AUTHORITY shall document the conditions that necessitate the imposition of additional requirements and the underlying public health rationale. The documentation shall be provided to the PERMIT applicant or PERMIT HOLDER and a copy shall be maintained in the REGULATORY AUTHORITY'S file for the FOOD ESTABLISHMENT.

10-101.12 Preexisting Facilities or Equipment

In enforcing the provisions of this ordinance, the REGULATORY AUTHORITY shall assess existing facilities or EQUIPMENT that were in use before the effective date of this ordinance based on the following considerations:

- (1) Whether the facilities or EQUIPMENT are in good repair and capable of being maintained in a sanitary condition;
- (2) Whether FOOD-CONTACT SURFACES comply with **§4-101.11**; and
- (3) Whether the capacities of cooling, heating and holding EQUIPMENT are sufficient to comply with **§4-301.11**

10-101.13 Variances: Modifications and Waivers

The COMMISSIONER may grant a VARIANCE by modifying or waiving requirements of this ordinance if in the opinion of the COMMISSIONER a health HAZARD or nuisance will not result from the VARIANCE. If a VARIANCE is granted, the REGULATORY AUTHORITY shall retain the information specified under **§10-101.14** in its records for the FOOD ESTABLISHMENT.

10-101.14 Documentation of Proposed Variance and Justification

Before a VARIANCE from a requirement of this ordinance is granted, the following information shall be provided by the PERSON requesting the VARIANCE and retained in the REGULATORY AUTHORITY'S file on the FOOD ESTABLISHMENT :

- (A) A statement of the proposed VARIANCE of the ordinance requirement citing relevant ordinance section numbers;
- (B) An analysis of the rationale for how the potential public health HAZARDS or nuisances addressed by the relevant ordinance sections will be alternatively addressed by the proposal; and
- (C) A HACCP PLAN if required as specified under 10-101.18(A) that includes the information specified under **§10-101.19** as it is relevant to the VARIANCE requested.

10-101.15 Conformance with Approved Procedures

If the COMMISSIONER grants a VARIANCE pursuant to **§10-101.13**, or a HACCP PLAN is otherwise required as specified under **§10.101.18**, the PERMIT HOLDER shall:

- (A) Comply with the HACCP PLANS and procedures that are submitted as specified under **§10-101.19** and approved as a basis for the modification or waiver; and
- (B) Maintain and provide to the REGULATORY AUTHORITY, upon request, records specified under **10-101.19 (D) and (E)** that demonstrate that the following are routinely employed:
 - (1) Procedures for monitoring the CRITICAL CONTROL POINTS,
 - (2) Monitoring of the CRITICAL CONTROL POINTS,
 - (3) Verification of the effectiveness of the operation or process, and
 - (4) Necessary corrective actions if there is failure at a CRITICAL CONTROL POINT.

B. PLAN SUBMISSION AND APPROVAL**10-101.16 When Facility and Operating Plans Are Required**

A PERMIT applicant or PERMIT HOLDER shall submit to the REGULATORY AUTHORITY properly prepared plans and specifications for review and approval before:

- (1) The construction of a FOOD ESTABLISHMENT or GROCERY STORE;

- (2) The conversion of an existing structure for use as a FOOD ESTABLISHMENT or GROCERY STORE;
- (3) The remodeling of a FOOD ESTABLISHMENT or GROCERY STORE or a change of type of FOOD ESTABLISHMENT or FOOD operation as specified under ¶10-101.27(C) if the REGULATORY AUTHORITY determines that plans and specifications are necessary to ensure compliance with this ordinance.

10-101.17 Contents of the Plans and Specifications

The plans and specifications for a FOOD ESTABLISHMENT, including a FOOD ESTABLISHMENT specified under §10-101.18, shall include, as required by the REGULATORY AUTHORITY based on the type of operation, type of FOOD preparation and FOODS prepared, the following information to demonstrate conformance with the provisions of this ordinance:

- (1) Intended menu;
- (2) Anticipated volume of FOOD to be stored, prepared, and sold or served;
- (3) Proposed layout, mechanical schematics, construction materials, and finish schedules;
- (4) Proposed EQUIPMENT types, manufacturers, model numbers, locations, dimensions, performance capacities, and installation specifications;
- (5) Evidence that standard procedures that ensure compliance with the requirements of this ordinance have been developed or are being developed; and
- (6) Other information that may be required by the REGULATORY AUTHORITY for the proper review of the proposed construction, conversion or modification, and procedures for operating a FOOD ESTABLISHMENT.

10-101.18 When a HACCP Plan is Required

(A) Before engaging in an activity that requires a HACCP Plan, a PERMIT applicant or PERMIT HOLDER shall submit to the REGULATORY AUTHORITY for approval a properly prepared HACCP plan as specified under §10-101.19 and the relevant provisions of this ordinance if:

- (1) Submission of a HACCP PLAN is required according to LAW;
- (2) A VARIANCE IS required as specified under ¶3-401.11(D)(4), §3-502.11, or ¶4-204.110 (B);
- (3) The REGULATORY AUTHORITY determines that a FOOD preparation or processing method requires a VARIANCE based on a plan submittal specified under §10-101.17, an inspectional finding, or a VARIANCE request.

(B) A PERMIT applicant or PERMIT HOLDER shall have a properly prepared HACCP PLAN as specified under §3-502.12.

10-101.19 Contents of a HACCP Plan

For a FOOD ESTABLISHMENT that is required under §10-101.18 to have a HACCP PLAN, the plan and specifications shall indicate:

- (1) A categorization of the types of POTENTIALLY HAZARDOUS FOODS (TIME/TEMPERATURE CONTROL FOR SAFETY FOODS) that are specified in the menu such as soups and sauces, salads, and bulk solid FOODS such as MEAT roasts, or of other FOODS that are specified by the REGULATORY AUTHORITY;
- (2) A flow diagram by specific FOOD or category type identifying CRITICAL CONTROL POINTS and providing information on the following:

- (a) Ingredients, materials, and EQUIPMENT used in the preparation of that FOOD;
- (b) Formulations or recipes that delineate methods and procedural control measures that address the FOOD safety concerns involved;
- (3) FOOD EMPLOYEE and supervisory training plan that addresses the FOOD safety issues of concern;
- (4) A statement of standard operating procedures for the plan under consideration including clearly identifying:
 - (a) Each CRITICAL CONTROL POINT,
 - (b) The CRITICAL LIMITS for each CRITICAL CONTROL POINT,
 - (c) The method and frequency for monitoring and controlling each CRITICAL CONTROL POINT by the FOOD EMPLOYEE designated by the PERSON IN CHARGE,
 - (d) The method and frequency for the PERSON IN CHARGE to routinely verify that the FOOD EMPLOYEE is following standard operating procedures and monitoring CRITICAL CONTROL POINTS,
 - (e) Action to be taken by the PERSON IN CHARGE if the CRITICAL LIMITS for each CRITICAL CONTROL POINT are not met,
 - (f) Records to be maintained by the PERSON IN CHARGE to demonstrate that the HACCP Plan is properly operated and managed, and
 - (g) Additional scientific data or other information, as required by the REGULATORY AUTHORITY, supporting the determination that FOOD safety is not compromised by the proposal.

10-101.20 Food Service Sanitation Course Certificate; Food Handler Training*

- (A) The COMMISSIONER shall establish minimum standards for FOOD service sanitation training of food handlers.
- (B) At least one representative of management or EMPLOYEE appointed by management of any FOOD ESTABLISHMENT must attend a training program designated by the COMMISSIONER and show evidence of satisfactory completion of an approved food service sanitation course by providing a Food Service Sanitation Course Certificate. This certificate or proof of paid enrollment in a training course to obtain the certificate must be submitted prior to the issuance of a FOOD ESTABLISHMENT PERMIT. This requirement will not apply to temporary PERMIT HOLDERS.
- (C) A Food Service Sanitation Course Certificate must be renewed every five (5) years. Failure to attend refresher training will be cause to suspend the FOOD ESTABLISHMENT'S PERMIT.
- (D) Consistent violators of this chapter, as determined by the COMMISSIONER, shall be required to attend refresher training. Failure to attend refresher training within the time limit designated by the COMMISSIONER will be cause for suspension and/or revocation of PERMIT.
- (E) Each Food Service Sanitation Course Certificate must be posted in the establishment for review by the REGULATORY AUTHORITY. Failure to post a current certificate in the establishment is a critical violation.
- (F) The COMMISSIONER may by regulation effective not less than sixty days after its issuance require that all FOOD handlers employed in FOOD or beverage ESTABLISHMENTS or in retail FOOD operations successfully complete a FOOD handler training program and earn a certificate of program completion. Newly employed FOOD handlers shall complete such program within 30 days after the date of hire. FOOD handlers employed as of the effective date of such regulation shall complete such program within one year after the date of the effective date of such regulation. This training program shall consist of a short course in FOOD handling safety presented by the REGULATORY AUTHORITY. After certification FOOD handlers shall maintain a valid certificate of program completion at all times during employment. The COMMISSIONER's regulation shall provide for a fee for this certification based on the cost of the training program, the length and content of the required course, and the duration of the certification. Any fees charged for such classes shall be held in a special fund, to be applied, subject to establishment and

appropriation, to expenses relating to the provision of such FOOD handler training program.

(G) The PERMIT HOLDER or proprietor of the establishment shall make available, upon request by the REGULATORY AUTHORITY, the certificates of FOOD handler training program completion for all FOOD handlers employed within the establishment.

(H) A FOOD handler who possesses a current manager's Food Sanitation Course Certificate as outlined under B shall be exempt from the requirement to attend additional FOOD handler training.

10-101.21 Trade Secrets

To the extent permitted by Missouri LAW, the REGULATORY AUTHORITY shall treat as confidential information that meets the criteria specified in LAW for a trade secret and is contained on inspection report forms and in the PLANS and specifications submitted as specified under §10-101.17 and §10-101.19.

10-101.22 Pre-operational Inspections

The REGULATORY AUTHORITY shall conduct one or more pre-operational PLAN inspection to verify that a FOOD ESTABLISHMENT or GROCERY STORE is constructed and equipped in accordance with the APPROVED PLANS and APPROVED modifications of those PLANS and has established standard operating procedures as specified under ¶10-101.17(5).

C. PERMIT TO OPERATE

10-101.23 Prerequisite for Operation

It shall be unlawful for any PERSON to operate a FOOD ESTABLISHMENT or GROCERY STORE within the City, who does not possess a valid PERMIT issued to such PERSON by the COMMISSIONER or renewed for such PERSON.

10-101.24 Application Procedure

(A) Any person desiring to operate a FOOD ESTABLISHMENT, or GROCERY STORE, or a TEMPORARY FOOD ESTABLISHMENT shall make written application for a PERMIT on forms provided by the Commissioner. FOOD ESTABLISHMENTS outside the City of St. Louis which desire to serve FOOD within the limits of the City of St. Louis must apply for and receive a FOOD PERMIT and business license from the City of St. Louis and conform to the provisions of this ordinance.

(B) An applicant shall submit an application for a PERMIT at least 30 calendar days before the date planned for opening a FOOD ESTABLISHMENT or GROCERY STORE or the expiration date of the current PERMIT for an existing facility, or at least two business days prior to the operation of a TEMPORARY FOOD ESTABLISHMENT.

10-101.25 Qualifications and Responsibilities of Applicants

To qualify for a PERMIT, an applicant shall:

- (1) Be an owner of the FOOD ESTABLISHMENT or GROCERY STORE or an officer of the legal owner;
- (2) Comply with the requirements of this ordinance;
- (3) As specified under §10-101.40, agree to allow access to the FOOD ESTABLISHMENT or GROCERY STORE and to provide required information; and
- (4) Pay the applicable PERMIT fees at the time the application is submitted.

10-101.26 Contents of Applications

(A) Any application shall include:

- (1) The name, social security number, mailing address, telephone number, and signature of the PERSON applying for the PERMIT and the name, mailing address, and location of the FOOD ESTABLISHMENT or GROCERY STORE;

- (2) Information specifying whether the FOOD ESTABLISHMENT or GROCERY STORE is owned by an association, corporation, individual, partnership, or other specified type of legal entity;
 - (3) Federal identification number (if other than an individual).
 - (4) A listing of the officers (Firm or Corporation).
 - (5) A statement specifying whether the FOOD ESTABLISHMENT or GROCERY STORE is mobile or stationary.
- (B) Mobile units must also submit:
- (1) A letter of permission from the FOOD ESTABLISHMENT or GROCERY STORE that will operate as the vehicle's servicing area.
 - (2) A copy of the latest inspection report of the FOOD ESTABLISHMENT or GROCERY STORE that will operate as the vehicle's servicing area.
 - (3) The design of the mobile unit and the FOOD ESTABLISHMENT or GROCERY STORE that will operate as the vehicle's servicing area for approval as a whole.
 - (4) A proposed menu.
- (C) Stationary establishments must also submit:
- (1) a copy of a current occupancy permit for a new or remodeled FOOD ESTABLISHMENT or GROCERY STORE;
 - (2) In new or remodeled establishments, a letter of approval from the REGULATORY AUTHORITY, indicating that plans have been reviewed and conform to the requirements of this ordinance;
 - (3) A statement specifying whether the FOOD ESTABLISHMENT or GROCERY STORE is temporary or permanent.
 - (4) If the application is for a TEMPORARY FOOD ESTABLISHMENT, its name and the dates, time and location of the proposed operation.
- (D) If the application is for either a TEMPORARY or permanent FOOD ESTABLISHMENT, the REGULATORY AUTHORITY shall make a PERMIT approval inspection to determine compliance with the provisions of this ordinance.

10-101.27 New, Converted, or Remodeled Establishments

For FOOD ESTABLISHMENTS that are required to submit plans as specified under **§10-101.16** the REGULATORY AUTHORITY shall issue a permit to the applicant after:

- (1) A properly completed application is submitted;
- (2) The required fee is submitted;
- (3) The required plans, specifications, and information are reviewed and APPROVED; and
- (4) A preoperational inspection as specified in **§10-101.22** shows that the establishment is built or remodeled in accordance with the approved plans and specifications and that the establishment is in compliance with this ordinance.

10-101.28 Plan Review For Future Construction

(A) When a FOOD ESTABLISHMENT or GROCERY STORE is hereafter constructed or extensively remodeled, or when an existing structure is converted for use as a FOOD ESTABLISHMENT or GROCERY STORE, properly prepared plans

and specifications for such construction, remodeling, alterations, location, size and type of fixed EQUIPMENT and facilities shall be submitted to the REGULATORY AUTHORITY for approval before such work is begun, and an application for a new PERMIT shall be submitted.

(B) The REGULATORY AUTHORITY shall approve such plans only if they comply with the requirements of this ordinance, but no such approval shall constitute approval under any other applicable LAW, ordinance or regulation governing the use, construction, or occupancy of property. A fee shall be assessed for the plan review:

- (a) Sixty dollars (\$60.00) if the establishment is determined to be in the low priority category, or a GROCERY STORE;
- (b) Eighty dollars (\$80.00) if the establishment is determined to be in the moderate priority category;
- (c) One hundred dollars (\$100.00) if the establishment is determined to be in the high priority category.

10-101.29 Existing Establishments, Permit Renewal, and Change of Ownership

The REGULATORY AUTHORITY may renew a PERMIT for an existing FOOD ESTABLISHMENT or may issue a PERMIT to a new owner of an existing FOOD ESTABLISHMENT after a properly completed application is submitted, reviewed, and approved, the fees are paid, and an inspection shows that the establishment is in compliance with this ordinance.

10-101.30 Issuance of Permits and Fees

- (A) All PERMITS shall be issued and/or revoked by the COMMISSIONER.
- (B) All PERMITS other than those for TEMPORARY FOOD ESTABLISHMENTS are renewable annually, upon submission of updated contact information for the PERMIT HOLDER on a standardized renewal form, payment of the appropriate annual fee, if any, and determination of the COMMISSIONER that all other requirements of this ordinance are met.
- (C) Applications for new annually renewable PERMITS are valid for only ninety (90) calendar days and will be filed without further action if the PERMIT is not APPROVED within that time. Any fee accompanying the application is non-refundable.
- (D) Annual PERMITS expire on the last day of the twelfth month after the PERMIT is originally issued. PERMIT renewal applications are due on or before the expiration date of the PERMIT.
- (E) The late filing charge for not timely filing an application to renew an annual PERMIT shall be \$50.00 (fifty dollars) per day after the PERMIT expires. Failure to file an application to renew an annual PERMIT by the fifteenth day after the PERMIT expires will result in the COMMISSIONER issuing an ORDER OF CESSATION to the FOOD ESTABLISHMENT, which will remain in effect until the PERMIT renewal is submitted and all applicable renewal and late filing charges are paid.
- (F) Permits for TEMPORARY FOOD ESTABLISHMENTS shall be issued for a period of time not to exceed 14 days. PERMITS shall be applied for at least two (2) business days prior to the operation of the TEMPORARY FOOD ESTABLISHMENT unless such deadline is waived by the REGULATORY AUTHORITY.
- (G) The License Collector shall issue a restaurant, alcoholic beverage or similar business license to a person only upon presentation of the APPROVED inspection report from the COMMISSIONER that all provisions of this ordinance have been met.
- (H) The appropriate fee must accompany all applications for PERMITS.
- (I) All PERMIT fees shall be in the form of a bank check or money order payable to "Health Commissioner of the City of St. Louis". The COMMISSIONER may decide to accept other methods of payment when feasible.
- (J) PERMIT Fee Amounts shall be as follows:
 - (1) The Initial Fee for a PERMIT for a new FOOD ESTABLISHMENT shall be one hundred sixty dollars (\$160.00);
 - (2) PERMIT Renewal Fees for FOOD ESTABLISHMENTS shall be based on a priority assessment of

each establishment conducted annually at the time of PERMIT renewal. Priority assessments shall be based on the State of Missouri Environmental Health Operational Guidelines, §3.2: Food Establishment Public Health Priority Assessment Worksheet, a copy of which is filed on record in the Office of the Register of the City of St. Louis. Such fees shall be:

- (a) One hundred thirty dollars (\$130.00) if the establishment is determined to be in the low priority category;
 - (b) Two hundred twenty dollars (\$220.00) if the establishment is determined to be in the moderate priority category;
 - (c) Three hundred ten dollars (\$310.00) if the establishment is determined to be in the high priority category.
- (3) TEMPORARY PERMIT fees shall be fifty dollars (\$50.00) a day per vendor for each proposed day of operation.
 - (4) GROCERY STORE PERMIT fees shall be two hundred thirty five dollars (\$235)

10-101.31 Denial of Application for Permit, Notice.

If an application for a PERMIT to operate is denied, the REGULATORY AUTHORITY shall provide the applicant with a notice that includes:

- (1) The specific reasons and ordinance citations for the PERMIT denial;
- (2) The actions, if any, that the applicant must take to qualify for a PERMIT; and
- (3) Advice of the applicant's right of appeal and the process and time frames for appeal that are provided in LAW.

10-101.32 Revocation of Permits

- (A) The COMMISSIONER may revoke a PERMIT:
 - (1) For serious or repeated violations of any of the requirements of this ordinance;
 - (2) For failure to pay applicable fees or charges under this ordinance or otherwise required by LAW;
 - (3) For materially false statements in an application for a PERMIT;
 - (4) For failure to have at least one representative who possesses a FOOD Service Sanitation Course Certificate present during hours of operation.
- (B) Process for Revocation
 - (1) If it has been determined that there is cause to revoke a PERMIT, the COMMISSIONER shall provide an opportunity for a hearing by notifying the PERMIT HOLDER or PERSON IN CHARGE of the FOOD ESTABLISHMENT, in writing, of the reason or reasons for a hearing in which the PERMIT is subject to revocation.
 - (2) Notice shall be deemed received where there is actual delivery of written notice by the REGULATORY AUTHORITY to the PERMIT HOLDER or PERSON IN CHARGE or when the written notice is sent by certified mail. A copy of the notice shall be filed in the records of the REGULATORY AUTHORITY.
 - (3) If the COMMISSIONER'S hearing results in a determination that the PERMIT should be revoked, the PERMIT shall immediately be suspended, and all operations at the establishment shall cease.
 - (4) A request for an appeal of a revocation determination can be filed with the Board of Public Service

within 10 days. If no appeal to the Board of Public Service is made, the PERMIT shall be revoked and void without further action.

(5) The hearing of the appeal provided for by ¶ (B) (4) shall be conducted by the Board of Public Service at a date and time designated by such Board. The Board shall make a finding based upon recorded evidence from the hearing. The Board shall furnish its decision to the COMMISSIONER and the PERMIT HOLDER in writing. The PERMIT suspension shall remain in effect until the Board of Public Service hearing is concluded and the PERMIT HOLDER is notified of the decision. The decision of the Board of Public Service shall be final.

(C) Whenever a revocation has become final, the PERMIT HOLDER whose PERMIT was revoked may reapply for a PERMIT after the expiration of ninety (90) days from the date of revocation. A person reapplying for a PERMIT after a revocation shall pay all applicable fees for a new PERMIT.

10-101.33 Responsibilities of the Permit Holder

Upon acceptance of a PERMIT issued by the REGULATORY AUTHORITY, the PERMIT HOLDER in order to retain the PERMIT shall:

- (1) Post the PERMIT in a location in the FOOD ESTABLISHMENT or GROCERY STORE that is conspicuous to CONSUMERS. Failure to post said PERMIT shall be cause for suspension or revocation of the PERMIT;
- (2) Comply with the applicable provisions of this ordinance, including but not limited to the conditions of a granted VARIANCE as specified under §10-101.15, and APPROVED PLANS as specified under §10-101.17;
- (3) If a FOOD ESTABLISHMENT is required under §10-101.18 to operate under a HACCP PLAN, comply with the PLAN as specified under §10-101.15;
- (5) Immediately contact the REGULATORY AUTHORITY to report an illness of a FOOD employee or CONDITIONAL EMPLOYEE as specified under §2-201.11;
- (6) Immediately discontinue operations and notify the REGULATORY AUTHORITY if an IMMINENT HEALTH HAZARD may exist as specified under §10-101.49;
- (7) Allow representatives of the REGULATORY AUTHORITY access to the FOOD ESTABLISHMENT as specified under §10-101.40;
- (8) Except as specified under ¶ (9) of this section, replace existing facilities and EQUIPMENT specified in §10-101.11 with facilities and EQUIPMENT that comply with this ordinance if:
 - (a) The REGULATORY AUTHORITY directs the replacement because the facilities and EQUIPMENT constitute a public health HAZARD or nuisance or no longer comply with the criteria upon which the facilities and EQUIPMENT were accepted,
 - (b) The REGULATORY AUTHORITY directs the replacement of the facilities and EQUIPMENT because of a change of ownership, or
 - (c) The facilities and EQUIPMENT are replaced in the normal course of operation;
- (9) Comply with directives of the REGULATORY AUTHORITY, including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives issued by the REGULATORY AUTHORITY in regard to the PERMIT HOLDER's establishment or in response to community emergencies;
- (10) Accept notices issued and served by the REGULATORY AUTHORITY according to LAW; and
- (11) Be subject to administrative, civil, injunctive, and criminal remedies or penalties authorized in LAW for failure to comply with this ordinance or a directive of the REGULATORY AUTHORITY, including time

frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives.

10-101.34 Permits Not Transferable

Only a PERSON who complies with the requirements of this chapter shall be entitled to receive and retain a PERMIT. A PERMIT may not be transferred from one PERSON to another PERSON, from one FOOD ESTABLISHMENT or GROCERY STORE to another, or from one type of operation to another if the FOOD operation changes from the type of operation specified in the application as specified under §§ 10.101.26 (C) and (D) and the change in operation is not approved.

D. INSPECTION AND CORRECTION OF VIOLATIONS

10-101.35 Routine Inspections

Following the initial inspection of a FOOD ESTABLISHMENT and the issuance of a permit by the COMMISSIONER, the REGULATORY AUTHORITY shall routinely inspect such establishment and shall make as many additional inspections and reinspection as are necessary to ensure that all provisions of this ordinance have been met.

(A) Establishment inspection frequency shall be based on a priority assessment of each establishment conducted annually at the time of PERMIT renewal.

(B) Priority assessments shall be based on the State of Missouri Environmental Health Operational Guidelines, §3.2: Food Establishment Public Health Priority

Assessment Worksheet:

- (1) Establishments that are considered to be low priority shall be inspected at least annually.
- (2) Establishments that are considered to be medium priority shall be inspected at least twice annually, or every 180 days.
- (3) Establishments that are considered to be high priority shall be inspected at least three times annually, or every 120 days.
- (4) Establishments that are classified as Grocery Stores shall be inspected at least annually.

10-101.36 Performance and Risk-Based Inspections

Within the parameters specified in §10-101.35, the REGULATORY AUTHORITY shall prioritize, and conduct more frequent inspections, based upon its assessment of a FOOD ESTABLISHMENT's history of compliance with this ordinance and the establishment's potential as a vector of FOOD-borne illness by evaluating:

- (A) Past performance, for nonconformance with ordinance or HACCP PLAN requirements that are critical;
- (B) Past performance, for numerous or repeat violations of ordinance or HACCP PLAN requirements that are non-critical;
- (C) Past performance, for complaints investigated and found to be valid;
- (D) The HAZARDS associated with the particular FOODS that are prepared, stored, or served;
- (E) The type of operation including the methods and extent of FOOD storage, preparation, and service;
- (F) The number of people served; and
- (G) Whether the population served is a HIGHLY SUSCEPTIBLE POPULATION.

10-101.37 Grading of Food Establishments and Grocery Stores

- (A) Grades of establishments shall be as follows, provided, however, that the COMMISSIONER may annually set

and establish the method of determining specific grades, based on CRITICAL ITEM violations on a numerical scale. The grade of any FOOD ESTABLISHMENT or GROCERY STORE which is changed as a result of an inspection shall be appropriately adjusted by replacing the grade decal(s) of the establishment:

- (1) Grade (A): An establishment with two or fewer CRITICAL ITEM violations or receiving a score of 85 to 100;
- (2) Grade (B): An establishment with three or more CRITICAL ITEM violations or receiving a score of 70 to 84, or an establishment that has failed to correct any violation within the time allotted by the REGULATORY AUTHORITY;
- (3) Grade (C): An establishment that has failed to correct any violation(s) that contributed to a grade (B) within the time allotted by the REGULATORY AUTHORITY, or which receives a score of 69 or below.

(B) Upon inspection of any operating FOOD ESTABLISHMENT or GROCERY STORE, a grade decal denoting the grade of the establishment based on the above criteria shall be immediately posted, provided that prior to the posting of a grade lower than the existing grade by the REGULATORY AUTHORITY, the inspection report form will be reviewed with the PERSON IN CHARGE; this review will be for the purpose of affording the operator of the establishment a final opportunity to discuss the inspection findings. At a re-inspection, the REGULATORY AUTHORITY may, if inspection findings warrant, lower the grade without further review and, if consecutive violations exist, issue administrative fines of Twenty-five dollars (\$25.00) per violation and/or recommend suspension of the PERMIT.

(C) The time frame for re-inspection after a lowered grade will be a maximum of ten working days when no CRITICAL ITEM violations exist or a maximum of 48 hours if a CRITICAL ITEM violation exists. A fifty dollar (\$50) fee shall be assessed for first re-inspection and one hundred dollars (\$100) fee for any additional re-inspections.

10-101.38 Location of Grade Decal

(A) A FOOD ESTABLISHMENT or GROCERY STORE shall display, in a place designated by the REGULATORY AUTHORITY, a grade decal approved by the COMMISSIONER stating the grade of the establishment, except that TEMPORARY FOOD ESTABLISHMENTS shall not be subject to grading.

(B) The grade decal shall be prominently displayed in a conspicuous place at the main entrance of the establishment and at the serving window for drive-through service where it can be easily seen by the public.

(C) The grade decal must not be defaced, hidden from public view or removed, except by the REGULATORY AUTHORITY. If the grade decal has been defaced, hidden from public view or removed by someone other than the REGULATORY AUTHORITY, the establishment will be subject to immediate downgrading and shall be fine up to five hundred dollars (\$500) and/or suspension of the PERMIT by the COMMISSIONER.

10-101.39 Competency of Inspectors

An authorized representative of the REGULATORY AUTHORITY who inspects a FOOD ESTABLISHMENT or conducts PLAN review for compliance with this ordinance shall have the knowledge, skills, and ability to adequately perform the required duties.

10-101.40 Access to Establishments

The COMMISSIONER or any authorized employee of the REGULATORY AUTHORITY, after proper identification, shall be permitted to enter any FOOD ESTABLISHMENT or GROCERY STORE at any reasonable time for the purpose of making inspections to determine compliance with this ordinance. Such inspector shall be permitted to examine the records of the establishment to obtain pertinent information pertaining to FOOD and supplies purchased, received, used, persons employed, and to determine the PERMIT fee, if applicable.

10-101.41 Refusal of Access

Interference with a representative of the REGULATORY AUTHORITY, physically or verbally, in the performance of official duties including refusal to allow access to the premises in order to conduct an inspection, may result in the COMMISSIONER issuing an ORDER OF CESSATION suspending a PERMIT for a period of time as determined appropriate by the COMMISSIONER.

10-101.42 Refusal; Reporting

If after a representative of the REGULATORY AUTHORITY presents credentials, provides notice as specified under §10-101.40 and explains the authority upon which access is requested, the PERSON IN CHARGE continues to refuse access, the representative of the REGULATORY AUTHORITY shall provide details of the denial of access on an inspection report form.

10-101.43 Suspension of Permits

(A) The COMMISSIONER may issue an ORDER OF CESSATION suspending a PERMIT for a period of time as determined appropriate by the COMMISSIONER.

(B) Upon suspension of a PERMIT, the establishment must cease operation immediately and remain closed for at least twenty-four (24) hours before re-opening regardless of whether the violations which caused the suspension are abated or not.

(C) The ORDER OF CESSATION shall specify the reason for the suspension. It shall remain in effect until lifted by the REGULATORY AUTHORITY or superseded by an order of revocation issued by the COMMISSIONER.

(D) An ORDER OF CESSATION may be issued for any of the following causes:

(1) The operation of the FOOD ESTABLISHMENT, GROCERY STORE, or TEMPORARY FOOD ESTABLISHMENT constitutes a HAZARD to public health.

(2) Interference with a representative of the REGULATORY AUTHORITY, physically or verbally, in the performance of official duties including refusal to allow access to the premises in order to conduct an inspection.

(3) Failure to possess a FOOD Service Sanitation Course Certificate as required by Section §10-101.20.

(4) Repeated health violations which caused the establishment to receive a lowered grade two or more times in a twelve (12) month period.

(5) Failure to attend a COMMISSIONER's Hearing or a conference proposed by the REGULATORY AUTHORITY to informally discuss resolution of pending issues (an "Administrative Conference") for any reason, when requested to do so.

(6) The operation of the FOOD ESTABLISHMENT, GROCERY STORE, or TEMPORARY FOOD ESTABLISHMENT without an appropriate issued PERMIT.

(7) Failure to possess a current valid restaurant, alcoholic beverage or other business license as required by LAW.

(8) As provided in §10-101.51.

(E) The order of the COMMISSIONER suspending a PERMIT under this section shall be final.

(F) Failure to correct the cause of a suspension of a PERMIT within the time specified by the COMMISSIONER shall cause the revocation of the PERMIT.

(G) Operating a FOOD ESTABLISHMENT, GROCERY STORE, or TEMPORARY FOOD ESTABLISHMENT without a permit shall be fined five hundred dollars (\$500).

10-101.44 Documenting Information and Observations

The representative of the REGULATORY AUTHORITY who conducts an inspection shall document on an inspection report form:

(1) Administrative information about the FOOD ESTABLISHMENT'S legal identity, street and mailing addresses, type of establishment and operation as specified under ¶10-101-26, inspection date, and other information such as type of water supply and SEWAGE disposal, status of the PERMIT, and personnel certificates that may be required; and

- (2) Specific factual observations of violative conditions or other deviations from this ordinance that require correction by the PERMIT HOLDER including:
- (a) Failure of the PERSON IN CHARGE to demonstrate the knowledge of FOOD borne illness prevention, application of HACCP principles, and the requirements of this ordinance as specified under **§2-102.11**;
 - (b) Failure of FOOD EMPLOYEES, CONDITIONAL EMPLOYEES, and the PERSON IN CHARGE to report a disease or medical condition as specified under **§2-201.11(B) and ¶2-201.11(D)**;
 - (c) Nonconformance with CRITICAL ITEMS as established by the COMMISSIONER;
 - (d) Failure of the appropriate FOOD EMPLOYEES to demonstrate their knowledge of, and ability to perform in accordance with, the procedural, monitoring, verification, and corrective action practices required by the REGULATORY AUTHORITY as specified under **§10-101.15**;
 - (e) Failure of the PERSON IN CHARGE to provide records required by the REGULATORY AUTHORITY for determining conformance with a HACCP PLAN as specified under **¶10-101.19(D)(6)**; and
 - (f) Nonconformance with CRITICAL LIMITS of a HACCP PLAN.

10-101.45 Specifying Time Frame for Corrections

The REGULATORY AUTHORITY shall specify on the inspection report form the time frame for correction of the violations as specified under **§§10-101.49, 10-101.51, and 10-101.52**.

10-101.46 Issuing Report and Obtaining Acknowledgment of Receipt

At the conclusion of the inspection and according to LAW, the representative of the REGULATORY AUTHORITY shall provide a copy of the completed inspection report and the notice to correct violations to the PERMIT HOLDER or to the PERSON IN CHARGE, and request a signed acknowledgment of receipt.

10-101.47 Refusal to Sign Acknowledgment

The representative of the REGULATORY AUTHORITY shall:

- (A) Inform a PERSON who declines to sign an acknowledgment of receipt of inspectional findings as specified in **§10-101.46** that:
- (1) An acknowledgment of receipt is not an agreement with findings;
 - (2) Refusal to sign an acknowledgment of receipt will not affect the PERMIT HOLDER's obligation to correct the violations noted in the inspection report within the time frames specified; and
 - (3) A refusal to sign an acknowledgment of receipt will be noted in the inspection report and conveyed to the REGULATORY AUTHORITY's historical record for the establishment; and
- (B) Make a final request that the PERSON IN CHARGE sign an acknowledgment receipt of inspectional findings.

10-101.48 Public Information

Except as specified in **§10-101.21**, the REGULATORY AUTHORITY shall treat the inspection report as a public document and shall make it available for disclosure to a person upon written request as provided in LAW.

10-101.49 Ceasing Operations and Reporting

(A) Except as specified in **¶B** of this section, a PERMIT HOLDER shall immediately discontinue operations and notify the REGULATORY AUTHORITY if an IMMINENT HEALTH HAZARD may exist because of an emergency such as a fire,

flood, extended interruption of electrical or water service, SEWAGE backup, misuse of poisonous or toxic materials, onset of an apparent FOOD-borne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health.

(B) A PERMIT HOLDER need not discontinue operations in an area of an establishment that is unaffected by the IMMINENT HEALTH HAZARD

10-101.50 Resumption of Operations.

If operations are discontinued as specified under §10-101.49 or otherwise according to LAW, the PERMIT HOLDER shall obtain approval from the REGULATORY AUTHORITY before resuming operations.

10-101.51 Violation of Critical Item

(A) CRITICAL ITEM violations shall be corrected within a period not to exceed forty-eight (48) hours. Failure to correct said violations may result in posting of a lowered grade, an administrative fine of twenty five (\$25.00) per violation and/or suspension of the PERMIT.

(B) Whenever an establishment is required under the provisions of this section to cease operations, the establishment shall remain closed until all CRITICAL ITEM violations are abated. It shall not resume operations until such time as a re-inspection determines that conditions responsible for the requirement to cease operations no longer exist. Opportunity for reinspection shall be offered immediately after the expiration of the date of the ORDER OF CESSATION, upon request of the owner or operator.

(C) In the case of TEMPORARY FOOD ESTABLISHMENTS, all CRITICAL ITEM violations shall be corrected immediately or the COMMISSIONER may immediately issue an ORDER OF CESSATION to the FOOD service operation.

(D) Verification and Documentation of Correction.

(1) After observing at the time of inspection a correction of a violation of a CRITICAL ITEM or HACCP PLAN deviation, a representative of the REGULATORY AUTHORITY shall enter the violation and information about the corrective action on the inspection report.

(2) As specified under ¶10-101.51(D)(1), after receiving notification that the PERMIT HOLDER has corrected a violation of a CRITICAL ITEM or HACCP PLAN deviation, or at the end of the specified period of time, the REGULATORY AUTHORITY shall verify correction of the violation or deviation, document the information on an inspection report, and enter the report in the REGULATORY AUTHORITY'S records.

(3) Failure to comply within a time limit for corrections may require that the establishment immediately cease FOOD service operations or receive a lowered grade. An opportunity for appeal from the inspection findings will be provided if a written request for a hearing is filed with the COMMISSIONER within ten days. If a request for a hearing is received, it shall be held within five days of receipt of that request.

10-101.52 Noncritical Violation- Time Frame for Correction

(A) Except as specified in ¶(B) of this section, the PERMIT HOLDER shall correct noncritical violations by a date and time agreed to or specified by the REGULATORY AUTHORITY but no later than 30 calendar days after the inspection.

(B) The REGULATORY AUTHORITY may approve a compliance schedule that extends beyond the time limits specified under ¶(A) of this section if a written schedule of compliance is submitted by the PERMIT HOLDER and no health HAZARD exists or will result from allowing an extended schedule for compliance.

E. PREVENTION OF FOODBORNE DISEASE TRANSMISSION BY EMPLOYEES

10-101.54 Prevention of Foodborne Disease Transmission by Employees- Investigation and Control

The REGULATORY AUTHORITY shall act when it has reasonable cause to believe that a FOOD EMPLOYEE or CONDITIONAL EMPLOYEE has possibly transmitted disease, may be infected with a disease in a communicable form that is transmissible through FOOD, may be a carrier of infectious agents that cause a disease that is transmissible through FOOD, or is affected with a boil, an infected wound, or acute respiratory infection, by:

(A) Securing, subject to applicable LAW, a confidential medical history of the FOOD EMPLOYEE or CONDITIONAL EMPLOYEE suspected of transmitting disease or making other investigations as deemed appropriate; and

(B) Requiring appropriate medical examinations, including collection of specimens for laboratory analysis, of a suspected FOOD EMPLOYEE or CONDITIONAL EMPLOYEE.

10-101.55 Restrictions or Exclusion of Food Employee, or Summary Suspension of Permit

Based on the findings of an investigation related to a FOOD EMPLOYEE or CONDITIONAL EMPLOYEE who is suspected of being infected or diseased, the REGULATORY AUTHORITY may issue an order to the suspected FOOD EMPLOYEE, CONDITIONAL EMPLOYEE or PERMIT HOLDER, instituting one or more of the following control measures:

- (A) restricting the FOOD EMPLOYEE or CONDITIONAL EMPLOYEE;
- (B) excluding the FOOD EMPLOYEE or CONDITIONAL EMPLOYEE; or
- (C) closing the FOOD ESTABLISHMENT by summarily suspending a PERMIT to operate in accordance with this ordinance and other applicable LAW.

10-101.56 Procedure when Infection is Suspected or there is No Proof of Hepatitis A Vaccine

When the COMMISSIONER has reasonable cause to suspect possibility of disease transmission from any FOOD ESTABLISHMENT EMPLOYEE, or finds that the establishment proprietors have failed to comply with the requirements of §2-201.14 with respect to an EMPLOYEE, the COMMISSIONER shall secure a morbidity history of the suspected EMPLOYEE, or make such other investigation as may be indicated, and take appropriate action. The COMMISSIONER may, in the exercise of the COMMISSIONER's discretion, require any or all of the following measures:

- (A) The immediate exclusion of the EMPLOYEE from all FOOD ESTABLISHMENTS;
- (B) The immediate closure of the FOOD ESTABLISHMENT concerned until, in the opinion of the COMMISSIONER, no further danger of disease outbreak exists;
- (C) Restriction of the EMPLOYEE'S services to one or more areas of the establishment where there would be no danger of transmitting disease;
- (D) Adequate medical and laboratory examinations of the EMPLOYEE or EMPLOYEES, and of their body discharges.

10-101.57 Restriction or Exclusion Order: Warning or Hearing Not Required, Information Required in Order

Based on the findings of the investigation as specified in §10-101.54 and to control disease transmission, the REGULATORY AUTHORITY may issue an order of restriction or exclusion to a suspected FOOD EMPLOYEE or the PERMIT HOLDER without prior warning, notice of a hearing, or a hearing if the order:

- (A) States the reasons for the restriction or exclusion;
- (B) States the evidence that the FOOD EMPLOYEE or PERMIT HOLDER shall provide in order to demonstrate that the reasons for the restrict or exclusion are eliminated;
- (C) States that the suspected FOOD EMPLOYEE or the PERMIT HOLDER may request an appeal hearing by submitting a timely request as provided by LAW; and
- (D) Provides the name and address of the REGULATORY AUTHORITY representative to whom a request for an appeal hearing may be made.

10-101.58 Removal of Exclusions and Restrictions

The REGULATORY AUTHORITY shall release a FOOD EMPLOYEE or CONDITIONAL EMPLOYEE from restriction or exclusion according to LAW and the conditions specified under §2-201.13.

Section Five. Penalties

Any person, including the responsible officer of any PERSON who is convicted of violating any provision of this ordinance, shall be punished by a fine of not less than \$100.00 nor more than \$1000.00, or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment. The City Counselor, on behalf of the City of St. Louis, may take any other appropriate action in law or equity to enjoin or abate any violations of this ordinance. Each day a violation continues shall constitute a separate offense.

Section Six. Captions

The captions and headings of all parts of this ordinance are intended to be informational only and shall not be deemed to be substantive parts of this ordinance.

Section Seven. Severability.

If any provision of this ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining provisions and their application, shall not be affected thereby.

Section Eight. Emergency Provision.

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

Approved: March 16, 2010