



**ST. LOUIS BOARD OF ALDERMEN
FULL BOARD MEETING
CHAMBERS
FRIDAY, OCTOBER 17, 2025 AT 10:00 AM
AGENDA NO.**

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- 1. Call to Order**
- 2. Roll Call**
- 3. Opening Reflection or Prayer**
- 4. Announcement of any Special Order of the Day**
- 5. Introduction of Honored Guests**
- 6. Approval of Minutes of Previous Meeting**
Friday, October 10, 2025
- 7. Report of City Officials**
 - a) Report of the Clerk of the Board of Aldermen**

The following Board Bills from the 2025-2026 Legislative Session were Third Read and Finally passed by the Board, signed by the President and delivered to the Mayor for their signature pursuant to law. The list below shows the Bill Number, Name of Sponsor, and Date Delivered:

B.B. #52	Boyd	10-10-2025
B.B. #61	Schweitzer	10-10-2025
B.B. #69	Narayan	10-10-2025
B.B. #70FS	Aldridge	10-10-2025

- b) Office of the Mayor**



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I have the pleasure to submit the following individual for reappointment to the Senior Citizens' Service Fund Board: William Siedhoff.

I have the pleasure to submit the following individuals for appointment to the Central West End Community Improvement District: James Dwyer, Kyle Bozoian, Jack Straub III, and Amy Ruffner.

**c) Office of the President
None**

**d) Office of the Comptroller
None**

**8. Petitions and Communications
None**

9. Board Bills for Perfection – Informal Calendar

B.B. #34AAIC - Alderwoman Laura Keys - An ordinance directing the Director of Streets to install speed humps pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394 to calm the flow of traffic on the 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500, and 4600 blocks of Lee Avenue.

B.B. #51 – Schweitzer – Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the first ward.



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B.B. #25CSAAIC – Cohn/Pres. Green – An ordinance (the “Ordinance”) amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to rental car operations at St. Louis Lambert International Airport and containing a severability clause.

10. Board Bills for Third Reading – Informal Calendar

None

11. Resolutions – Informal Calendar

None

12. First Reading of Board Bills

B.B. #83 - Alderman Michael Browning - An Ordinance establishing a sales tax reimbursement account in support of the project located at 3942 Laclede Avenue, approving a Development and Performance Agreement related to such project and authorizing execution thereof.

B.B. #84 - Alderwoman Shameem Clark-Hubbard - An ordinance, recommended by the Board of Estimate & Apportionment, authorizing the Mayor to submit the 2026 Annual Action Plan to the United States Department of Housing and Urban Development (“HUD”); authorizing the Mayor and Comptroller to enter into and execute agreements with HUD for the receipt of 2026 Community Development Block Grant, Community Development Block Grant Disaster Recovery, HOME Investment Partnership, Emergency Solutions Grant, and Housing Opportunities for Persons with AIDS (“HOPWA”) funds; authorizing the Directors of the Community Development Administration, Department of Human Services and



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Department of Health to execute contracts as may be necessary to expend funds; and containing severability and emergency clauses.

B.B. #85 - Alderwoman Alisha Sonnier - Pursuant to Ordinance Number 70333, as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on various blocks throughout the Seventh Ward.

13. Reference to Committee of Board Bills

HUDZ B.B. #83, #84

PIFU B.B. #85

14. Second Reading and Report of Standing Committees

a) Do Pass Recommendation

HUDZ **B.B. #63 - Alderwoman Jami Cox Antwi** - An Ordinance recommended by the Planning Commission on June 17, 2025, to change the zoning of property as indicated on the District Map, from the "F" Neighborhood Commercial District to the "C" Multiple-Family Dwelling District, in City Block 1418 (2861-69 McNair Avenue), so as to include the described parcel of land in City Block 1418; and containing an emergency clause.

HUDZ **B.B. #80 - Alderwoman Shameem Clark-Hubbard** - An ordinance to repeal Ordinance Number 69056 concerning the City's participation in the Property Assessment Clean Energy Act, and enacting a new ordinance regarding the same to enable the City to join the Missouri Clean Energy District in order to provide an additional authorized entity through which owners of property within



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the City may obtain financing for energy efficiency or renewable energy improvements to their property pursuant to Missouri's Property Assessment Clean Energy Act and stating the steps to be taken by the City in connection therewith, and the activities such District may conduct in the City as a member of such District.

- HUDZ B.B. #82AAIC - Alderman Rasheen Aldridge** - An Ordinance authorizing the Comptroller and the City of St. Louis to execute a Contract for Sale of Real Estate and authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of \$275,000.00, and other good and valuable consideration, a Quit Claim Deed to remise, release, and forever quit-claim unto 900 N Tucker Building, LLC, a Missouri limited liability company, its successors and assigns, certain City-owned property located in City Block 534, which property is commonly known as 1134 and 1138 Dr. Martin Luther King Drive in the City of St. Louis, Missouri.
- PIFU B.B. #53 - Alderwoman Laura Keys** - An ordinance directing the Director of Streets to install speed humps pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394 to calm the flow of traffic on the 4100, 4200, 4300, 4400, 4500, and 4600 blocks of Carter Avenue.
- PIFU B.B. #67 - Alderman Michael Browning** - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 9th ward.
- HHD B.B. #78CS - Alderwoman Anne Schweitzer, Alderman Michael Browning, Alderwoman Pamela Boyd** - An ordinance updating the Forestry Division's regulations relating to weeds, native plants, and



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other vegetation in the City of St. Louis; containing definitions, reporting, abatement, enforcement, and severability provisions

PS B.B. #62 - Alderman Matthew Devoti - An ordinance regulating the operation of golf carts upon the streets, alleys, and public right-of-way within the City of St. Louis.

b) Do Not Pass Recommendation
None

c) Without Recommendation
None

15. Report of Special Committees
None

a) Do Pass Recommendation

b) Do Not Pass Recommendation

c) Without Recommendation

16. Board Bills for Perfection – Consent
None

17. Board Bills for Perfection

B.B. #68 - Alderman Michael Browning, Alderwoman Laura Keys - An ordinance renewing the previous blight determinations made by Ordinance Number 66847 and Ordinance Number 66985, and as renewed by Ordinance Number 68754 and Ordinance Number 70119 and Ordinance Number 71214 for the Cortex West Redevelopment Area such that CORTEX West Redevelopment



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Corporation can continue to exercise its right to use eminent domain granted by the city to complete the Redevelopment Plan.

18. Report of Engrossment

B.B. #43, #64, #65, #71, #72, #73AAFL, #74

19. Third Reading and Final Passage of Board Bills – Consent

B.B. #64 - Alderwoman Shameem Clark-Hubbard, President

Green - An ordinance to repeal certain sections of Chapter 22.28 within the revised code of the City of St. Louis relating to the Zoological Board of Control and remove them from the city code.

B.B. #65 - Alderwoman Daniela Velazquez, President Green - An ordinance to repeal various obsolete boards and commissions established under city ordinances and to remove them from city code.

B.B. #71 - Alderman Thomas Oldenburg - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on various blocks in the 2nd ward.

B.B. #72 - Alderman Thomas Oldenburg, Alderwoman Shameem Clark-Hubbard, Alderman Matthew Devoti, Alderman Michael Browning - An Ordinance authorizing the honorary street name Brian Mckenna Way pursuant to Ordinance Number 68937, which shall begin at the intersection of Childress and Nottingham Street and run East on Nottingham Street to the intersection of Tamm Ave and Nottingham Street.

B.B. #74 - Alderman Bret Narayan - An Ordinance recommended by the Board Estimate and Apportionment authorizing the City Emergency Management Agency to accept Hazard Mitigation Grant



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Program funding in an amount of \$697,678.87 from the State of Missouri Emergency Management Agency (SEMA); appropriating said funds and a required City match for such funds; authorizing the expenditure of such funds, to the extent received, and authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause.

B.B. #73AAFL - Alderman Rasheen Aldridge - An ordinance recommended by the Board of Public Service to conditionally vacate above-surface, surface and subsurface rights for vehicle, equestrian and pedestrian travel in the 13th Street from Cole Street to Dr Martin Luther King Drive, the 12- foot wide north-south alley in City Block 270 as bounded by Carr Street, Tucker Boulevard, Cole Street and 13th Street (vacated) and the 20-foot wide east-west alley in City Block 547 as bounded by Cole Street, 13th Street, Dr Martin Luther King drive and 14th Street in 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.

B.B. #43 - Alderman Bret Narayan - An Ordinance establishing a policy to govern the purchase and demolition of seven flood-prone properties in the Ellendale neighborhood in accordance with the requirements of the Hazard Mitigation Grant Program (HMGP) funding awarded by the State of Missouri Emergency Management Agency; containing a severability clause.

- 20. Third Reading and Final Passage of Board Bills**
- 21. Report of the Finally Passed and Signing by President**
B.B. #43, #64, #65, #71, #72, #73AAFL, #74
- 22. First Reading of Resolutions and Reference to Committees**



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None

23. Second Reading Resolutions, Committee Reports & Adoptions

None

24. Courtesy Resolutions

None

25. Miscellaneous and Unfinished Business

None

26. Announcements

Monday, October 20, 2025

None

Tuesday, October 21, 2025

HUDZ Meeting - Kennedy Room - 11am

Wednesday, October 22, 2025

None

Thursday, October 23, 2025

Health and Human Development Meeting - Webinar — 9am

Friday, October 24, 2025

Full Board Meeting – Chambers – 10am

**SCHEDULE OF ALL FULL BOA MEETINGS AND
HOLIDAYS FOR THE
2025 - 2026 LEGISLATIVE SESSION**

(These meeting dates may change and/or additional ones



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**added throughout the
session)**

**Friday, October 24, 2025 Full Board Meeting
Friday, October 31, 2025 Full Board Meeting
Thursday, November 7, 2025 Full Board Meeting
Tuesday, November 11, 2025 Office Closed- Veterans Day
Holiday
Friday, November 14, 2025 Full Board Meeting
Thursday, November 21, 2025 Full Board Meeting
Thursday, November 27, 2025 Office Closed -Thanksgiving
Holiday
Friday, November 28, 2025 Office Closed -Thanksgiving
Holiday
Friday, December 5, 2025 Full Board Meeting
Friday, December 12, 2025 Full Board Meeting – Winter
Holiday Break Begins
Thursday, December 25, 2025 Office Closed – Christmas
Holiday
Friday, December 26, 2025 Office Closed – Christmas
Holiday
Thursday, January 1, 2026 Office Closed – New Year’s
Holiday
Friday, January 2, 2026 Office Closed – New Year’s Holiday
Friday, January 9, 2026 Full Board Meeting – Winter Break
Ends
Friday, January 16, 2026 Full Board Meeting
Monday, January 19, 2026 - Office Closed Dr. King
Holiday
Friday, January 23, 2026 Full Board Meeting
Friday, January 30, 2026 Full Board Meeting**



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**Friday, February 6, 2026 Full Board Meeting
Friday, February 13, 2026 Full Board Meeting (Last Day to
Introduce Board Bills)
Monday, February 16, 2026 Office Closed – President’s Day
Friday, February 20, 2026 Full Board Meeting
Friday, February 27, 2026 Full Board Meeting
Friday, March 6, 2026 Full Board Meeting
Friday, March 13, 2026 Full Board Meeting
Friday, March 20, 2026 Full Board Meeting (Spring Break
Begins after this meeting)
Monday, April 20, 2026 Full Board Meeting – (Sine Die
Meeting -End of the 2025 – 2026 Legislative Session)
Tuesday, April 21, 2026 Full Board Meeting – (Annual
Meeting, Beginning of the
2026 -2027 Legislative Session)
Friday, May 1, 2026 Full Board Meeting (First Day to
Introduce Board Bills 2026-2027 Legislative Session)**

- 27. Excused Aldermen**
- 28. Adjournment**
- 29. Calendar**



**OFFICE OF THE MAYOR
CITY OF ST. LOUIS
MISSOURI**

CARA SPENCER
MAYOR

**CITY HALL - ROOM 200
1200 MARKET STREET
ST. LOUIS MO 63103
(314) 622-3201**

October 13, 2025

Honorable Board of Aldermen
1200 Market St. Room 230
Saint Louis, MO 63103

Dear Members of the Board,

I have the pleasure to submit the following individual for reappointment to the **Senior Citizens' Service Fund Board**.

- The reappointment of **William Siedhoff**, who resides in the 8th Ward, and whose term will expire on **April 17, 2029**.

I respectfully request your approval of these appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cara Spencer", with a long, sweeping horizontal line extending to the right.

Cara Spencer
Mayor



**OFFICE OF THE MAYOR
CITY OF ST. LOUIS
MISSOURI**

CARA SPENCER
MAYOR

**CITY HALL - ROOM 200
1200 MARKET STREET
ST. LOUIS MO 63103
(314) 622-3201**

October 13, 2025

Honorable Board of Aldermen
1200 Market St. Room 230
Saint Louis, MO 63103

Dear Members of the Board,

I have the pleasure to submit the following individuals for appointment to the **Central West End Community Improvement District**

- The reappointment of **James Dwyer**, serving as an Owner of Real Property within the District, whose term expires **July 1, 2028**.
- The reappointment of **Kyle Bozoian**, serving as an Owner of Real Property within the District, whose term expires **July 1, 2028**.
- The reappointment of **Jack Straub III**, serving as a Business Owner within the District, whose term expires **July 1, 2028**.
- The appointment of **Amy Ruffner**, serving as a hotel representative south of Pershing Avenue, with a term ending **July 1, 2027**.

I respectfully request your approval of these appointments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cara Spencer", is written over a printed name and title.

Cara Spencer
Mayor

Summary
Board Bill Number 83
Introduced by Alderman Michael Browning
October 17, 2025

This Board Bill authorizes the City to enter into a Development and Performance Agreement to assist Corporate Interiors, Inc. d/b/a CI Select (the “Company”) in redeveloping the existing building located at 3942 Laclede Avenue in the City (the “Project Site”) into a new showroom space. The purpose of this Board Bill is to increase employment opportunities in the City and facilitate the Company’s relocation to the City by depositing 50% of the revenue generated from the City’s general sales tax within the Project Site into a sales tax reimbursement account and using such funds to reimburse the Company for certain tenant improvements.

BOARD BILL NUMBER 83 INTRODUCED BY ALDERMAN MICHAEL BROWNING

1 An Ordinance establishing a sales tax reimbursement account in support of the project located at
2 3942 Laclede Avenue, approving a Development and Performance Agreement related to such project
3 and authorizing execution thereof.

4 **WHEREAS**, Corporate Interiors, Inc. d/b/a CI Select (the “Company”) desires to relocate its
5 office headquarters and showroom to a to-be-redeveloped building (the “Project”) located at 3942
6 Laclede Avenue in the City (the “Project Site”); and

7 **WHEREAS**, following the completion of the Project, the Company anticipates employing at
8 least 41 persons at the Project Site; and

9 **WHEREAS**, completion of the Project is in the best interest of the City and will promote the
10 general welfare of the City’s residents by increasing employment opportunities in the City and generating
11 economic activity in and around the Project Site; and

12 **WHEREAS**, the City wishes to enter into a Development and Performance Agreement with the
13 Company in substantially similar form to **Exhibit A** attached hereto (the “Development and Performance
14 Agreement”) to implement the Project, including the provision of a tenant improvement allowance to
15 the Company.

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

17 **SECTION ONE.** Subject to annual appropriation, fifty percent (50%) of the revenue from the general
18 municipal sales tax levied pursuant to Ordinance Number 62884 and the general municipal sales tax
19 levied pursuant to Ordinance Number 55497, as amended by Ordinance Numbers 57179 and 57979
20 (including any similar successor tax or taxes to the extent such tax or taxes do not collectively exceed
21 1.375%) generated by the Company or its affiliates from their respective operations at the Project Site ,
22 as further described in the Development and Performance Agreement, shall be deposited by the City into

1 an account designated as the “Sales Tax Reimbursement Account – Corporate Interiors, Inc. Project.”
2 Funds in such account shall, subject to annual appropriation, be paid to the Company as a “Tenant
3 Improvement Allowance” for reimbursement of certain costs associated with the Project in accordance
4 with the terms and conditions of the Development and Performance Agreement.

5 **SECTION TWO.** The Board of Aldermen hereby approves, and the Mayor and the Comptroller of the
6 City are hereby authorized and directed to execute, on behalf of the City, a Development and
7 Performance Agreement by and between the City and the Company in substantially the form of **Exhibit**
8 **A** attached hereto, with such changes therein as shall be approved by said Mayor and Comptroller
9 executing the same and as may be consistent with the intent of this Ordinance and necessary and
10 appropriate to carry out the matters herein authorized. The City Register is hereby authorized and
11 directed to attest to the Development and Performance Agreement and to affix the seal of the City thereto.

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

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

1 **SECTION FIVE.** It is hereby declared to be the intention of the Board of Aldermen that each and every
2 part, section and subsection of this Ordinance shall be separate and severable from each and every other
3 part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part,
4 section and subsection separately and independently of any other part, section and subsection. If any
5 part, section or subsection of this Ordinance is determined to be or to have been unlawful or
6 unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and
7 effect, unless the court making such finding shall determine that the valid portions standing alone are
8 incomplete and are incapable of being executed in accord with the legislative intent.

9 **SECTION SIX.** This Ordinance shall be governed exclusively by and construed in accordance with the
10 applicable laws of the State of Missouri.

11 **SECTION SEVEN.** After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall
12 become effective on the 30th day after its approval by the Mayor or adoption over her veto.

EXHIBIT A

FORM OF DEVELOPMENT AND PERFORMANCE AGREEMENT

Board Bill Number 83

Exhibit A: Agreement- G&B Draft – October 8, 2025

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (this “*Agreement*”) is made and entered into as of this _____ day of _____, 2025, by and between **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*”) and **CORPORATE INTERIORS, INC.**, a Delaware corporation (the “*Company*”).

RECITALS

A. The Company has acquired a leasehold interest in real property located at 3942 Laclede Avenue in the City (as more fully described on **Exhibit A** attached hereto, the “*Project Site*”).

B. The Company intends to renovate and furnish or cause the renovation and furnishing of the Project Site to establish a new office headquarters and showroom in the City (as more fully described on **Exhibit B** attached hereto, the “*Project*”).

C. Following completion of the Project, the Company is expected to create at least 41 full-time jobs at the Project Site.

D. Completion of the Project is in the best interest of the City and will promote the general welfare of the City’s residents by increasing employment opportunities in the City and generating economic activity in and around the Project Site.

E. In furtherance of the public purposes of job creation and economic development, the City wishes to provide the herein-described Tenant Improvement Allowance to the Company upon the terms and conditions set forth in this Agreement.

F. Pursuant to Ordinance No. _____ approved by the Board of Aldermen on _____, 2025, the City is authorized to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, the City and the Company, in consideration of the premises and the mutual agreements herein contained, subject to the conditions herein set forth, do agree as follows:

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

“*Annual Calculation Period*” means each 12-month period commencing on January 1 and ending on December 31, beginning with the 12-month period in which the Certificate of Reimbursable Project Costs is approved or deemed approved pursuant to **Section 3**.

“*Certificate of Reimbursable Project Costs*” means a document in substantially similar form to **Exhibit C**, submitted by the Company to the City pursuant to **Section 3** to document the amount of Reimbursable Project Costs expended or incurred by or on behalf of the Company.

“*Excusable Delay*” means any and all causes beyond the control of the Company, including, without limitation, acts of God, terrorism, war, fire, or other casualty, strike, lockout or other labor dispute, weather conditions, public health emergency, shortages or unavailability of material, labor or utilities, failure or delay in financing (except as hereinafter provided), vandalism, laws, orders or regulations of any court, governmental, civilian or military

authority. Notwithstanding anything to the contrary contained herein, no Excusable Delay shall be deemed to exist (a) as to any matter that could have reasonably been avoided by the exercise of due care applicable to developers of developments substantially similar to the Project in scope and complexity, and (b) unless the Company provides the City with a written notice within 30 days of the commencement of such claimed Excusable Delay setting forth the justification therefor.

“General City Sales Taxes” means, collectively, the general municipal sales tax levied pursuant to Ordinance No. 62884 and the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979 (including any similar successor tax or taxes to the extent such tax or taxes do not collectively exceed 1.375%).

“Jobs” means full-time equivalent positions with the Company (including any and all subsidiaries and/or affiliates), which positions include benefits customarily offered to full-time employees of the Company. Jobs reported pursuant to **Section 4(b)** must have an average annual wage of at least \$85,000 (i.e., individual Jobs may have less than an \$85,000 annual wage so long as the average annual wage of all reported Jobs is at least \$85,000).

“Project Sales Tax Revenues” means 50% of the revenue from General City Sales Taxes generated by the Company’s operations at the Project Site, to the extent actually received by the City from the Missouri Department of Revenue. For clarity, the 50% of revenue shall be measured prior to the application of tax increment financing (for example, if the revenue from the General City Sales Taxes equaled \$100,000 before diversion of any amount to the City’s special allocation fund for tax increment financing projects, the Project Sales Tax Revenues will equal \$50,000).

“Reimbursable Project Costs” means the sum total of all costs and expenses incurred by or on behalf of the Company in connection with the Work. Such costs include, but are not limited to, the following: (a) costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures at the Project Site, (b) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications, and (c) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services.

“Sales Tax Reimbursement Account” means the account established pursuant to **Section 4**, wherein the City shall deposit Project Sales Tax Revenues.

“Tenant Improvement Allowance” means an allowance paid by the City to the Company or its designee in accordance with **Section 4**, in an amount not to exceed the total Reimbursable Project Costs approved pursuant to **Section 3**.

“Term” means the period commencing on the date hereof through the date that is the earliest of (a) the date upon which the aggregate of all Tenant Improvement Allowance payments received by the Company equals the amount of Reimbursable Project Costs set forth in the Certificate of Reimbursable Project Costs approved or deemed approved pursuant to **Section 3**, (b) the date upon which the Company receives payment of its Tenant Improvement Allowance attributable to the 10th Annual Calculation Period occurring under this Agreement, or (c) the date on which this Agreement is terminated by written agreement of the City and the Company.

“Work” means all work necessary to prepare the Project Site and to construct and install the Project, or reasonably necessary to effectuate the intent of this Agreement.

2. Project Construction.

(a) The Company shall construct or cause the construction of the Project no later than December 31, 2027, subject to an Excusable Delay. Notwithstanding the foregoing, the maximum permitted Excusable Delay for completion of the Project is one (1) year. The Company shall permit representatives of the City to enter the Project Site during regular business hours accompanied by an authorized representative of the Company and with reasonable advance notice to verify that the terms of this Agreement have been complied with.

(b) The Project shall be consistent with the concept plan attached as **Exhibit B**; provided, however, that any City-issued building permits and zoning approvals shall govern the final design of the Project.

(c) The Company shall advance or cause to be advanced all costs necessary to complete the Work, subject to reimbursement from the Tenant Improvement Allowance as provided in **Section 4**.

3. Certification of Reimbursable Project Costs. Upon occupancy of the Project, the Company shall deliver to the City (a) the Certificate of Reimbursable Project Costs, in substantially similar form to **Exhibit C**, stating the amount of Reimbursable Project Costs expended or incurred by or on behalf of the Company and (b) itemized invoices, receipts or information evidencing such costs. The City shall review and approve or furnish written objections to the Certificate of Reimbursable Project Costs within 30 days of receipt. If the City does not provide written objections to the Certificate of Reimbursable Project Costs within 30 days of receipt, the Certificate of Reimbursable Project Costs shall be deemed approved. Notwithstanding the foregoing, the Company shall not include more than \$1,000,000 in Reimbursable Project Costs in the Certificate of Reimbursable Project Costs (while the Company may spend or cause to be spent more than \$1,000,000 on the Work, \$1,000,000 shall be the maximum amount of Reimbursable Project Costs).

4. Tenant Improvement Allowance.

(a) There is hereby created in the treasury of the City an account known as the “Sales Tax Reimbursement Account - Corporate Interiors, Inc. Project” (the “*Sales Tax Reimbursement Account*”). The City shall deposit Project Sales Tax Revenues into the Sales Tax Reimbursement Account. Moneys deposited into the Sales Tax Reimbursement Account shall be used to pay the Tenant Improvement Allowance to the Company in accordance with the provisions of this Section.

(b) On or before each March 31, beginning on the first such date following the approval or deemed approval of the Certificate of Reimbursable Project Costs, and continuing throughout the Term, the Company shall submit a Tenant Improvement Allowance Compliance Certificate to the Comptroller in substantially the form of **Exhibit D** (the “*Compliance Form*”). Each Compliance Form will certify the number of Jobs at the Project Site as of December 31 for the previous year and the average annual salary of the Jobs to assist the City in monitoring compliance with this Agreement.

(c) Within 30 days of receipt of the Compliance Form, the Comptroller shall either pay the Tenant Improvement Allowance in the amount described in **subsection (d)** below or provide written objections to the Compliance Form to the Company. If written objections are provided, the Company shall address the objections and submit a corrected Compliance Form to the Comptroller for review within 30 days of receipt of the objections.

(d) Payment of the Tenant Improvement Allowance, subject to annual appropriation by the City, shall be paid in the following amounts for the applicable Annual Calculation Period:

(1) If the Compliance Form submitted by the Company and approved by the City certifies that the Company (including any and all subsidiaries and/or affiliates) has at least 40 Jobs located at the Project Site, the Tenant Improvement Allowance will equal the Project Sales Tax Revenues on deposit in the Sales Tax Reimbursement Account as of the end of the applicable Annual Calculation Period.

(2) If the Compliance Form submitted by the Company and approved by the City certifies that the Company (including any and all subsidiaries and/or affiliates) has less than 40 Jobs, the Tenant Improvement Allowance for the applicable Annual Calculation Period will be \$0.

Any remaining money in the Sales Tax Reimbursement Account attributable to the applicable Annual Calculation Period may be transferred by the City to other funds or otherwise applied at the discretion of the City after the City pays the Tenant Improvement Allowance for the applicable Annual Calculation Period.

(e) Notwithstanding the foregoing, the City shall deduct an administration fee of 1.0% of the Tenant Improvement Allowance from the amount of each payment of the Tenant Improvement Allowance to the Company. The administrative fee shall be paid to the Office of the Comptroller.

5. Annual Appropriation.

(a) The City's obligation to appropriate the Project Sales Tax Revenues for deposit into the Sales Tax Reimbursement Account and to appropriate the funds on deposit from time to time in the Sales Tax Reimbursement Account for payment of the Tenant Improvement Allowance shall not be construed to be a debt of the City within the meaning of Article VI, Section 26(a) of the Missouri Constitution or any other applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or money of the City. With regard to the obligation to pay the Tenant Improvement Allowance, the parties believe that this is a current expense of the City in each applicable fiscal year.

(b) During the Term, the City covenants and agrees that with respect to each fiscal year of the City, the applicable City official at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the City's Board of Aldermen, a request for an appropriation of the Tenant Improvement Allowance.

(c) The City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated or otherwise legally available to make the required payments during each respective fiscal year. The obligations of the City to make the payments hereunder shall constitute a current expense of the City, are from year to year and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the then current fiscal year of the City in which such appropriation has been made.

(d) The City reasonably believes that legally available funds in an amount sufficient to fully repay the obligations undertaken herein can be obtained. Notwithstanding the foregoing, the decision of whether or not to budget or appropriate funds for any subsequent fiscal year is solely within the discretion of the then-current governing body of the City.

6. Maintenance of the Project. Throughout the term of this Agreement, the Company shall (a) occupy the Project Site, (b) maintain or cause to be maintained the Project in a reasonably good state of repair and attractiveness, and (c) maintain or cause to be maintained reasonable property and liability insurance with respect to the Project.

7. Indemnification. The Company agrees to indemnify, defend and hold the City, St. Louis Development Corporation ("SLDC") and their respective elected and appointed officials, employees, agents and independent contractors (the "*City Indemnitees*") harmless from and against any and all suits, claims, damages, liabilities, costs and/or expenses arising from the Project, this Agreement or the transactions contemplated thereby (collectively, "*Losses*"). Notwithstanding anything set forth herein to the contrary, in no event shall the Company be required to indemnify any City Indemnitee for any Losses caused by the gross negligence or willful misconduct of a City Indemnitee.

8. Non-Compliance. In the event of any violation or breach of any covenant, agreement, restriction, or regulation contained in this Agreement, as may be amended from time to time, by the City or the Company or their successors or assigns as the case may be, the non-breaching party shall give written notice of such violation or breach and the breaching party shall have 30 calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within 30 calendar days and the breaching party shall have undertaken the curing of said breach within 30 calendar days and shall diligently pursue the same, then the failure to cure said breach within 30 calendar days shall not be a violation or breach hereof except as provided in **Section 2** with respect

to completion of the Project. Except as provided herein, if any breach or violation remains uncured after 30 calendar days from the date of notice, or such longer period permitted pursuant to this paragraph, the breaching party, for itself and its successors and assigns, agrees that the non-breaching party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom. The parties, and their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein. The breaching party at all times shall have the right to appeal to the courts from any adverse decision so rendered.

In the event that the Company breaches this Agreement and fails to cure such breach within 30 days after receiving written notice thereof from the City, then, upon written demand from the City, the Company will refund a portion of the Tenant Improvement Allowance based upon the amount of the term that has elapsed, calculated as follows: the portion of the Tenant Improvement Allowance actually received to date multiplied by a fraction, the numerator of which is 10 minus the number of years of the term that have elapsed and the denominator of which is 10. By way of illustration, if the City makes a written demand for refund in accordance with this paragraph during sixth year of the term, then the Company would refund to the City 40% of the Tenant Improvement Allowance actually received through such date.

9. Payment of Fees. Simultaneously with the execution of this Agreement, the Company shall reimburse the City (including the Office of the Comptroller) and the St. Louis Development Corporation for all outside consultant and attorneys' fees incurred in connection with this Agreement and the documents and transactions contemplated hereby, such reimbursement amount to be documented with suitable invoices.

10. No Personal Liability. No member, official, officer, director, shareholder, or employee of the City or of the Company shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Agreement.

11. Notices. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) To the City:

The City of St. Louis, Missouri
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103

and

The City of St. Louis, Missouri
Office of the Comptroller
1520 Market Street, Room 3005
St. Louis, Missouri 63103
ATTN: Deputy Comptroller

with a copy to:

Saulsberry & Associates, LLC
11469 Olive Boulevard, Suite 252
St. Louis, Missouri 63141
ATTN: Charles Saulsberry, Esq.

(b) To the Company:

Corporate Interiors, Inc.
11840 Westline Industrial Drive, Suite 100
St. Louis, Missouri 63146
ATTN: _____

with a copy to:

ATTN: _____

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

12. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Company shall provide the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

13. Captions. The captioned headings in this Agreement are solely for the convenience of the parties hereto and are not a part hereof and do not in any way limit or amplify the terms or provisions contained herein nor do they extend any substantive rights hereunder to any party.

14. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

15. Severability. If any clause, covenant, paragraph or provision herein is declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

16. City's Right to Access; Sales Tax Returns. The Company shall at all reasonable times (with two days prior written notice) allow representatives of the City to access to the Project Site for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of the Work. The Company shall have the right to accompany representatives of the City on any such inspection. Upon request of the City or SLDC, the Company will provide copies of any sales tax returns filed with the Missouri Department of Revenue that the City deems necessary or desirable to verify the Project Sales Tax Revenues.

17. Non-Discrimination. To the extent not prohibited by federal anti-discrimination law, the Company agrees to adhere to the requirements of the "Equal Opportunity and Non-Discrimination Guidelines" attached as **Exhibit E**.

18. Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri applicable to contracts performed wholly therein without reference to its conflict of laws principles.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other agreements or representations other than those contained in this Agreement or specifically referenced herein. This Agreement may not be amended, modified or waived orally, but only by a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought.

[Remainder of Page Intentionally Left Blank]

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

THE CITY OF ST. LOUIS, MISSOURI,
a city and political subdivision of the State of Missouri

By: _____
Cara Spencer, Mayor

By: _____
Donna Baringer, Comptroller

(SEAL)

Amber Simms, City Register

Approved as to form:

Michael Garvin, Interim City Counselor

CORPORATE INTERIORS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE

The “Project Site” consists of all the property leased by the Company and located at: 3942 Laclede Avenue

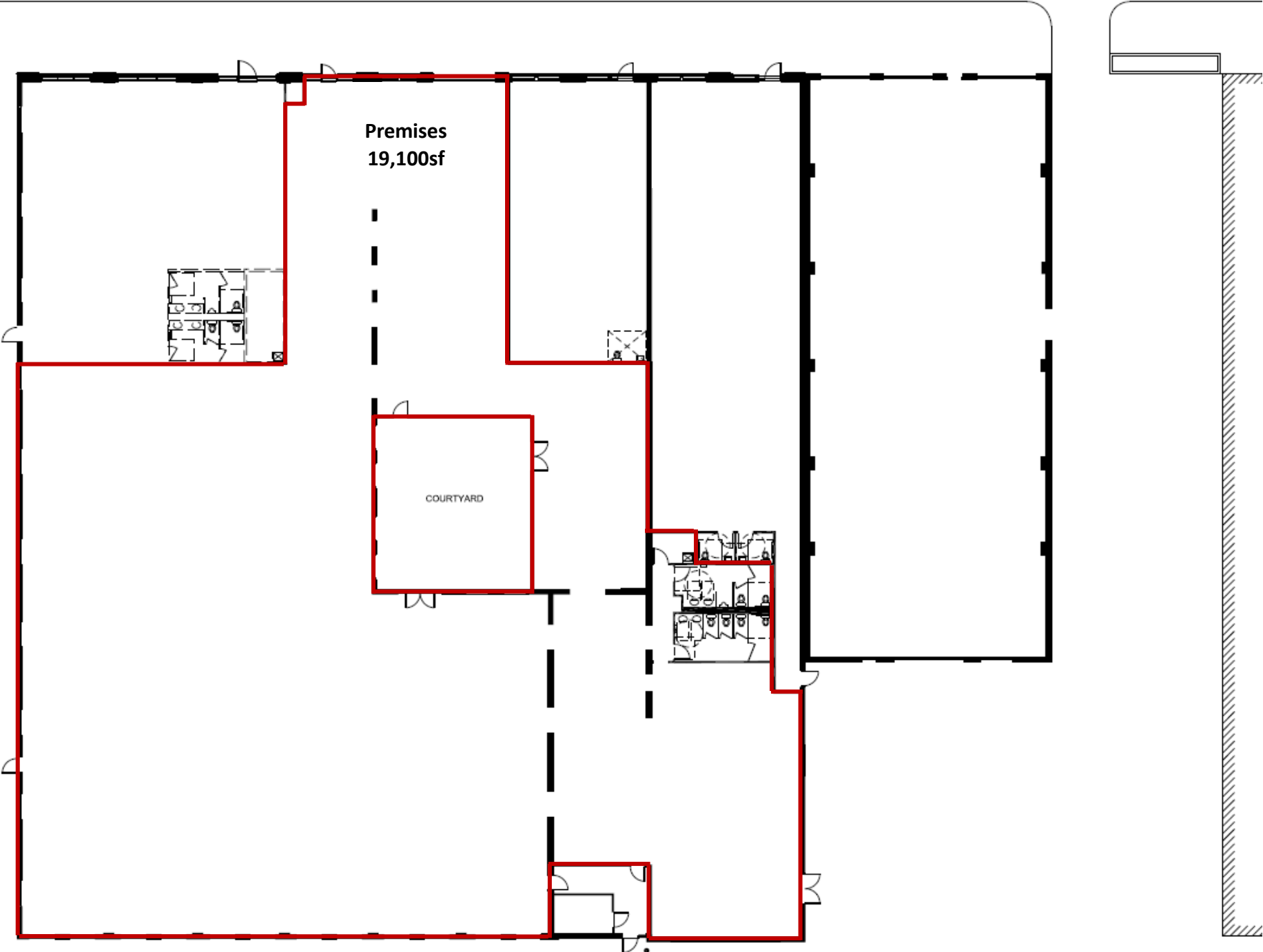


EXHIBIT B

CONCEPT SITE PLAN/PROJECT DESCRIPTION

ROOM NAME	FLOOR		WALL			TRIM	CEILING		CABINET		LIGHTING	
	FLOOR	BASE	N	E	S		W	HT	FINISH	CABINET		TOP
RECEPTION	F1,F4	B1	BRICK	BRICK	-	PAINT	4", PTD	TO DECK	C1	WOOD	CT1	L1,L3
DESIGNER WORKSTATION	F2	B1	BRICK	PAINT	-	BRICK, PTD	4", PTD	12'-0" AFF	C2			L2
MATERIAL LIBRARY	F2	B1	-	PAINT	-	BRICK, PTD	-	TO DECK	C1			L2
COLLABORATIVE	F2	B1	BRICK	-	-	BRICK	-	TO DECK	C2			L3
CAFÉ	F3	B1	PAINT	PAINT	BRICK	GLASS/PTD	-	TO DECK	C1	WOOD	CT2	L3
BOARD ROOM	F2	B1	GLASS	GLASS	PAINT	PAINT	-	10'-0"	C3			L4
CONFERENCE, TYP.	F2	B1	PAINT	PAINT	PAINT	PAINT	-	9'-0"	C4			L5
TRAINING	F2	B1	PAINT	GLASS DR	PAINT	PAINT	-	12'-0"	C3			L4
OFFICE, TYP	F2	B1	PAINT	PAINT	PAINT	PAINT	-	9'-0"	C4			L5
ACCOUNTING /HR	F2	B1	PAINT	PAINT	PAINT	BRICK	-	12'-0" AFF	C2			L2
OPEN OFFICE /WORKSTATION	F2	B1	PAINT	BRICK, PTD	BRICK	BRICK	4", PTD	12'-0" AFF	C2			L2
STORAGE	F3	B1	PAINT	PAINT	PAINT	PAINT	-	TO DECK	C1			L2
NOT USED												
FAMILY ROOM	F2	B1	PAINT	PAINT	PAINT	BRICK, PTD	-	9'-0"	C4			L6
WOMEN	F1	B1	T1	PAINT	PAINT	PAINT	-	9'-0"	C4			L6
MEN	F1	B1	PAINT	PAINT	T2	PAINT	-	9'-0"	C4			L6
HALL 1	F2	B1	PAINT	PAINT	PAINT	BRICK, PTD	-	9'-0"	C4			L6
HEALTHCARE SHOWROOM	F3	B1	BRICK, PTD	BRICK, PTD	PAINT	BRICK, PTD	4", PTD	TO DECK	C1			L1
K-12 SHOWROOM	F3	B1	PAINT	PTD/PAINT	PAINT	PAINT	4", PTD	TO DECK	C1			L1

FLOORING		CABINETS	
F1	PORCELAIN TILE, 12X 24, \$15/sf MATERIAL ONLY	WD1	WOOD VENEER, RIFT CUT WHITE OAK
F2	CARPET, \$40/sy, MATERIAL ONLY	WD2	WOOD, PAINTED
F3	LVT, \$10/sf, MATERIAL ONLY	PLAM	PLASTIC LAMINATE
F4	WALK-OFF CARPET, \$40/sy, MATERIAL ONLY		
CONC	CONCRETE, SEALED	COUNTERTOPS	
		CT1	STONE
BASE		CT2	SIMULATED STONE
B1	4" VINYL BASE		
		LIGHTING - LED LIGHT SOURCE TYPICAL	
CEILING		L1	TRACK LIGHTING
C1	EXPPOSE RAFTER AND DECKING, SANDBLAST AND SEAL.	L2	LINEAR PENDANT LIGHTS FOR GENERAL ILLUMIN
C2	ACOUSTICAL BAFFLES BY FALKBULT	L3	DECORATIVE PENDANT
C3	ACT CEILING, ARMSTRONGS, OPTIMA CONCEALED 24 x 96 WITH INTEGRATED LIGHTING	L4	INTEGRATED LINEAR LIGHT
C4	ACT CEILING, ARMSTRONG OPTIMA 24 x 48	L5	RECESSED 2x4 INDIRECT
		L6	RECESSED CAN LIGHT
		L7	CYLINDER PENDANT (GENERAL LIGHTING)

PLAN NOTES

- 01 EXPOSED WOOD BEAM AND DECK, CLEAN AND SEAL.
- 02 NEW FLOORING THRU-OUT
- 03 SHOWROOM: WALLS TO BE PROVIDED BY FALKBUILT, GC TO PROVIDE CEILINGS, ELECTRICAL, LIGHTING AND FLOORING.
- 04 TRAINING ROOM: FALKBUILT STUDS TO DECK, GC TO DRYWALL ON FALK STUDS FROM 12' AFF TO DECK, GC TO PROVIDE ACT, ELECTRICAL, LIGHTING AND FLOORING. PROVIDE 6-8 WALL OUTLETS AND 6 FLOOR OUTLETS. FALKBUILT TO PROVIDE WALLS, DOORS AND GLAZING.
- 05 WORKSTATION: PROVIDE POWER TO WORKSTATIONS
- 06 OFFICES: FALKBUILT STUDS TO DECK, GC TO DRYWALL ON FALK STUDS FROM 12' AFF TO DECK, GC TO PROVIDE ACT, ELECTRICAL, LIGHTING AND FLOORING. PROVIDE 2-3 OUTLETS/OFFICE
- 07 CONFERENCE ROOMS: FALKBUILT STUDS TO DECK, GC TO DRYWALL ON FALKBUILT STUDS FROM 12' AFF TO DECK, GC TO PROVIDE ACT CEILING, POWER, LIGHTING AND FLOORING. PROVIDE 3-4 OUTLETS/CONFERENCE
- 08 FREESTANDING FALKBUILT PODS, 8'-0" H, WALLS AND CEILING ONLY. GC TO PROVIDE POWER, LIGHTING AND FLOORING.
- 09 CASEWORK BY FALKBUILT. SIMULATED STONE COUNTERTOP BY OWNER
- 10 PROVIDE APPLIANCES, (2) REFRIGERATORS, (2) UNDERCOUNTER BEVERAGE REFRIGERATORS, (2) UNDER COUNTER MICROWAVES, WARMING DRAWER, DISHWASHER AND ICE MACHINE.
- 11 PROVIDE SINK AND FAUCET.
- 12 ACOUSTICAL BAFFLES/CLOUDS BY FALKBUILT
- 13 CASEWORK BY FALKBUILT. STONE COUNTERTOP BY OWNER
- 14 PROVIDE APPLIANCES, UNDERCOUNTER BEVERAGE REFRIGERATOR, UNDER COUNTER WINE REFRIGERATOR, DISHWASHER AND ICE MACHINE.
- 15 TRIM OPENINGS WITH 4" WOOD TRIM, MAHOGANY TO MATCH DOOR AND WINDOWS

NOT FOR CONSTRUCTION 9-8-2025 REV.

Revisions:

PLAN AND FINISH SCHED.

Dwg Title:

SD1

Sheet No.

Project No. 745.05

Date: 3-5-2025

Drawn By:

Scale:

Page 30 of 284

EXHIBIT C

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Certificate of Reimbursable Project Costs

City of St. Louis, Missouri
Office of the Comptroller
1200 Market Street, Room 311
St. Louis, Missouri 63103
Attention: Deputy Comptroller

Re: Corporate Interiors, Inc. Tenant Improvement Allowance

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development and Performance Agreement dated _____, 2025 (the “*Agreement*”) between The City of St. Louis, Missouri and Corporate Interiors, Inc. In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Project Cost and was incurred in connection with the completion of the Work.
2. These Reimbursable Project Costs have been paid by or on behalf of or with the consent of the Company and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from the Tenant Improvement Allowance, and no part thereof has been included in any other Certificate of Reimbursable Project Costs previously filed with the City.
4. There has not been filed with or served upon the Company 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. To the best actual knowledge of the Company, 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. To the best actual knowledge of the Company, all Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “Reimbursable Project Cost” within the meaning of the Agreement, the Company shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Company is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

[Remainder of Page Intentionally Left Blank]

Dated this ____ day of _____, 20____.

CORPORATE INTERIORS, INC.

By: _____
Name: _____
Title: _____

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

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT D

TENANT IMPROVEMENT ALLOWANCE COMPLIANCE CERTIFICATE

To: City of St. Louis, Missouri
Office of the Comptroller
1200 Market Street, Room 311
St. Louis, Missouri 63103
ATTN: Deputy Comptroller

Name of Company: Corporate Interiors, Inc. (including any and all subsidiaries and/or affiliates located at the Project Site, the "Company")

Annual Calculation Period: January 1, 20__ to December 31, 20__

All company names and Sales Tax ID numbers used by the Company and its affiliates on sales tax returns filed with the Missouri Department of Revenue: _____

Address (the "Project Site"): 3942 Laclede Avenue
St. Louis, Missouri 63108

Contact Person: _____

Telephone: _____

Email: _____

Current Employment ("Jobs"): As of December 31, 20__, the Company employed ____ full-time equivalent employees at the Project Site.

Current Average Annual Wage: The average annual wage of the full-time equivalent employees at the Project Site (before commissions) is \$ ____.

Dated this ____ day of _____, 20__.

CORPORATE INTERIORS, INC.

By: _____
Name: _____
Title: _____

Approved by the City this ____ day of _____, 20__.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT E

EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

In any contract for Work at the Project Site, the Company, its designees, successors, assigns, and its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the “*Nondiscrimination Laws*”). Moreover, the Company shall contractually require its contractors and subcontractors to comply with the Nondiscrimination Laws.

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

To the extent not prohibited by federal anti-discrimination law, the Company shall comply with the requirements of Ordinance Nos. 60275 (which is codified at Chapter 3.90 of the Revised Code of the City of St. Louis), 69427, 70767, 71094, 71962 and Executive Order No. 91 pertaining to first source hiring, workforce development, and prevailing wage compliance.

The Company agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Company, its successors or assigns upon the basis of race, color, creed, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Project Site or any part thereof, and those covenants shall run with the land and shall be enforceable by The City of St. Louis and the United States of America, as their interests may appear in the project.

BOARD BILL NUMBER 83

FISCAL NOTE

Preparer's Name: St. Louis Development Corporation staff

Contact Information: Zach Wilson
Vice President of Economic Development Incentives
St. Louis Development Corporation
(314) 657-3732
wilsonz@stlouis-mo.gov

Bill Sponsors: Alderman Michael Browning

Bill Synopsis:	This Board Bill authorizes the City to enter into a Development and Performance Agreement to assist Corporate Interiors, Inc. d/b/a CI Select (the "Company") in redeveloping the existing building located at 3942 Laclede Avenue in the City (the "Project Site") into a new office headquarters and showroom space. The purpose of this Board Bill is to increase employment opportunities in the City and facilitate the Company's relocation to the City by depositing 50% of the revenue generated from the City's general sales tax within the Project Site into a sales tax reimbursement account and using such funds to reimburse the Company for certain tenant improvements.
Type of Impact:	50% of the revenues generated by the City's general sales tax at the Project Site will be used reimburse the Company for certain tenant improvements.
Agencies Affected:	The Comptroller's office will process reimbursement payments to the Company annually from the City's general sales tax revenues generated at the Project Site.

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ☐ Yes ☒ No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ☐ Yes ☒ No.
- A commitment of city funding in the future under certain specified conditions? ☒ Yes ☐ No.

Subject to the terms of the Development and Performance Agreement, the Company will advance fund the costs of its tenant improvements, but will be reimbursed for a portion of those costs annually for up to 10 years from sales taxes generated at the Project Site. If the Company does not generate sales at the Project Site, there may not be sufficient sales taxes generated to reimburse the Company in full, which is the Company's risk. The City will not be guaranteeing any specific amount of reimbursement payment.

- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ☐ Yes ☒ No.

There will not be any bonds or notes, but, subject to the terms of the Development and Performance Agreement, the City will need to appropriate general sales tax revenues generated at the Project Site to the reimbursement payments.

- An execution or initiation of an activity as a result of federal or state mandates or requirements? ☐ Yes ☒ No.
- A capital improvement project that increases operating costs over the current adopted city budget? ☐ Yes ☒ No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ☐ Yes ☒ No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

SECTION B

- Does the bill require the construction of any new physical facilities? ____ Yes __X__ No.

- If yes, describe the facilities and provide the estimated cost:

Although the Company will not be constructing any new physical buildings or facilities on the Project Site, they will be renovating and furnishing the existing building into an office headquarters and showroom space. The Company plans to invest approximately \$7,641,418 into this project; however, the maximum amount of reimbursable project costs with the City's general sales tax is \$1,000,000.

- Is the bill estimated to have a direct fiscal impact on any city department or office?
____X__ Yes ____ No.

- If yes, explain the impact and the estimated cost:

The Comptroller's office and the St. Louis Development Corporation (including the Minority Business Development and Compliance Office) will incur costs associated with administering the Development and Performance Agreement. However, the Development and Performance Agreement provides a source of funding for those costs, including an annual administrative fee paid to the Comptroller's office. Neither the Comptroller's office nor the St. Louis Development Corporation anticipate needing any further funding to cover the costs of administering the Development and Performance Agreement.

The City's Building Division may also have costs associated with various inspections and permits relating to the construction of the tenant improvements by the Company. However, those costs should be covered by the City's permit fees.

- Does the bill create a program or administrative subdivision? ____ Yes __X__ No.

- If yes, then is there a similar existing program or administrative subdivision?
____ Yes ____ No.

- If yes, explain the how the proposed programs or administrative subdivisions may overlap:

- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

As noted above, the Comptroller's office and the St. Louis Development Corporation will have various administrative costs associated with the Development and Performance Agreement, which will be paid by the Company or with the annual administrative fee, as provided in the Development and Performance Agreement. The City's Building Division may also have costs associated with providing inspections and permits. Similar to any other construction project in the City, these costs should be covered by permit fees.

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

*****NOT APPLICABLE; SEE SLDC REPORT*****

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	NA	NA	NA
Additional Revenue	NA	NA	NA
Net	NA	NA	NA
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	NA	NA	NA
Additional Revenue	NA	NA	NA
Net	NA	NA	NA

- Describe any assumptions used in preparing this fiscal note:

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

Review of the Board Bill and related documents was provided by attorneys in the City Counselor's office (who are assigned to the St. Louis Development Corporation), outside counsel to the St. Louis Development Corporation (Gilmore & Bell, P.C.) and outside counsel to the Comptroller's Office (Saulsberry & Associates, LLC).

- Have the financial estimates of this bill been verified by the City Budget Division?
☐ Yes ☒ No.
- If yes, by whom? _____ .

Summary
Board Bill Number 84
Introduced by Alderwoman Shameem Clark-Hubbard
October 17, 2025

A board bill recommended by the Board of Estimate & Apportionment, authorizing the Mayor to submit the 2026 Annual Action Plan to the United States Department of Housing and Urban Development ("HUD"); authorizing and directing the Mayor and the Comptroller to enter into and execute agreements with HUD for the receipt of 2026 Community Development Block Grant ("CDBG"), 2026 HOME Investment Partnership ("HOME"), 2026 Emergency Solutions Grant ("ESG"), and 2026 Housing Opportunities for Persons with AIDS ("HOPWA") funds; appropriating CDBG, HOME, ESG and HOPWA grant funds; authorizing the Directors of the Community Development Administration ("CDA"), Department of Human Services ("DHS"), and Department of Health ("DOH") to make, negotiate and execute contracts as may be necessary to expend funds; and containing severability and emergency clauses.

BOARD BILL NUMBER 84 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD

1. An ordinance, recommended by the Board of Estimate & Apportionment,
2. authorizing the Mayor to submit the 2026 Annual Action Plan to the United States
3. Department of Housing and Urban Development (“HUD”); authorizing the Mayor and
4. Comptroller to enter into and execute agreements with HUD for the receipt of 2026
5. Community Development Block Grant (“CDBG”), Community Development Block Grant
6. Disaster Recovery (“CDBG-DR”), HOME Investment Partnership (“HOME”),
7. Emergency Solutions Grant (“ESG”), and Housing Opportunities for Persons with AIDS
8. (“HOPWA”) funds; authorizing the Directors of the Community Development
9. Administration, Department of Human Services and Department of Health to execute
10. contracts as may be necessary to expend funds; and containing severability and emergency
11. clauses.

12. **WHEREAS**, appropriating the sum of Seventeen Million, Four Hundred Eighty
13. Three Thousand, Nine Hundred and Sixty-Five Dollars (\$17,483,965) which the City
14. estimates will be available for the 2026 CDBG Program Year; appropriating the sum of
15. Two Million, Four Hundred Fifty Three Thousand, Seven Hundred and Eighty Eight
16. Dollars (\$2,453,788) which the City estimates will be available for the 2026 HOME
17. Program Year; appropriating the sum of One Million, Five Hundred Forty Six Thousand,
18. Nine Hundred and Fifteen Dollars (\$1,546,915) which the City estimates will be available
19. for the 2026 ESG Program Year; and appropriating the sum of Three Million, One
20. Hundred Thirty Six Thousand, Two Hundred and Seventy Three Dollars (\$3,136,273) of

1 which the City estimates will be available for the 2026 HOPWA Program Year, is in the
2 public interest; and

3 **WHEREAS**, authorizing and directing the Director of the Community Development
4 Administration ("CDA") to contract with municipal agencies, non-profit corporations and
5 other entities, as necessary, for the expenditure of CDBG and HOME funds, to establish
6 and implement a lump sum drawdown procedure for the purpose of financing property
7 rehabilitation activities, to establish and implement a program to guarantee in whole or in
8 part construction loans from private financial institutions, and/or to establish and
9 implement a procedure for providing financial assistance to CDBG-eligible undertakings
10 through float loan financing is in the public interest; and

11 **WHEREAS**, authorizing and directing the Director of the Department of Human
12 Services ("DHS") to contract with municipal agencies, non-profit corporations and other
13 entities, as necessary for the expenditure of ESG funds is in the public interest; and

14 **WHEREAS**, authorizing and directing the Director of Health and Hospitals to
15 contract with municipal agencies, non-profit corporations and other entities, as necessary
16 for the expenditure of HOPWA funds, and directing the Comptroller to issue warrants
17 thereon upon the City Treasury is in the public interest; and

18 **WHEREAS**, in 2012 the St. Louis HUD Field Office initiated a Technical
19 Assistance request for the City to enhance the City's ability to address capacity gaps
20 identified during an on-site needs assessment spurred by HUD's One CPD Technical
21 Assistance Office; and

1 **WHEREAS**, subsequent HUD Technical Assistance Team reviews and site visits
2 resulted in a requirement from HUD that the City’s process for evaluating proposals to be
3 funded with CDBG and HOME funds and awarding those funds to subrecipients and others
4 be redesigned; and

5 **WHEREAS**, in Program Year 2014, the City effectively redesigned its process to
6 enhance transparency and ensure that funds were awarded based on a competitive process;
7 and

8 **WHEREAS**, in Program Year 2020, the City enhanced its Citizen Participation Plan
9 to provide citizens and other interested parties with further opportunities to participate in an
10 advisory role in the planning, implementation and evaluation of the City’s CDBG, HOME,
11 ESG and HOPWA programs; and

12 **WHEREAS**, as part of the 2025-2029 Consolidated Planning process, the
13 Community Development Administration has issued surveys, engaged community
14 stakeholders, hosted a series of open houses, conducted a market value analysis and made a
15 draft copy of the City’s 2025-2029 Consolidated Plan available for public comment on the
16 city website; and

17 **WHEREAS**, HUD continues to monitor the Consolidated Planning and budgeting
18 processes employed by the City of St. Louis to insure compliance with all applicable federal
19 statutes, regulations and policy guidance; and

20 **WHEREAS**, the City must continue to assure HUD that allocation and management
21 of CDBG and HOME funds are carried out such as to achieve maximum community
22 development and housing programs; and

1 **WHEREAS**, by failing to continue to implement the redesigned process, the City
2 places at risk its receipt of FY2026 HUD CDBG and HOME allocations; and

3 **WHEREAS**, by failing to continue to implement the redesigned process the City
4 further risks demand for the repayment of funds expended in prior program years; and

5 **WHEREAS**, such payback funds must be obtained by the City from non-federal
6 funding sources; and

7 **WHEREAS**, HUD has stated that failure by the City to continue to implement a fair,
8 consistent, and transparent process for the allocation, use, and accounting of CDBG and
9 HOME funds will ultimately harm the very individuals that the programs were designed to
10 assist; and

11 **WHEREAS**, 2026 CDBG, CDBG-DR, HOME, ESG and HOPWA funding will
12 become available on January 1, 2026; and

13 **WHEREAS**, in order to receive these funds, the City of St. Louis must continue to
14 implement the redesigned process and submit to HUD a 2026 Annual Plan by November 15,
15 2025; and

16 **WHEREAS**, it is estimated that the 2026 CDBG Entitlement, together with previous
17 year CDBG funds available for re-allocation, CDBG Program Income generated by activities
18 conducted with previous year CDBG funds that have not yet been appropriated for any
19 purpose and CDBG Program Income estimated to be generated by activities conducted in
20 2026 with CDBG funds, is Seventeen Million, Four Hundred Eighty Three Thousand, Nine
21 Hundred and Sixty Five Dollars (\$17,483,965); and

1 **WHEREAS**, the City has identified certain known appropriation needs as
2 summarized in **Exhibit A**, and the City desires to appropriate the CDBG Entitlement and
3 Program Income Funds for these needs, to establish and implement a lump sum drawdown
4 procedure to finance and facilitate property rehabilitation activities to establish and
5 implement a program to guarantee in whole or in part construction loans from private
6 financial institutions, and to establish and implement a procedure for providing financial
7 assistance to CDBG-eligible undertakings through float loan financing; and

8 **WHEREAS**, it is estimated that the 2026 HOME Entitlement, together with previous
9 year HOME funds available for allocation, HOME Program Income generated by activities
10 conducted with previous year HOME funds that have not yet been appropriated for any
11 purpose and HOME Program Income estimated to be generated by activities conducted in
12 2026 with HOME funds, will amount to the sum of Two Million, Four Hundred Fifty Three
13 Thousand, Seven Hundred and Eighty Eight Dollars (\$2,453,788); and

14 **WHEREAS**, the City has identified certain known appropriation needs as
15 summarized in **Exhibit A**, and the City desires to appropriate the HOME Entitlement and
16 Program Income Funds for these needs and to establish and implement a program to
17 guarantee in whole or in part construction loans from private financial institutions; and

18 **WHEREAS**, it is estimated that the 2026 ESG Entitlement, together with previous
19 year ESG funds available for allocation, will amount to the sum of One Million, Five
20 Hundred Forty Six Thousand, Nine Hundred and Fifteen Dollars (\$1,546,915); and

21 **WHEREAS**, the City desires to appropriate the ESG Entitlement for needs related
22 to the purpose of the ESG program; and

1 **WHEREAS**, it is estimated that the 2026 HOPWA Entitlement, together with
2 previous year HOPWA funds available for allocation, will amount to the sum of Three
3 Million, One Hundred Thirty Six Thousand, Two Hundred and Seventy Three Dollars
4 (\$3,136,273); and

5 **WHEREAS**, the City desires to appropriate the HOPWA Entitlement for needs
6 related to the purpose of the HOPWA program.

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

8 **SECTION ONE. ANNUAL ACTION PLAN SUBMISSION**

9 The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and
10 directed to submit the 2026 Annual Action Plan to the Department of Housing and Urban
11 Development in order to fulfill the eligibility and compliance requirements for the 2026
12 CDBG, HOME, ESG and HOPWA Entitlement Programs.

13 **SECTION TWO. CDBG APPROPRIATION**

14 There is hereby appropriated the sum of Seventeen Million, Four Hundred Eighty
15 Eight Thousand, Nine Hundred and Sixty Five Dollars (\$17,488,965) of 2026 CDBG funds
16 for the purposes described in **Exhibit A** incorporated herein by reference. The Director of
17 CDA is hereby authorized to make, negotiate and execute any and all contracts or other
18 documents, including disbursing agreements and/or other agreements associated with lump
19 sum drawdowns intended to facilitate property rehabilitation activities, including agreements
20 associated with guarantees in whole or in part of construction loans from private financial
21 institutions, and including agreements associated with the establishment and implementation
22 of a procedure for providing financial assistance to CDBG-eligible undertakings through

1 float loan financing, on behalf of the City, which are necessary to carry out the City’s CDBG
2 and HOME programs and to expend said funds for the purposes and in the amounts specified
3 in **Exhibit A** attached hereto, and the Comptroller is authorized and directed to issue
4 warrants upon the City Treasury for payment thereon. The Director of CDA is further
5 authorized to transfer funds among the purposes described in **Exhibit A** with the approval
6 of the Board of Estimate and Apportionment; to substitute HOME funding for CDBG
7 funding budgeted pursuant to this ordinance with the approval of the Board of Estimate and
8 Apportionment; and, to the extent that additional Tax Increment Financing Revenue,
9 program income and/or other funds become available, provided that the Board of Estimate
10 and Apportionment shall approve the expenditure of such funds.

11 **SECTION THREE. HOME APPROPRIATION**

12 There is further hereby appropriated the sum of TWO Million, Four Hundred Fifty
13 Three Thousand, Seven Hundred and Eighty Eight Dollars (\$2,453,788) of 2026 HOME
14 Funds for the purposes described in **Exhibit A** incorporated herein by reference. The
15 Director of CDA is hereby authorized to make, negotiate and execute any and all contracts
16 or other documents including agreements associated with guarantees in whole or in part of
17 construction loans from private financial institutions, on behalf of the City, which are
18 necessary to carry out the City’s HOME programs and to expend said funds, and the
19 Comptroller is authorized and directed to issue warrants upon the City Treasury for payment
20 thereon. The Director of CDA is further authorized to transfer funds among the purposes
21 described in **Exhibit A** with the approval of the Board of Estimate and Apportionment and
22 to substitute CDBG funding for HOME funding budgeted pursuant to this ordinance with

1 the approval of the Board of Estimate and Apportionment. At least fifteen percent of the
2 aforesaid 2026 HOME funds, or Three Hundred Sixty Eight Thousand, and Sixty Eight
3 Dollars (\$368,068), must be committed to projects to be undertaken by certified Community
4 Housing Development Organizations (CHDOs).

5 **SECTION FOUR. ESG APPROPRIATION**

6 There is further appropriated the sum of One Million, Five Hundred Forty Six
7 Thousand, Nine Hundred and Fifteen Dollars (\$1,546,915) of 2026 ESG Funds. The
8 Director of the Department of Human Services is hereby authorized to make, negotiate and
9 execute any and all contracts or other documents on behalf of the City which are necessary
10 to carry out the City's ESG programs and to expend said funds, and the Comptroller is
11 authorized and directed to issue warrants upon the City Treasury for payment thereon.

12 **SECTION FIVE. HOPWA APPROPRIATION**

13 There is further appropriated the sum of Three Million, One Hundred Thirty Six
14 Thousand, Two Hundred and Seventy Three Dollars (\$3,136,273) of 2026 HOPWA Funds.
15 The Director of Health and Hospitals is hereby authorized to make, negotiate and execute
16 any and all contracts or other documents on behalf of the City which are necessary to carry
17 out the City's HOPWA programs and to expend said funds, and the Comptroller is
18 authorized and directed to issue warrants upon the City Treasury for payment thereon.

19 **SECTION SIX. SEVERABILITY CLAUSE**

20 It is hereby declared to be the intention of the Board of Alderman that each and every
21 part, section and subsection of the Ordinance shall be separate and severable from each and
22 every other part, section and subsection hereof and that the Board of Alderman intends to

1 adopt each said part, section and subsection separately and independently of any other part,
2 section and subsection. In the event that any part, section or subsection of this Ordinance
3 shall be determined to be or to have been unlawful or unconstitutional, the remaining parts,
4 sections and subsections shall be and remain in full force and effect, unless the court making
5 such finding shall determine that the valid portions standing alone are incomplete and are
6 incapable of being executed in accord with the legislative intent.

7 **SECTION SEVEN. EMERGENCY CLAUSE**

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

Board Bill Number 84
Exhibit A

City of St. Louis Community Development Administration				
Community Development Block Grant & HOME Programs				
2025 Annual Action Plan & Budget				
Eligible Activity	Operating Agency	Program	2025 Proposed CDBG	2025 Proposed HOME
Public Services	Boys and Girls Club of Greater St. Louis	Out of School Time for Youth	\$98,000	
	Boys and Girls Club of Greater St. Louis	St. Louis Internship Program for Youth	\$98,177	
	Big Brothers Big Sisters of Eastern Missouri	Youth Mentoring & Wraparound Support	\$200,000	
	Carondelet Community Betterment Federation	CCBF Food & Nutritional Services	\$91,355	
	City Seniors, Inc.	Food Pantry	\$30,000	
	City Seniors, Inc.	Senior Services	\$135,490	
	Covenant House Missouri	Transitional Living Program	\$55,000	
	Covenant House Missouri	Genesis Shelter Program	\$65,000	
	Criminal Justice Ministry	CJM First Services Program	\$40,000	
	Criminal Justice Ministry	Foundations First Housing Program	\$155,000	
	Criminal Justice Ministry	Reentry Housing Operations	\$155,000	
	Employment Connection	ReEntry	\$175,000	
	Employment Connection	Solar Workforce Development Program	\$200,000	
	Gene Slay's Girls & Boys Club of St. Louis	Campus Afterschool & Summer Programs	\$200,000	
	Guardian Angel Settlement Association	Housing Stability	\$50,000	
	Guardian Angel Settlement Association	Food Pantry	\$50,000	
	Guardian Angel Settlement Association	Senior Services	\$50,000	
	Guardian Angel Settlement Association	Childcare	\$50,000	
	Hope House STL	Transitional Housing Program	\$175,000	
	Interfaith Residence (Doorways)	Comprehensive Flex Housing	\$150,000	
	Youth and Family Center	Out of School Program	\$70,000	
	Midtown Community Services	Youth Development & Empowerment	\$25,903	
	Mission: St. Louis	Beyond Jobs	\$104,406	
	Mission: St. Louis	Beyond School	\$125,124	
	Northside Youth And Senior Service Center	Northside Senior Meal Program	\$90,000	
	Operation Food Search	Tornado Recovery Food Assistance	\$150,000	
	Peter & Paul Community Services	Jugan Shelter	\$200,000	
	Seed St. Louis	Building Gardens, Growing Communities	\$97,054	

	St. Patrick Center	Workforce Development Program	\$75,000	
	Tower Grove Neighborhoods CDC	ARCH by HomeScreen	\$57,000	
	Urban League of Metropolitan St. Louis	Save Our Sons and Sisters Job Placement	\$104,444	
	PUBLIC SERVICES	SUBTOTAL	\$3,321,953	
Interim Assistance	Land Reutilization Authority	Property Maintenance & Vacancy Support	\$1,500,000	
	Department of Parks, Recreation & Forestry	Operation Brightside	\$370,000	
	Community Development Administration	Commercial Facade Improvement Program	\$300,000	
	INTERIM ASSISTANCE	SUBTOTAL	\$2,170,000	
LMI Homeowner Assistance	The Housing Partnership	Down Payment Assistance	\$172,500	
	City of St. Louis Building Division	Healthy Home Repair Inspections	\$350,000	
	Mission St. Louis	Healthy Home Repair Program	\$800,000	
	Mission St. Louis	Energy Efficiency & Weatherization	\$260,106	
	Community Development Administration	Home Repair Program Loan Pool	\$1,900,000	
	LMI HOMEOWNER ASSISTANCE	SUBTOTAL	\$3,482,606	
Housing Production	Community Development Administration	Affordable Housing Production & Preservation	\$2,000,000	\$2,313,788
	Community Development Administration	Rehabilitation Administration	\$1,050,000	\$140,000
	HOUSING PRODUCTION	SUBTOTAL	\$3,050,000	\$2,453,788
Economic Development	St. Louis Development Corporation	SLDC Economic Development	\$500,000	
	Justine Petersen	Microenterprise Lending & Training Program	\$400,000	
	Upwards Care, Inc	Boost Childcare Provider Support Program	\$240,000	
	T-REX	Entrepreneurial Cohort Program	\$322,613	
	ECONOMIC DEVELOPMENT	SUBTOTAL	\$1,462,613	
Public Improvements	Preservation of Affordable Housing	Clinton-Peabody Street/Sidewalk Improvements	\$500,000	
	VARIOUS	SUBTOTAL	\$500,000	
Planning & Administration	Community Development Administration	CDA Administration	\$1,997,293	
	Comptroller's Office	Federal Grants Administrative Support	\$45,000	
	Planning & Urban Design Agency	PDA Administration	\$1,125,000	
	St. Louis Development Corporation	Capacity Building for Minority Contractors	\$100,000	
	City Counselor's Office	Legal Services Support Program	\$229,500	
	PLANNING & ADMINISTRATION	SUBTOTAL	\$3,496,793	
VARIOUS	ALL	GRAND TOTAL	\$17,483,965	\$2,453,788

Summary
Board Bill Number 85
Introduced by Alderwoman Alisha Sonnier
October 17, 2025

Pursuant to **Ordinance Number 70333**, as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on various blocks throughout the Seventh Ward.

BOARD BILL NUMBER 85 INTRODUCED BY ALDERWOMAN ALISHA SONNIER

Pursuant to **Ordinance Number 70333**, as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on various blocks throughout the Seventh Ward.

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

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance Number 71394**, the Director of Streets is hereby directed to install speed humps to calm the flow of traffic in the following locations:

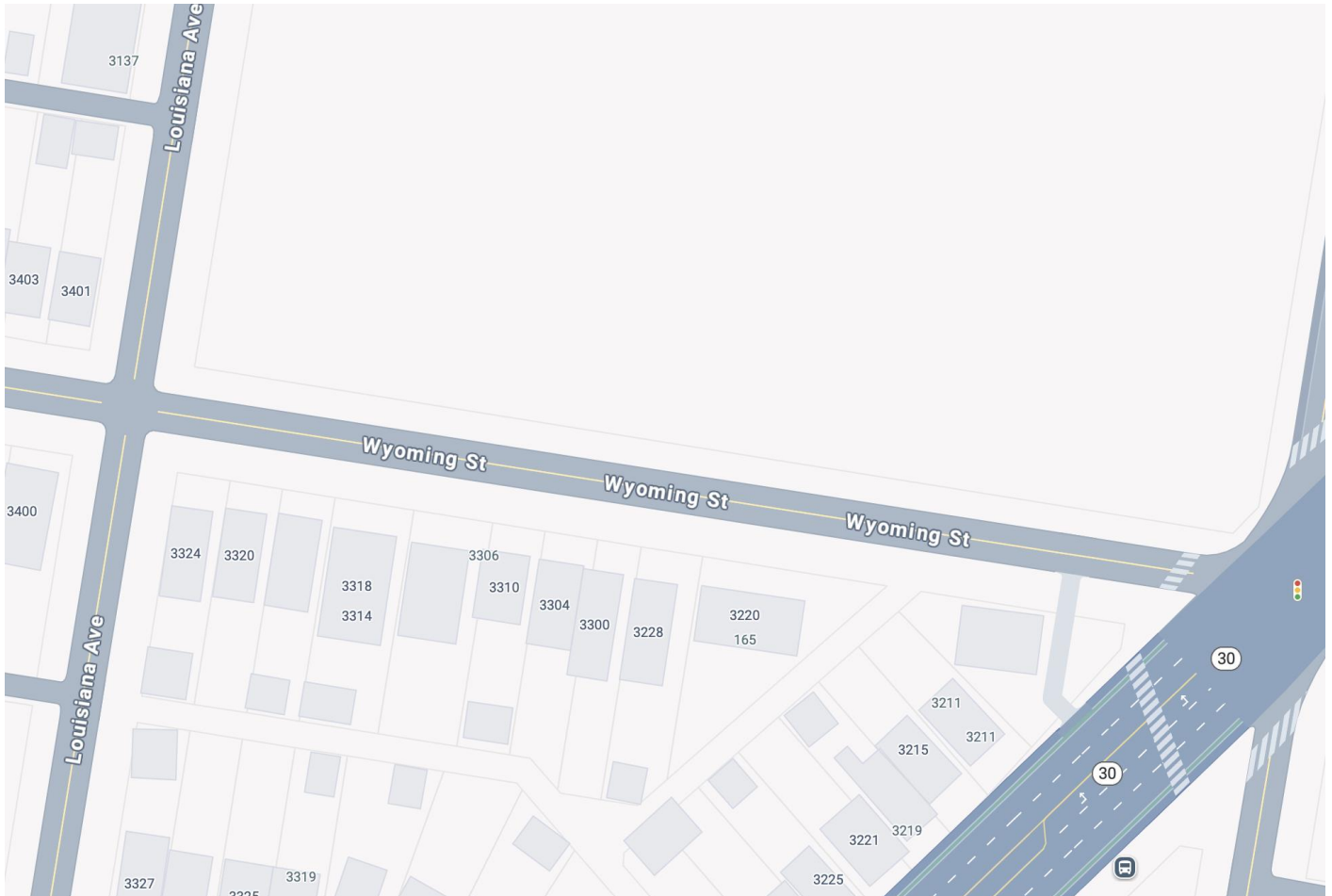
1. One speed hump shall be installed on the 3300 block of Wyoming Street in the Tower Grove East neighborhood;
2. One speed hump shall be installed on the 3400 block of Humphrey Avenue in the Tower Grove East neighborhood;
3. One speed hump shall be installed on the 3500 block of Humphrey Avenue in the Tower Grove East neighborhood;
4. One speed hump shall be installed on the 2700 block of Arkansas Street in the Tower Grove East neighborhood;
5. One speed hump shall be installed on the 2800 block of Arkansas Street in the Tower Grove East neighborhood;
6. One speed hump shall be installed on the 2600 block of Iowa Avenue in the Fox Park neighborhood;
7. One speed hump shall be installed on the 2900 block of Utah Avenue in the Benton Park West neighborhood;
8. One speed hump shall be installed on the 3300 block of Ohio Avenue in the Benton Park West neighborhood;

- 1 9. One speed hump shall be installed on the 3300 block of California Avenue in the Benton
2 Park West neighborhood;
- 3 10. One speed hump shall be installed on the 3300 block of Pennsylvania Avenue in the Benton
4 Park West neighborhood;
- 5 11. One speed hump shall be installed on the 2700 block of Winnebago Street in the Gravois
6 Park neighborhood;
- 7 12. One speed hump shall be installed on the 2800 block of Winnebago Street in the Gravois
8 Park neighborhood;
- 9 13. One speed hump shall be installed on the 3400 block of California Avenue in the Gravois
10 Park neighborhood;
- 11 14. One speed hump shall be installed on the 1200 block of Montrose Avenue in the Gate
12 District neighborhood;
- 13 15. One speed hump shall be installed on the 1300 block of Montrose Avenue in the Gate
14 District neighborhood;
- 15 16. One speed hump shall be installed on the 1400 block of Montrose Avenue in the Gate
16 District neighborhood;
- 17 17. One speed hump shall be installed on the 4100 block of Blaine Avenue in the Botanical
18 Heights neighborhood;
- 19 18. One speed hump shall be installed on the 4200 block of McRee Avenue in the Botanical
20 Heights neighborhood; and
- 21 19. One speed hump shall be installed on the 4300 block of McRee Avenue in the Botanical
22 Heights neighborhood.

1 **SECTION TWO. Emergency Clause.** This being an ordinance for the preservation of public
2 peace, health, and safety and providing for public work or improvements and repairs thereof, it is
3 hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article
4 IV of the Charter, and, therefore, this Ordinance shall become effective immediately upon its
5 passage and approval of the Mayor of the City.

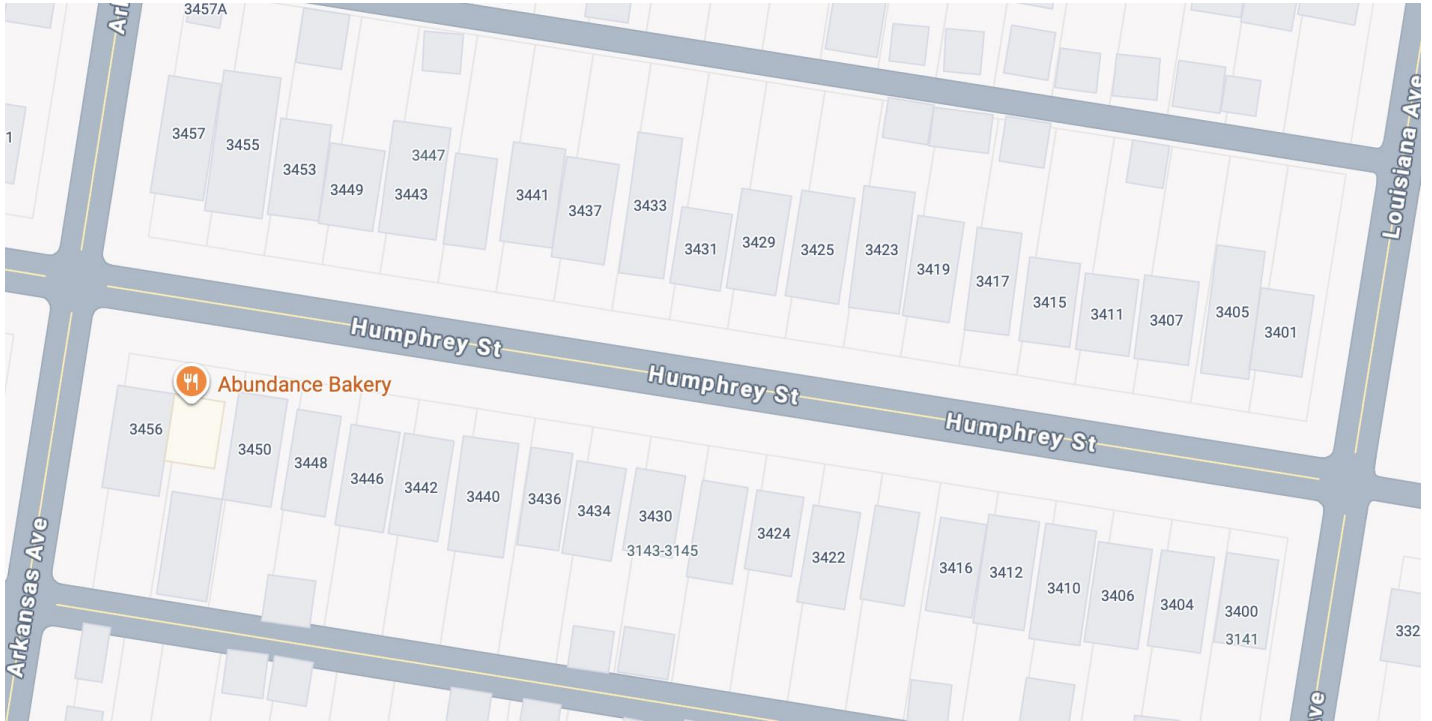
Board Bill Number 85

Map: 3300 block of Wyoming Street



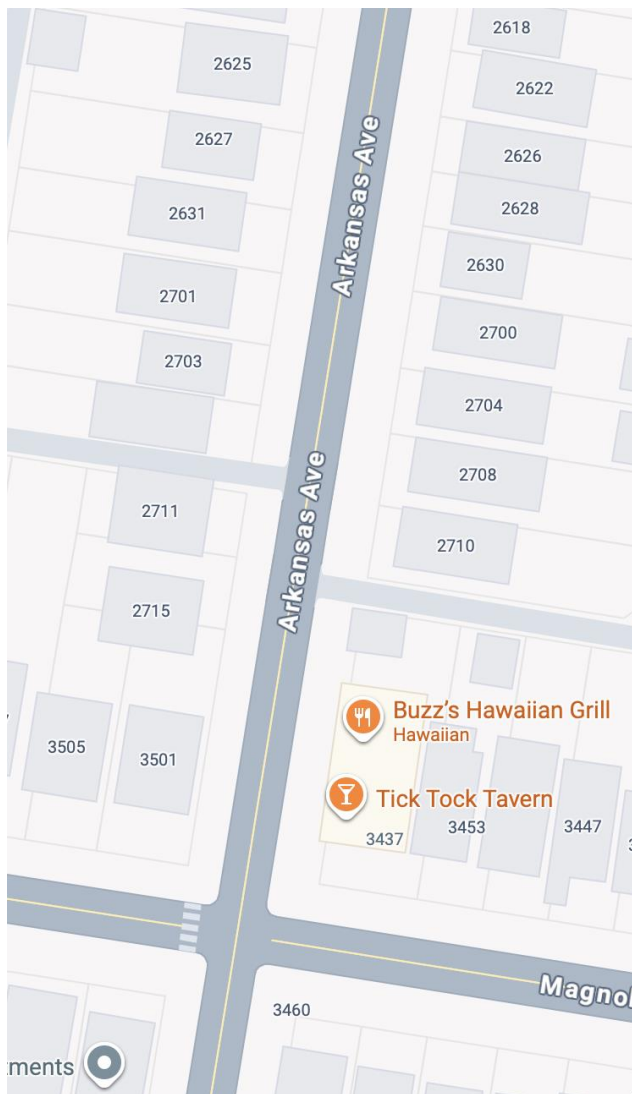
Board Bill Number 85

Map: 3400 and 3500 blocks of Humphrey Avenue



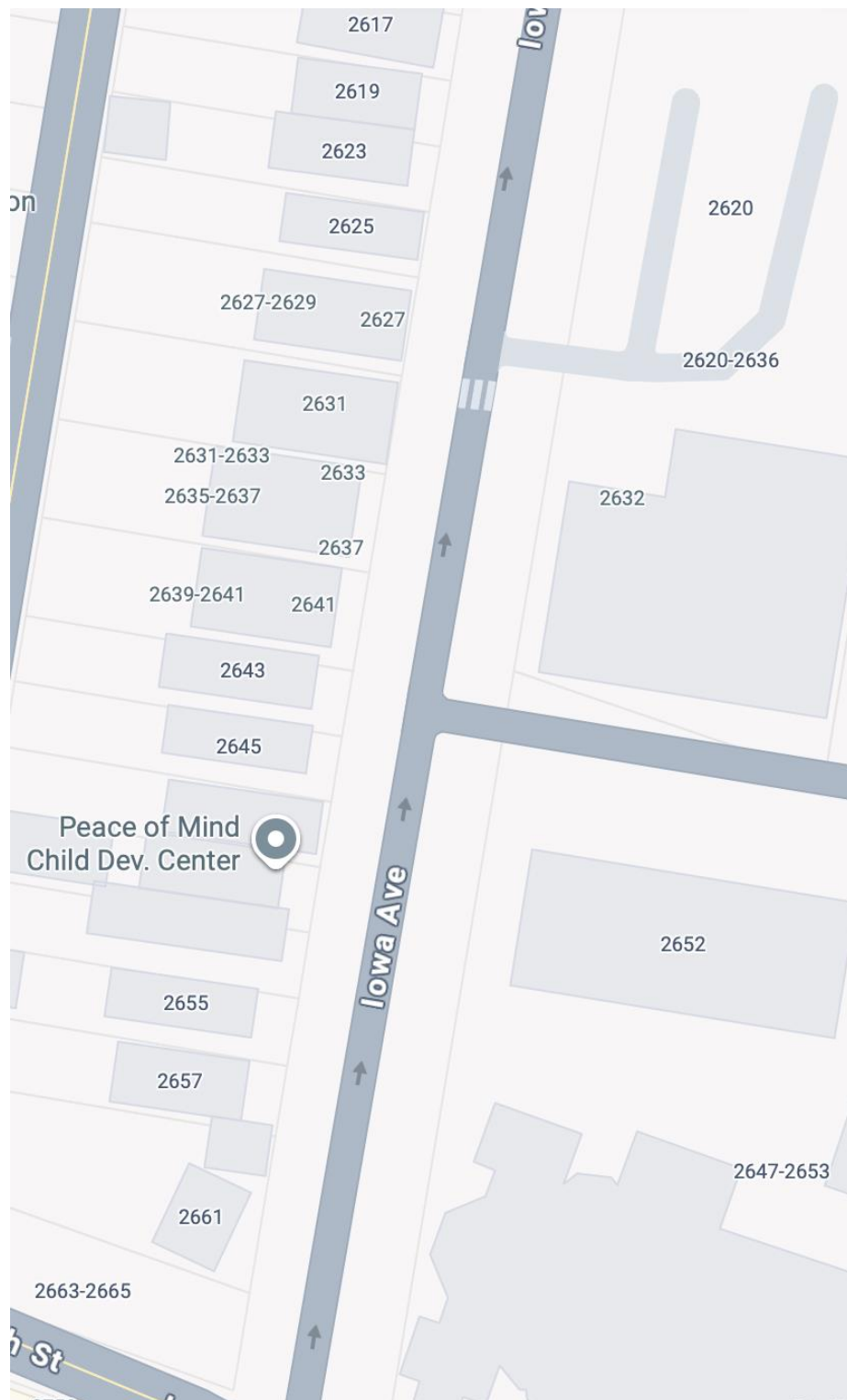
Board Bill Number 85

Map: 2700 and 2800 blocks of Arkansas Street



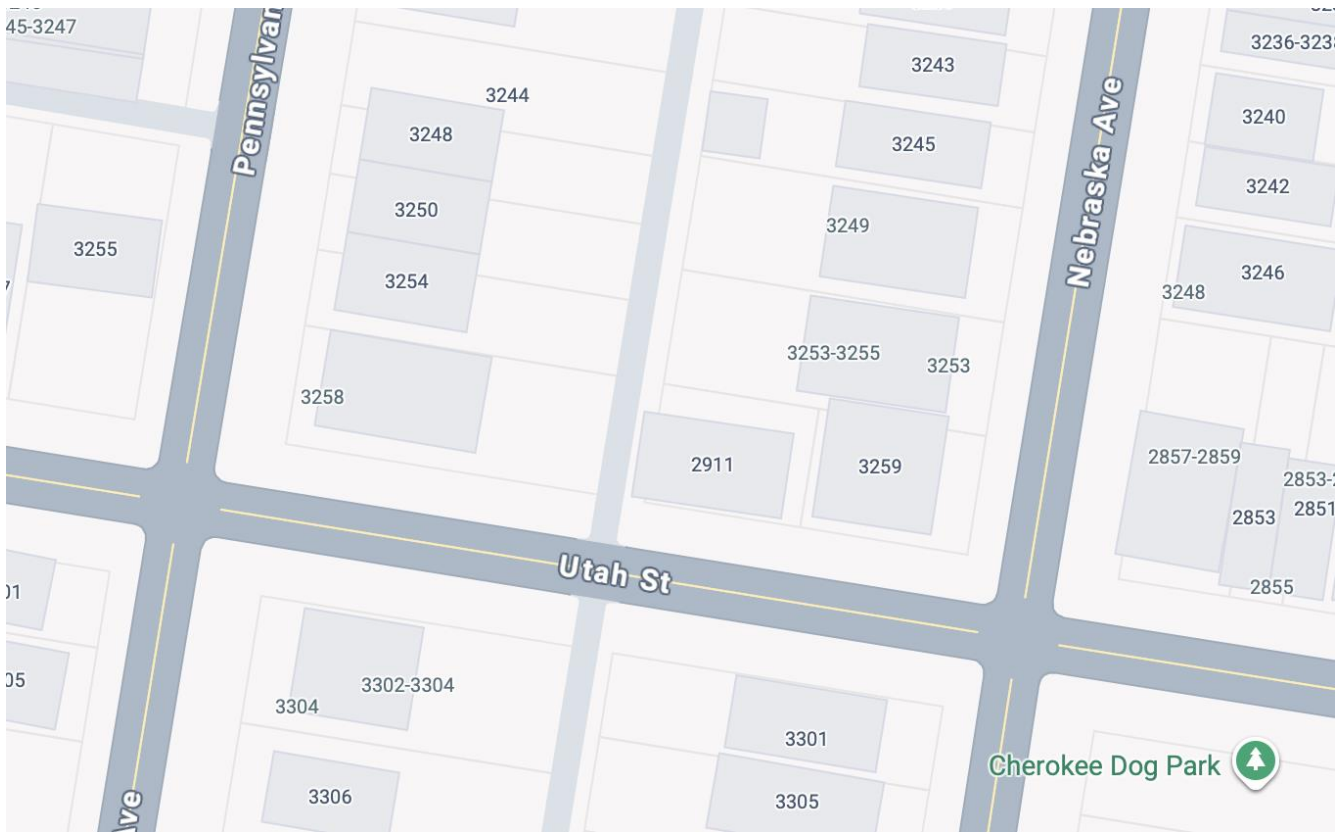
Board Bill Number 85

Map: 2600 block of Iowa Avenue



Board Bill Number 85

Map: 2900 block of Utah Avenue



Board Bill Number 85

Map: 3300 block of Ohio Avenue



Board Bill Number 85

Map: 3300 block of California Avenue



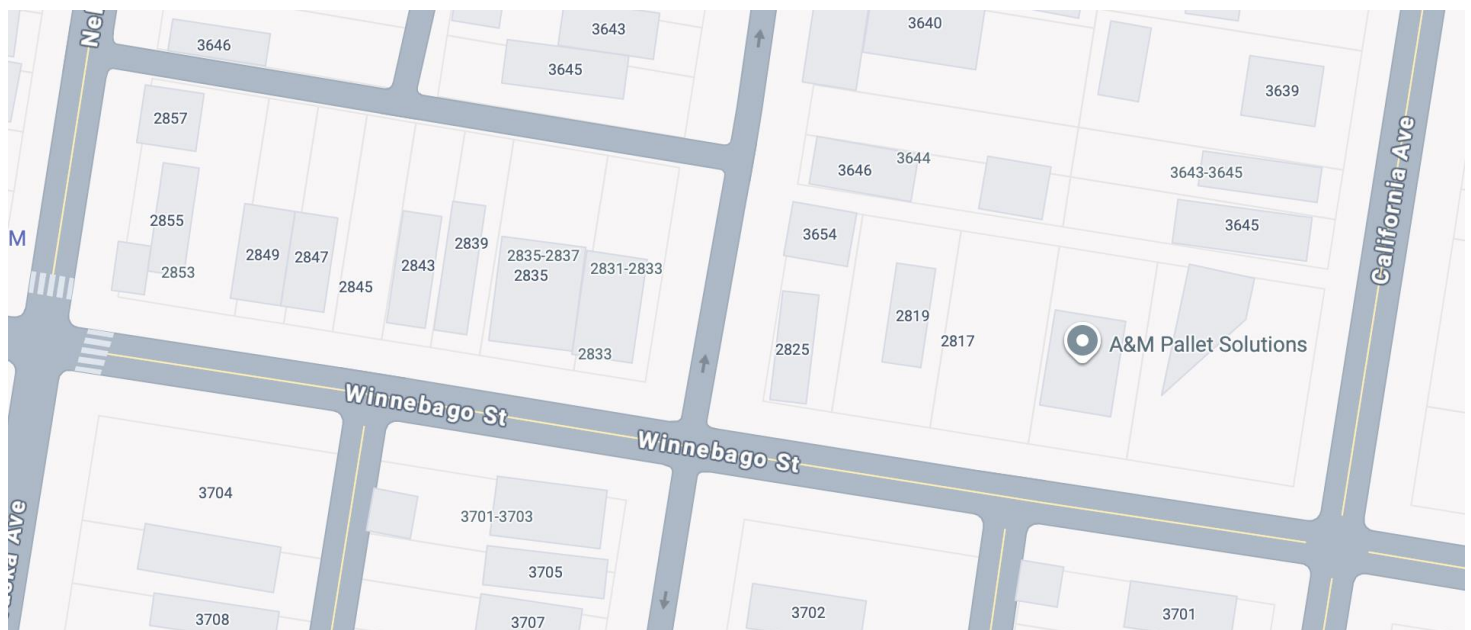
Board Bill Number 85

Map: 3300 block of Pennsylvania Avenue



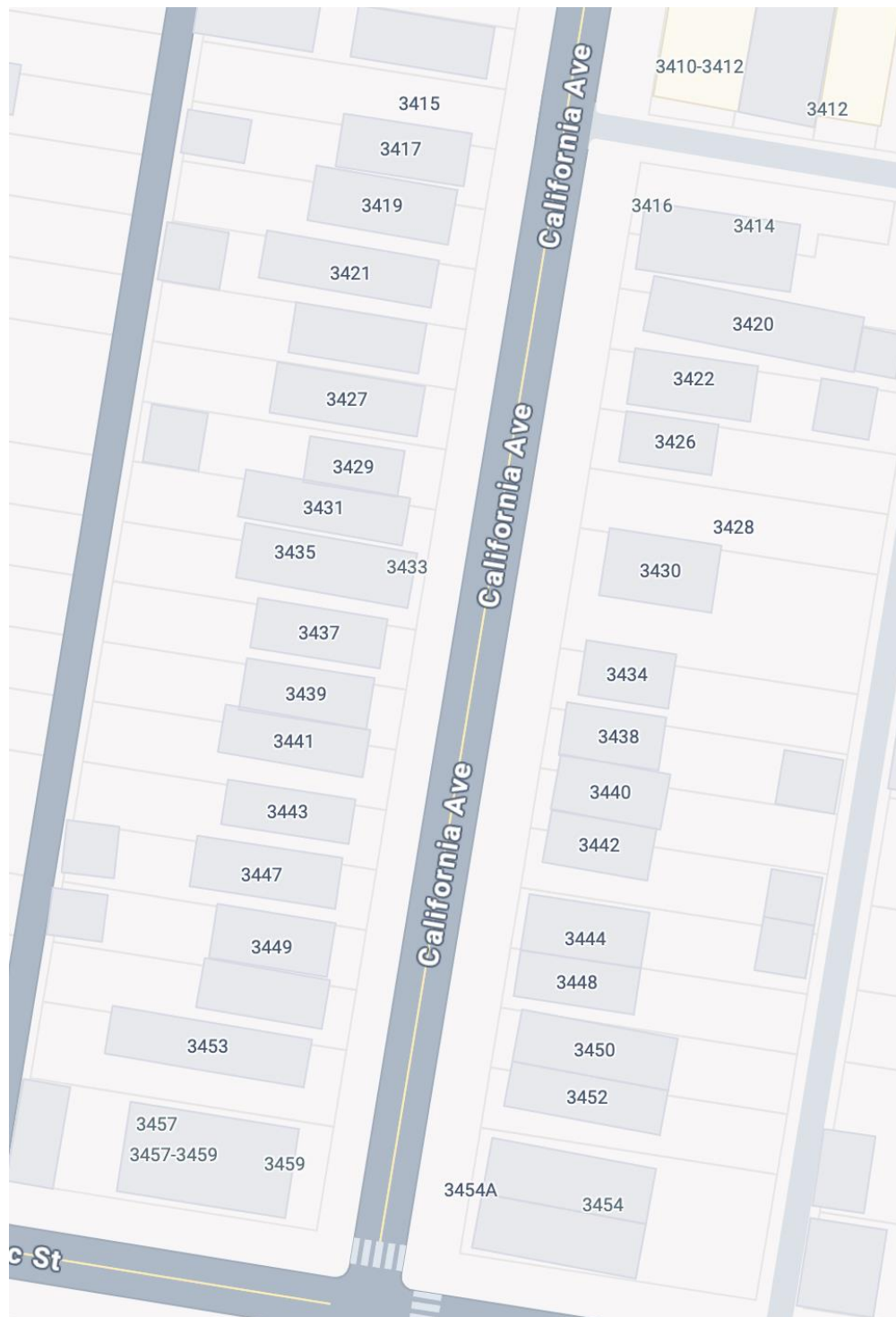
Board Bill Number 85

Map: 2700 and 2800 blocks of Winnebago Street



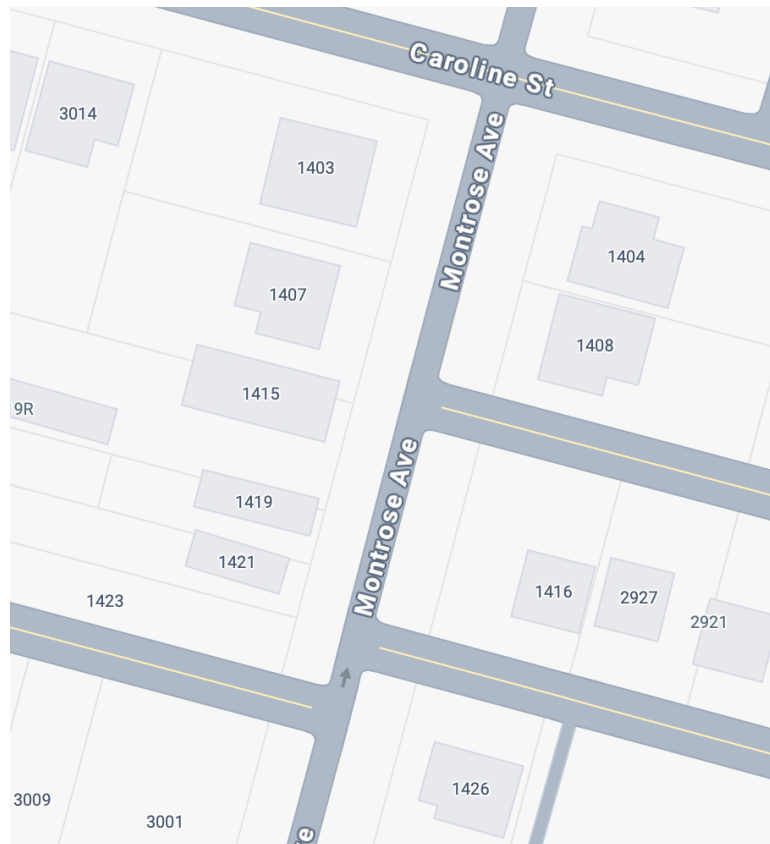
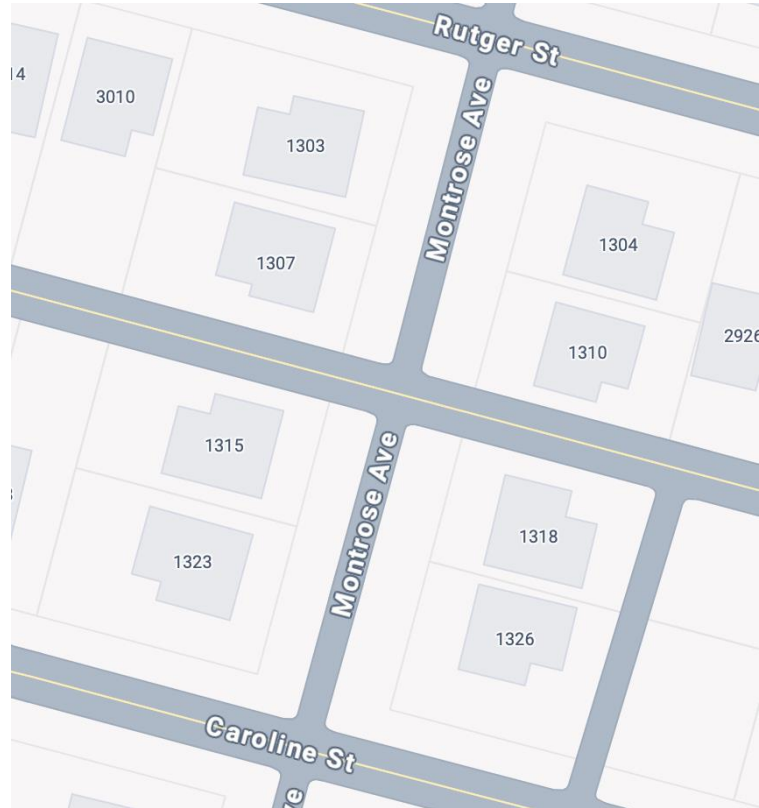
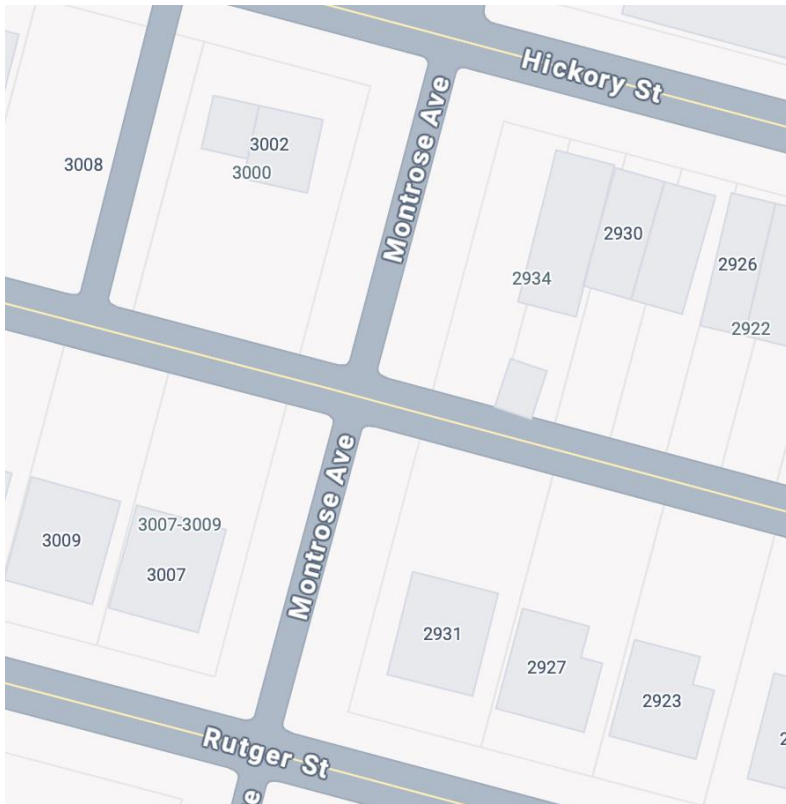
Board Bill Number 85

Map: 3400 block of California Avenue



Board Bill Number 85

Map: 1200, 1300, and 1400 blocks of Montrose Avenue



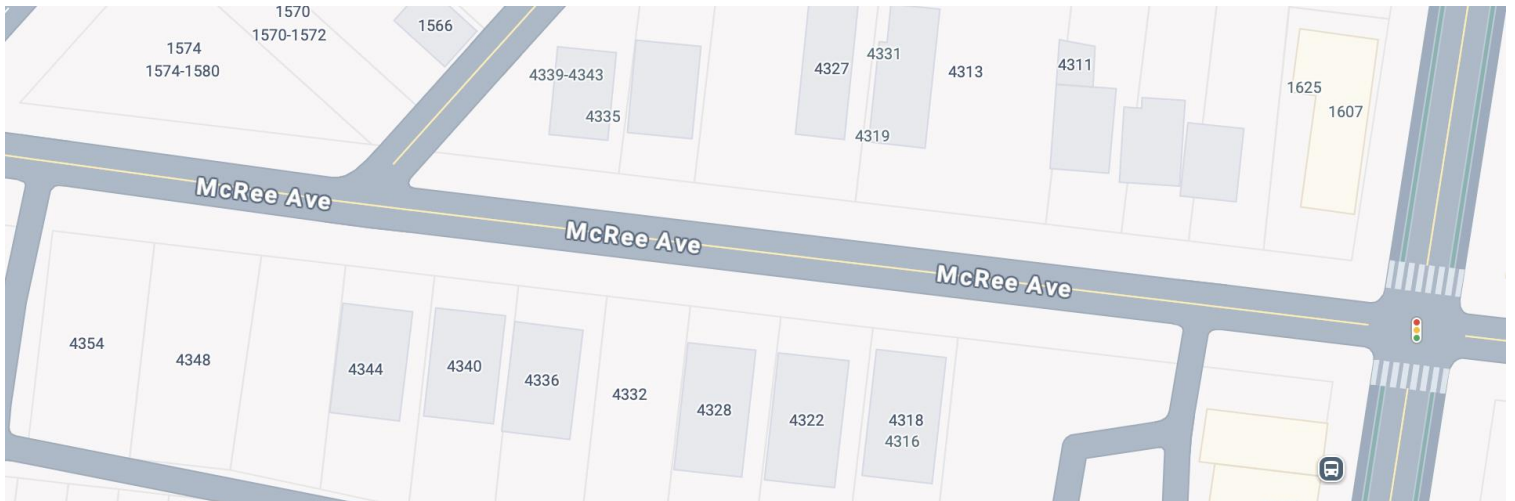
Board Bill Number 85

Map: 4100 block of Blaine Avenue



Board Bill Number 85

Map: 4200 and 4300 blocks of McRee Avenue



Summary
Board Bill Number 63
Introduced by Alderwoman Jami Cox-Antwi
September 12, 2025

An Ordinance recommended by the Planning Commission on June 17, 2025, to change the zoning of property as indicated on the District Map, from the “F” Neighborhood Commercial District to the “C” Multiple-Family Dwelling District, in City Block 1418 (2861-69 McNair Avenue), so as to include the described parcel of land in City Block 1418; and containing an emergency clause.

BOARD BILL NUMBER 63 INTRODUCED BY ALDERWOMAN JAMI COX-ANTWI

1 An Ordinance recommended by the Planning Commission on June 17, 2025, to change
2 the zoning of property as indicated on the District Map, from the “F” Neighborhood Commercial
3 District to the “C” Multiple-Family Dwelling District, in City Block 1418 (2861-69 McNair
4 Avenue), so as to include the described parcel of land in City Block 1418; and containing an
5 emergency clause.

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

7 **SECTION ONE.** The zoning designation of certain real property located in City Block
8 1418 is hereby changed to the “C” Multiple-Family Dwelling District, real property being
9 particularly described and shown in **Exhibit A** as follows:

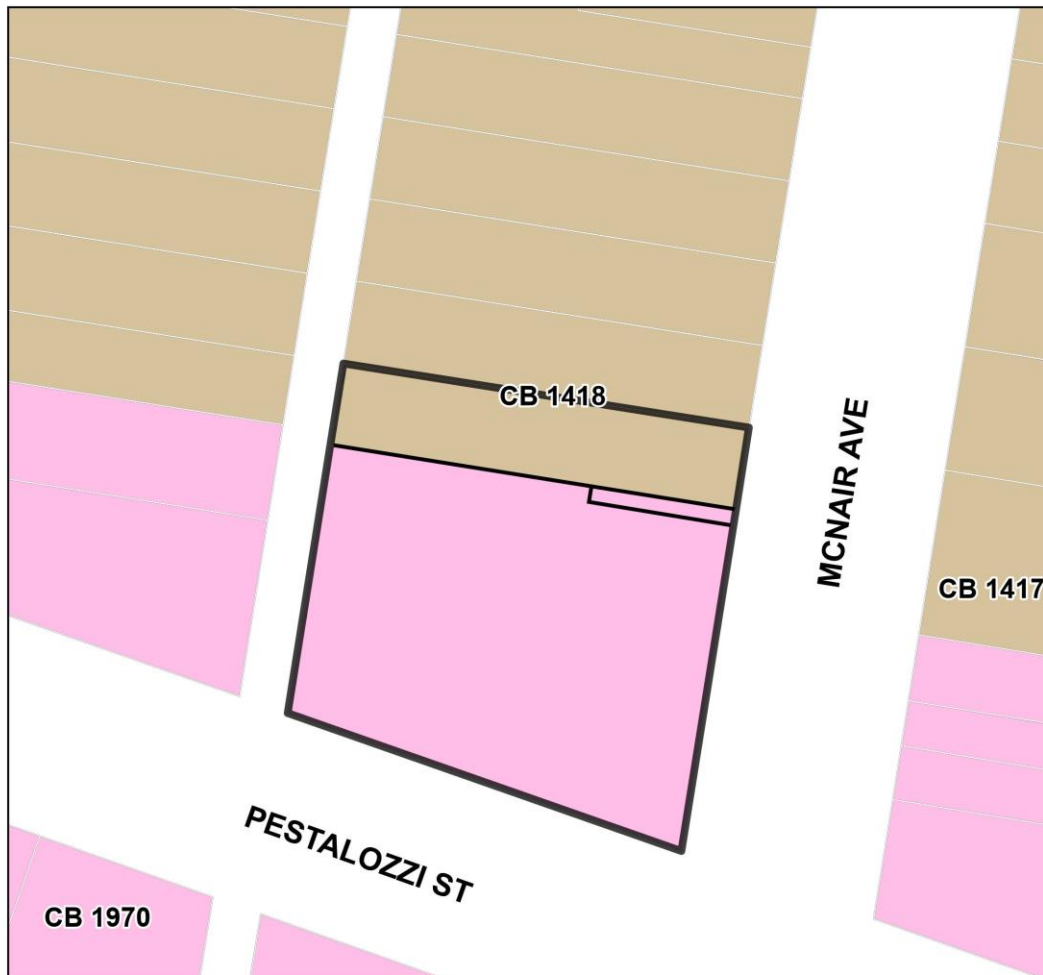
10 PART OF LOT 3 IN BLOCK 6 OF DURAND TRACT AND IN BLOCK 1418 OF THE
11 CITY OF ST. LOUIS, MISSOURI, PLAT BOOK G PAGE 59, ST. LOUIS CITY RECORDS
12 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

13 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE
14 ALONG THE NORTH LINE OF SAID LOT 3, SOUTH 85 DEGREES 53 MINUTES 45
15 SECONDS EAST, 78.78 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID
16 NORTH LINE, SOUTH 04 DEGREES 06 MINUTES 15 SECONDS WEST, 3.05 FEET TO A
17 POINT; THENCE SOUTH 85 DEGREES 10 MINUTES 39 SECONDS EAST, 44.05 FEET TO
18 THE EAST LINE OF SAID LOT 3; THENCE NORTH 04 DEGREES 15 MINUTES 30
19 SECONDS EAST, 3.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE
20 NORTH 85 DEGREES 53 MINUTES 45 SECONDS WEST, 44.05 FEET TO THE POINT OF
21 BEGINNING. CONTAINING 146 SQUARE FEET MORE OR LESS.

1 **SECTION 2.** This ordinance being necessary for the preservation of the health, safety
2 and welfare shall take effect and be in full force immediately upon approval by the Mayor of the
3 City of St. Louis.

EXHIBIT A

DISTRICT MAP



Current Zoning District

- A Single Family Dwelling District
- B Two-Family Dwelling District
- C Multiple Family Dwelling District
- D Multiple Family Dwelling District
- E Multiple Family Dwelling District

- F Neighborhood Commercial District
- G Local Commercial & Office District
- H Area Commercial District
- I Central Business District
- J Industrial District
- K Unrestricted District
- L Jefferson Memorial District

Rezoning Area

Rezoning to "C" Multiple-Family Dwelling District

2861-69 McNair Ave

City Block 1418

PDA-008-25-REZ

CITY OF ST. LOUIS
PLANNING
& URBAN DESIGN
AGENCY

Summary
Board Bill Number 80
Introduced by Alderwoman Shameem Clark-Hubbard
October 10, 2025

This Board Bill repeals **Ordinance Number 69056** concerning the City's participation in the Property Assessment Clean Energy Act. This Board Bill enacts a new ordinance regarding the same to enable the City to join the Missouri Clean Energy District in order to provide an additional authorized entity through which owners of property within the City may obtain financing for energy efficiency or renewable energy improvements to their property pursuant to Missouri's Property Assessment Clean Energy Act. This Board Bill further states the steps to be taken by the City in connection with entry to the District, and the activities such District may conduct in the City as a member of such District

BOARD BILL NUMBER 80 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD

1 An ordinance to repeal **Ordinance Number 69056** concerning the City’s participation in the
2 Property Assessment Clean Energy Act, and enacting a new ordinance regarding the same to
3 enable the City to join the Missouri Clean Energy District in order to provide an additional
4 authorized entity through which owners of property within the City may obtain financing for
5 energy efficiency or renewable energy improvements to their property pursuant to Missouri’s
6 Property Assessment Clean Energy Act and stating the steps to be taken by the City in connection
7 therewith, and the activities such District may conduct in the City as a member of such District.

8 **WHEREAS**, the 95th General Assembly of Missouri enacted Sections §67.2800 to
9 §67.2835, inclusive, RSMo., the “Property Assessment Clean Energy Act” (the “Act”); and

10 **WHEREAS**, Section §67.2810.1 authorizes one or more Municipalities (as defined in
11 Section §67.2800.7) to establish a Clean Energy Development Board to initiate and administer a
12 Property Assessment Clean Energy (“PACE”) Program so that owners of qualifying property can
13 access funding for energy efficiency improvements or renewable energy improvements to their
14 properties located in such Municipalities; and

15 **WHEREAS**, the development, production, and efficient use of clean energy and renewable
16 energy, as well as the installation of energy efficiency improvements to publicly and privately
17 owned real property, will create jobs for residents of the City of St. Louis, Missouri, advance the
18 economic well-being and public and environmental health of the City of St. Louis, Missouri, and
19 contribute to the energy independence of our nation; and

20 **WHEREAS**, the primary intent of funding energy efficiency and renewable energy
21 improvements pursuant to the Act is to promote the public purposes described above; and

1 **WHEREAS**, by **Ordinance Number 69056**, the City established the Clean Energy
2 Development Board of The City of St. Louis, Missouri (the “Board”) to operate a PACE program
3 within the City; and

4 **WHEREAS**, on January 3, 2011, a different clean energy development board, now named
5 the Missouri Clean Energy District (the “District”), was created with the intention that all counties
6 and other municipalities within the State of Missouri would be eligible to join such District and
7 participate in its programs; and

8 **WHEREAS**, it is in the best interests of the City of St. Louis, Missouri and for the benefit
9 of its residents to join the District and participate in its programs, in addition to having financing
10 of PACE Projects available through the Clean Energy Development Board of the City; and

11 **WHEREAS**, by joining the District, the City does not intend to diminish the power or
12 authority of the Board to operate its PACE program but, instead, believes that the District can
13 make additional financing sources available for PACE projects in the City, thereby increasing the
14 opportunities for residents of the City.

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

16 **SECTION ONE.** Findings of Fact. The Board of Aldermen hereby finds and determines that
17 it is in the best interests of the City and the health, safety, and welfare of City residents for the City
18 to become a member of the Missouri Clean Energy District and authorize it to administer its PACE
19 program within the City, in addition to, but not in exclusion of, the PACE program offered by the
20 Clean Energy Development Board of the City of St. Louis, Missouri.

21 **SECTION TWO.** Ordinance Number 69056 Repealed.

22 **Ordinance Number 69056** is hereby repealed.

1 **SECTION THREE.** City to Join District. The City is hereby authorized City to join and
2 participate in the Missouri Clean Energy District. Upon the City becoming such a member, the
3 District may make or cause to be made loans to property owners within the City to fund energy
4 efficiency and renewable energy improvements to their property, which loans would be repayable
5 from the savings in energy costs.

6 **SECTION FOUR.** Conformity to Federal and State Law. This Ordinance is enacted pursuant
7 to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes (2000), as amended, and the
8 provisions of this Ordinance shall be in conformity with federal and state laws

9 **SECTION FIVE.** Definitions.

10 A. Definitions. Except as specifically defined below, word and phrases used in this Ordinance
11 shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the
12 Missouri Revised Statutes (2000), as amended, shall have their defined meanings when used in
13 this Ordinance. As used in this Ordinance, the following words and phrases shall have the
14 meanings indicated:

15 “*Missouri Clean Energy District*” or “*District*” means the Missouri Clean Energy District.

16 “*PACE Assessment*” means a special assessment made against qualifying property in consideration
17 of PACE Funding.

18 “*PACE Funding*” means funds provided to the owner(s) of qualified property by the District for
19 an energy efficiency improvement or renewable energy improvement.

20 “*Qualifying Property*” means real property located in The City of St. Louis, Missouri.

21 **SECTION SIX.** Administration. The District shall administer its PACE program within the
22 City by:

- 1) Providing property owners with an application form in order to apply to the District for PACE Funds;
- 2) Developing standards for the approval of Projects submitted to it by property owners;
- 3) Reviewing applications submitted to it and selecting qualified Projects;
- 4) Entering into Assessment Contracts with property owners;
- 5) Providing a copy of each executed Notice of Assessment to the City's Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records in the Office of the Recorder of Deeds for the City;
- 6) Authorizing and disbursing the PACE Funds to the property owners;
- 7) Receiving PACE Assessments from the City Collector;
- 8) Recording any lien, if needed, due to nonpayment of a PACE Assessment; and
- 9) Exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes (2000), as amended, including, but not limited to, the power to levy and collect special assessments under an assessment contract with a property owner.

SECTION SEVEN. Liability of City Officials; Liability of City.

Notwithstanding any other provision of law to the contrary, officers and other officials of the City of St. Louis and the District shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the District's PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE program. The District shall for all purposes be considered an independent entity and shall not be considered a political subdivision of the City of St. Louis.

1 **SECTION EIGHT.** Further Authority. The Mayor, the Comptroller, the Register, and other
2 appropriate officials, agents, and employees of the City are hereby authorized to take such further
3 actions and execute such documents as may be necessary or desirable to carry out and comply with
4 the intent of this Ordinance.

5 **SECTION NINE.** Severability and Superseding of Inconsistent Provisions. The sections of
6 this Ordinance shall be severable. In the event that any section of this Ordinance is found by a
7 court of competent jurisdiction to be invalid or unenforceable, the remaining sections of this
8 Ordinance shall nevertheless be valid and enforceable, unless the court finds the valid sections of
9 this Ordinance are so essential and inseparably connected with and dependent upon the void
10 section that it cannot be presumed that this Board would have enacted the valid sections without
11 the void ones, or unless the court finds that the valid sections standing alone are incomplete and
12 are incapable of being executed in accordance with the legislative intent. The provisions of this
13 Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms
14 hereof, but only to the extent of such inconsistency.

15 **SECTION TEN.** Delivery of Ordinance. The Mayor of the City is hereby authorized to deliver
16 a duly executed copy of this Ordinance to the Board of Directors of the District or its designee,
17 together with the jurisdictional and geographic boundaries of the City for inclusion in the
18 jurisdictional and geographic boundaries of the District.

19 **SECTION ELEVEN.** Appointment of Member of Advisory Council. The Mayor of the City of
20 St. Louis is hereby authorized to appoint a member of the Advisory Council of Missouri Clean
21 Energy District and to notify the District of the person so appointed.

Page 5 of 5
Board Bill Number 80
Clark-Hubbard
October 10, 2025

ORDINANCE #69056
Board Bill No. 195
Committee Substitute

An ordinance recommended by the Parks and Environment Committee establishing the Clean Energy Development Board of The City of St. Louis, Missouri (the "Clean Energy Development Board"); authorizing the Mayor to appoint the members of said Clean Energy Development Board; authorizing said Clean Energy Development Board to provide for property assessed clean energy financing for energy efficiency improvements to property within the City of St. Louis; authorizing and directing the taking of other actions as necessary or desirable to carry out and comply with the intent hereof; and superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof.

WHEREAS, the General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"), which authorizes the City of St. Louis and other municipalities and counties in the State of Missouri to create Clean Energy Development Boards to administer Property Assessed Clean Energy ("PACE") programs.

WHEREAS, PACE programs allow property owners to obtain loans through Clean Energy Development Boards to finance energy efficiency and renewable energy improvements to their property and repay such loans from the savings in energy costs resulting from such improvements.

WHEREAS, it is in the best interests of the health, safety, and welfare of the City and its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City, and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and to make or cause to be made loans to property owners within the City to fund energy efficiency improvements to their property, which loans would be repayable from the savings in energy costs.

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

Section 1. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is in the best interests of the City and the health, safety, and welfare of its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and make or cause to be made loans to property owners within the City to fund energy efficiency and renewable energy improvements to their property, which loans would be repayable from the savings in energy costs.

Section 2. Creation of a Clean Energy Development Board. The creation of a Clean Energy Development Board, as set forth in the PACE Act, which shall hereinafter be known as the Clean Energy Development Board of The City of St. Louis, Missouri is hereby approved. The Clean Energy Development Board shall consist of five residents of the City of St. Louis appointed by the Mayor and approved by the Board of Aldermen. The Mayor is hereby authorized and directed to appoint said five members, with the advice and consent of said Board of Aldermen.

Section 3. Authority of the Clean Energy Development Board. The Clean Energy Development Board is hereby authorized to exercise all powers which may be exercised by such boards pursuant to the PACE Act, as may be revised from time to time, and to adopt bylaws addressing the operations of the Clean Energy Development Board which are consistent with the PACE Act and this Ordinance.

Section 4. Terms of Board Members. Of the Clean Energy Development Board members first appointed by the Mayor and approved by the Board of Aldermen, one (1) shall be designated to serve on the Clean Energy Development Board for a term of two (2) years from the date of appointment, two (2) shall be designated to serve on the Clean Energy Development Board for terms of three (3) years from the date of appointment, and the remaining two (2) shall be designated to serve on the Clean Energy Development Board for a term of four (4) years from the date of appointment; thereafter, each vacancy resulting from the expiration of a term shall be filled in the same manner as set forth above, and each person so appointed shall be appointed to serve on the Clean Energy Development Board for a term of four (4) years, except that the initial term of a person appointed to fill a vacancy resulting from the resignation, death or incapacity of a Clean Energy Development Board member during an unexpired term shall consist of the unexpired portion of such term.

Section 5. Actions in Accordance with the PACE Act. It is hereby recognized that the requirements of the PACE Act as pertain to the authority, number, qualifications, terms and manner of appointment of persons to serve on the Clean

Energy Development Board may, from time to time, be revised. The Mayor and such other persons as may be directed to act with respect thereto under the PACE Act in the future are hereby authorized to act in accordance with the PACE Act, as from time to time revised, so that at all times hereinafter the Clean Energy Development Board shall be and remain legally authorized to exercise the powers of a Clean Energy Development Board under the PACE Act, without further action of the City, the Board of Aldermen, or the Clean Energy Development Board.

Section 6. Further Authority. The Mayor, the Comptroller, the Register, and other appropriate officials, agents, and employees of the City are hereby authorized to take such further actions and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City hereunder and under the PACE Act.

Section 7. Severability and Superseding of Inconsistent Provisions. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

Approved: December 22, 2011

FISCAL NOTE

BOARD BILL NUMBER 80

Preparer's Name: David Sweeney

Contact Information: David Sweeney
Lewis Rice LLC
314-444-7769
dsweeney@lewisrice.com

Bill Sponsor: Alderwoman Shameem Clark-Hubbard

Bill Synopsis:	This Board Bill repeals Ordinance Number 69056 concerning the City's participation in the Property Assessment Clean Energy Act. This Board Bill enacts a new ordinance regarding the same to enable the City to join the Missouri Clean Energy District in order to provide an additional authorized entity through which owners of property within the City may obtain financing for energy efficiency or renewable energy improvements to their property pursuant to Missouri's Property Assessment Clean Energy Act. This Board Bill further states the steps to be taken by the City in connection with entry to the District, and the activities such District may conduct in the City as a member of such District.
Type of Impacts:	Entry into the Missouri Clean Energy District will open up additional financing sources for PACE projects within the City.
Agencies Affected:	The Clean Energy Development Board of the City of St. Louis

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? _____Yes ☒No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? _____Yes ☒No.
- A commitment of city funding in the future under certain specified conditions? _____Yes ☒No.
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? _____Yes ☒No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? _____Yes ☒No.
- A capital improvement project that increases operating costs over the current adopted city budget? _____Yes ☒No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? _____Yes ☒No.

SECTION B

- Does the bill require the construction of any new physical facilities? _____Yes ☒No.
 - If yes, describe the facilities and provide the estimated cost:
- Is the bill estimated to have a direct fiscal impact on any city department or office? _____Yes ☒No
- Does the bill create a program or administrative subdivision? _____Yes ☒No
 - If yes, then is there a similar existing program or administrative subdivision? _____Yes _____No
 - If yes, explain the how the proposed programs or administrative subdivisions may overlap:
- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

None.

Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	n/a	n/a	n/a
Additional Revenue	n/a	n/a	n/a
Net	n/a	n/a	n/a
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	n/a	n/a	n/a
Additional Revenue	n/a	n/a	n/a
Net	n/a	n/a	n/a

- Describe any assumptions used in preparing this fiscal note:

Not applicable.

- List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

None.

- Have the financial estimates of this bill been verified by the City Budget Division?
☐ Yes ☒ No

If yes, by whom? _____

Summary
Board Bill Number 82
As Amended in Committee
Introduced by Alderman Rasheen Aldridge
October 10, 2025

This Board Bill seeks to authorize and direct the Mayor and Comptroller of the City of St. Louis to quit claim to 900 N Tucker Building, LLC, a Missouri limited liability company, its successors and assigns, an affiliate and subsidiary of The StarWood Group, LLC, a Missouri limited liability company, those certain parcels of real estate belonging to the City of St. Louis located at 1134 and 1138 Dr. Martin Luther King Drive, forming portions of the plaza commonly known as “Interco Plaza”, the balance of which is already owned by 900 N Tucker Building, LLC.

The proposed Bill will have a positive impact on the community, as it will help promote local commercial activity and generate tax revenue for the City of St. Louis.

**BOARD BILL NUMBER 82 AS AMENDED IN COMMITTEE INTRODUCED BY
ALDERMAN RASHEEN ALDRIDGE**

An Ordinance authorizing the Comptroller and the City of St. Louis to execute a Contract for Sale of Real Estate and authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00), and other good and valuable consideration, a Quit Claim Deed to remise, release, and forever quit-claim unto 900 N Tucker Building, LLC, a Missouri limited liability company, its successors and assigns, certain City-owned property located in City Block 534, which property is commonly known as 1134 and 1138 Dr. Martin Luther King Drive in the City of St. Louis, Missouri.

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

SECTION ONE. The Board of Alderman find and determines that it is desirable to enter into the Contract for Sale of Real Estate, attached hereto and incorporated by reference herein as **Exhibit A**, and the Comptroller is authorized to execute said Contract for Sale of Real Estate, which shall be substantially in the form attached.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute, in accordance with the terms and conditions of the Contract for Sale of Real Estate, upon receipt of and in consideration of the sum of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00), and other good and valuable consideration, the Quit Claim Deed attached as Exhibit B to the Contract for Sale of Real Estate to remise, release, and forever quit-claim unto 900 N Tucker Building, LLC, a Missouri limited liability company, its successors and assigns, certain City-owned property located in City Block 534, which property is commonly known as 1134 and 1138 Dr. Martin Luther King Drive in the City of St. Louis, Missouri and which is more fully described in said **Exhibit A**.

1 **SECTION THREE.** Ordinance No. 71152 is hereby repealed and all agreements
2 authorized by and entered into in connection therewith are hereby mutually terminated and of no
3 further force and effect as between the City of St. Louis and 900 N Tucker Building, LLC and its
4 affiliates and 900 N Tucker Building, LLC and its affiliates are hereby released of all obligations
5 in connection with such agreements.

6 **SECTION FOUR.** The Mayor and Comptroller and other appropriate City of St. Louis
7 officials are hereby authorized and directed to take such further actions and execute and deliver
8 such other documents, certificates and instruments as may be necessary or desirable to carry out
9 the conveyance of property and the intent of this Ordinance.

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

Board Bill Number 82
As Amended in Committee
Exhibit A

EXHIBIT A

Contract for Sale of Real Estate

[See Attached]

**Board Bill Number 82
As Amended in Committee
Exhibit A**

**CONTRACT FOR SALE
OF REAL ESTATE**

This Contract (this “Contract”) is made and entered into this _____ day of _____, 2025 (the “Effective Date”) by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri 63103 (the “Seller”), and 900 N Tucker Building, LLC, a Missouri limited liability company, having a mailing address of 201 S Central #200, St. Louis, Missouri 63105 (the “Buyer”).

WITNESSETH:

A. Seller is the owner of two adjoining properties located at 1134 - 1138 Dr Martin Luther King Drive, in St. Louis City, Missouri, which is legally described on Exhibit A attached hereto and incorporated herein (hereinafter collectively referred to as the “Real Estate”).

B. Seller and Buyer desire to enter into this Contract for the purchase and sale of the Real Estate subject to the terms set forth herein.

The following terms, provisions, and conditions are further agreed to:

1. Sale of Real Estate: Purchase Price.

In consideration of the covenants and agreements of the respective parties, as hereinafter set forth, subject to the terms of this Contract, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the Real Estate. Seller shall convey title by Quit Claim Deed. The total purchase price of the Real Estate is Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00) (the “Purchase Price”), subject to the provisions contained herein. Within five (5) business days after the effective date of this Contract, Buyer shall deliver to Seller Five Thousand and No/100 Dollars (\$5,000.00) as earnest money deposit. The earnest money deposit will apply to the total purchase price at the Closing. Unless applied to the purchase price at closing or payable to Seller as liquidated damages for a Buyer default as provided herein, the earnest money deposit is refundable to Buyer if this Contract terminates. At Closing, Buyer shall deliver the remainder of the purchase price amount by certified or wire-transferred funds to Seller, as instructed by Seller at the time of Closing.

2. Contingencies.

A. Buyer represents that its performance hereunder and its satisfaction of the terms hereof is contingent only upon the specific terms of this Contract, itself, and that Buyer’s performance hereunder and purchase of the Real Estate shall not be conditioned upon satisfaction of financing, inspection, or other contingencies unless same are designated elsewhere in this Contract.

- B. Notwithstanding anything herein to the contrary, this Contract, and Buyer's obligation to close, are contingent on the following:
- i. Buyer, at Buyer's expense may during the period of time between the Effective Date and the date that is 180 days after the Effective Date (the "Diligence Period") to conduct such due diligence as Buyer deems appropriate concerning the Real Estate. Seller authorizes Buyer and Buyer's representative to conduct such inspections on the Real Estate that Buyer deems appropriate in order to complete its due diligence, including, but not limited to, reviewing title and obtaining surveys and environmental inspection (provided, however, Buyer shall not bore holes or disturb the surface of the Real Estate without the prior written consent of Seller which Seller agrees not to unreasonably withhold or condition). Buyer agrees to indemnify and hold Seller harmless against all expense and liability arising from any personal injury or property damage caused by Buyer's due diligence.
 - ii. Buyer's delivery to Seller of a notice to proceed to closing by the expiration of the Diligence Period (the "Closing Notice").
- C. Notwithstanding anything herein to the contrary, this Contract, and Seller's obligation to close, are contingent on the approval of the City of St. Louis Board of Aldermen a perfected and finally passed ordinance authorizing and directing the Mayor and Comptroller to execute this Contract or substantially similar terms of sale; and authorizing and directing the Mayor and Comptroller, upon receipt of, an in consideration of, the Purchase Price, and after satisfaction of all other terms and conditions set forth herein, to remise, release, and quit claim unto Buyer the Real Estate, subject to the reverter described in the Quit Claim Deed.

3. Conveyance of Title.

Conveyance shall be by Quit Claim Deed in form approved by the City of St Louis City Counselor's Office. The form of the Quit Claim Deed is attached to this Contract as Exhibit B.

4. Taxes / Liens / Judgements / Miscellaneous Claims.

Seller makes no warranty that there are no outstanding real estate taxes, liens, judgments, or violations levied against or pertaining to the Real Estate.

5. Seller's Representations.

Seller represents and warrants that those certain reversionary rights of Globe Building Company set forth in instrument recorded in Book 12012009, Page 0178 have expired and are no longer effective.

6. Personal Property; Condition of Real Estate.

It is expressly understood by the parties hereto that there is no personal property located on the Real Estate which is being conveyed to Buyer under this Contract. EXCEPT WITH RESPECT TO THOSE WARRANTIES EXPRESSLY MADE HEREIN, IF ANY, SELLER HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, WRITTEN OR ORAL, AS TO THE REAL ESTATE. SELLER HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY EXPRESS OR IMPLIED WARRANTY AS TO THE QUALITY OR CONDITION OF THE REAL ESTATE, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER. THE REAL ESTATE IS TO BE CONVEYED TO BUYER IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES TO BUYER AS TO WHETHER THERE ARE ANY HAZARDOUS MATERIALS OR SUBSTANCES LOCATED ON OR ABOUT THE REAL ESTATE OR WHETHER THE REAL ESTATE IS IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, AND BUYER ASSUMES ALL RESPONSIBILITY FOR THE SAME, INCLUDING ALL COSTS OF REMEDIATING OR REMOVING HAZARDOUS MATERIALS OR SUBSTANCES OR CAUSING THE REAL ESTATE TO COMPLY WITH APPLICABLE ENVIRONMENTAL LAWS. BUYER WAIVES AND HOLDS SELLER HARMLESS FROM ANY CLAIMS, JUDGMENTS, COSTS, ATTORNEYS' FEES, OR OTHER EXPENSES IN CONNECTION WITH ANY CLAIMS RELATING TO HAZARDOUS MATERIALS OR SUBSTANCES THAT MAY BE LOCATED ON THE REAL ESTATE. BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION OF SELLER, IMPLIED OR EXPRESS, WRITTEN OR ORAL AS TO THE CONDITION OR QUALITY OF THE REAL ESTATE AND BUYER AGREES TO PURCHASE THE REAL ESTATE IN ITS "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS. BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER IS, OR, PRIOR TO EXPIRATION OF THE DILIGENCE PERIOD, WILL BE, FAMILIAR WITH THE CONDITION OF THE REAL ESTATE AND THE CONDITION OF THE REAL ESTATE IS SATISFACTORY TO BUYER IN EVERY RESPECT.

7. Possession.

The Seller shall retain possession of the Real Estate until Closing. From and after Closing, the Buyer shall be entitled to possession.

8. Closing.

Delivery of the Quit Claim Deed conveying title shall be concurrent with the Buyer's payment of the purchase price set forth herein. The closing date ("Closing Date") for the foregoing sale shall be on the first business day that is thirty (30) days after the expiration of the earlier of (i)

the expiration of the Diligence Period or (ii) Seller's receipt of the Closing Notice, or on such other date as may be mutually agreed. The closing of the sale ("Closing") shall take place at the title company, such title company to be mutually agreed to between the parties, or at a location mutually agreed by the parties in writing. A party need not be present at Closing if such party has delivered all of the items it is required to deliver at Closing to said title company by the Closing Date with escrow instructions consistent with this Contract. Title will pass when sale is closed.

9. Broker.

The parties hereto hereby agree that Buyer and Seller shall not be liable for the payment of any fees incurred by the other for services to any broker, agent or other party.

10. Entire Agreement.

This instrument contains the entire agreement between Buyer and Seller and may not be changed or terminated orally. Stipulations and covenants herein are to apply to and bind the successors and assigns of the respective parties hereto and shall survive the Closing.

11. Time of Essence.

Time shall be of the essence in the performance of each and every obligation and undertaking by the parties in this Contract.

12. Missouri Law Governs.

This Contract shall be interpreted and governed in accordance with the laws of the State of Missouri. In the event of any proceedings regarding this Contract, Seller and Buyer agree that the venue shall be the Circuit Court of the City of St. Louis.

13. Cooperation; Additional Documents.

Buyer and Seller agree to cooperate and to sign any documents reasonably required to close this transaction, or to effect any related matters to the Real Estate, including without limitation, issuance of a title insurance policy to Buyer, boundary or resubdivision plats, street and alley vacation petitions and plats; provided, however, in no event shall Seller be liable for any costs relating to the same. Seller shall, during the Diligence Period, provide such documents or information as may be reasonably requested by Buyer to the extent Seller has such documents in its possession including, without limitation, any current tax bills for the Real Estate.

14. Default.

In the event of default hereunder by either party, either Buyer or Seller may seek any remedies available to them at law or in equity, including the right to seek specific performance, money damages, and other relief. Additionally, if the default is by Buyer, Seller may retain the earnest money deposit as liquidated damages and release Buyer from further liability hereunder.

(This portion of page intentionally left blank)

IN WITNESS WHEREOF, the Seller and Buyer have duly signed this Contract as of the Effective Date.

900 N Tucker Building, LLC

By: _____ Date: _____

Print Name: _____

Title: _____

City of St. Louis

By: _____ Date: _____

Donna M.C. Baringer, Comptroller

Approved as to form:

By: _____ Date: _____

Michael Garvin, interim City Counselor

Attest:

By: _____ Date: _____

Amber Simms, City Register

Exhibit A

Real Estate

PARCEL 1:

LOTS 2 AND 3 IN BLOCK 1 OF EDMOND T. CHRISTY'S ADDITION AND IN BLOCK 534 OF THE CITY OF ST. LOUIS, FRONTING 58 FEET ON THE SOUTH LINE OF DR. MARTIN LUTHER KING DRIVE, FORMERLY FRANKLIN AVENUE, BY A DEPTH SOUTHWARDLY BETWEEN PARALLEL LINES OF 71 FEET TO THE DIVIDING LINE OF SAID BLOCK, EXCEPTING THEREFROM THAT PART OF LOT 3 CONVEYED TO CITY OF ST. LOUIS BY INSTRUMENT RECORDED IN BOOK 149M PAGE 1854.

PARCEL 2:

ALL OF THAT SPACE ABOVE A HORIZONTAL PLANE AT AN ELEVATION OF 52 FEET SHOWN IN THE AREA OUTLINED IN RED ON THE SURVEY MADE BY CLAYTON SURVEYING AND ENGINEERING COMPANY DURING THE MONTH OF NOVEMBER, 1976, SAID PROPERTY BEING LOTS 4, 5, 6, 9, 10, 11, 12, 13, 14, AND A PORTION OF LOT 3 IN CITY BLOCK 534 OF THE CITY OF ST. LOUIS, INCLUDING VACATED GAY STREET VACATED BY ORDINANCE 37153; EXCEPT ALL THAT SPACE BELOW SAID HORIZONTAL PLANE.

PARCEL 3:

ALL OF BLOCK 534 OF THE CITY OF ST. LOUIS INCLUDING THE NORTH 1/2 OF FORMER GAY STREET, 40 FEET WIDE, AS VACATED UNDER THE PROVISIONS OF ORDINANCE NO. 37153 AND TOGETHER BOUNDED NORTH BY FRANKLIN AVENUE (NOW DR. MARTIN LUTHER KING DRIVE) EAST BY HADLEY STREET (FORMERLY KNOWN AS TWELFTH STREET) WEST BY TWELFTH BOULEVARD (FORMERLY KNOWN AS HIGH STREET) AS ESTABLISHED BY ORDINANCE NO. 38934, (NOW TUCKER BOULEVARD) AND SOUTH BY THE CENTER LINE OF VACATED GAY STREET; EXCEPTING THE VARIOUS PARTS OF THE ABOVE DESCRIBED PROPERTY CONVEYED BY THE DEEDS RECORDED IN BOOK 6352 PAGE 170, BOOK 149M PAGE 1851, BOOK 149M PAGE 1854 AND IN BOOK 150M PAGE 969.

PARCEL 3 IS ALSO DESCRIBED AS FOLLOWS:

ALL RIGHT, TITLE AND INTEREST INCLUDING SUBSURFACE RIGHTS AS TO THE FOLLOWING DESCRIBED PROPERTY: ALL OF BLOCK 534 OF THE CITY OF ST. LOUIS INCLUDING THE NORTH 1/2 OF FORMER GAY STREET, 40 FEET WIDE, AS VACATED UNDER THE PROVISIONS OF ORDINANCE NO. 37153 AND TOGETHER BOUNDED NORTH BY FRANKLIN AVENUE (NOW DR. MARTIN LUTHER KING DRIVE) EAST BY HADLEY STREET (FORMERLY KNOWN AS TWELFTH STREET) WEST BY TWELFTH BOULEVARD (FORMERLY KNOWN AS HIGH STREET) AS ESTABLISHED BY ORDINANCE NO. 38934, (NOW TUCKER BOULEVARD) AND SOUTH BY THE CENTER LINE OF VACATED GAY STREET; EXCEPTING HOWEVER, THAT PORTION OF CITY BLOCK 534, FRONTING 58 FEET ON THE SOUTH LINE OF FRANKLIN AVENUE (NOW

DR. MARTIN LUTHER KING DRIVE), BY A DEPTH SOUTHWARDLY BETWEEN PARALLEL LINES OF 71 FEET AND BOUNDED EAST BY HADLEY STREET, AND FURTHER EXCEPTING THEREFROM THE VARIOUS PARTS OF THE ABOVE DESCRIBED PROPERTY CONVEYED BY THE DEEDS RECORDED IN BOOK 6352 PAGE 170, BOOK 149M PAGE 1851, BOOK 149M PAGE 1854 AND IN BOOK 150M PAGE 969.

Exhibit B

Form of Quit Claim Deed

(Space Above Reserved For Recorder of Deeds)

QUIT CLAIM DEED

THIS QUIT CLAIM DEED (“Deed”), made and entered into this ____ day of _____, 2025, by and between the **City of St. Louis**, a municipal corporation of the State of Missouri, with a mailing address of 1200 Market Street, St. Louis, Missouri 63103 (**“Grantor”**), and **900 N Tucker Building, LLC**, a Missouri limited liability company, with a mailing address of 201 S Central #200, St. Louis, Missouri 63105 (**“Grantee”**).

WITNESSETH, that Grantor, for and in consideration of the sum of TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT-CLAIM** unto Grantee the real estate situated in the City of St. Louis and State of Missouri described on Exhibit A (collectively, the **“Property”**) attached hereto and by this reference made a part hereof as though set out in full herein.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges, and appurtenances thereto belonging, unto Grantee, and the successors and assigns of Grantee forever, so that neither Grantor, nor any other person or persons for Grantor or in Grantor’s name or behalf, will hereinafter claim or demand any right or title to the Property or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Quit Claim Deed the day and year first above written.

CITY OF ST. LOUIS
(Grantor)

900 N TUCKER BUILDING, LLC
(Grantee)

By: _____
Cara Spencer, Mayor

By: _____
Name:
Title:

By: _____
Donna M.C. Baringer, Comptroller

Approved as to Form:

By: _____
Michael Garvin, interim City Counselor

Attest:

By: _____
Amber Simms, City Register

[notary pages follow]

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

On this ____ day of _____, 2025, before me personally appeared Cara Spencer and Donna M.C. Baringer, to me personally known, who being by me duly sworn did say that they are Mayor and the Comptroller of the City of St. Louis, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of the City of St. Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My Commission Expires: _____ [SEAL]

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

On this ____ day of _____, 2025, before me personally appeared _____, _____ of 900 N Tucker Building, LLC, to me known to be the person described in, and who executed, the foregoing instrument, and acknowledged that they executed the same as _____ as their free act and deed as _____ of 900 N Tucker Building, LLC.

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

Notary Public

My Commission Expires: _____ [SEAL]

Exhibit A

PARCEL 1:

LOTS 2 AND 3 IN BLOCK 1 OF EDMOND T. CHRISTY'S ADDITION AND IN BLOCK 534 OF THE CITY OF ST. LOUIS, FRONTING 58 FEET ON THE SOUTH LINE OF DR. MARTIN LUTHER KING DRIVE, FORMERLY FRANKLIN AVENUE, BY A DEPTH SOUTHWARDLY BETWEEN PARALLEL LINES OF 71 FEET TO THE DIVIDING LINE OF SAID BLOCK, EXCEPTING THEREFROM THAT PART OF LOT 3 CONVEYED TO CITY OF ST. LOUIS BY INSTRUMENT RECORDED IN BOOK 149M PAGE 1854.

PARCEL 2:

ALL OF THAT SPACE ABOVE A HORIZONTAL PLANE AT AN ELEVATION OF 52 FEET SHOWN IN THE AREA OUTLINED IN RED ON THE SURVEY MADE BY CLAYTON SURVEYING AND ENGINEERING COMPANY DURING THE MONTH OF NOVEMBER, 1976, SAID PROPERTY BEING LOTS 4, 5, 6, 9, 10, 11, 12, 13, 14, AND A PORTION OF LOT 3 IN CITY BLOCK 534 OF THE CITY OF ST. LOUIS, INCLUDING VACATED GAY STREET VACATED BY ORDINANCE 37153; EXCEPT ALL THAT SPACE BELOW SAID HORIZONTAL PLANE.

PARCEL 3:

ALL OF BLOCK 534 OF THE CITY OF ST. LOUIS INCLUDING THE NORTH 1/2 OF FORMER GAY STREET, 40 FEET WIDE, AS VACATED UNDER THE PROVISIONS OF ORDINANCE NO. 37153 AND TOGETHER BOUNDED NORTH BY FRANKLIN AVENUE (NOW DR. MARTIN LUTHER KING DRIVE) EAST BY HADLEY STREET (FORMERLY KNOWN AS TWELFTH STREET) WEST BY TWELFTH BOULEVARD (FORMERLY KNOWN AS HIGH STREET) AS ESTABLISHED BY ORDINANCE NO. 38934, (NOW TUCKER BOULEVARD) AND SOUTH BY THE CENTER LINE OF VACATED GAY STREET; EXCEPTING THE VARIOUS PARTS OF THE ABOVE DESCRIBED PROPERTY CONVEYED BY THE DEEDS RECORDED IN BOOK 6352 PAGE 170, BOOK 149M PAGE 1851, BOOK 149M PAGE 1854 AND IN BOOK 150M PAGE 969.

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FURTHER EXCEPTING THEREFROM THE VARIOUS PARTS OF THE ABOVE DESCRIBED PROPERTY CONVEYED BY THE DEEDS RECORDED IN BOOK 6352 PAGE 170, BOOK 149M PAGE 1851, BOOK 149M PAGE 1854 AND IN BOOK 150M PAGE 969.

APPRAISAL REPORT

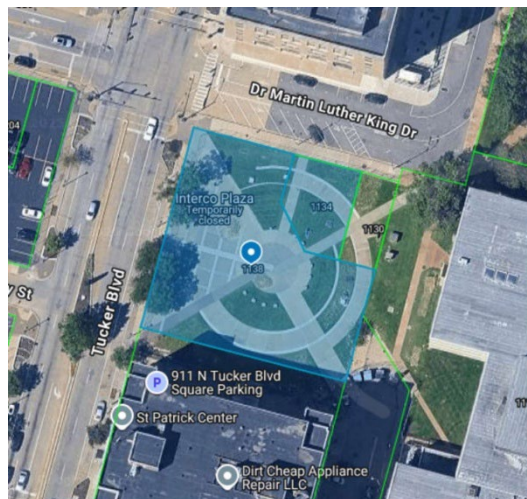
TUCKER LAND

1134 Dr Martin Luther King Dr
St. Louis, Missouri 63101

VALUATION DATES

As-Is Market Value: September 4, 2025

Date of Report: September 23, 2025



PREPARED BY

Michael Jersa
Susan Meldrum
Lauer, Jersa & Associates
100 Chesterfield Business Parkway, Suite 200
St. Louis, MO 63005
File No: LJA2025036

PREPARED FOR

John Berglund
900 N Tucker Building, LLC
P.O. Box 16220,
Clayton, MO 63105



September 23, 2025

John Berglund

900 N Tucker Building, LLC
P.O. Box 16220
Clayton, MO 63105

RE: Appraisal Report
Tucker Land
1134 Dr Martin Luther King Dr, St. Louis, Missouri 63101
Lauer, Jersa & Associates File No: LJA2025036

Mr. Berglund:

Lauer, Jersa & Associates is proud to present the appraisal that satisfies the agreed upon scope of work with 900 N Tucker Building, LLC.

The subject property, located at 1134 Dr Martin Luther King Dr, St. Louis, MO, is two neighboring parcels of vacant commercial land currently utilized as a park located in the downtown submarket.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Estate). The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION				
VALUATION SCENARIO	INTEREST APPRAISED	EXPOSURE TIME	EFFECTIVE DATE	VALUE
As-Is Market Value	Fee Simple Estate	12 Months	September 4, 2025	\$275,000

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

EXTRAORDINARY ASSUMPTIONS

The use of an extraordinary assumption(s) may have impacted the results of the assignment. We informed by the client that the site is located over a 1930's era train tunnel that was filled with geofoam instead of soil. The use of the foam limits what can be built on the site to parking lots, roads, sidewalks and smaller commercial buildings that are specially engineered for the site. While a multiple news stories were found detailing foam work at the base of the Post Dispatch building and Google earth images from the time period show work on the subject site, no specific engineering documents were available. However unlikely, if the site is not impacted by the use of the foam, a change in value is possible.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

If there are any specific questions or concerns regarding the attached appraisal report, or if Lauer, Jersa & Associates can be of additional assistance, please contact the individuals listed below.

Respectfully Submitted,

LAUER, JERSA & ASSOCIATES



Michael Jersa
Principal
Certified General Real Estate Appraiser
Missouri License No. 2016042302
Expiration Date 6/30/2026
314-531-4000 Ext 105
mjersa@lauerjersa.com



Susan Meldrum
Senior Appraiser
Certified General Real Estate Appraiser
Missouri License No. 2013012875
Expiration Date 6/30/2026
smeldrum@lauerjersa.com

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EXECUTIVE SUMMARY

PROPERTY IDENTIFICATION

Property	Land - Commercial Land
Address	1134 Dr Martin Luther King Dr
City, State Zip	St. Louis, Missouri 63101
County	St. Louis County
MSA	St. Louis, MO-IL MSA
Market / Submarket	CBD/St. Louis City
Geocode	38.63398,-90.195311
Census Tract	29-510-125600

SITE DESCRIPTION

Number of Parcels	2	
Assessor Parcel Numbers	0534-00-0010-0 and 0534-00-0015-0	
Land Area	Square Feet	Acres
Usable	25,135	0.58
Total	25,135	0.58
Zoning	I- Central Business District (I)	
Shape	Irregular	
Topography	Level at street grade	
Flood Zone	Zone X (Unshaded)	
Seismic Zone	Low Risk	

QUALITATIVE ANALYSIS

Site Quality	Average
Site Access	Good
Site Exposure	Average
Site Utility	Fair
Building Quality	Average
Building Condition	Average
Building Appeal	Average

HIGHEST & BEST USE

Proposed Construction	No
As Vacant	Any use allowed under zoning ordinance
As Improved	Not Applicable

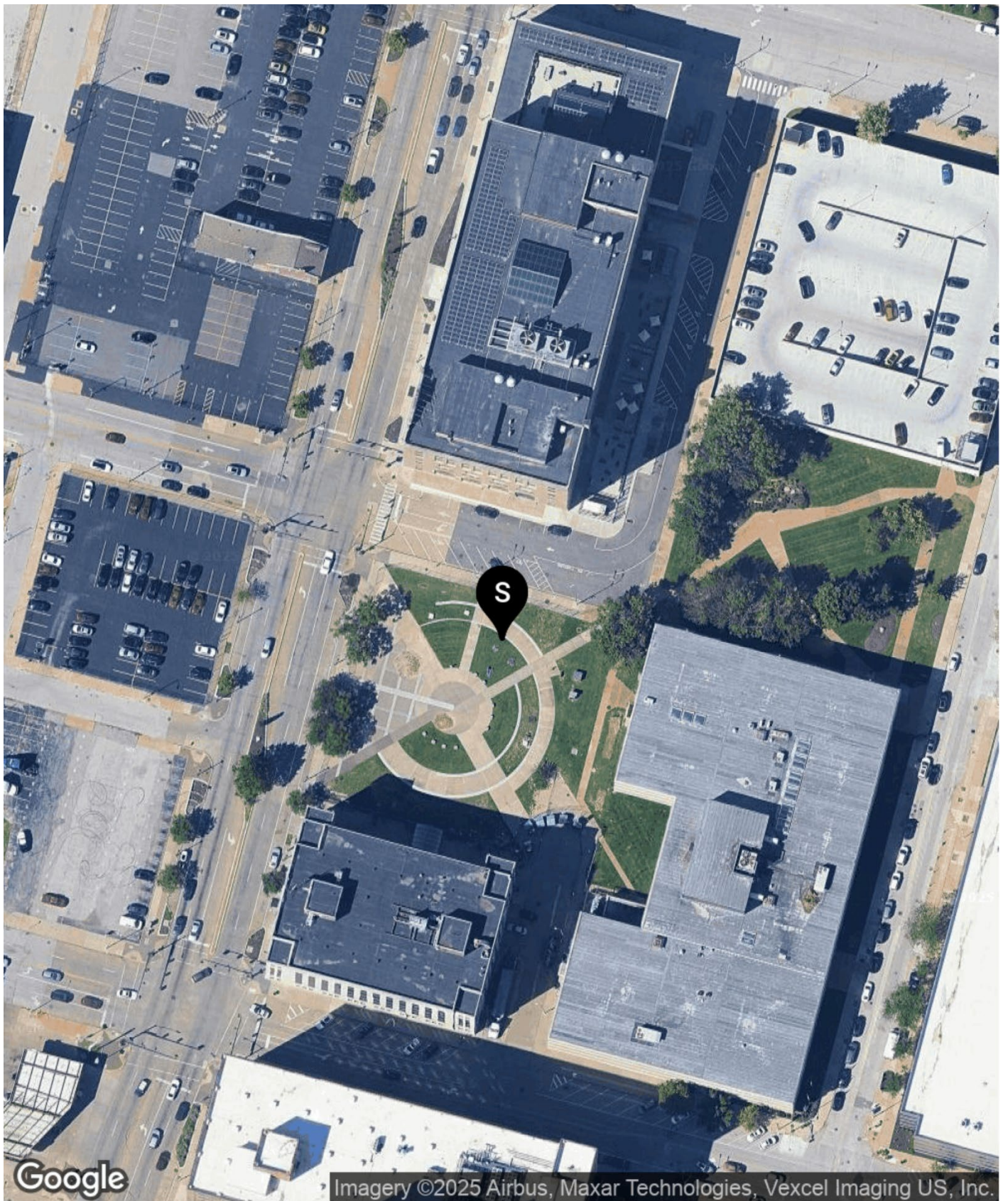
EXPOSURE & MARKETING TIME

Exposure Time	12 Months
Marketing Time	12 Months

VALUE CONCLUSION

VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple Estate
Exposure Time	12 Months
Effective Date	September 4, 2025
Site Value	\$275,000
Cost Approach	Not Presented
Sales Comparison Approach	\$275,000
Income Capitalization Approach	Not Presented
FINAL VALUE CONCLUSION	\$275,000

AERIAL PHOTOGRAPH



IDENTIFICATION OF ASSIGNMENT



View of subject site



View of subject site



View of subject site



View of subject site



View of Dr Martin Luther King Drive facing west



View of Dr Martin Luther King Drive facing west



View of Tucker Blvd facing south



View of Tucker Blvd facing north

PROPERTY IDENTIFICATION

The subject property, located at 1134 Dr Martin Luther King Dr, St. Louis, MO, is two neighboring parcels of vacant commercial land currently utilized as a park located in the downtown submarket.

The assessor parcel numbers are: 0534-00-0010-0 and 0534-00-0015-0.

LEGAL DESCRIPTION

CB 534 DR MARTIN LUTHER KING DR 0.542 ACS CHRISTY ADDN BLOCK 1 LOTS 4 THRU 6 & 9 THRU 14 & S-3 & 1/2 VAC STREET; CB 534 DR M L KING DR 0.035 ACS CHRISTY ADDN BLOCK 1 LOT 2 N-3

CLIENT IDENTIFICATION

The client of this specific assignment is 900 N Tucker Building, LLC.

INTENDED USE & INTENDED USERS

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset. 900 N Tucker Building, LLC is the only intended user of this report.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Estate).

PERSONAL PROPERTY & BUSINESS INTANGIBLE

There is no personal property (FF&E) included in this valuation.

PROPERTY AND SALES HISTORY**Current Owner**

The subject property is currently under the ownership of The City of St. Louis, according to the St. Louis City records.

Three-Year Sales History

According to county records there has been no transfer of ownership for the subject property in the past three years and there is no known pending sale or listing of the subject.

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent.

Exposure Time Conclusion

The subject is a land (commercial land) use totaling 0 SF (NRA) on 0.5770-acres (25,135 SF) located at 1134 Dr Martin Luther King Dr in St. Louis, St. Louis County, Missouri. Considering these factors, a reasonable estimate of exposure time for the subject As-Is Market Value (Fee Simple Estate) is 12 months.

Marketing Time Conclusion

A marketing time estimate is a forecast of a future occurrence. History should be considered as a guide, but anticipation of future events & market circumstances should be the prime determinant. Overall market conditions are expected to remain stable, so a marketing time of 12 months is predicted for the subject.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple estate interest.

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.²

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.³

VALUE SCENARIOS**As-Is Market Value**

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.⁴

¹ Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

² The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

³ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

⁴ The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

SCOPE OF WORK

The scope of work for this appraisal assignment is outlined below:

- ▶ The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- ▶ The appraisal analyzes legal and physical features of the subject including site size, improvement size, flood zone, seismic zone, site zoning, easements, encumbrances, site access and site exposure.
- ▶ The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site.
- ▶ In selecting applicable approaches to value, the appraisers considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate).
- ▶ The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a fully described level of analysis.
- ▶ The authors of this report are aware of the Competency Rule of USPAP and meet the standards.

ASSISTANCE PROVIDED

No one provided real property appraisal assistance to the individuals signing this report.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

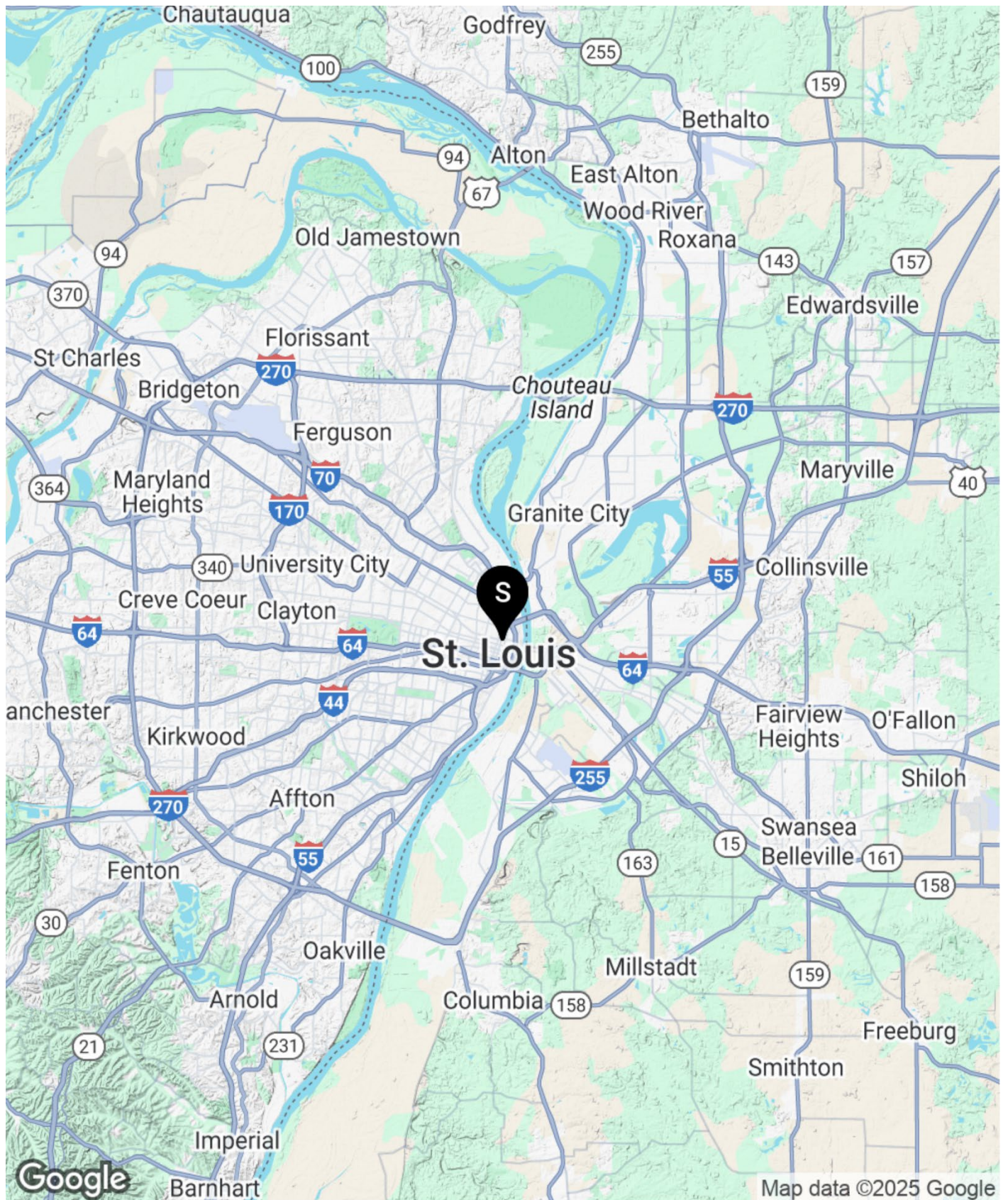
INFORMATION PROVIDED	
Property Assessment & Tax	St. Louis City Assessor
Zoning & Land Use Planning	City of St. Louis Zoning
Site Size	St. Louis City Assessor
Building Size	St. Louis City Assessor
Supply & Demand	CoStar
Flood Map	FEMA
Demographics	STDB On-Line
Comparable Information	MLS Public Records Confirmed by Local Agents
Legal Description	Not Provided

The lack of the unavailable items could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, significant items of deferred maintenance, or be impacted by adverse environmental conditions.

SUBJECT PROPERTY INSPECTION

PROPERTY INSPECTION				
APPRAISER	INSPECTED	EXTENT	DATE	ROLE
Michael Jersa	No	N/A	September 4, 2025	Primary Appraiser
Susan Meldrum	Yes	Site	September 4, 2025	Appraiser

REGIONAL AREA MAP

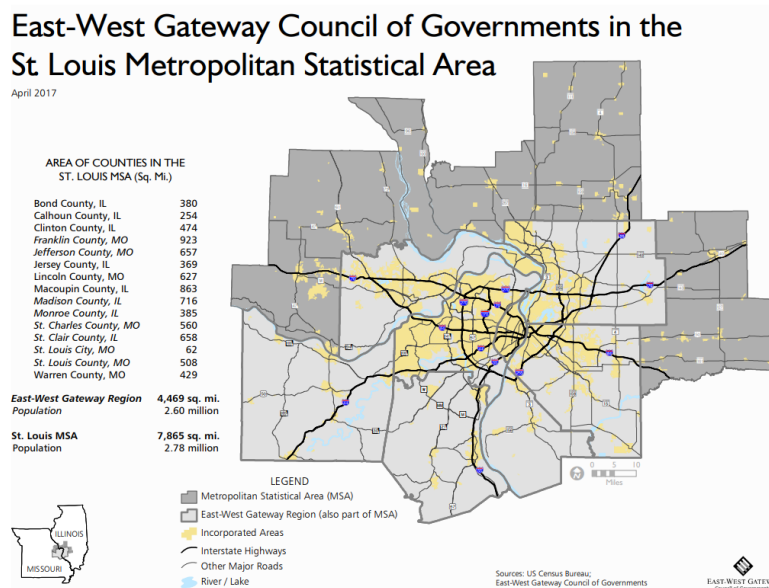


INTRODUCTION

In order to understand the subject's position in the area or region, we have undertaken a brief analysis in order to determine how trends—both historical and projected—in population, employment, personal income, consumer spending, and housing impact supply and demand and influence the subject's area directly and indirectly. This analysis first begins on a broader spectrum, and without respect to the subject itself, and is highlighted in the Regional Area Analysis. Secondly, we undertake a more narrowly focused study of the aforementioned attributes as they relate directly to the subject and the subject's neighborhood. This discussion is presented in the forthcoming Local Area Analysis.

Location

The St. Louis Metropolitan Statistical Area (MSA) is located in the central portion of the United States within 120 miles of the country's population center and is situated just south of the confluence of the Missouri and Mississippi Rivers. Following the 2000 Census, the area was expanded by the addition of four counties to cover 8,649 square miles in sixteen counties in two states including the City of St. Louis, the Missouri counties of Franklin, Jefferson, Lincoln, St. Charles, St. Louis, Warren, and Washington, and the Illinois counties of Bond, Calhoun, Clinton, Jersey, Macoupin, Madison, Monroe, and St. Clair. As a result of the 2010 Census, Washington County in Missouri was dropped from the St. Louis MSA as of February 2013. Thus, the MSA now includes fifteen counties in two states and covers an area of 7,889 square miles. At the heart of the MSA is the "Gateway Region", comprised of the City of St. Louis, and the Missouri counties of St. Louis, St. Charles, Jefferson and Franklin, and the Illinois counties of Madison, St. Clair, and Monroe. Together, these major jurisdictions hold approximately 90 percent of the population and employment base of the larger MSA. According to the 2020 Census, Missouri population has remained stable while the Illinois population has declined slightly.



Physical Forces

The northern portion of the St. Louis region is situated on a glacial till plain that exhibits a gently rolling topography with few serious physical limitations for urban use. The southern portion, located on the Ozark fringe, has a more varied topography. Many areas in extreme south St. Louis County and Jefferson County have steep ridges that severely limit urban development. The natural barriers formed by the rivers have also affected the development of the region. Although an adequate bridge system connects St. Louis City with

Illinois and St. Louis County with St. Charles County the rivers act as natural barriers with St. Louis City and County being the core area. The demand for commercial and industrial land in St. Louis County is positively affected by these barriers.

The region possesses abundant natural resources such as productive agricultural land, water, and minerals which are mainly beneficial to its economy. The rivers provide drinking water, transportation, and recreational activities although periodic flooding has caused problems for the region. St. Louis is also adjacent to the productive agricultural regions of southern and central Illinois and northern Missouri.

The central location of the region and a good system of highways, trucking and rail facilities, airports, and waterways have combined to make it a leading transportation center. Shipping costs are among the lowest of any region nationwide, making St. Louis ideal for companies focused on logistics, transportation, and distribution, or heavily reliant on those components.

St. Louis lies at the confluence of three major rivers, the Mississippi, Missouri, and Illinois, with 14 active ports and more than 100 docking facilities extending 70 miles along the Illinois and Missouri banks. St. Louis is the second largest inland port by tonnage in the United States and handles more than 24 million tons of goods and materials annually, including petroleum, chemicals, grain and other cargo. It is the northernmost ice-free port on the Mississippi, Illinois, and Missouri River system, and the southernmost point with lock-free access to New Orleans and international waterways.

St. Louis has a well-established rail system with six major railroads and is ranked third largest in the country in terms of jobs and third largest in rail lines. St. Louis has state-of-art intermodal facilities providing many advantages to the freight transportation business, including reductions in cargo handling, improved security, reduced damages and loss, and allowing freight to be transported faster. In addition to the commercial rail system, Amtrak provides public rail transportation to most major cities in the United States.

St. Louis Lambert International Airport is located 10 miles from downtown and is the region's major airport. It is a national hub with two terminals, five concourses and serves nine mainline passenger airlines, three all-cargo airlines and a few charter carriers. Southwest Airlines has focused on St. Louis as a growth market and with increased service now has the largest carrier presence in the airport. As of October 2019, St. Louis Lambert International Airport recorded 49 months of passenger increase growth for a 2.3% increase. Cargo activity saw an increase of 9.2% in 2019 over 2018. That growth is attributed to a daily Amazon flight which was recently increased to two flights per day from the airport. For 2020, cargo, freight and mail increased over 16% while during the pandemic passenger traffic was off 60% from 2019. However, Lambert International is scheduled to undergo a construction process that will create a single terminal design with 62 gates.

MidAmerica Airport serves as the St. Louis Region's second full service commercial airport and as a reliever to Lambert-St. Louis International Airport. Located 24 miles from downtown St. Louis in Mascoutah, Illinois, just north of Scott Air Force Base, it is a joint civilian-military use airport and provides state-of-the-art facilities for passengers, traffic, and cargo, including an adjacent 800-acre industrial park. It has a 10,000 foot and an 8,000-foot runway and serves cargo, commercial, and military flights. Much of the area surrounding the airport is an Illinois Tax Increment Financing (TIF) District designed to help appropriate new businesses locate nearby and the airport is part of a Foreign Trade Zone. The region is also served by eleven public-use general aviation airports, four of which have jet traffic capability. Spirit of St. Louis Airport in Chesterfield Valley has been St. Louis' premier general aviation airport since 1964 and it has been the second busiest airport in the FAA Central Region (Missouri, Arkansas, Iowa and Kansas). Spirit is a prime reliever for Lambert Airport and works in conjunction with them to avoid flight delays. Although Spirit Airport is owned and operated by the St. Louis County Government, funding for Spirit comes from the airport's users, not general revenue tax dollars.

The region's central location has also helped to establish it as a major trucking area. The region is served by four interstate highways (I-70, I-44, I-55, and I-64), as well as four interstate linkage highways (I-270, I-255, I-170, and I-370). This highway system along with 1,200 miles of arterial roads and the recent improvements in bridges across both the Missouri and Mississippi Rivers also provides for relatively fast commuting times to all parts of the metropolitan area. The new Stan Musial Veterans Memorial Bridge opened to traffic in February 2014 and is the first bridge to be built connecting downtown St. Louis and southwestern Illinois in more than 40 years. Previously, the only urban interstate bridge between Illinois and Missouri was the Poplar Street Bridge, which is one of two bridges in the United States that carry three interstates.

Metro (formerly known as the Bi-State Development Agency) owns and operates the region's public transportation system. The Metro System includes MetroLink, the region's light rail system and MetroBus, the region's bus system. The light rail system connects Lambert Airport, downtown St. Louis, and Illinois, with expanded service to MidAmerica Airport, Clayton, and Shrewsbury. MetroBus, with a fleet of 413 and 75 fixed routes, provides bus service to a large part of the region.

Governmental Forces

As previously mentioned, the St. Louis Metropolitan Statistical Area encompasses fifteen counties in two states, including the City of St. Louis. Within this region there are numerous individual municipalities with varied government types and zoning requirements. The region's governmental structure reportedly ranks second in the nation in terms of fragmentation. The fragmented nature of the region's political structure does not allow efforts to encourage growth and development to be of a concerted nature. Despite the fragmented political nature of the region, regulatory procedures and services, including zoning regulations, and fire and police protection, are generally fashioned after those of the central governing body of St. Louis County. A relatively low rate of business taxation relative to the government services provided is an asset to the region.

Economic Forces

The economy of the St. Louis region reflects the current and possibly the future supply/demand conditions for all forms of real estate. The St. Louis Metropolitan Statistical Area has a diversified economic base with trade, transportation, utilities, and education and health services accounting for the largest portions of the 1.4-million-person labor force. Non-farm employment in the St. Louis MSA by industry classification is shown in the following table. As of May 2025, the non-farm workforce decreased 0.5% over the course of the previous 12 months. The largest decreases were seen in the hospitality and information sectors.

St. Louis area employment (number in thousands)	May 2025	Change from May 2024 to May 2025	
		Number	Percent
Total nonfarm	1,437.5	-7.4	-0.5
Mining, logging, and construction	82.6	3.5	4.4
Manufacturing	116.5	-1.0	-0.9
Trade, transportation, and utilities	258.5	-4.0	-1.5
Information	27.0	-1.6	-5.6
Financial activities	95.7	1.2	1.3
Professional and business services	214.1	-2.4	-1.1
Education and health services	281.7	4.1	1.5
Leisure and hospitality	147.9	-7.8	-5.0
Other services	51.4	0.0	0.0
Government	162.1	0.6	0.4

According to the St. Louis Regional Chamber, four key industry clusters are Trade and Transportation, Professional Services, Health Science and Services, Bioscience, and Advanced Manufacturing which will drive Greater St. Louis' job creation in the coming years. The single biggest driver of the regional economy, and to an extent beyond most other major metropolitan areas, is Health Sciences.

St. Louis is also emerging as one of the nation's leading financial service centers and is reportedly the third most concentrated market for investment advisors, just behind New York and Boston. Capitalizing on a base of major investment firms headquartered in St. Louis and the increasing integration of information technology and financial services, the region's financial services sector has received national attention for its growth.

The region is also gaining recognition as a high technology center. Recent reports indicate the region is home to more than 1,000 high tech companies employing over 100,000 workers including scientists and engineers in a variety of fields. With its world-renowned scientists, research institutions and bioscience companies, St. Louis is a center of innovation, producing cutting-edge research in the medical and plant sciences. The region has numerous business incubators where new firms can find inexpensive office or lab space, advice, and nurturing. St. Louis is not known as a startup hub, but it has a lot of fast-growing companies in the technology consulting, finance, and SaaS (software as a service) spaces. Accenture Federal Services (AFS), a technology solutions company, recently announced a new St. Louis location, bringing 1,400 tech jobs to the region over the next five years.

St. Louis is a hub for information technology professionals and advanced manufacturing businesses, such as aerospace and automobile production. The Multimodal Logistics Industry cluster is an integral part of the region's economy, supporting the manufacturing base as well as distribution sectors with inbound and outbound shipments around the country and the globe. This cluster's assets include the region's geographic location, infrastructure, workforce, and existing businesses.

Major employers in the region based on the number of local full-time and part-time employees are listed in the following table.

St. Louis Metropolitan Area - Largest Employers by # of Employees - As of March 2024		
BJC Healthcare	Healthcare	33,797
Washington University	Education	21,278
Walmart Inc.	Retail	17,000
Boeing Defense, Space & Security	Manufacturing	16,681
SSM Health	Healthcare	15,631
Mercy	Healthcare	15,342
Scott Air Force Base	U.S. Military	13,100
Schnuck Markets Inc.	Food	8,496
McDonald's Corp	Food	8,415
Archdiocese of St. Louis	Religious Services	7,000
City of St. Louis	Government	6,617
Charter Communications	Communications	6,230
Special School District of St. Louis	Education	5,903
Edward D. Jones & Co LP	Financial	5,446

Source: St. Louis Business Journal

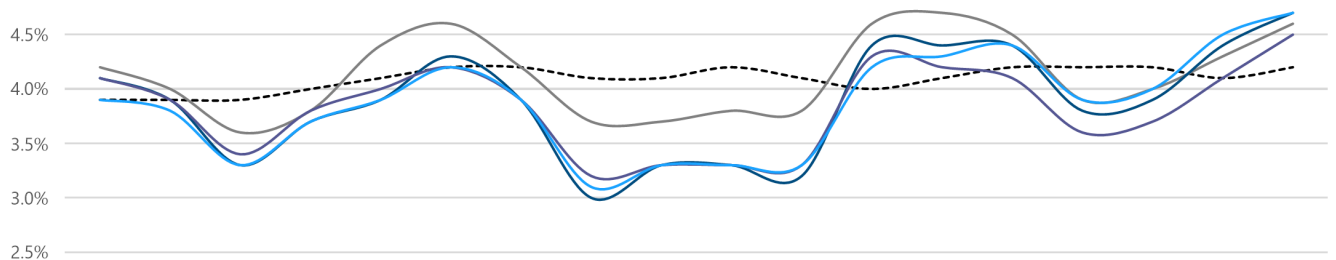
Forbes 2024 list of "America's Largest Private Companies" identifies ten that are based in the St. Louis region including Enterprise Mobility, World Wide Technology, Edward Jones, Graybar Electric, Clayco Construction, McCarthy Holdings, Apex Oil, Schnucks Markets, Alberici Corp, and Arco Construction.

As of 2020, St. Louis serves as national headquarters for seventeen Fortune 1000 companies, seven of which are in the Fortune 500. These seven include Centene, Emerson Electric, Reinsurance Group of America, Edward Jones, Graybar Electric, Core & Main, and Post Holdings.

Unemployment

The following graphs charts the trailing 18 months and trailing 10 years unemployment rate for the United States, Midwest Region, Missouri, St. Louis, MO-IL MSA, and St. Louis County.

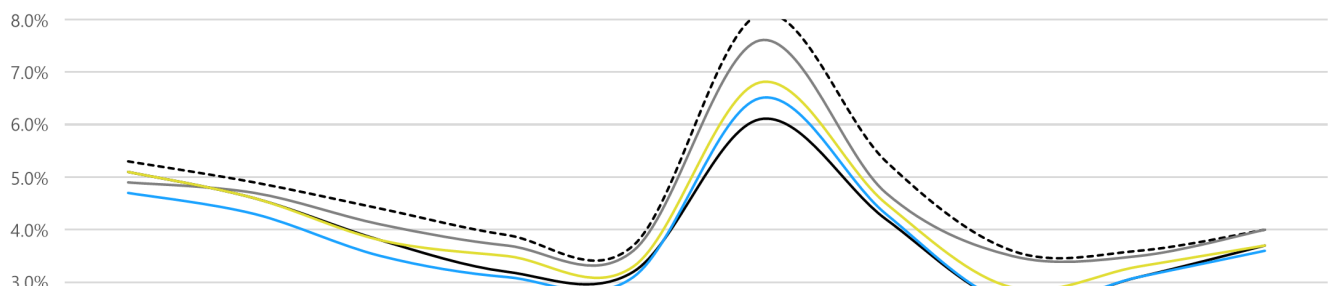
MONTHLY UNEMPLOYMENT RATE (18 MONTHS)



Source: U.S. Bureau of Labor Statistics

	Feb	Mar	Apr	May	Jun	2024 Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	2025 Jul
-----Nation	3.9%	3.9%	3.9%	4.0%	4.1%	4.2%	4.2%	4.1%	4.1%	4.2%	4.1%	4.0%	4.1%	4.2%	4.2%	4.2%	4.1%	4.2%
-----Region	4.2%	4.0%	3.6%	3.8%	4.4%	4.6%	4.2%	3.7%	3.7%	3.8%	3.8%	4.6%	4.7%	4.5%	3.9%	4.0%	4.3%	4.6%
-----State	4.1%	3.9%	3.3%	3.7%	3.9%	4.3%	3.9%	3.0%	3.3%	3.3%	3.2%	4.4%	4.4%	4.4%	3.8%	3.9%	4.4%	4.7%
-----Area	4.1%	3.9%	3.4%	3.8%	4.0%	4.2%	3.9%	3.2%	3.3%	3.3%	3.3%	4.3%	4.2%	4.1%	3.6%	3.7%	4.1%	4.5%
-----County	3.9%	3.8%	3.3%	3.7%	3.9%	4.2%	3.9%	3.1%	3.3%	3.3%	3.3%	4.2%	4.3%	4.4%	3.9%	4.0%	4.5%	4.7%

ANNUAL UNEMPLOYMENT RATE (10 YEARS)

Source: U.S. Bureau of Labor Statistics www.bls.gov

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
-----Nation	5.3%	4.9%	4.4%	3.9%	3.7%	8.1%	5.3%	3.6%	3.6%	4.0%
-----Region	4.9%	4.7%	4.1%	3.7%	3.6%	7.6%	4.7%	3.5%	3.5%	4.0%
-----State	5.1%	4.6%	3.8%	3.2%	3.2%	6.1%	4.2%	2.6%	3.1%	3.7%
-----Area	5.1%	4.6%	3.8%	3.5%	3.3%	6.8%	4.5%	2.9%	3.3%	3.7%
-----County	4.7%	4.3%	3.5%	3.1%	3.1%	6.5%	4.3%	2.6%	3.1%	3.6%

Employment

The following chart shows the trailing 10 years employment for the state of Missouri, St. Louis, MO-IL MSA, and St. Louis County.

STATE & REGIONAL EMPLOYMENT						
YEAR	STATE	% CHG.	AREA	% CHG.	COUNTY	% CHG.
2015	2,895,538	1.8%	1,384,106	1.9%	504,308	1.7%
2016	2,927,598	1.1%	1,403,867	1.4%	500,353	(0.8%)
2017	2,934,928	0.2%	1,403,231	(0.0%)	498,901	(0.3%)
2018	2,944,226	0.3%	1,408,321	0.4%	500,279	0.3%
2019	2,969,069	0.8%	1,423,983	1.1%	505,964	1.1%
2020	2,840,459	(4.5%)	1,342,431	(6.1%)	477,720	(5.9%)
2021	2,905,732	2.2%	1,379,455	2.7%	488,746	2.3%
2022	2,962,942	1.9%	1,405,625	1.9%	498,101	1.9%
2023	2,999,067	1.2%	1,423,194	1.2%	502,910	1.0%
2024	3,016,886	0.6%	1,431,136	0.6%	505,011	0.4%
CAGR	0.5%	-	0.4%	-	0.0%	-

Source: U.S. Bureau of Labor Statistics www.bls.gov

Office Market

The overall weighted average asking rental rate for office space recorded a \$0.12 decrease closing Q2 2025 at \$22.69. Vacancies were stable through the first half of 2025. Class A vacancy recorded its decrease since the start of 2023 closing Q2 2025 at 18.5%. Hybrid or remote work continue to impact the market, but return-to-office initiatives are expected to increase.

Industrial Market

Since bottoming out in 2011, the industrial real estate market in the St. Louis region consistently improved. The St. Louis industrial market ended 2019 with a vacancy rate of 5.1% according to CoStar down from 5.3% in 2018. As of Year End 2022, the overall industrial vacancy rate stood at 3.8%. Closing Q2 2025, the St. Louis industrial sector remained steady at 2.8% vacancy. Decreasing vacancy rates have started to put upward pressure on asking rental rates, and as large contiguous spaces become increasingly hard to find, rates are expected to continue to rise. A total of 14 properties were completed with over 4.4 million square feet of space, the highest amount since 2017. The North County submarket recorded the highest positive net absorption followed by Fenton and then St. Charles during the third quarter of 2020. The St. Louis industrial market asking rent closed Q2 2025 at \$5.82 which marks a \$0.50 increase over last year.

At the end of Q2 2025, an additional 2.5 msf of new industrial product under construction, which is largely being driven by an increase in built-to-suit development.

Retail Market

The St. Louis retail market saw steady improvement over the course of 2013 and 2014 in line with improvements in the overall economy with vacancy rates trending steadily downward. 2019 marked the second time that retail vacancy fell below 6.5% to average 6.4% for the year. The average quoted rental rates in the St. Louis retail market did improve over 2019, ending the fourth quarter 2019 at \$13.28 per square foot. By the third quarter 2020, vacancy rose to 7.1% with average asking rents \$13.27 per square foot. The overall St. Louis retail market slightly tightened year over year in the third quarter of 2022 with vacancy at 5.1%. The average 2022 quoted rental rate is \$14.18 per square foot. By Q1 2025, vacancy was back at 5.1%. Strong demand has led to the market sustaining overall vacancy rates at or below 5.5% over the last six quarters.

The Metro East submarket contains the largest retail inventory in the market. The Downtown submarket (Midtown) contains the Cortex Innovation Community, a tech employment hub, which has inspired more development in that area such as the City Foundry. The City Foundry, in St. Louis City, which was completed

in 2021 and contains 300,000 sf of retail as St. Louis's largest food hall. Alamo Drafthouse announced it will open in November at City Foundry STL. A slowdown in new retail development has been a key contributor to the market's strong performance, as St. Louis had just 3,600 sf of retail space under construction at the close of Q1. This lack of new supply is expected to keep supply levels tight throughout 2025.

Meanwhile, retail rents have fallen on a quarter-by-quarter basis, dropping by -\$0.74, to \$13.96.

Multi-Family Market

The outlook for the St. Louis multifamily market remains steady. The St. Louis multifamily sector recorded its 11th straight quarter of positive demand in Q1, closing the quarter with 302 units of positive absorption. The market closed Q1 with an overall vacancy rate of 10.1%, which marks a decrease since last year. New multifamily inventory continues to be a key driver of supply levels throughout the region as St. Louis has delivered over 2,500 units annually in each of the last three years. Since Q1 2022, St. Louis delivered just over 10,600 new units, resulting in an 8.6% increase in overall inventory. This influx of new supply has elevated overall vacancy rates from a record-low of 6.3% in Q3 2021 to 10.1% in Q1 2025.

The St. Louis multi-family development pipeline has tapered to just over 1,550 units under construction as of Q1 2025. This marks a 36.5% decline since last year, and the lowest amount of active construction in the market since Q4 2014. This slowdown is expected to keep supply levels stable over the near term, as the market continues to absorb newly delivered units. St. Louis' construction activity is spread across seven of the 17 multifamily submarkets, with the largest amount of development concentrated in the Metro East (376 units) and St. Charles County (366 units). The remaining units under construction are located in University City (259 units), Ballwin (226 units), Olivette (205 units), South St. Louis City (65 units) and Kirkwood South (60 units).

Social Forces

The St. Louis Metropolitan Statistical Area (MSA) is currently ranked the 21st largest in population of U.S. major metropolitan areas as of 2020 data, falling out of the top 20 largest MSAs in the United States for the first time since 1840. As of the 2010 Census, the population of the region stood at over 2.8 million. The table that follows reveals general population characteristics of the region. The region was expanded in 2003 with the addition of the Illinois counties of Bond, Calhoun, and Macoupin, and Washington County in Missouri. However, based on the results of the 2010 Census, Washington County was dropped from the MSA in 2013.

REGIONAL POPULATION TRENDS 2000 TO 2023

	<u>2000</u>	<u>2010</u>	<u>2023</u>	<u>2000-2010</u> <u>% Change</u>	<u>2010-2023</u> <u>% Change</u>
St. Louis MSA	2,698,687	2,812,896	2,820,253	4.31%	0.2%
St. Louis City, MO	348,189	319,294	281,754	-8.30%	-13.32%
St. Louis County, MO	1,016,315	998,954	987,059	-1.71%	-1.20%
Jefferson County, MO	198,099	218,733	231,230	10.42%	5.4%
Franklin County, MO	93,807	101,492	106,404	8.19%	4.6%
St. Charles County, MO	283,883	360,485	416,659	26.98%	13.48%
Lincoln County, MO	38,944	52,566	64,699	34.98%	18.75%
Warren County, MO	24,525	32,513	37,806	32.57%	14%
Bond County, IL	17,633	17,768	16,450	0.77%	-8%
Calhoun County, IL	5,084	5,089	4,317	0.10%	-17.88%

Clinton County, IL	35,535	37,762	36,785	6.27%	-2.18%
Jersey County, IL	21,668	22,985	21,091	6.08%	-8.98%
Macoupin County, IL	49,019	47,765	44,018	-2.56%	-8.51%
Madison County, IL	258,941	269,282	262,752	3.99%	-2.48%
Monroe County, IL	27,619	32,957	34,957	19.33%	5.72%
St. Clair County, IL	256,082	270,056	251,018	5.46%	-7.58%

The population of the region has remained fairly stable, growing at the rate of only about 0.4% per year between 2000 and 2010. However, there has been considerable migration to the outlying areas of the region. The suburbs have received, in addition to new economic growth and business, a significant portion of the shifting population. Lincoln, St. Charles, and Warren Counties in Missouri and Monroe County in Illinois are the fastest growing. The heaviest population losses have been seen in St. Louis City and in most of the Illinois counties in the MSA. Within St. Louis County, the suburbs of north county have accounted for most of the loss since 2000.

St. Louis compares favorably with other major metropolitan areas as being a good place to work and live due to the area's reasonable housing costs and relatively short commutes. St. Louis also ranked high in quality-of-life issues such as the availability of cultural opportunities and educational excellence. The cultural aspects of the region are diverse and highly rated. Forest Park in St. Louis City is home to such respected institutions as the St. Louis Zoo, the St. Louis Art Museum, and the St. Louis Science Center all of which are open free of charge to the public. St. Louis also is home to the world class Missouri Botanical Garden and St. Louis Symphony Orchestra. The renovated Fox Theatre attracts many touring Broadway shows. Other major tourist attractions include the Gateway Arch, Grant's Farm, Busch Stadium, Scottrade Center, and Six Flags over Mid-America. St. Louis is home to two professional sports teams, the St. Louis Cardinals baseball team and the St. Louis Blues hockey team. In August 2019, Major League Soccer awarded the league's 28th franchise to a St. Louis based private ownership group that includes the Taylor family of car rental giant Enterprise Holdings and Jim Kavanaugh, CEO and co-founder of World Wide Technology. The team began to play in 2022. The ownership group has pledged to build a mostly privately financed \$200 million stadium in Downtown West, just west of Union Station.

The St. Louis MSA has 60 public school districts with an enrollment of approximately 500,000, which accounts for about 80% of the enrollment of school-aged children in the area. The remaining 20% attend a mix of private, independent, and parochial schools. The area has 82 private high schools and 120 private elementary schools. A wide variety of private and state institutions of higher education are available in the area. The region's five universities are Washington University, St. Louis University, the University of Missouri-St. Louis, Webster University, and Southern Illinois University at Edwardsville (SIUE). Both Washington University and St. Louis University have medical schools which support research and teaching hospitals, resulting in St. Louis being well respected across the country as a strong medical center. These medical schools are complemented by the St. Louis College of Pharmacy, Logan College of Chiropractic, SIUE School of Dental Medicine, the University of Missouri-St. Louis School of Optometry, and several schools for nursing, hospital administration, and allied health services.

Summary of Regional Description

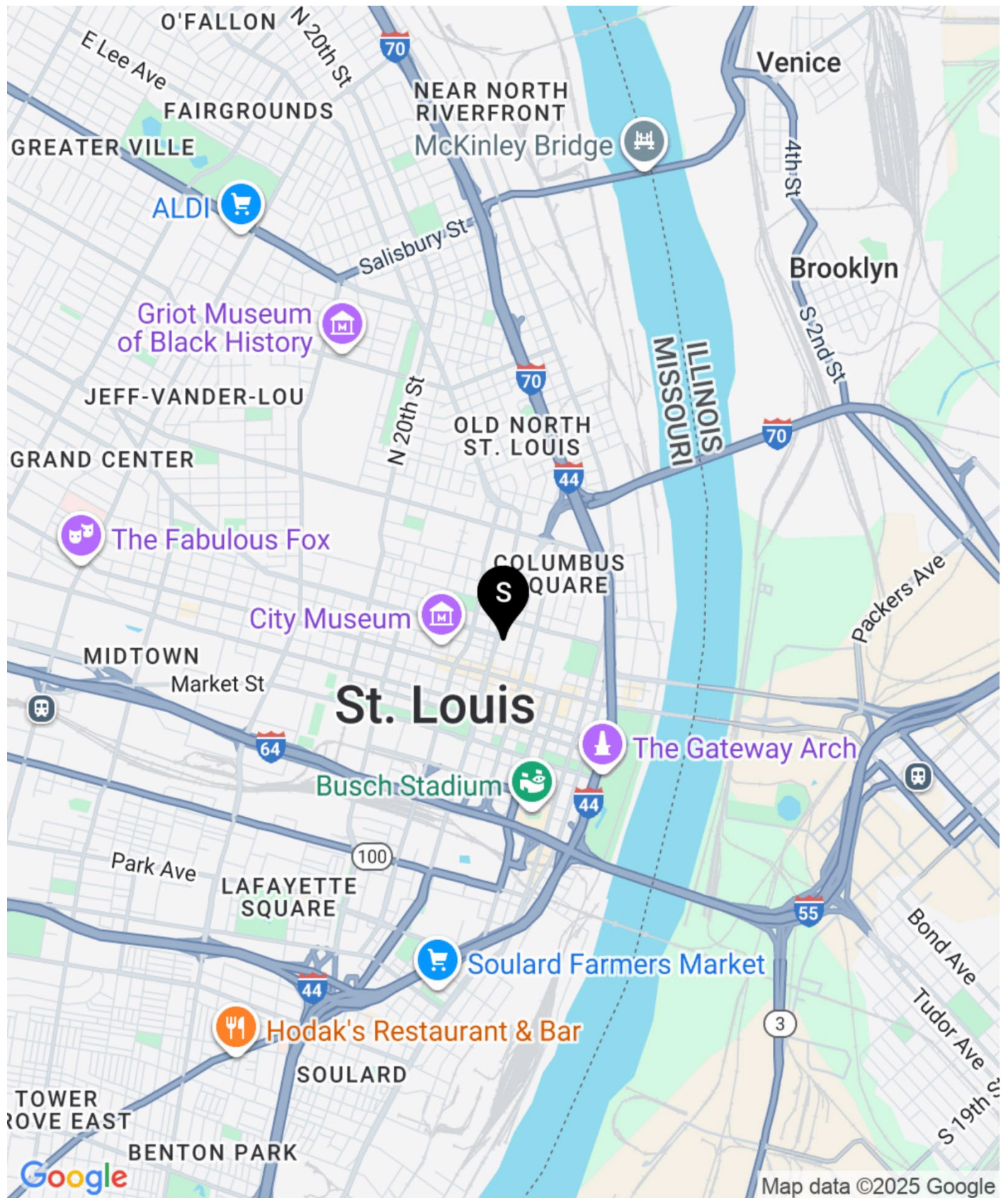
The value of residential and commercial property is affected by the physical, governmental, economic, and social forces of the region. The central location of the St. Louis region affords excellent distribution center possibilities. The region's transportation network minimizes freight costs for consumer and industrial markets from this location. Many major corporations are headquartered in the region. These firms are attracted to St.

Louis by an excellent work force and below average cost of living, as well as excellent recreational and cultural opportunities. The recent economic downturn had a negative impact on property values and increased the number of unemployed workers. Although some sectors and sub-markets are doing better than others, there is optimism for further positive momentum.

REGIONAL AREA ANALYSIS

The subject property is located in St. Louis, Missouri or rather the Downtown neighborhood of St. Louis City of the St. Louis MSA. The map presented on the previous page illustrates the subject property location relative to the St. Louis, MO-IL MSA metropolitan area.

LOCAL AREA MAP



INTRODUCTION

The subject property is located in the St. Louis area of the CBD/St. Louis City submarket. The immediate area of the subject is characterized by office buildings, various retail along Washington Avenue, a hotel and convention center and a mix of multi-family and office buildings along Tucker Boulevard.

Demographics

The following information reflects the demographics for the subject's area.

LOCAL AREA & MSA DEMOGRAPHICS									
DESCRIPTION	1 MILE	3 MILE	5 MILE	MSA	DESCRIPTION	1 MILE	3 MILE	5 MILE	MSA
POPULATION TOTAL					HOUSEHOLDS				
2010 Census	14,733	82,640	229,168	2,787,699	2010 Census	7,315	35,850	99,361	1,109,663
2020 Census	16,574	80,154	211,707	2,820,253	2020 Census	9,253	38,430	100,354	1,149,824
2025 Estimate	16,099	75,415	197,309	2,803,971	2025 Estimate	9,608	38,616	99,765	1,167,951
2030 Projection	16,038	73,912	192,479	2,807,853	2030 Projection	9,931	39,106	100,321	1,183,315
Δ 2010-2020	12.50%	(3.01%)	(7.62%)	1.17%	Δ 2010-2020	26.49%	7.20%	1.00%	3.62%
Δ 2020-2025	(2.87%)	(5.91%)	(6.80%)	(0.58%)	Δ 2020-2025	3.84%	0.48%	(0.59%)	1.58%
Δ 2025-2030	(0.38%)	(1.99%)	(2.45%)	0.14%	Δ 2025-2030	3.36%	1.27%	0.56%	1.32%
Total Daytime Population	64,990	179,402	329,328	2,812,504	HOUSEHOLDS BY INCOME (2025 ESTIMATE)				
HOUSING UNITS					< \$15,000				
Total (2025 Estimate)	11,979	48,435	124,601	1,284,243	\$15,000 - \$24,999	16.9%	19.3%	16.9%	7.0%
Owner Occupied	10.0%	21.5%	28.2%	63.5%	\$25,000 - \$34,999	8.0%	10.0%	9.4%	5.5%
Renter Occupied	70.2%	58.2%	51.8%	27.5%	\$35,000 - \$49,999	8.1%	8.1%	8.1%	6.0%
Vacant Housing Units	19.8%	20.3%	19.9%	9.1%	\$50,000 - \$74,999	10.7%	10.9%	12.4%	10.9%
Total (2030 Projection)	12,157	49,026	125,729	1,302,642	\$75,000 - \$99,999	11.8%	13.6%	15.8%	15.8%
Owner Occupied	10.3%	21.9%	28.7%	64.4%	\$100,000 - \$149,999	11.0%	8.7%	9.2%	12.8%
Renter Occupied	71.4%	57.8%	51.1%	26.4%	\$150,000 - \$199,999	18.6%	14.7%	13.6%	19.4%
Vacant Housing Units	18.3%	20.2%	20.2%	9.2%	\$200,000+	8.0%	6.2%	6.1%	9.6%
AVERAGE HOUSEHOLD INCOME					AVERAGE HOUSEHOLD SIZE				
2025 Estimate	\$84,156	\$82,281	\$84,103	\$114,604	2025 Estimate	1.53	1.77	1.88	2.35
2030 Projection	\$93,556	\$92,810	\$95,314	\$128,314	2030 Projection	1.47	1.71	1.82	2.32
Δ 2025-2030	11.17%	12.80%	13.33%	11.96%	Δ 2025-2030	(3.92%)	(3.39%)	(3.19%)	(1.28%)
MEDIAN HOUSEHOLD INCOME					MEDIAN HOME VALUE				
2025 Estimate	\$62,811	\$52,411	\$54,313	\$82,761	2025 Estimate	\$235,442	\$264,935	\$212,119	\$275,743
2030 Projection	\$75,294	\$60,966	\$62,139	\$94,976	2030 Projection	\$273,179	\$320,000	\$281,052	\$332,972
Δ 2025-2030	19.87%	16.32%	14.41%	14.76%	Δ 2025-2030	16.03%	20.78%	32.50%	20.75%
PER CAPITA INCOME					AVERAGE HOME VALUE				
2025 Estimate	\$50,458	\$42,279	\$42,517	\$47,817	2025 Estimate	\$281,947	\$296,957	\$269,283	\$325,920
2030 Projection	\$58,156	\$49,223	\$49,645	\$54,155	2030 Projection	\$332,706	\$348,833	\$323,587	\$378,547
Δ 2025-2030	15.26%	16.42%	16.77%	13.25%	Δ 2025-2030	18.00%	17.47%	20.17%	16.15%

Source: Sites To Do Business Online

Population

The estimate provided by ESRI for the current 2025 population within the subject neighborhood's 3 mile radius is 75,415 representing a (5.91%) decrease since 2020. ESRI's 2020 population estimate for the subject's 5 mile radius is 197,309, which represents a (6.80%) decrease since 2020.

Looking forward, ESRI estimates that the population within the subject neighborhood's 3 mile radius is forecasted to change to 73,912 by the year 2030. As for the broader area, ESRI forecasts that the population within the subject's 5 mile radius will change to 192,479 over the next five years. The population estimates for the next five years within the subject's 5 mile radius represents a (2.45%) decrease as well as a (0.38%) decrease within the subject's 1 mile radius for the same period.

Households

The estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius is 38,616, which is a 0.48% change since 2020. Within the subject's broader 5 mile radius, ESRI estimates that the number of households is 99,765, a (0.59%) change over the same period.

By the year 2030, the estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius will change by 1.27% to 39,106 households. Additionally, ESRI's estimate for total households over the next five years within the subject's broader 5 mile radius indicates an expected change of 0.56% which will result in a total household estimate of 100,321.

Looking back, the number of households in the subject neighborhood's 3 mile radius changed 7.20% during the ten-year period of 2010 to 2020. Since then, it has changed by 0.48%.

Income

Income estimates provided by ESRI for the subject neighborhood's 3 mile radius indicates that the median household income is \$52,411 and that the average household income is \$82,281. Further, the estimates provided by ESRI indicate that, for the subject's broader 5 mile radius the median household income is \$54,313, and the average household income is \$84,103.

CONCLUSION

Based on our observation and the data provided by ESRI, it is perceived that the income and population demographics for the subject neighborhood exhibit average characteristics in terms of reported population growth and income levels. As previously mentioned, the population growth for the subject's 3 mile radius has increased (5.91%) since 2020 and based on the projections provided by ESRI, it is expected to continue to increase another (1.99%) during the next 5 years. Lastly, we perceive that, even though the average household incomes are below the St. Louis MSA average (\$82,281, for the subject's 3 mile radius), the area is well-populated (38,616 households in a 3 mile radius) and developments like the subject should be adequately supported.

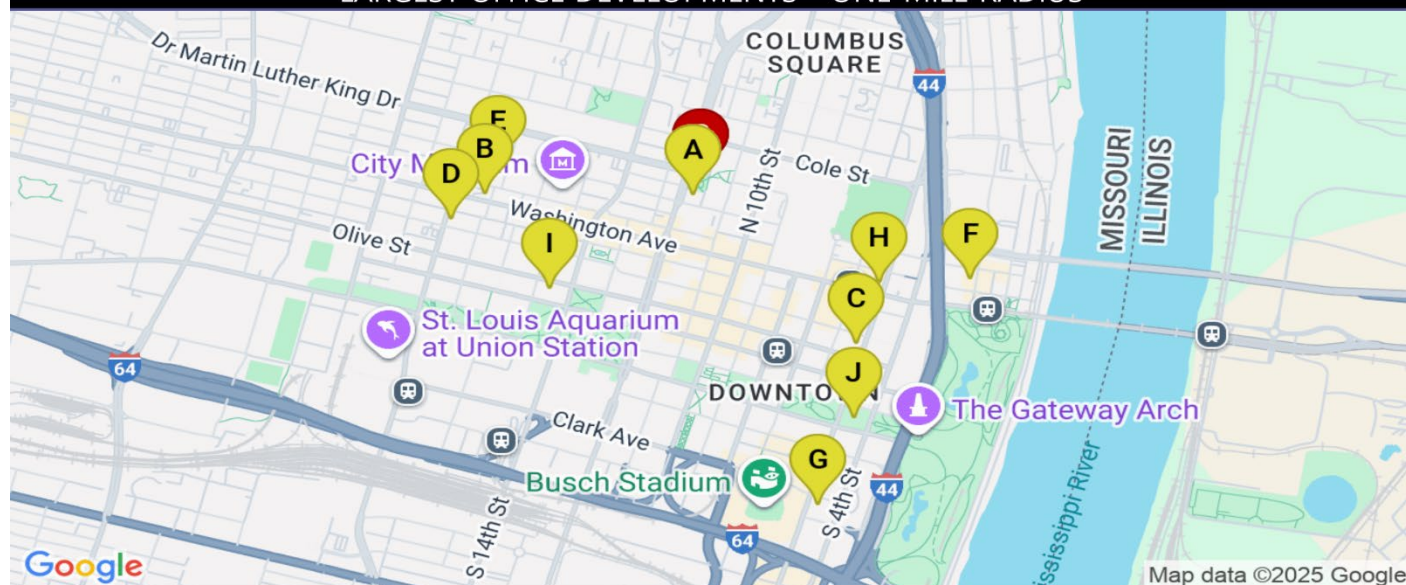
SURROUNDING LAND USES

The following tables and maps highlight the development in and around the subject.

LOCAL AREA OFFICE - ONE-MILE RADIUS				
CLASS	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
A	62,168 SF	1991	100.0	1
B	2,197,535 SF	1929	83.4	62
C	2,087,040 SF	1915	85.3	69
TOTAL	4,346,743 SF	1923	84.5	132

Source: CoStar

LARGEST OFFICE DEVELOPMENTS - ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A	St. Patrick Center	800 N Tucker Blvd, Saint Louis	0.0 mi	95,085	1936	C	100
B	King Bee Bldg	1701-1709 Washington Ave, Saint Louis	0.5 mi	93,366	1912	C	100
C	Broadway Telecommunications Bldg	313-323 N Broadway, Saint Louis	0.5 mi	91,008	1898	B	100
D		1727 Locust St, Saint Louis	0.5 mi	87,870	1909	C	100
E	Moon Bros. Carriage Lofts	719 N 17th St, Saint Louis	0.4 mi	85,000	1885	C	100
F	The Witte Hardware Building	707 N 2nd St, Saint Louis	0.6 mi	84,120	1895	C	100
G		300 S Broadway, Saint Louis	0.8 mi	81,720	1900	B	100
H	The 505 Building	505 Washington Ave, Saint Louis	0.5 mi	80,000	1958	B	0
I	Parkside Plaza	1430 Olive St, Saint Louis	0.4 mi	78,798	1961	C	43.78
J	Old Courthouse	11 N 4th St, Saint Louis	0.7 mi	78,597	1862	C	100

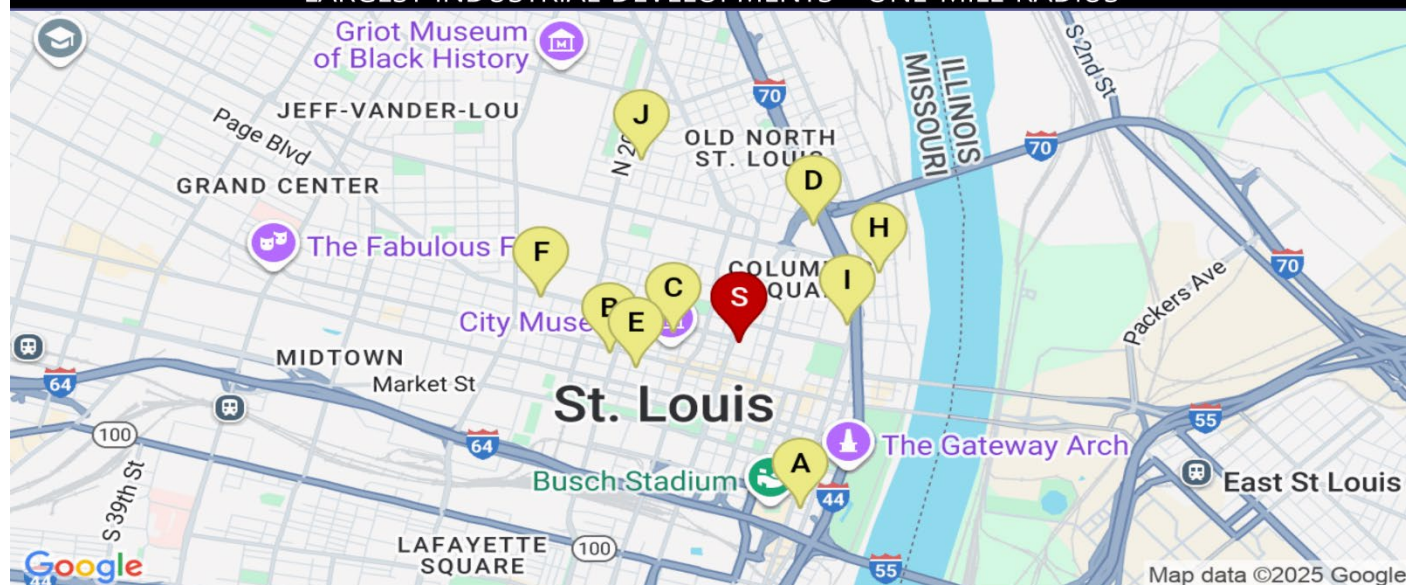
Source: CoStar

LOCAL AREA INDUSTRIAL - ONE-MILE RADIUS

TYPE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
Flex	244,837 SF	1921	84	12
Gen-Ind <25,000 FT	1,148,275 SF	1932	87	96
Gen-Ind >25,000 FT	3,239,536 SF	1937	63	62
TOTAL	4,632,648 SF	1935	69.5	172

Source: CoStar

LARGEST INDUSTRIAL DEVELOPMENTS - ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	TYPE	%LEASED
A		319 S 4th St, Saint Louis	0.8 mi	100,000	1901	Industrial	100
B		1808 Washington Ave, Saint Louis	0.6 mi	96,042	1943	Industrial	100
C		1533 Delmar Blvd, Saint Louis	0.3 mi	95,000	1980	Industrial	100
D		910-916 Howard St, Saint Louis	0.6 mi	93,100	1943	Industrial	0
E	Printers Lofts	1611-1617 Locust St, Saint Louis	0.5 mi	92,255	1925	Industrial	0
F		2201 Delmar Blvd, Saint Louis	0.9 mi	92,000	1966	Industrial	100
G		2201 Delmar Blvd, Saint Louis	0.9 mi	92,000	1966	Industrial	100
H		1425 N 2nd St, Saint Louis	0.7 mi	81,500	1950	Industrial	0
I	Buffalo Tool	1111 N Broadway, Saint Louis	0.5 mi	80,000	1950	Industrial	0
J		1825 19th St, Saint Louis	1.0 mi	79,002	1916	Industrial	100

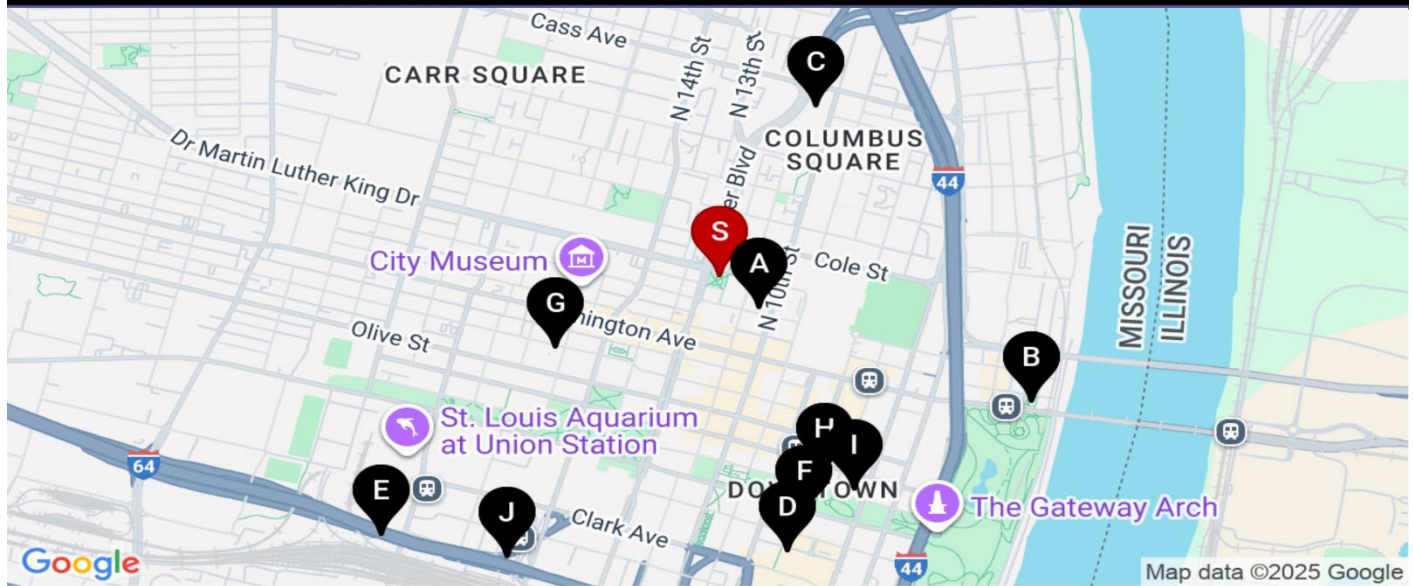
Source: CoStar

LOCAL AREA RETAIL - ONE-MILE RADIUS

SIZE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
<5,000 FT	0 SF	-	-	0
>5,000 FT-<20,000 FT	742,522 SF	1932	82.8	69
>20,000 FT	492,953 SF	1952	54.5	12
TOTAL	1,235,475 SF	1937	71.7	83

Source: CoStar

LARGEST RETAIL DEVELOPMENTS - ONE-MILE RADIUS



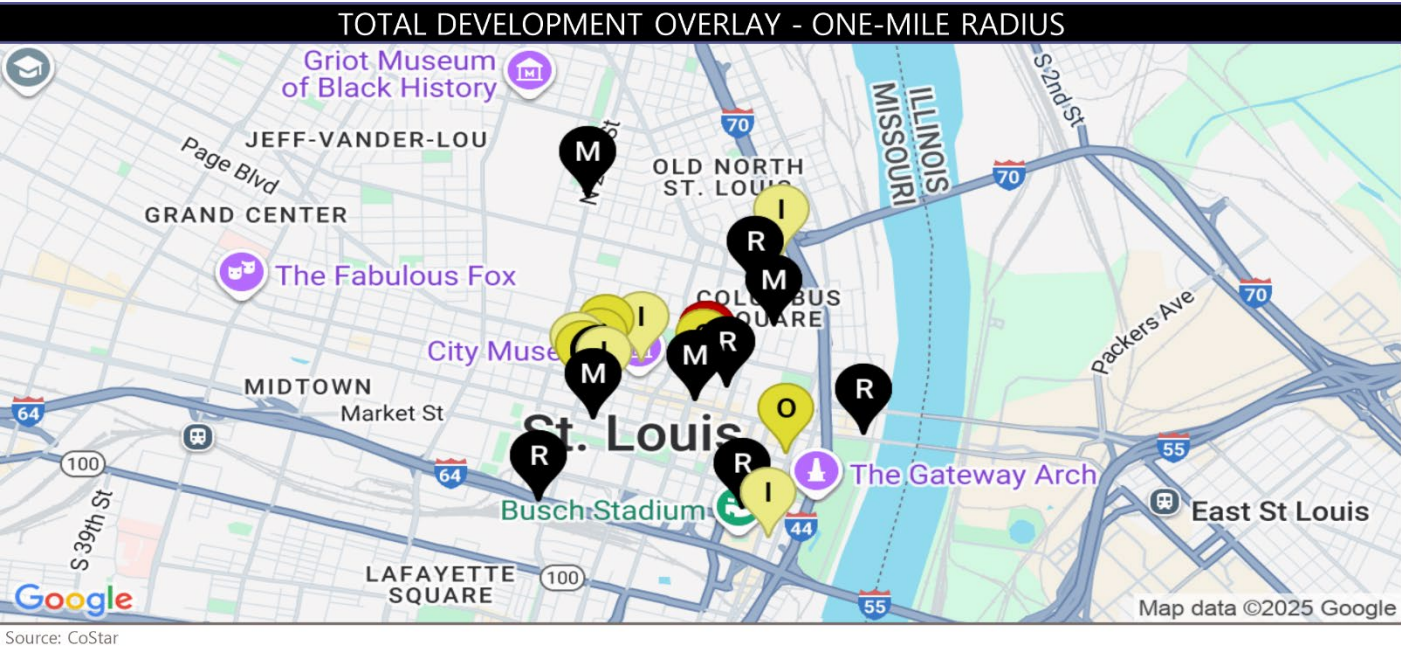
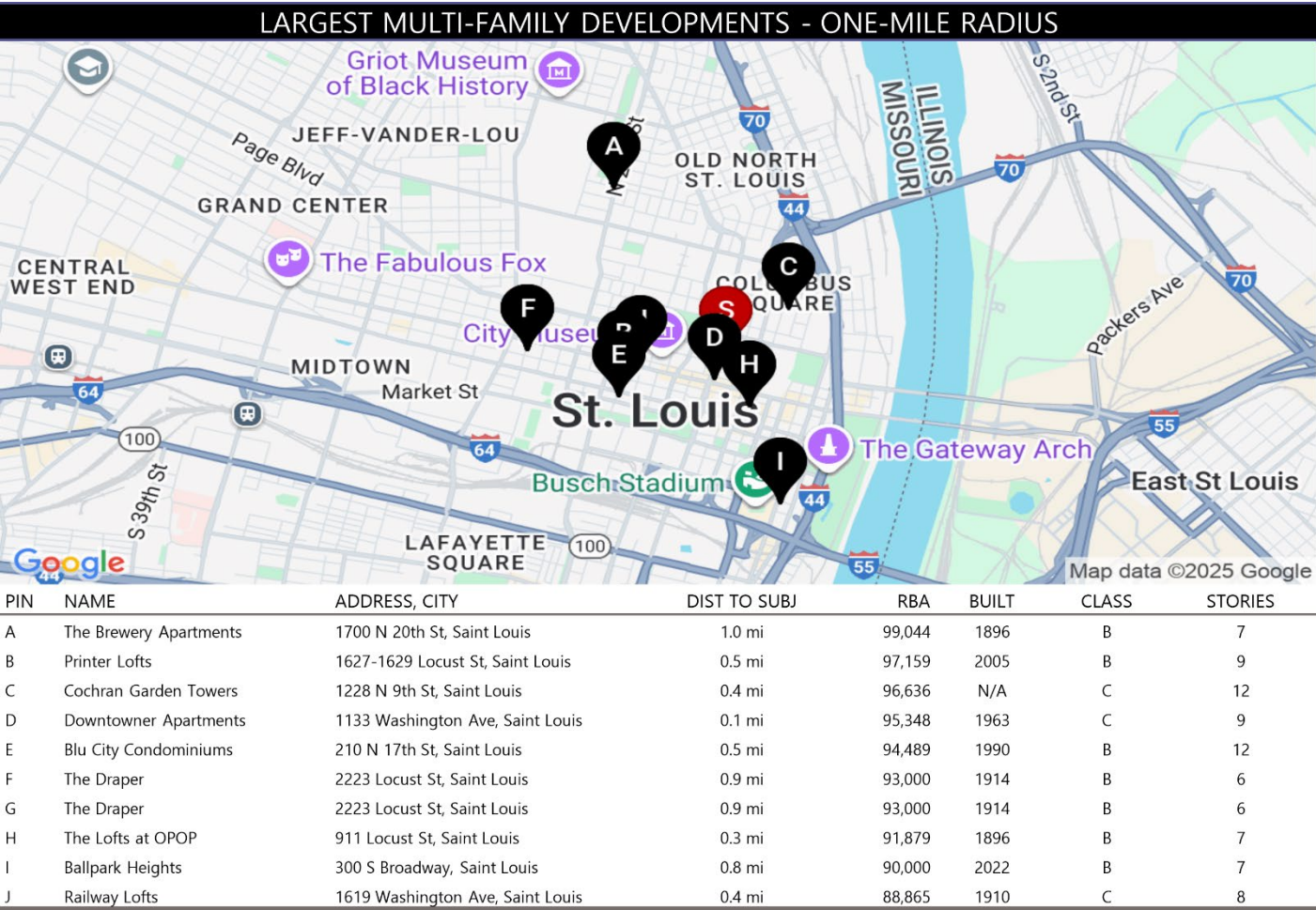
PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A		10005 Convention Plz, Saint Louis	0.1 mi	58,619	N/A	B	100
B	Switzer's Licorice Bldg	612 N 1st St, Saint Louis	0.7 mi	56,332	N/A	B	0
C	Schnucks Building	1030 Cass Ave, Saint Louis	0.5 mi	56,000	N/A	C	0
D	Building 2	3 Cardinal Way, Saint Louis	0.7 mi	48,000	2019	A	100
E	The Theatre	407 S 18th St, Saint Louis	0.9 mi	43,700	1900	C	0
F		620 Market St, Saint Louis	0.6 mi	41,734	1968	B	100
G		1528 Locust St, Saint Louis	0.4 mi	40,000	1926	B	100
H	Kiener Plaza West	111 N 6th St, Saint Louis	0.5 mi	38,881	1964	A	69.31
I	Kiener Plaza East	529 Chestnut St, Saint Louis	0.6 mi	35,148	1964	C	0
J	Gateway Station	430 S 15th St, Saint Louis	0.8 mi	32,753	N/A	C	100

Source: CoStar

LOCAL AREA MULTI-FAMILY - ONE-MILE RADIUS

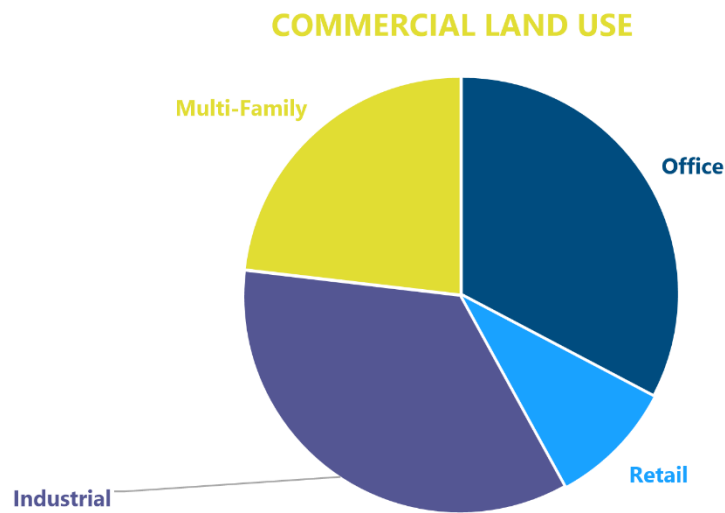
CLASS	RBA	YEAR BUILT	UNITS	PROPERTIES
A	210,035 SF	1937	158	4
B	2,025,157 SF	1954	1,911	37
C	841,628 SF	1919	581	18
TOTAL	3,076,820 SF	1944	2,650	59

Source: CoStar



The land use in the subject’s immediate neighborhood consists of a significant amount of commercial property, comprising of a mix of many property types. Commercial uses in the area include the medium sized freestanding office and retail properties, as well as service-related uses, restaurants, gas stations/convenience

stores and a convention center. The following chart illustrates the high concentration of multifamily and office compared to industrial and retail properties.



RECENT DEVELOPMENT

Recent developments in a one-mile radius include a multi-family building.

The following table details our findings:



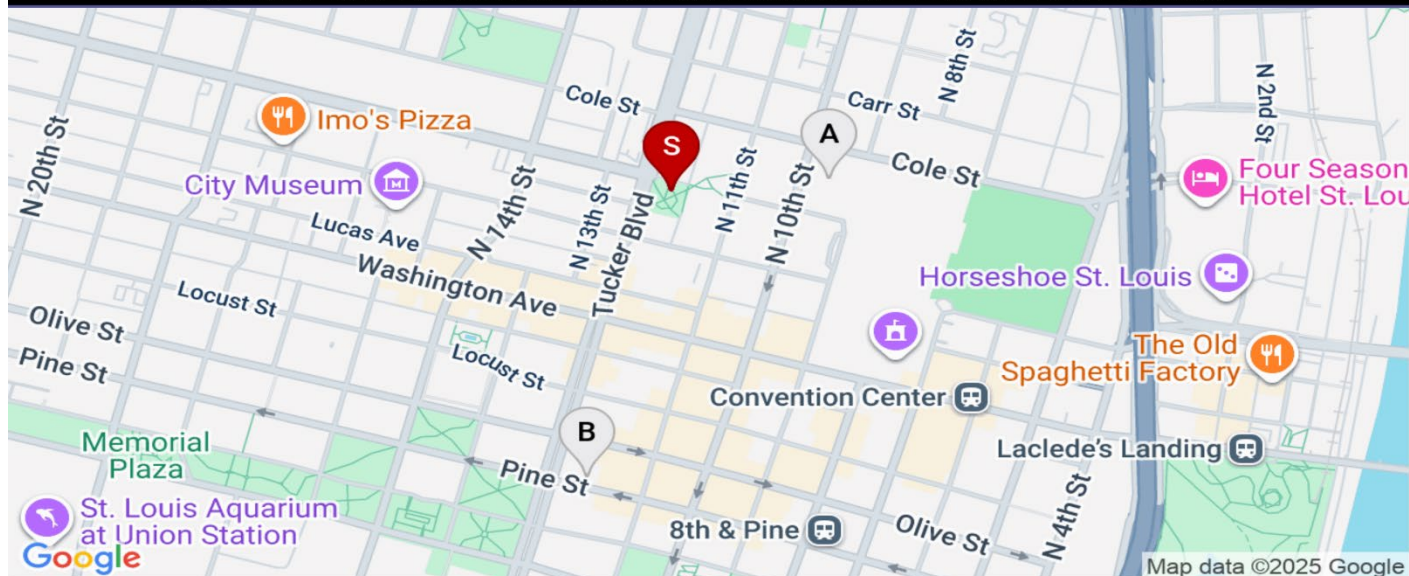
DEVELOPMENT PIPELINE

Under Construction

Developments currently under construction include significant expansion and modernization of the Convention Center and a multi-family building.

The following table details our findings:

CURRENT DEVELOPMENTS UNDER CONSTRUCTION IN A ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	TYPE	CLASS
A	America's Center	901 Convention Plaza St, Saint Louis	0.2 mi	72,000	Specialty	B
B	Publicity Flats	1133 Pine St, Saint Louis	0.4 mi	28,122	Multi-Family	B

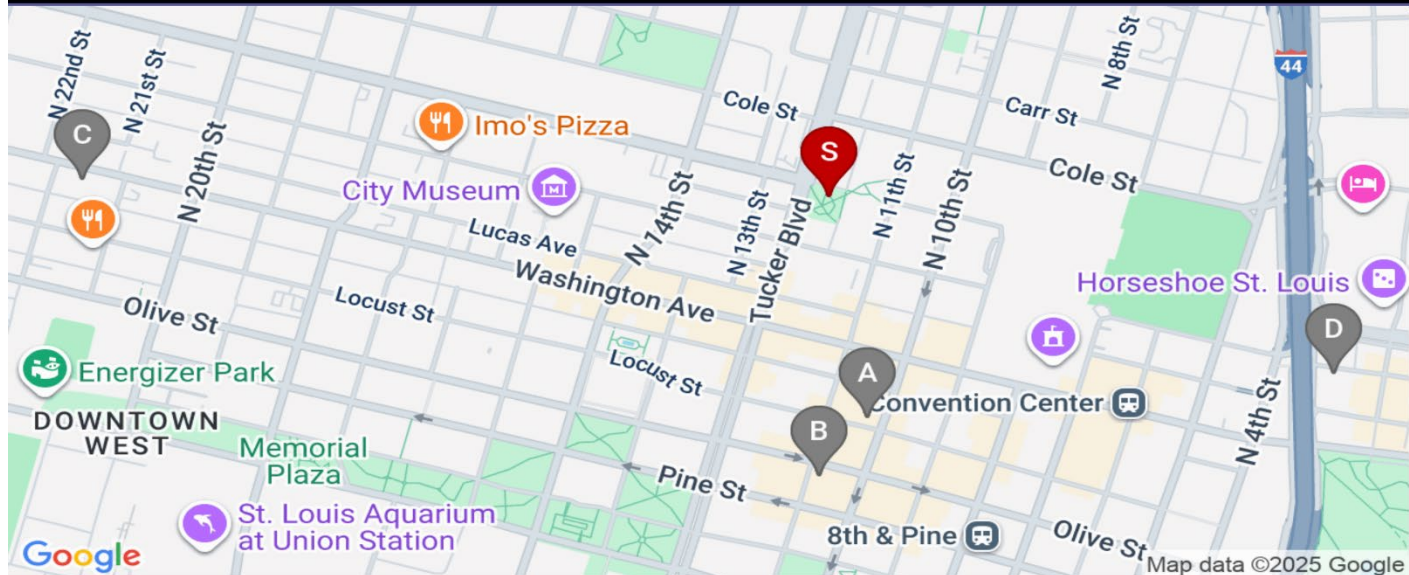
Source: CoStar

Proposed

Proposed developments in a one-mile radius include more multi-family projects and a 12 story Moxy Hotel.

The following table details our findings:

CURRENTLY PROPOSED DEVELOPMENT IN A ONE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	TYPE	CLASS
A		1001 Locust St, Saint Louis	0.3 mi	88,410	Multi-Family	B
B	MOXY St. Louis Downtown	SEQ Olive Street and North 11th Street,, Sair	0.3 mi	77,000	Hospitality	B
C		2120 Washington Ave, Saint Louis	0.8 mi	25,000	Multi-Family	B
D		718 Lumiere Place Blvd, Saint Louis	0.6 mi	5,600	Multi-Family	C

Source: CoStar

ECONOMIC INFLUENCES

The local area economic status is important to recognize as the measurement of income levels provides an indication of the ability of the area population to buy, rent and maintain property. The economic status of an area also provides an indication of the population's appetite for goods and services. Relevant economic

information includes income levels, property ownership vs. rent, property rent levels, rent level trends, property vacancy and new construction.

The vast majority of the housing units within the area are owner occupied, which contrasts with relative similarity to other parts of St. Louis.

GOVERNMENT INFLUENCE

Governmental considerations relate to zoning, building codes, regulations, flood plain restrictions, special assessment, property tax and empowerment zones.

Zoning in the area is mixed, including commercial, residential, and industrial designations. Zoning code is enforced by the municipality and enforcement in all areas of City of St. Louis is considered to be strong. Rezoning is typically discouraged and requires public input in all municipalities. Building codes are in force and require a certain standard of construction quality and design. This is a typical influence on properties similar to the subject and falls in line with the zoning classification.

Property taxes in the area are established by St. Louis City and are assessed based on valuation. Considering broad authority of the county administration, the assessments in the neighborhood are similar to other neighborhoods in the metropolitan area. There are no known special assessments that affect property in the neighborhood.

ACCESS/PUBLIC TRANSPORTATION

The streets within the neighborhood are laid out in a grid pattern with major streets generally along the section and ½ section lines. The major north/south street in the neighborhood is Tucker Boulevard. The major east/west streets include Washington Avenue and Dr. Martin Luther King Drive. With the existing transportation system, most areas of metropolitan St. Louis are accessible from the subject neighborhood and access is considered for the metropolitan area. Public bus service is available throughout the area. Overall, access within the neighborhood is average for the metropolitan area.

ENVIRONMENTAL INFLUENCES

The subject area is considered to be a typical neighborhood with average building size and density. There are no extraordinary topographical features, nuisances or hazards. Public utilities are available in most all areas in quantities from public and private sources. The area has both public and private schools in adequate supply and quality.

LOCAL AREA SUMMARY

The market benefits from a diverse blend of residential, commercial, and community uses and close proximity to many recreational activities. The outlook for this market area is good into the foreseeable future.

SITE DESCRIPTION

The subject property consists of two parcels with a total site area of 25,135 SF (0.58 AC) which is based on information obtained from St. Louis County Assessor. It is perceived that there is no surplus or excess land at the subject. For the purposes of this report, we have relied on this site area and reserve the right to amend our analysis upon receipt of a formal legal plan. The following summaries the salient characteristics of the subject site.

Address	1134 Dr Martin Luther King Dr, St. Louis, Missouri.		
Census Tract	29-510-125600		
Number of Parcels	2		
Assessor Parcels	0534-00-0010-0 0534-00-0015-0		
Land Area	Square Feet		Acres
Economic Unit (Primary) Site Size	25,135		0.58
Usable Site Size	25,135		0.58
Total Land Area	25,135		0.58
Excess/Surplus Land	No		
Corner	No		
Floor Area Ratio (FAR)	Not Available		
Site Topography	Level		
Site Shape	Irregular		
Site Grade	At street grade		
Site Quality	Average		
Site Access	Good		
Site Exposure	Average		
Site Utility	Fair		
Utilities	All to site		
Comments	0534-00-0010-0 - ; 0534-00-0015-0 - ;		

Adjacent Properties

North	a mix of multi-family and office buildings along Tucker Blvd.
South	a library, office buildings with some first-floor retail along Tucker Blvd.
East	a hotel, convention center
West	a museum, restaurants, retail, and apartment building along Washington Avenue

Accessibility Access to the subject site is considered good overall.

STREET & TRAFFIC DETAIL

Street Improvements	Type	Direction	Lanes	Lights	Curbs	Sidewalks	Signals	Median	Parking	Center Lane	Bike Lane
Tucker Blvd	Major arterial	Two-Way	4	x	x	x	x			x	
Washington Avenue	Major arterial	Two-Way	4	x	x	x	x		x		
Dr. Martin Luther King Dr	Major arterial	Two-Way	0	x	x	x	x		x		
Frontage											
Tucker Blvd	feet; . North South										
Washington Avenue	feet; . East West										
Dr. Martin Luther King Dr	208 feet; . East-West										
Traffic Counts	Location	Date	Source	Count							
Tucker Blvd	0	Mar-25	ESRI	7,178							
Washington Avenue	0	Mar-25	ESRI	8,464							
Dr. Martin Luther King Dr	0	Mar-25	ESRI	5,922							
TOTAL											21,564

Exposure & Visibility

Exposure of the subject is average balancing the frontage on Dr Martin Luther King Dr, the primary local arterial, with the obscured visibility to southbound traffic from the newer building constructed to the north. This building was constructed up against the front property line obscuring visibility of the subject to some degree.

Flood Plain

Zone X (Unshaded). This is referenced by Panel Number 2903850064C, dated May 24, 2011. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Seismic

The subject is in a low risk area.

Easements

A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.

Soils

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

Hazardous Waste

Based on a review of an independent investigation to determine the presence or absence of toxins on the subject property, none are present. If questions arise, the reader is strongly cautioned to seek qualified professional assistance

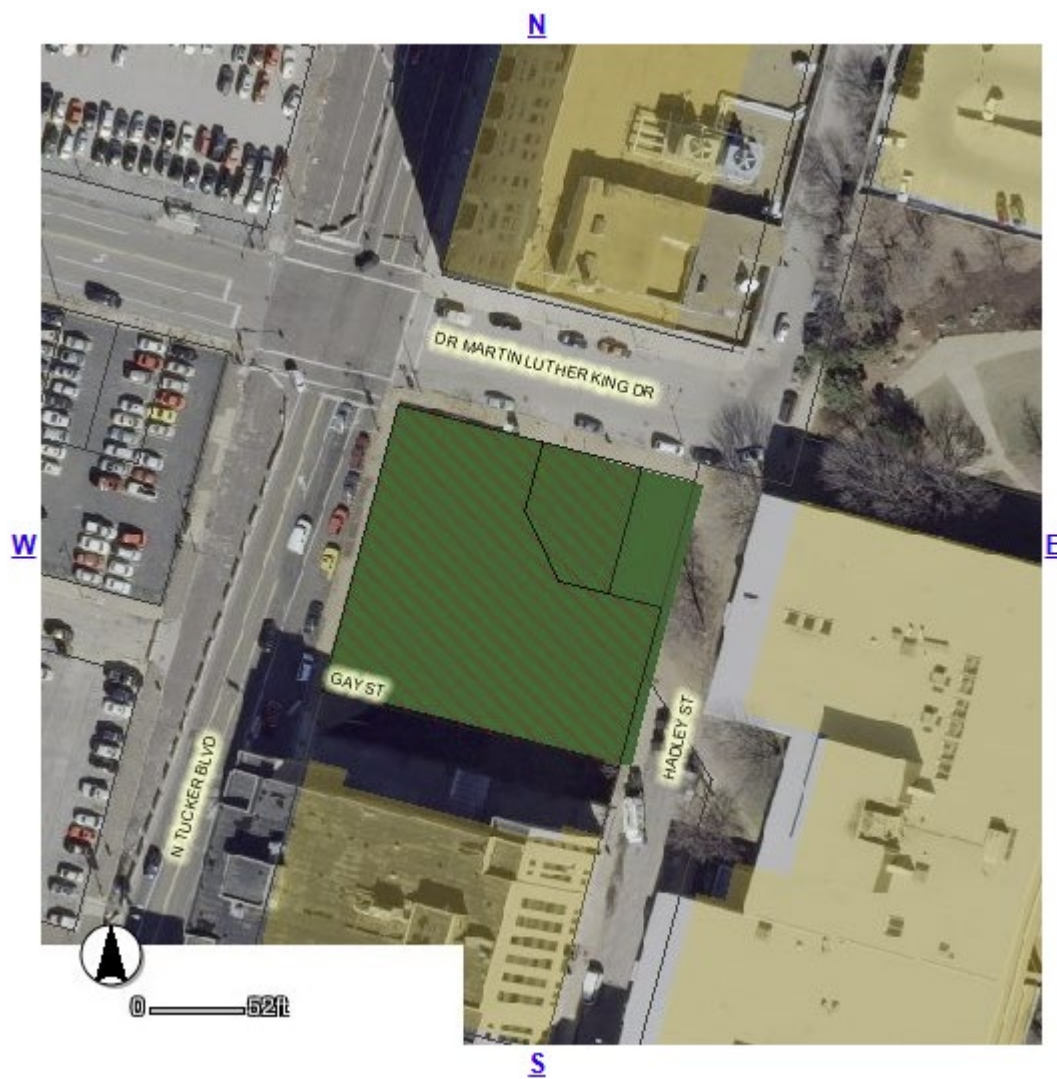
in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

Site Rating

Overall, the subject site is considered average as a land site in terms of its location, exposure and access to employment, education, and shopping centers, based on its location along a major arterial. However, there are physical limitations that would prohibit development of some of the by-right uses on the site, such as a building. The site is filled with a foam substance per the buyer, due to an old train track transportation system that ran underground beneath the subject site. St. Louis City, current owners of the site, was going to fill the old train tunnels in with dirt; however, due to the high cost, they chose to fill in the area with a foam substance. Per the buyer the ground is not sturdy enough to build a building on the site without an extraordinary high cost to remove the foam and refill the area with compressed dirt. For this factor, the site utility is poor for development.

Site Conclusion

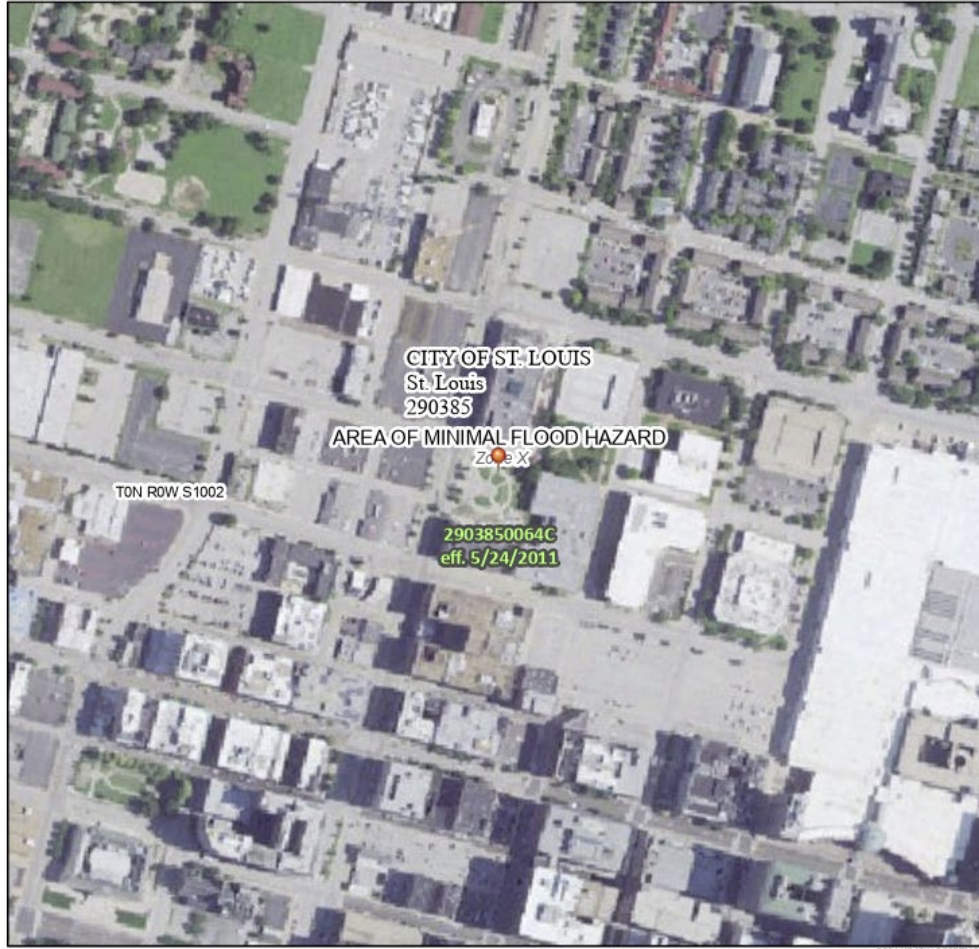
In conclusion, the site's physical characteristics appear to be supportive of the subject's current use and there are significant detriments discovered that would inhibit development.



National Flood Hazard Layer FIRMette



90°12'2"W 38°38'16"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000
Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
OTHER FEATURES		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance Water Surface Elevation
MAP PANELS		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
OTHER FEATURES		Coastal Transect Baseline
		Profile Baseline
OTHER FEATURES		Hydrographic Feature
		Digital Data Available
MAP PANELS		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/26/2025 at 9:37 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

TAX HISTORY

The subject's assessment history is shown in the following table:

SUBJECT PROPERTY ASSESSMENT AND TAX HISTORY						
YEAR	TOTAL ASSESSED VALUE	TAX RATE	TAXES	TAXES/SF	CHANGE	
2024	\$0	-	\$0	\$0.00	0.0%	
2023	\$0	-	\$0	\$0.00	0.0%	
2022	\$0	-	\$0	\$0.00	0.0%	
2021	\$0	-	\$0	\$0.00	0.0%	
2020	\$0	-	\$0	\$0.00	-	

CURRENT TAXATION & ASSESSMENT DESCRIPTION

In Missouri, commercial real estate is assessed at 32% of market value. The total assessment for the subject property for the tax year 2024 is \$0 or \$0.00 PSF. The subject is tax exempt. The total tax bill for the property is \$0 or \$0.00 PSF. The subject's assessed values and property taxes for the current year are summarized in more detail in the following table.

ASSESSMENT & TAXES (2024)						
TAX RATE AREA					TAX RATE	#DIV/0!
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
0534-00-0010-0	\$0	\$0	\$0	\$0	\$0	\$0
0534-00-0015-0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal \$/Total Land Area	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BASE TAX \$/TOTAL LAND AREA / \$ TOTAL					\$0.00	\$0

Source: St. Louis City Assessment & Taxation

ZONING

The subject is located in the I- Central Business District (I) zoning area which is to support urban mix of office and community uses.

ZONING	
Designation	I- Central Business District (I)
Zoning Authority	City of St. Louis
Permitted Uses	the use may be a variety of light manufacturing, restaurant use, general office, and parking garage use
Prohibited Uses	Salvage yards, junk storage yards and heavy manufacturing and the conditional uses include bathhouses, billard rooms, day care centers, hotels, pawnbrokers and penal institutions
Current Use	Vacant commercial land
Current Use Legally Permitted	Yes
Conforming Use	The bulk of the improvements as vacant with some sidewalks conform to the requirements ordinance.
Conforming Lot	The bulk of the improvements as vacant with some sidewalks conform to the requirements ..
Zoning Change	Not Likely
Parking Spaces Required	No parking regulations shall be required for this district
Parking Spaces Provided	0

Source: City of St. Louis Planning & Zoning Department

PARKING REQUIREMENTS

No parking regulations are required for the district.

ZONING CONCLUSION

The current use for the subject property is commercial land and is a permitted use based on the current zoning guidelines. A zoning change for the subject does not appear likely. Based on the foregoing, it appears that the subject's improvements are a legally conforming use of the subject site.



[View larger map](#) [stlcity.maps.arcgis.com]

Legend

A. Single Family Residential

C. Multi Family Residential

E. Multi Family Residential

G. Local Commercial

I. Central Business

K. Unrestricted

B. Two Family Residential

D. Multi Family Residential

F. Neighborhood Commercial

H. Area Commercial

J. Industrial

L. Jefferson National Memorial

INTRODUCTION

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.

Highest and best use analysis uses the following steps for the subject:

- ▶ Highest & Best Use As Vacant
- ▶ Determination of the ideal improvements
- ▶ Highest & Best Use As Improved
- ▶ Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property As-Vacant and As Improved.

AS VACANT ANALYSIS

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's I- Central Business District (I) include the use may be a variety of light manufacturing, restaurant use, general office, and parking garage use projects. Zoning change is not likely; therefore, uses outside of those permitted by the I zoning are not considered moving forward in the as-vacant analysis.

Physical Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 0.5770-acres (25,135 SF), it is irregular in shape and has a level topography. The site has average exposure, good overall access and fair functional utility. There are physical limitations that would prohibit development of any of the by-right uses on the site. The site is filled with a foam substance per the buyer, due to an old train track transportation use that run underground beneath the subject site. St. Louis City, current owners of the site, were going to fill

the old train tunnels in with dirt; however, due to the extraordinary cost, they chose to fill the area in with a foam substance. Per the buyer the ground is not sturdy enough to build a building on the site without an astonishing large cost to remove the foam and refill the area with compressed dirt. Therefore, as of the date of this appraisal, the site would be limited to the development of a parking lot or for it to remain vacant land with some type of park, food truck, and or gathering use for entertainment.

Financial Feasibility

Feasible uses include only physically possible and legally permissible uses which provide a return on and return of capital. If a specific land use cannot be utilized profitably, no investor would develop the site for that specific use. Land uses surrounding the subject include predominantly office and parking lots. It appears that parking use would be feasible as the land "as is" would support the weight of a parking lot.

Maximum Productivity

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be for the future development of a parking lot based upon market demand.

In traditional valuation theory, the three approaches to estimating the value of an asset are the cost approach, sales comparison approach, and income capitalization approach. Each approach assumes valuation of the property at the property's highest and best use. From the indications of these analyses, an opinion of value is reached based upon expert judgment within the outline of the appraisal process.

SITE VALUATION

The site value is a specific scope requirement of this assignment. Considering the subject property comprises a vacant site, the inclusion of estimate of vacant land value is deemed appropriate. Therefore, a valuation of the subject site has been provided herein.

COST APPROACH

The cost approach considers the cost to replace the proposed improvements, less accrued depreciation, plus the market value of the land. The cost approach is based on the understanding that market participants relate value to cost. The value of the property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation in the structure from all causes. Profit for coordination by the entrepreneur is included in the value indication.

The Cost Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique is developed. Based on the preceding information, the Cost Approach will not be presented.

SALES COMPARISON APPROACH

The sales comparison approach estimates value based on what other purchasers and sellers in the market have agreed to as price for comparable properties. This approach is based upon the principle of substitution, which states that the limits of prices, rents, and rates tend to be set by the prevailing prices, rents, and rates of equally desirable substitutes. In conducting the sales comparison approach, we gather data on reasonably substitutable properties and make adjustments for transactional and property characteristics. The resulting adjusted prices lead to an estimate of the price one might expect to realize upon sale of the property.

The Sales Comparison Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique be developed. Based on this reasoning, the Improved Sales Comparison Approach is not presented within this appraisal.

INCOME CAPITALIZATION APPROACH

The income capitalization approach ("income approach") simulates the reasoning of an investor who views the cash flows that would result from the anticipated revenue and expense on a property throughout its lifetime. The net income developed in our analysis is the balance of potential income remaining after vacancy and collection loss, and operating expenses. This net income is then capitalized at an appropriate rate to derive an estimate of value or discounted by an appropriate yield rate over a typical projection period in a discounted cash flow analysis. Thus, two key steps are involved: (1) estimating the net income applicable to the subject and (2) choosing appropriate capitalization rates and discount rates. The appropriate rates are ones that will provide both a return on the investment and a return of the investment over the life of the particular property.

The Income Approach is not a scope requirement for this assignment. The appraisal scope of this assignment was to develop the single best approach to value. While the Income Approach is applicable, it does not represent the best approach. Therefore, the Income Approach is not developed.

CORRELATION AND CONCLUSION

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate) This appraisal does not develop the Income Capitalization Approach, the impact of which is addressed in the reconciliation section.

INTRODUCTION

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by a number of factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison for competing land is the \$/SF. All of the comparable sales presented in this section were reported on this basis.

ADJUSTMENTS

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

1. **Property Rights** - All of the sales comparables were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work.
2. **Financing** - The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions** - None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.
4. **Expenditures After Sale** - Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). Land Sale 1 required upward adjustment for demolition costs of existing improvements.
5. **Market Conditions (Time)** - Based on the analysis performed, which includes research and interpretation of value trends of the comparables presented herein, a market conditions adjustment of 2% is applied on an Annual basis reflecting the relatively consistent appreciation that occurred between the oldest comparable sale date up through the effective valuation date.

QUANTITATIVE ADJUSTMENT PROCESS

Quantitative percentage adjustments are also made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate the logic in deriving a value opinion for the subject property by the Land Sales Comparison Approach.

COMPARABLE SELECTION

A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparables available for this analysis. Current sales comparable to the subject in the CBD were scarce; therefore, we expanded our search to the city of St. Louis.

PRESENTATION

The following Land Sales Comparison Table, location map and exhibits summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the site value is concluded.

LAND SALES COMPARISON TABLE

SUBJECT	COMP 1	COMP 2	COMP 3	COMP 4
Address	1134 Dr Martin Luther King Dr	4400 S Kingshighway Blvd	3830 S. Grand Avenue	5956-5958 Delmar Blvd,5956 Delmar Blvd
City	St. Louis	St. Louis	St. Louis	St. Louis
State	MO	MO	MO	MO
Zip	63101	63109	63118	63112
County	St. Louis	-	-	St. Louis
Submarket	CBD/St. Louis City	St. Louis City South	St. Louis City South	St. Louis City
Parcel(s)	0534-00-0015-0	6455-00-0240-0	1608-00-00154	5514-00-0010-0
				0937-00-0115-0

SALE INFORMATION

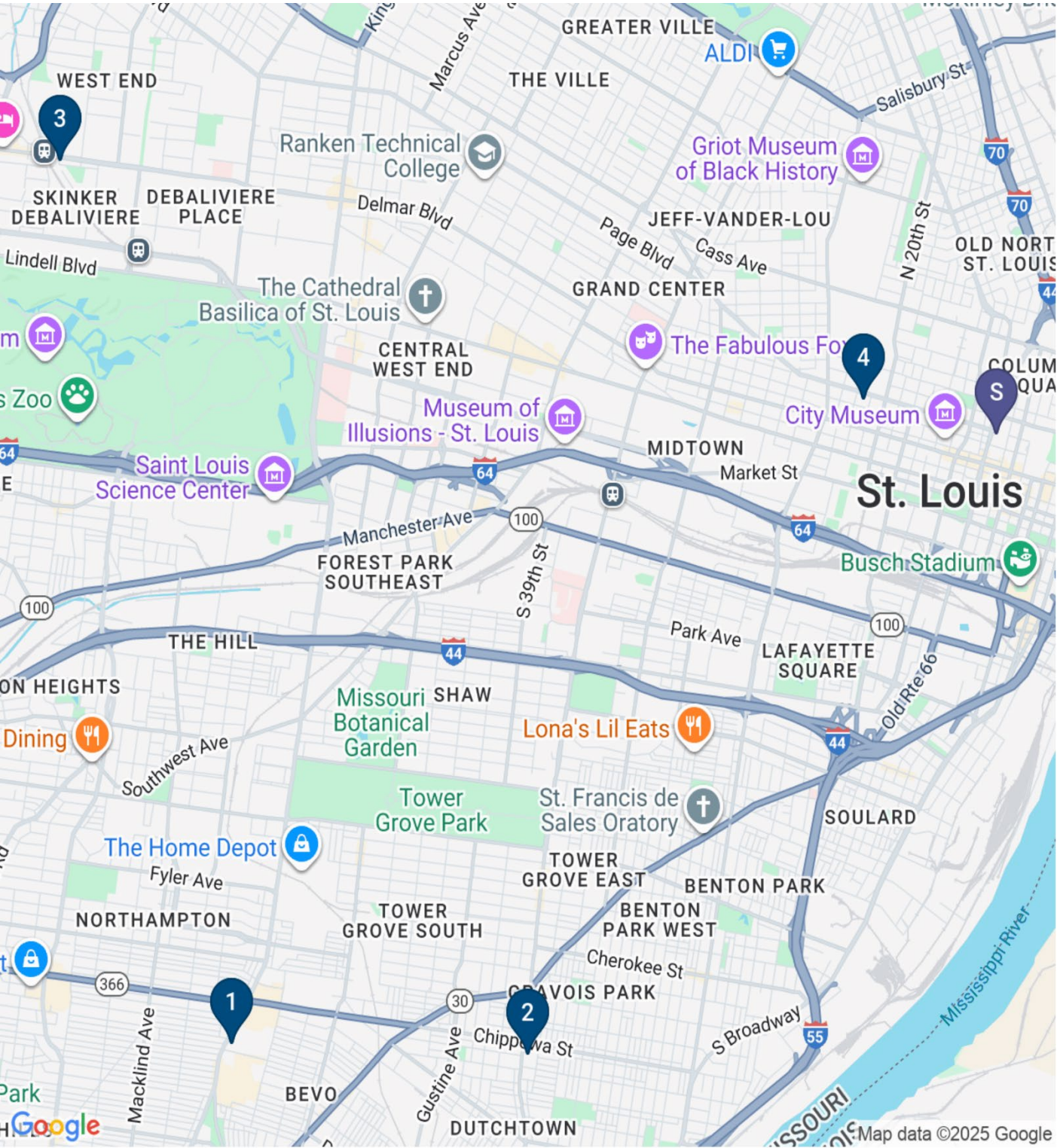
Transaction Price	\$400,000	\$862,448	\$150,000	\$1,910,000
Transaction Price \$/SF	\$15	\$16	\$19	\$17
Property Rights ¹	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing ²	Conventional	Cash	Cash	Conventional
Sale Conditions ³	Arm's Length	Normal	Normal	Normal
Expenditures After Sale ⁴	\$3,600 0.9%	\$0	-	-
Market Conditions ⁵	2/26/2024	8/30/2024	9/30/2024	11/20/2024
Sale Status	Recorded	Closed	Closed	Closed
Recording Number	Not Reported	Not recorded	Not reocrded	2024.177
Marketing Status	Open Market	Open Market	Open Market	Open Market
Marketing Period (Months)	9.2 Months	80.1 Months	1.9 Months	-
Total Transactional Adjustments	\$0 0%	\$0 0%	\$0 0%	\$0 0%
Adjusted \$/SF	\$15	\$16	\$19	\$17

PHYSICAL INFORMATION

Square Feet	25,135	26,528	52,272 5%	7,762 (5%)	113,600 10%
Location	Average	Above Average (5%)	Good (10%)	Good (10%)	Average
Access	Good	Above Average 5%	Above Average 5%	Above Average 5%	Good
Exposure	Average	Average	Above Average (5%)	Above Average (5%)	Good (10%)
Shape	Irregular	Rectangular (5%)	Rectangular (5%)	Irregular	Rectangular (5%)
Zoning	I	F	F	F	J
Topography	Level	Level	Level	Level	Level
Utility of Site	Poor/not developable with a building	Good (20%)	Good (20%)	Good (20%)	Good (20%)
Total Physical Adjustments	(\$4) (25%)	(\$5) (30%)	(\$7) (35%)	(\$4) (25%)	
Adjusted \$/SF	\$11	\$11	\$12	\$13	

CONFIRMATION INFORMATION

Company	L3 Corporation	Avison Young	Nai Desco	Compstak: Costar
Name	John Notter	Jay Travis	Michelle Goodwin	Confidential



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	4400 S Kingshighway Blvd, St. Louis, MO, 63109	5.3
COMPARABLE 2	2	3830 S. Grand Avenue, St. Louis, MO, 63118	4.2
COMPARABLE 3	3	5956-5958 Delmar Blvd, 5956 Delmar Blvd, St. Louis, MO, 63112	5.4
COMPARABLE 4	4	2101 Delmar Blvd, St. Louis, MO, 63103	0.8

LAND SALE EXHIBITS



COMPARABLE 1



COMPARABLE 2



COMPARABLE 3



COMPARABLE 4

LAND SALES ADJUSTMENT DISCUSSION

The comparable land sales indicate an overall unadjusted value range from \$15/SF to \$19/SF, and average of \$17/SF. After adjustments, the comparables indicate a narrower range for the subject site between \$11/SF and \$13/SF with an average of \$12/SF. The adjustment process is described below.

Land Sale 1 (\$11/SF Adjusted) – Site containing 0.61 acres is a previously developed site with a 600 SF building with double drive thru. Marketed for land only. Located on a corner at a lighted intersection. Property was listed for \$450,000 and sold for \$400,000 "as is". The sale price did not include demolition cost. Therefore, the adjusted sale price is estimated at \$403,600. The new owner most likely is going to develop the site with a Duncan Donuts.

This comparable is superior for location, shape and site utility warranting downward adjustments. It is inferior for access warranting an upward adjustment.

Land Sale 2 (\$11/SF Adjusted) – The site is an outlot on the corner of Grand Boulevard and Chippewas street with good exposure. Located .25 miles south of Gravois Road. Sale of vacant outlot to an urgent care user for new construction of an urgent care facility. Site was listed for \$940,896 or \$18.00/PSF.

This comparable is superior for location, exposure, shape, and site utility warranting downward adjustments. It is inferior for access warranting an upward adjustment.

Land Sale 3 (\$12/SF Adjusted) – The site is a single parcel located at the corner of Delmar Boulevard and De Griverville Ave which is a residential street. Site is located on Delmar Blvd just east of the Loop in close proximity to the Delmar Loop Metrolink stations and three blocks from the Washington University North Campus. The site is also just north of Forest Park and west of Central West End neighborhood.

This comparable is superior for size, location, exposure, and site utility warranting downward adjustments. It is inferior for access warranting an upward adjustment.

Land Sale 4 (\$13/SF Adjusted) – Two sites containing a total of 2.61 acres. Sites are level and grass/weed covered at time of sale. Two parcels sold together containing 2.61 acres with frontage along Delmar Boulevard and Dr Martin Luther King Drive. Secondary frontage is along N 22nd Street and N 21st Street. Per St. Louis City Assessors Office, a permit was filed in March 2025 for office use.

This comparable is inferior for size warranting an upward adjustment. It is superior for exposure, shape, and site utility warranting downward adjustments.

LAND VALUE CONCLUSION

The comparables indicate a unit value, based on a general bracketing analysis, between \$11/SF and \$13/SF. Based on the subject's overall locational and physical features, a unit value conclusion of \$11/SF is supported. The appraiser has given most weight to the lower end of the range based upon the unknown effect of the foam substance inhibiting the development of the site with an improved building and the cost to cure the site for development. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value.

LAND SALES COMPARISON APPROACH CONCLUSION (SF)							
	TRANSACTION		ADJUSTMENT			NET	GROSS
	PRICE	TRANSACTIONAL ¹	ADJUSTED	PROPERTY ²	FINAL	ADJ	ADJ
1	\$15	0%	\$15	(25%)	\$11	(27%)	36%
2	\$16	0%	\$16	(30%)	\$11	(31%)	50%
3	\$19	0%	\$19	(35%)	\$12	(37%)	45%
4	\$17	0%	\$17	(25%)	\$13	(24%)	45%
HIGH	\$19	0%	\$19	(25%)	\$13	(24%)	50%
AVG	\$17	0%	\$17	(29%)	\$12	(30%)	44%
MED	\$17	0%	\$17	(28%)	\$12	(29%)	45%
LOW	\$15	0%	\$15	(35%)	\$11	(37%)	36%
SUBJECT SF			\$/SF		VALUE		
Total Land Area	25,135	x	\$11	=	\$276,485		
INDICATED VALUE (ROUNDED TO NEAREST \$10,000)			\$11		\$275,000		

¹Cumulative ²Additive

We recognize that all four of the comparables are adjusted downward, and the value is not bracketed. As a test of reasonableness, we looked at an improved sale purchased by the client in 2023 at 909 N 14th, St. Louis Mo for \$350,000. The property was improved with a 6,200 square foot single story office building. To determine the value of the land we utilized the building's current marketed lease rate of \$12.00/sf full service. We calculated a rate of \$9.16/sf for the land. We feel the location is slightly inferior, a time adjustment upward should be applied, and the size is slightly larger, a rate for the subject would be higher. The rate of \$11.00 per square foot is considered reasonable.

909 N 14th Street

sf	6200	
Asking Rent	\$12.00	Full-Service Terms
Deduction for Negotiation	\$10.20	15% off for negotiation
Market Expense \$/sf	\$8.00	\$ /sf estimated expenses
Net rent	\$2.20	Net rent after expenses including reserves
Potential Gross Rent	\$13,640	potential gross rent
Downtown Vacancy Rate	20%	CBD office vacancy rate
Effective Rent	10912	Effective rent
Cap Rate	14%	12% going cap rate for building & Land in Stl CBD, adding 2% for building only.
Building only/value	77942.86	Building value
Purchase Price	350000	Spent \$350,000
Land less building	272057.1	Residual land value
Land Area	0.68	
Square Feet	29700	
Price/sf	9.160173	

Value is below that of the subject but is a rough calculation to support.

Indicates that land is not worth less than \$9.16/sf.

The subject is in slightly better location
and merits a slightly higher rate per
square foot.

RECONCILIATION OF VALUE CONCLUSIONS

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate).

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

As previously discussed, the **Cost Approach** was not presented in this analysis. This approach has no application due to the fact that there are no improvements on the subject site. The exclusion of the Cost Approach does not diminish the credibility of the value conclusion.

The price per square foot method has been presented in the **Sales Comparison Approach**. There have been limited sales of properties similar to the subject in the market area in the current market conditions, which decreases the validity of this approach. The most likely buyer for the subject would be an investor-developer and this approach is attributed single emphasis.

The **Income Approach** to value is not utilized herein given that there is not any income in place at the site, nor is there a potential for revenue to be present once developed.

After considering all factors relevant to the valuation of the subject property, single emphasis is attributed to the Sales Comparison Approach only in the following As-Is market value.

RECONCILIATION OF VALUES	
VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple Estate
Date	September 4, 2025
LAND VALUE	
LAND CONCLUSION	\$275,000
\$/SF Total Land Area	\$11
FINAL VALUE CONCLUSION	
FINAL VALUE CONCLUSION	\$275,000
\$/SF Total Land Area	\$11

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- ▶ The statements of fact contained in this report are true and correct.
- ▶ The reported analyses, opinions, and conclusions of the signers are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ▶ The signers of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- ▶ Michael Jersa has performed no services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- ▶ The signers are not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ▶ The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ▶ The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ▶ The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- ▶ Michael Jersa has not physically inspected the property that is the subject of this report. Susan Meldrum has physically inspected the site which is the subject of this report.
- ▶ No one provided significant real property appraisal assistance to the appraisers signing the certification.
- ▶ The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ▶ As of the date of this report, Michael Jersa has not completed the continuing education program for Candidates of the Appraisal Institute.



Michael Jersa
Certified General Real Estate Appraiser
Missouri License No. 2016042302
Expiration Date 6/30/2026



Susan Meldrum
Certified General Real Estate Appraiser
Missouri License No. 2013012875
Expiration Date 6/30/2026

ASSUMPTIONS & LIMITING CONDITIONS

- ▶ Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- ▶ This analysis assumes that the information provided for this appraisal accurately reflect the current condition of the subject property.
- ▶ This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- ▶ The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- ▶ The statements of value and all conclusions shall apply as of the dates shown herein.
- ▶ There is no present or contemplated future interest in the property by the appraisers which is not specifically disclosed in this report.
- ▶ Without the written consent or approval of the authors neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraisers and the company with which the appraisers are connected.
- ▶ This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the authors no portion of the report stands alone.
- ▶ We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- ▶ The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- ▶ The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- ▶ The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- ▶ The liability of Lauer, Jersa & Associates, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraisers are in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- ▶ The appraisers are not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Lauer, Jersa & Associates and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- ▶ The appraiserS assume no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA). Lauer, Jersa & Associates, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance.
- ▶ This appraisal assumes that the subject meets an acceptable level of compliance with ADA standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- ▶ Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil conditions.

QUALIFICATIONS OF MICHAEL JERSA III, CCIM, MBA

EXPERIENCE

Mr. Jersa, has worked in the commercial real estate field since 2008. He joined The Lauer Appraisal Company as an associate appraiser in 2012. Prior to joining Lauer Appraisal, Mr. Jersa was a commercial real estate agent with Solon Gershman Inc, and Coldwell Banker Commercial focusing on office, industrial, and investment properties. In 2019, Mr. Jersa purchased the firm and renamed firm to Lauer, Jersa & Associates. Mr. Jersa has appraised a variety of property types including industrial, general and medical office, office/warehouse, vacant land, retail, and special purpose properties.

PROFESSIONAL AFFILIATIONS

CCIM Certified Commercial Investment Member
Missouri State Certified General Real Estate Appraiser (License Number 2016042302) Illinois State Certified General Real Estate Appraiser (License Number 553.002747)

ACADEMIC

Lindenwood University: Masters Business Administration
Benedictine College: B.S. in History with minor in Business Administration
CCIM: Real Estate Investment Courses
St. Louis Real Estate Board, Numerous Real Estate Courses
Candidate for Designation with the Appraisal Institute

APPRAISAL INSTITUTE COURSES

Basic Appraisal Principles
Basic Appraisal Procedures
National USPAP course
General Appraiser Market Analysis and Highest and Best Use Statistics, Modeling and Finance
General Appraiser Sales Comparison Approach
General Appraiser Site valuation and Cost Approach
General Appraiser Income Approach
General Appraiser Report Writing and Case Studies
Advanced Income Capitalization
Advanced Concepts and Case Studies
Quantitative Analysis
Advanced Highest and Best Use

GEOGRAPHIC EXPERIENCE

Mr. Jersa's primary appraisal experience is in the St. Louis Metropolitan Area, including the City of St. Louis, St. Louis County, St. Charles County, Jefferson County, St. Francois County, Franklin County, St. Clair County, Monroe County, Madison County and Jersey County

State of Missouri

Division of Professional Registration
State Certified General Real Estate Appraiser



VALID THROUGH JUNE 30, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 2016042302
MICHAEL J JERSA, III
LAUER, JERSA & ASSOCIATES
100 CHESTERFIELD BUS. PKWY. STE 200
SAINT LOUIS MO 63005
USA

MICHAEL J JERSA, III
LAUER, JERSA & ASSOCIATES
100 CHESTERFIELD BUS. PKWY. STE 200
SAINT LOUIS MO 63005
USA

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Real Estate Appraisers Commission
State Certified General Real Estate Appraiser



VALID THROUGH JUNE 30, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 2016042302

MICHAEL J JERSA, III
LAUER, JERSA & ASSOCIATES
100 CHESTERFIELD BUS. PKWY. STE 200
SAINT LOUIS MO 63005
USA

Vivian Beauchamp
EXECUTIVE DIRECTOR

Sheila Solen
DIVISION DIRECTOR

QUALIFICATIONS OF SUSAN F. MELDRUM

EXPERIENCE

Susan F. Meldrum has been in the real estate industry from 2005 to present. During 2005, she worked as an assistant to a certified general appraiser. In 2006, she started taking classes to accomplish and obtain a certified general license with the state of Missouri. In 2013, Susan obtained her certified general license. Since 2006, Susan has appraised all forms of commercial real estate including office worship facilities, condominium projects shopping centers, daycares, industrial buildings, mobile home parks, storage lots, retail centers, multi-family, restaurants and auto dealerships. Susan has experience with the tax appeal process and has attended hearings. Susan is currently working towards her designation of MAI.

PROFESSIONAL AFFILIATIONS

Missouri State Certified General Real Estate Appraiser (License Number 2013012875)

ACADEMIC

University of Missouri BSBA with an emphasis in marketing - St. Louis 2002

APPRAISAL INSTITUTE COURSES

Basic Appraisal Principles
Basic Appraisal Procedures
National USPAP course
General Appraiser Market Analysis and Highest and Best Use
Exploring Appraiser Liability
Appraising Complex Residential Properties
Appraisal Reviews: Residential and Commercial
Income Approach: Direct and Yield Capitalization
Eminent Domain and Condemnation
Analyzing Operating Expenses
Forecasting Revenue
Advanced Concepts & Case Studies
Advanced Income Capitalization
Real Estate Finance Statistics
Analyzing Tenant Credit Risk and Commercial Lease Analysis
Forecasting Revenue

GEOGRAPHIC EXPERIENCE

Ms. Meldrum's primary appraisal experience is in the St. Louis Metropolitan Area, including the City of St. Louis, St. Louis County, St. Charles County, Jefferson County, St. Francois County and Franklin County

State of Missouri

**Missouri Department of Commerce and Insurance
Division of Professional Registration
Real Estate Appraisers Commission
State Certified General Real Estate Appraiser**

VALID THROUGH JUNE 30, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 2013012875

SUSAN F MELDRUM
1334 VIRGINIA DR
ELLISVILLE MO 63011
USA



Vivian Beauchamps
EXECUTIVE DIRECTOR

Sheila Solon
DIVISION DIRECTOR

4400 S Kingshighway Blvd

Comparable 1

Sale Information

Buyer	DSV Properties LLC	
Seller	Blackstone Properties LLC	
Sale Date	2/26/2024	
Transaction Status	Recorded	
Sale Price	\$400,000	\$15.08 /SF Land
Analysis Price	\$403,600	\$15.21 /SF Land
Recording Number	Not Reported	
Rights Transferred	Fee Simple	
Financing	Conventional	
Conditions of Sale	Arm's Length	
Marketing Time	277 days	

Property

Land Area	0.609 Acres (26,528 SF)
Number of Parcels	1
Zoning	F
Shape	Generally Rectangular
Topography	Level
Corner	No



4400 S Kingshighway Blvd
St. Louis, MO 63109

Submarket
St. Louis City South

APN
6455-00-0240-0



Confirmation

Name	John Notter
Company	L3 Corporation
Phone Number	314-282-9825
Affiliation	Listing Broker
Date	7/15/2024

Remarks

Site containing 0.61 acres is a previously developed site with a 600 SF building with double drive thru. Marketed for land only. Located on a corner at a lighted intersection.

Property was listed for \$450,000 and sold for \$400,000 "as is". The sale price did not include demolition cost. Therefore, the adjusted sale price is estimated at \$403,600. The new owner most likely is going to develop the site with a Duncan Donuts.

South Grand (3830)

Comparable 2

Sale Information

Buyer	Family Care Health Centers	
Seller	HFHSL QALICB Real Estate Holding LLC	
Sale Date	8/30/2024	
Transaction Status	Closed	
Sale Price	\$862,448	\$16.50 /SF Land
Analysis Price	\$862,448	\$16.50 /SF Land
Rights Transferred	Fee Simple	
Financing	Cash	
Conditions of Sale	Normal	
Marketing Time	2404 days	

Property

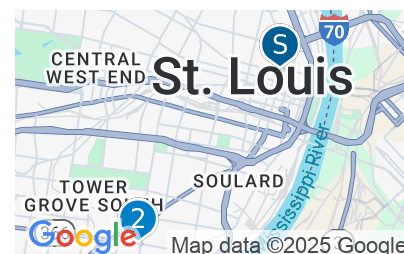
Land Area	1.2 Acres (52,272 SF)
Number of Parcels	1
Zoning	F
Shape	Rectangular
Topography	Level
Corner	Yes
View	No
Utilities	All to site
Easements	None note
Environmental	None noted



3830 S. Grand Avenue
St. Louis, MO 63118

Submarket
St. Louis City South

APN
1608-00-00154



Confirmation

Name	Jay Travis
Company	Avison Young
Affiliation	Listing agent
Date	3/12/2025

Remarks

The site is an outlot on the corner of Grand Boulevard and Chippewas street with good exposure. Located .25 miles south of Gravois Road.

Sale of vacant outlot to an urgent care user for new construction of an urgent care facility. Site was listed for \$940,896 or \$18.00/PSF.

5956-5958 Delmar Blvd, 5956 Delmar Blvd

Comparable 3

Sale Information

Buyer	Gloria Montano
Seller	800 N 17th LLC
Sale Date	9/30/2024
Transaction Status	Closed
Sale Price	\$150,000 \$19.32 /SF Land
Recording Number	Not recorded
Rights Transferred	Fee Simple
Financing	Cash
Conditions of Sale	Normal
Marketing Time	58 days

Property

Land Area	0.1782 Acres (7,762 SF)
Number of Parcels	1
Zoning	F
Shape	Irregular
Topography	Level
Corner	Yes

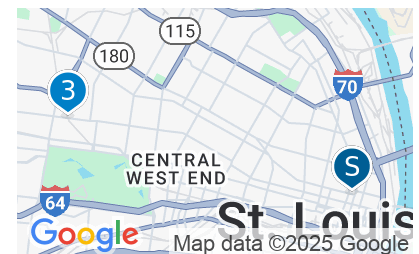


5956-5958 Delmar
Blvd, 5956 Delmar Blvd
St. Louis, MO 63112

County
St. Louis

Submarket
St. Louis City

APN
5514-00-0010-0



Confirmation

Name	Michelle Goodwin
Company	Nai Desco

Remarks

The site is a single parcel located at the corner of Delmar Boulevard and De Griverville Ave which is a residential street.

Site is located on Delmar Blvd just east of the Loop in close proximity to the Delmar Loop Metrolink stations and three blocks from the Washington University North Campus. The site is also just north of Forest Park and west of Central West End neighborhood.

2101 Delmar Blvd

Comparable 4

Sale Information

Buyer	Marshall Road Enterprises LLC
Seller	2233 Delmar LLC
Sale Date	11/20/2024
Transaction Status	Closed
Sale Price	\$1,910,000 \$16.81 /SF Land
Recording Number	2024.177
Rights Transferred	Fee Simple
Financing	Conventional
Conditions of Sale	Normal

Property

Land Area	2.6079 Acres (113,600 SF)
Number of Parcels	2
Zoning	J
Shape	Rectangular
Topography	Level

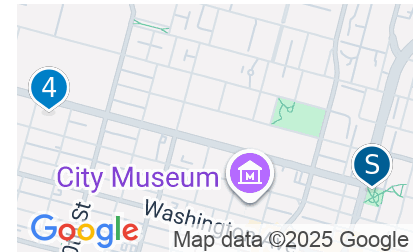


2101 Delmar Blvd
St. Louis, MO 63103

County
St. Louis

Submarket
CBD

APN
0937-00-0105-0,
0937-00-0115-0



Confirmation

Company Abbott Properties, Compstak: Costar

Remarks

Two sites containing a total of 2.61 acres. Sites are level and grass/weed covered at time of sale.

Two parcels sold together containing 2.61 acres with frontage along Delmar Boulevard and Dr Martin Luther King Drive. Secondary frontage is along N 22nd Street and N 21st Street. Per St. Louis City Assessors Office, a permit was filed in March 2025 for office use.

Date of Agreement: Friday, August 8, 2025

900 N Tucker Building, LLC
John Berglund
P.O. Box 16220
Clayton, MO 63105

Michael Jersa
Principal
314-531-4000 Ext 105
mjersa@lauerjersa.com

john@starwoodstl.com

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This Professional Services Agreement (this "Agreement") is made and entered into on August 8, 2025 (the "Effective Date"), by and between Lauer, Jersa & Associates and 900 N Tucker Building, LLC (herein referred to as "Client").

Project Name

Property Identification

1134 Dr Martin Luther King Dr, St. Louis, MO 63106

Property Type

Retail

Interest Valued

Fee Simple Interest

Intended User(s)

The appraisal will be prepared for the above-mentioned client. Intended users include the client.

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

The client is also hereby informed that if this engagement is directly with the owner of the Property, the Appraisal may not be accepted by many federally insured lenders due to FIRREA Compliance and would likely not be accepted for future financing of said property.

Intended Use

The report to be performed under this Agreement ("Appraisal") is intended for Establish Sales Price.

Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

Type of Value

As-Is

Date of Value

Date of inspection

Report Type

Appraisal Report

Level of Analysis

Detailed

Professional Fee

\$1,900

Retainer

100% - Retainer payment is required to begin the work. Please include a check with the original executed Professional Service Agreement.

Expenses

Fees include all associated expenses.

Payment Terms

Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within five (5) days of the date of Appraiser's invoice.

SCOPE OF WORK

Site Inspection	Interior and exterior observation, on-site
Valuation Approaches	Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws. Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches: ▶ Sales Comparison Approach The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request. <i>Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.</i>
Delivery	3 weeks (effective from date of 100% retainer or signed/returned engagement contract, whichever is later)
Number of Reports	One (1) Electronic Final Appraisal and Two (2) hard copies (for \$100 each at the request of Client)
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter.

PROPERTY DATA REQUEST

Please forward any additional materials you would consider relevant in the analysis of the subject property. Such items may include, as applicable, an accurate property description, site survey, current rent roll, copies of leases, at least three years of historical operating statements, purchase and sale agreement, title report, any environmental reports or other third party reports, or any other sources of information known to exist that may impact the valuation of the property.

Our ability to honor the terms of this Agreement will require Client's response within five (5) business days. If you have questions regarding the enclosed, please feel free to contact me. Lauer, Jersa & Associates appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, John Berglund, agree to the above stated terms and authorize Lauer, Jersa & Associates to prepare the above referenced appraisal.



John Berglund

Date: 8.11.2025

Respectfully,

LAUER, JERSA & ASSOCIATES


Michael Jersa
Principal

TERMS AND CONDITIONS

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to

the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions contained within the appraisal report

Appendix B: Information Request

Summary
Board Bill Number 53
Introduced by Alderwoman Laura Keys
July 11, 2025

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic to calm the flow of traffic on the 4100, 4200, 4300, 4400, 4500, and 4600 blocks of Carter Avenue.

BOARD BILL NUMBER 53 INTRODUCED BY ALDERWOMAN LAURA KEYS

1 An ordinance directing the Director of Streets to install speed humps pursuant to **Ordinance**
2 **Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the
3 on the 4100, 4200, 4300, 4400, 4500, and 4600 blocks of Carter Avenue.

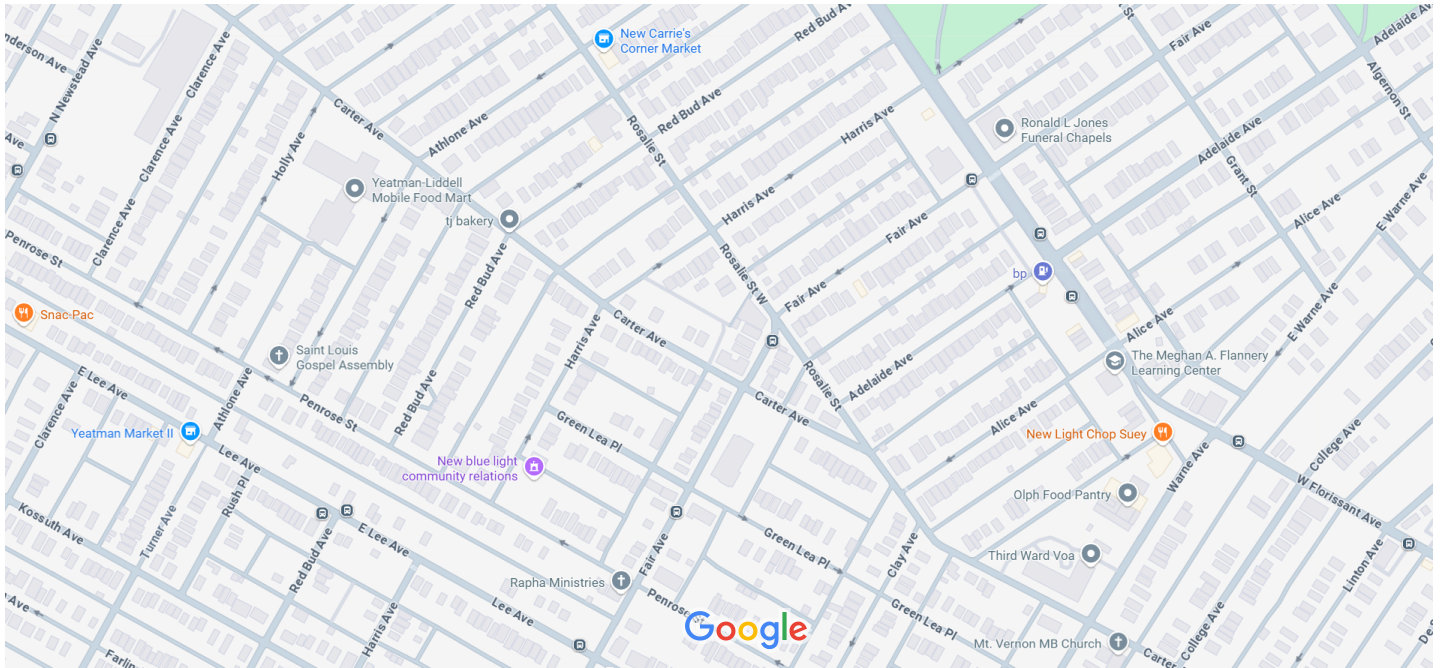
4 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:**

5 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance**
6 **Number 71394** the Director of Streets is hereby directed to install speed humps to calm the
7 flow of traffic at the following locations:

8 Two speed humps shall be installed on each of the following blocks of Cater Avenue:
9 the 4100, 4200, 4300, 4400, 4500, and 4600 blocks of Carter Avenue.



Board Bill Number 53
Map: 4100 - 4600 Blocks of Carter Ave.



Map data ©2025 Google 200 ft

Summary
Board Bill Number 67
Introduced by Alderman Michael Browning
September 19, 2025

Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 9th ward.

BOARD BILL NUMBER 67 INTRODUCED BY ALDERMAN MICHAEL BROWNING

1 Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an
2 ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in
3 the 9th ward.

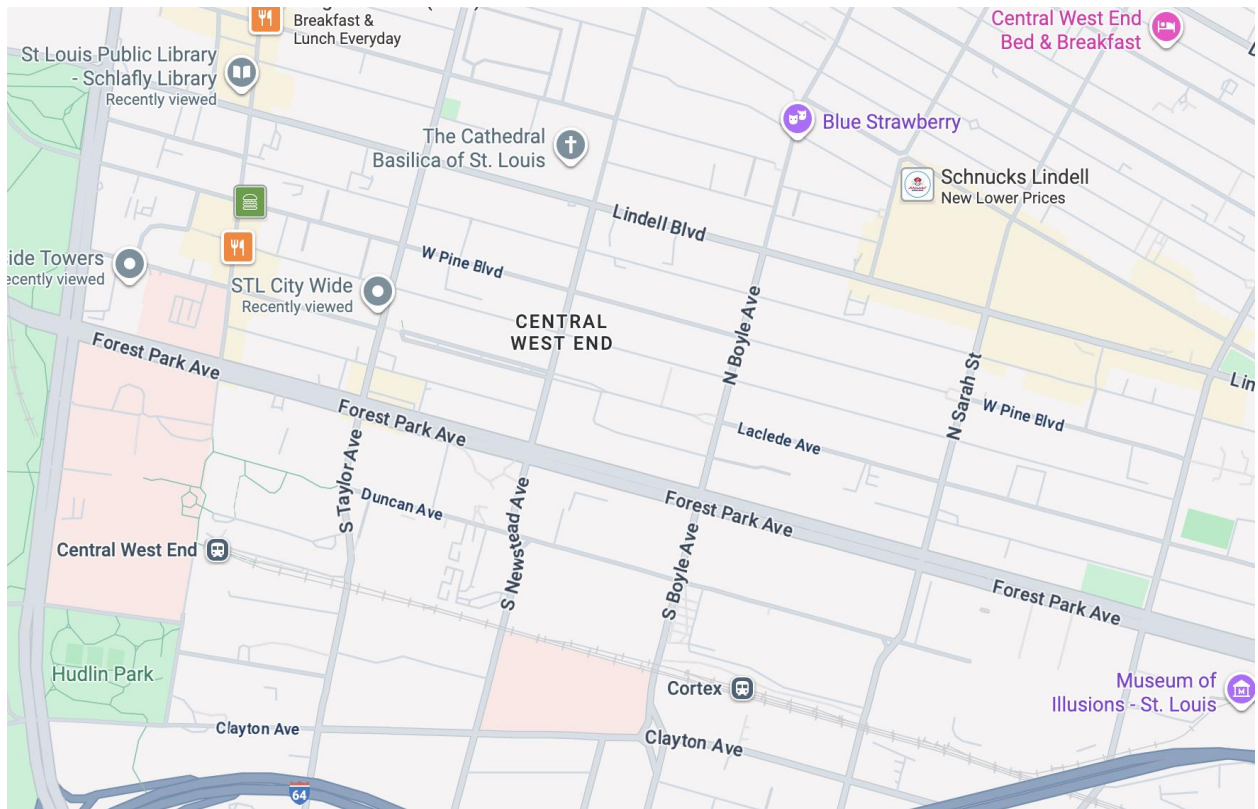
4 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:**

5 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number**
6 **71394** the Director of Streets is hereby directed to install speed humps to calm the flow of traffic
7 in the 9th ward as follows:

8 Speed Hump(s) shall be installed on the 4300 Block of West Pine Blvd.

Board Bill Number 67

Map: 4300 Block of West Pine Blvd.



Summary
Board Bill Number 78
Committee Substitute
Introduced by Alderwoman Anne Schweitzer
October 3, 2025

An ordinance updating the Forestry Division's regulations relating to weeds, native plants, and other vegetation in the City of St. Louis; containing definitions, reporting, abatement, enforcement, and severability provisions.

**BOARD BILL NUMBER 78 COMMITTEE SUBSTITUTE INTRODUCED BY
ALDERWOMAN ANNE SCHWEITZER
COSPONSOR: ALDERMAN MICHAEL BROWNING**

An ordinance updating the Forestry Division’s regulations relating to weeds, native plants, and other vegetation in the City of St. Louis; containing definitions, reporting, abatement, enforcement, and severability provisions.

WHEREAS, St. Louis City encourages the preservation, restoration, and management of native plant communities and wildlife habitats within the City limits. The city recognizes that the use of wildflowers and other native plants in home, school, corporate, municipal, or other managed landscapes is economical, reduces maintenance, and effectively conserves water, soil, and other elements of the natural community. Moreover, landscaping with native plants and the preservation, restoration, and management of native plant communities and wildlife habitats may preclude the introduction of pesticides, herbicides, fertilizers, and other pollutants into the environment; and

WHEREAS, the City further acknowledges the need to enjoy and benefit from the biodiversity, beauty, and practical values of natural landscapes, and seeks to assure that residents have the freedom to employ varying degrees of natural landscaping as viable and desirable alternatives to other conventional modes of landscaping; and

WHEREAS, the City seeks to encourage each property owner to create and sustain a condition of ecological resiliency on their land. It is not the intent of this legislation to allow vegetative areas to be unmanaged or overgrown in any way that may adversely affect the public health or safety, or pose a threat to agricultural activity; and

WHEREAS, it is the express intent of this city that it shall be lawful to grow native

1 plants, including, but not limited to, ferns, grasses, forbs, aquatic plants, trees, and shrubs in a
2 landscape when these plants were obtained not in violation of local, state, or federal laws; and

3 **WHEREAS**, Growth of weeds and other vegetation and the presence of debris on land in the
4 City of St. Louis are detrimental to and endanger the public health, safety, and welfare of the
5 residents of the City; and

6 **WHEREAS**, The City recognizes the need to monitor and regulate the growth of nuisance and
7 noxious plants, and through this ordinance amends and strengthens the process for the collection
8 of fees and fines assessed by the Forestry Division.

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

10 **SECTION ONE. Repeal**

11 **Ordinance Number 59860** is hereby repealed in its entirety, and in lieu thereof, a new
12 ordinance is hereby enacted as follows.

13 **SECTION TWO. Purpose and Intent**

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

15 A. Growth of unmanaged vegetation and the presence of debris on land in the City of St.
16 Louis are detrimental to and endanger the public health, safety, and welfare of the
17 residents of the City; and

18 B. Such growth of unmanaged vegetation and the presence of debris are a concern to the
19 residents of the City; and

20 C. Prevention and correction of such conditions are properly the duties and responsibilities
21 of property owners, but if the owner does not manage it then it shall be abated by the

1 City.

2 **SECTION THREE. Definitions**

3 A. “City” shall mean the City of St. Louis, Missouri.

4 B. “City Property” shall mean all real property which is owned, leased, or maintained by the
5 City, any part of any right-of-way within the City, including city-managed parks.

6 C. “Commissioner” shall mean the Commissioner of Forestry of the City of St. Louis.

7 D. “Chronic violation” shall mean the third or more confirmed violations of this Code on the
8 same property during a calendar year.

9 E. “Chronic violator” shall mean a property that qualifies as a chronic violation in the
10 current year or the prior year.

11 F. “Carriage Walk” shall mean a section of concrete in the tree lawn connecting the public
12 street to the public sidewalk.

13 G. “Department of Health” shall mean the designated employees of the Department of
14 Health and Hospitals of the City of St. Louis.

15 H. “Forestry Division” shall mean designated employees of the Forestry Division of the City
16 of St. Louis.

17 I. “Health Commissioner” shall mean the Health Commissioner of the City of St. Louis.

18 J. “Invasive Plant” shall mean a non-native vegetation species that grows aggressively in
19 the State of Missouri, as listed by the Missouri Department of Conservation and/or listed
20 in the annual Vegetation Memo.

1 K. “Managed natural landscape” shall mean planned, intentional, and maintained planting of
2 native and ornamental plants, including but not limited to rain gardens, meadow, prairie,
3 vegetation, and ornamental plantings. For purposes of this definition, the following words
4 and phrases shall have the following meanings:

5 a. “Meadow vegetation” shall mean grasses and flowering broad-leaf plants that are
6 native to the State of Missouri, and that are commonly found in meadow and
7 prairie plant communities, not including invasive plants, nuisance plants, or
8 noxious weeds, as defined in this section.

9 b. “Ornamental plants” shall mean grasses, perennials, annuals, and groundcovers
10 purposefully planted for aesthetic reasons.

11 c. “Rain garden” shall mean a native plant garden that is designed not only to
12 aesthetically improve properties but also to reduce the amount of stormwater and
13 accompanying pollutants from entering streams, lakes, rivers, and other bodies of
14 water.

15 L. “Native Plant” shall mean those plants, including but not limited to, grasses (including
16 prairie grasses), sedges, rushes, forbs (flowering broadleaf plants), vines, shrubs, ferns,
17 groundcovers, and trees that are native, as listed by the Missouri Department of
18 Conservation and/or listed in the annual Vegetation Memo.

19 M. “Non-Occupied Parcel” shall mean a parcel of land with no lawfully permitted occupant.

20 N. “Noxious Weed” shall mean a vegetation species that is listed as a Missouri State
21 Noxious Weed by the United States Department of Agriculture and/or listed in the annual

Vegetation Memo.

O. “Nuisance Plant” shall mean toxic species known to cause death or severe allergic reactions among a segment of the human population, such as Poison Hemlock, Poison Ivy, and Ragweed, as listed by the Missouri Department of Conservation and/or listed in the annual Vegetation Memo.

P. “Owner” shall mean a person owning or otherwise in legal control of property.

Q. “Person” shall mean an individual person, corporation, association, or entity of any kind.

R. “Shared Use Path” shall mean a multi-use path designed primarily for use by bicyclists, pedestrians, and other authorized motorized and non-motorized users, for transportation purposes, and that may also be used for recreation. Shared use paths are physically separated from motor vehicle traffic by an open space or barrier and are either within the highway or other public right-of-way.

S. “Sidewalk” shall mean the portion of the street between the curb line and the adjacent property line, intended for the use of pedestrians.

T. “Sustenance Garden” shall mean a cultivated area dedicated to growing vegetables, herbs, fruits, nuts, and seeds meant for human consumption.

U. “Tree Lawn” shall mean the area between the public sidewalk and public street that often has trees or other vegetation that is part of the public right-of-way.

V. “Turf-grass lawn” shall mean a lawn comprised mostly of grasses commonly used in regularly cut lawns or play areas intended to be maintained at a height of no more than seven (7) inches.

1 W. “Right-of-Way” shall mean property located within and adjoining streets, roads, and
2 alleys within the City, which is owned, controlled, or maintained by the City, including
3 but not limited to areas commonly referred to as the “tree lawn” between the public
4 sidewalk and the public street.

5 X. “Unmanaged vegetation growth” shall mean an area not maintained in which any
6 turfgrass, hay, weeds, brush, or other vegetation has grown to a height of over seven (7)
7 inches or the presence of invasive, nuisance, or noxious plant vegetation as a result of the
8 absence of active cutting, mowing, or other maintenance. This definition shall not
9 include:

- 10 a. Sustenance Garden as defined in this section;
- 11 b. Managed natural landscape area(s) that is wholly contained within the parcel on
12 which it is planted and maintained;
- 13 c. Vegetation located on agricultural land;
- 14 d. Vegetation found on shoreland within 35 feet of the ordinary high-water mark.

15 **SECTION FOUR. Reporting**

16 A. The Forestry Division shall annually report to the Health and Human Development
17 Committee or its successor the second week in January, presenting the Vegetation Memo.

- 18 a. Annual Vegetation Memo may include:
 - 19 i. List of prohibited debris on lots and land;
 - 20 ii. Methods the City will use during the year to abate weed and debris
21 nuisances;

1 iii. Abatement fee including equipment, labor costs, quantity of material used,
2 clerical costs, and other data appropriate to document the actual cost of the
3 abatement;

4 iv. Other information the Commissioner of Forestry deems necessary and
5 appropriate, including any Native Plants, Noxious Weeds, and Nuisance
6 Plants that are not on the Missouri Department of Conservation or United
7 States Department of Agriculture lists, and examples of native landscape
8 restorations and best practices for design and maintenance.

9 **SECTION FIVE. Public Nuisance and Responsibility of Property Owner**

10 A. All unmanaged vegetation growth or noxious weeds that have attained a height of seven
11 (7) inches or more growing or being upon any lot or land, including the tree lawn and
12 midpoint of the alley within the City, are hereby declared a public nuisance. Every owner,
13 occupant, or person in control of any lot or land, including the tree lawn and midpoint of
14 the alley within the City, shall cause such lot or land to be kept free from such noxious
15 weeds, invasive plants, or nuisance plants by methods approved by the Commissioner of
16 Forestry.

17 B. Managed natural landscapes may include plants and native grasses in excess of seven (7)
18 inches in height and which have gone to seed, but may not include any noxious weeds,
19 nuisance plants, or invasive plants, and shall be maintained so as not to include
20 unintended vegetation.

- 1 a. Managed natural landscapes may not include any noxious weeds, nuisance plants,
2 or invasive plants, or any other plantings, which, due to location and manner of
3 growth, constitute a hazard to the public or may cause injury or damage to
4 persons or property.
- 5 b. Managed natural landscapes shall not include turf-grass lawns left unattended for
6 the purpose of returning to a natural state.
- 7 c. Managed natural landscapes on the right-of-way shall not obstruct sight distance
8 for vehicular, bicycle, or pedestrian traffic as determined by the City.
- 9 d. All vegetation on private property shall be maintained so that no part thereof is
10 obstructing the public right-of-way, and shall be trimmed or maintained in order
11 to allow at least eight (8) feet of vertical clearance for streets, sidewalks, and
12 shared use paths. Vegetation shall be cultivated so as not to intrude into the public
13 right-of-way in such a manner as to create a hazard for pedestrians using the
14 sidewalk or shared use path.
- 15 e. Street light poles, public utility poles, traffic signals, and street signs of any type
16 shall be kept free of all climbing or creeping vegetation.
- 17 f. Managed natural landscapes in the tree lawn shall adhere to the following
18 parameters and be maintained by the property owner:
- 19 i. In a four (4) feet radius from all fire hydrants, no vegetation shall attain a
20 height of seven (7) inches or more;

1 ii. All vegetation shall ensure the public right-of-way is clear, including
2 carriage walks;

3 iii. All vegetation shall not attain a height greater than twenty-four (24)
4 inches;

5 iv. At least every ten (10) feet if no carriage walk is present, then there shall
6 be no vegetation greater than twelve (12) inches for a continuous four (4) foot
7 area.

8 C. The City shall not be liable for damage to any vegetation planted, or to any property or
9 fixtures placed, in or upon the City right-of-way that results from work performed by the
10 City in the tree lawn or right-of-way.

11 D. The presence upon any lot or lands, other than properly licensed and operated salvage
12 yards, within the City of debris of any and all kinds and varieties included in the annual
13 Vegetation Memo or determined by the Commissioner of Forestry to be unhealthy,
14 unsanitary, or unsafe is hereby declared a public nuisance. It is the duty of every owner,
15 occupant, or person in control of any lot or land, including the tree lawn and midpoint of
16 alley within the City, to remove debris from such lot or land forthwith.

17 E. It shall be unlawful for any person, firm, or corporation to be in conflict with or in
18 violation of any of the provisions of any code relating to nuisances in the City of St.
19 Louis, as such codes exist at the time of the effective date of this ordinance and as such
20 codes may be amended in the future.

1 **SECTION SIX. Abatement**

2 A. Whenever the Forestry Division determines that there has been a violation of Section
3 Five, notice shall be given to the owner or the person or persons responsible therefore in
4 the following manner:

5 a. Such notice shall:

6 i. Be in writing;

7 ii. Include a description of the lot or land;

8 iii. Include a statement of the violation(s) and the reason(s) the notice is being
9 issued;

10 iv. Include a correction order allowing up to ten (10) calendar days to abate
11 the nuisance; and

12 v. Inform the property owner of the right to appeal within thirty (30) days to
13 the Forestry Division, whose decision shall be final.

14 b. The notice shall be directed to the owner(s) of such lot or lands as recorded most
15 recently in the City of Saint Louis Assessor's Office. The notice shall be served in
16 one of the following ways:

17 i. Hand-delivered to the owner or owners; or

18 ii. Posting the notice in a conspicuous place in or about the lot or land affected
19 by such notice and shall be deemed served twenty-four (24) hours after the
20 posting thereof; or

1 iii. Mailing a copy of said notice by regular mail, postage prepaid, direct to the
2 owner(s) place of business or the address currently recorded in the Assessor's
3 Office of the City of Saint Louis, and shall be deemed served twenty-four (24)
4 hours after the mailing of the notice.

5 B. A non-occupied parcel shall only have to have one violation notice at the beginning of
6 the growing season to be abated.

7 C. If a condition is not abated within the time provided following the notice, the Forestry
8 Division may abate it, and the code official shall have the authority to issue an
9 administrative citation to any person responsible for the violation.

10 D. In the event any parcel in the City shall receive three (3) or more confirmed violations of
11 this ordinance specific to violations in the tree lawn or by written notice of the Forestry
12 Commissioner or their designee, the Forestry Division may remove or abate all
13 vegetative growth causing the source of violation.

14 E. When debris is found that, in the judgment of the Commissioner, may constitute an
15 immediate danger to public health and safety, they shall notify the Department of Health,
16 which shall inspect the property. Pursuant to Article XIII Section 14-C (c) of the City
17 Charter, if the Department of Health, on such inspection, finds a nuisance and that its
18 continuance is a danger to the public health and safety, they may order the Forestry
19 Division to abate such nuisance as soon as practicable.

20 F. After abating any nuisance, the Forestry Division shall record the following: date of the
21 abatement, location of the abatement, condition abated, the amount of personnel time and

1 equipment, quantity of material used, clerical costs, other data appropriate to document
2 the actual cost of the abatement, and date(s) of notice.

3 G. The Forestry Division shall bill the owners of any property on which the City abates a
4 nuisance under this ordinance for the cost of such abatement and an administrative
5 citation fine of one hundred dollars (\$100) for unmanaged vegetation growth and five
6 hundred dollars (\$500) for debris.

7 a. The administrative citation fine for repeat violations of the same code provision
8 by the same person at the same property shall be subject to additional fines as the
9 code official deems appropriate, so long as any such fine is assessed 30 days or
10 more after the previous fine date unless the property is marked in chronic
11 violation or as a chronic violator, then each day after notice of a nuisance and the
12 correction period from this ordinance is unabated may be considered a separate
13 violation.

14 b. The administrative citation fine shall include the following information:

- 15 i. The date of the violation or, if the date of the violation is unknown, then
16 the date the violation is identified;
- 17 ii. The address or a definite description of the location where the violation
18 occurred;
- 19 iii. The section of the applicable code violated and a description of the
20 violation;
- 21 iv. The amount of the fine for the code violation;

- v. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;
- vi. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;
- vii. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for a hearing form to contest the administrative citation may be obtained; and
- viii. The name and signature of the citing code official.

H. The Commissioner shall have the authority to waive fines and fees at their discretion.

I. Any administrative citation fine paid pursuant to subsection shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

J. Payment of a fine under this ordinance shall not excuse or discharge any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

J. Fines and fees may be collected in the following manners:

a. The fine and fee shall be paid to the City within thirty days from the date of the administrative citation.

b. The amount of the unpaid administrative citation fine may be certified by the

Forestry Division and submitted to the Office of the Comptroller for issuance of a

1 special tax bill, to be collected according to and in the same manner as real estate
2 taxes under, Chapter 71.285 RSMo.. These special tax bills may not be forgiven
3 except by the City Counselor, who shall, in writing, instruct the Forestry Division
4 to forgive such special tax bills or liens. Further, special tax bills shall be
5 permitted to be waived when ownership of said property for which the bill was
6 issued is accepted by the Land Reutilization Authority, Saint Louis Development
7 Corporation, or any other City agency.

8 c. The amount of the unpaid administrative fine and abatement fee may be certified
9 by the Forestry Division and submitted to the Office of the Comptroller for
10 issuance of a special tax bill or judgement lien, to be collected according to and in
11 the same manner as described under Chapter 479.011.5 RSMo. These special tax
12 bills or judgment liens may not be forgiven except by the City Counselor, who
13 shall, in writing, instruct the Forestry Division to forgive such special tax bills or
14 judgment liens. Further, special tax bills or judgment liens shall be permitted to be
15 waived when ownership of said property for which the bill was issued is accepted
16 by the Land Reutilization Authority, Saint Louis Development Corporation, or
17 any other City agency.

18 K. Any recipient of an administrative citation may contest that there was a violation of the
19 code or that they are the responsible party by completing a Request for Administrative
20 Hearing petition and returning it to the Forestry Division, along with a non-refundable
21 filing fee of \$20.00, within thirty days from the date of the administrative citation.

- 1 a. A Request for Administrative Hearing petition may be obtained from the Forestry
2 Division
- 3 b. The person requesting the hearing shall be notified of the time and place set for
4 the hearing at least ten (10) days prior to the date of the hearing.
- 5 c. If the code official submits an additional written report concerning the
6 administrative citation to the hearing officer for consideration at the hearing, then
7 a copy of this report also shall be served on the person requesting the hearing at
8 least five (5) days prior to the date of the hearing. The Forestry Division shall
9 designate the hearing officer for the administrative hearing.
- 10 d. A hearing prior to the hearing officer shall be set for a date that is not less than
11 fifteen (15) days and not more than ninety (90) days from the date that the request
12 for hearing is filed in accordance with the provisions of this ordinance.
- 13 e. At the hearing, the party contesting the administrative citation shall be given the
14 opportunity to testify and to present evidence concerning the administrative
15 citation; The party contesting the administrative citation may be represented by
16 counsel at any hearing, though this is not a requirement.
- 17 f. The failure of any recipient of an administrative citation to appear at the
18 administrative citation hearing shall constitute a failure to exhaust their
19 administrative remedies.
- 20 g. The code violation notice, property record, and related documentation in the
21 proper form, or a copy thereof, shall be prima facie evidence of the municipal

code violation. The code official who issued the notice of violation need not be present.

h. The hearing officer may continue the hearing and request additional information from the code official or the recipient of the administrative citation prior to issuing a written decision.

i. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be considered the final decision.

j. If the hearing officer determines that the administrative citation should be upheld, the hearing officer shall set forth in the decision a payment schedule for the fine.

k. If the hearing officer determines that the administrative citation should be canceled and the fine was deposited with the City, then the City shall promptly refund the amount of the deposited fine, together with interest at the average rate earned on the City's portfolio for the period of time that the fine amount was held by the City.

l. The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision.

SECTION SEVEN. Enforcement

A. Enforcement of this Ordinance shall be the joint responsibility of the Forestry Division, the Health Department, Street Department, Building Division, and the Police

1 Department. The Forestry Division or Health Department may however, refer properties
2 subject to this ordinance to the Building Division if they believe the building may also
3 have building code violations.

4 B. This ordinance should not be construed in any way as in contravention of the duties and
5 powers of the Forestry Commissioner relative to the abatement of any matter which may
6 constitute a nuisance, and shall not negate or preclude the availability of any other
7 remedies for violation of any other City of St. Louis Ordinance that might be applicable.

8 **SECTION EIGHT. Severability**

9 If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or
10 unenforceable, the remainder hereof shall be valid in all other respects and continue to be
11 effective and each and every remaining provision hereof shall be valid and shall be enforced to
12 the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would
13 have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a
14 further subsequent change in applicable law that renders valid a provision of the Ordinance that
15 was previously held to be invalid or unenforceable, said provision shall thereupon be restored to
16 its full effect, be capable of enforcement without further action by the City, and shall thereafter
17 again be binding.

Ordinance 59860
COMMITTEE SUBSTITUTE
BOARD BILL NO. 550

An ordinance pertaining to certain public nuisances; containing legislative findings and declarations; repealing Ordinances 55662 and 57628; providing that the presence of certain weeds over seven inches high, other vegetation, and debris on land in the City of St. Louis are public nuisances; establishing procedures for the abatement of public nuisances in the form of weeds and debris; providing for notices to owners of property in the City of such abatement procedures; assessing the cost of abatements of such nuisances by the City against the owners of the property; providing that unpaid bills for such abatements may be referred to the City Counselor or a collection agency for collection; providing for interest on such bills; requiring that notice of properties on which three abatements of nuisances by the City hereunder have occurred within twelve months be given to the alderman of the ward in which the property is located; with a severability clause and an emergency clause.

WHEREAS, Article I Sec. 1(25) of the City Charter empowers the City in pertinent part "to define and prohibit, abate, suppress and prevent ... and regulate all acts, practices, conduct, ... uses of property and all other things whatsoever detrimental or liable to be detrimental to the health, morals, comfort, safety, convenience or welfare of the inhabitants of the city and all nuisances and causes thereof"; and

WHEREAS, Article XIII Sec. 14-C(c) of the City Charter authorizes the health commissioner to declare and abate nuisances as provided by the charter, law or ordinance.

WHEREAS, the growth of weeds and the presence of debris of land in the City of St. Louis are harmful to the public health, safety and welfare;

Now, Therefore

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

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

(a) Growths of weeds and other vegetation and the presence of debris on land in the City of St. Louis are detrimental to and endanger the public health, safety and welfare.

(b) Such growths of weeds and other vegetation and presence of debris are of increasing concern to citizens of the City despite extensive efforts by the City to prevent and correct such conditions.

(c) Prevention and correction of such conditions are properly the duties and responsibilities of property owners.

(d) The present ordinance provisions concerning such conditions do not provide an effective system for requiring prevention and correction of such conditions by property owners.

Section Two. As used in this ordinance;

Forestry Commissioner means the Forestry Commissioner of the City of St. Louis or his designated employee.

Health Commissioner means the Health Commissioner of the City of St. Louis or his designated employee.

Occupied means improved with a structure which is being used for any purpose.

Substantial value means having an apparent resale value of One Hundred Dollars or more.

Section Three. Ordinance 55662 and Ordinance 57628 are hereby repealed.

Section Four. Any ordinance or City Code provision to the contrary notwithstanding this ordinance shall govern proceedings for the abatement of nuisance conditions as defined herein.

Section Five. Russian, Canadian, or common thistle, wild lettuce, wild mustard, wild parsley, ragweed, milkweed, ironweed, poisonous plants or shrubs, and all other unattended vegetation and noxious weeds which have attained a height of seven inches or more growing or being upon any lot or lands within the City, and unattended growths of shrubs, trees, and seedlings, which in the opinion of the Commissioner of Forestry, are unsightly and which may impede the clearing of any lot or lands within the City contrary to the general purpose of this ordinance, are hereby declared a public nuisance. Every owner, occupant, or person in control of any lot or land within the City shall cause such lot or lands to be kept free from such noxious weeds and vegetation by destroying them, by cutting or spraying with a chemical compound approved by the United States Department of Agriculture and the United States Environmental Protection Agency for the destruction of weeds, or by digging under, or by any other method approved by the Commissioner of Forestry.

Section Six. Any public nuisance described in Section Five is hereby found and declared to be a nuisance the existence of which is plain and the continuance of which is a danger to public health.

Section Seven. The presence upon any lot or lands, other than properly licensed and operated salvage yards, within the City of debris of any and all kinds and varieties, including but not limited to weed cuttings, cut and fallen trees and shrubs, rubbish and trash of all kinds, lumber of all kinds not piled or stacked twelve inches off the ground, rocks or bricks of all kinds not piled or stacked twelve inches off the ground, tin, steel, parts of derelict cars or trucks, broken furniture, any flammable material which may endanger the public safety or any material which is

unhealthy, unsanitary or unsafe is hereby declared a public nuisance. It is the duty of every owner, occupant or person in control of any lot or land within the City to remove debris from such lot or land forthwith.

Section Eight. (a) The Forestry Commissioner shall prepare each year a written notice which shall:

(1) summarize the provisions of this ordinance;

(2) be accompanied by a copy of this ordinance;

(3) advise the property owners of the average length of time in which unattended weeds attain the height of seven inches, and the approximate dates between which such growth occurs;

(4) advise the property owners of the methods the City will use during the year to abate weed and debris nuisances and of the best available figures on the costs of such methods on a per square foot basis;

(5) contain such other information as the Forestry Commissioner deems necessary and appropriate.

(b) The Forestry Commissioner may mail the notice described in this Section by first class mail to any owner of property in the City between February 1 and March 31 of each year. The Forestry Commissioner shall mail a copy of such a notice to any property owner with respect to whose property abatement proceedings hereunder are initiated, and to each purchaser of property in the City of St. Louis as soon as possible after the purchase is reported in the St. Louis Daily Record. If the owner or person in control of such property is a non-resident of the City and has no business address in the City, such notice shall be deemed served at the end of such period after the mailing thereof as in the ordinary course of delivery of mail would be required for delivery of such notice.

(c) The Forestry Commissioner may cause a summary of the provisions of this ordinance to be published in each

daily newspaper of general circulation with its principal office in the City of St. Louis at least two times between February 1 and March 31 of any year.

Section Nine. Weed of debris nuisances may be abated immediately as follows:

(a) Nuisances described in Section Five, on properties whose owners have been served with notice under Section Eight (b) shall be abated by the Forestry Commissioner without further notice.

(b) When debris as described in Section Seven is found, which in the judgment of the Forestry Commissioner may constitute an immediate danger to the public health and safety, he shall notify the Health Commissioner who shall inspect the property. Pursuant to Article XIII Section 14-C (c) of the City Charter, if the Health Commissioner, on such inspection, finds that the existence of a nuisance is plain and that its continuance is a danger to the public health and safety, he may order the Forestry Commissioner to abate such nuisance as soon as practicable.

Section Ten. Except as provided in Section Nine, weed and debris nuisances shall be proceeded against as follows:

(a) If the Forestry Commissioner finds a weed nuisance, he shall give notice to the property owner as provided in subsection (d) of this section. If the condition has not been abated within the time provided in that subsection, the Forestry Commissioner shall abate it.

(b) If debris, not of substantial value, is found on vacant property, the Forestry Commissioner shall give notice to the property owner as provided in subsection (d) of this section. If the condition has not been abated within the time provided in that subsection, the Forestry Commissioner shall abate it.

(c) If debris is found on improved property, or if debris which appears to be of substantial value is found on any

property, the Forestry Commissioner, if the condition is not abated within five (5) days, shall notify the Health Commissioner, who shall inspect said property and notify the owner and occupant if different from the owner that he will conduct a hearing on the condition on the fifth day following the date of the notice (or, if such fifth day be a Saturday, Sunday, or holiday, on the next day after such fifth day which is not a Saturday, Sunday, or holiday). Such hearing shall be informal and shall not be postponed or continued. The property owner or occupant may testify. Immediately upon the conclusion of such hearing, the Health Commissioner shall determine whether the condition is a public nuisance as defined in Section Seven. If he so determines he shall order the condition abated within five days. If the condition is not abated within such five days, the Forestry Commissioner or such other City department or division as may be directed by the Health Commissioner shall abate it.

(d) any notice provided for by this Section shall specify the address of the property and the weed or debris condition existing on the property. Such notice shall be served:

By causing such notice to be delivered to the owner or other person in control; or

By mailing such notice, first class postage prepaid, to the property owner or other person in control of the property, either at his place of business or residence address in the City or elsewhere. Such notice shall be deemed served 24 hours after the mailing of such notice if it is directed to a business or residence address in the City of St. Louis. If the owner or person in control of such property is a non-resident of the City and has no business address in the City, such notice shall be deemed served at the end of such period after the mailing thereof as in the ordinary course of delivery of mail would be required for delivery of such notice.

If no mailing address can be determined for the owner or person in control of such property, a copy of such notice

shall be posted upon the lot or land in question; such posted notice shall be deemed served at the end of twenty-four hours after the posting thereof.

In giving any notice under this ordinance, any City official or employee shall proceed in a manner which is both consistent with this ordinance and which is reasonably calculated to cause actual notice to reach the property owner or person in control of the property.

Such notice if given pursuant to subsections (a) or (b) shall state that the weeds or debris must be removed, and that such removal must begin within two days after such notice is served and be completed within five days after such notice is served. If given pursuant to subsection (c), the notice shall state time, place, and purpose of the hearing.

Section Eleven. After abating any nuisance hereunder, the Forestry Commissioner or other City department or division which conducted such abatement shall record the following: date and location of abatement, condition abated, equipment, material and personnel used, the length of use of personnel and equipment, quantity of material used, such other data as is appropriate to document the actual cost of the abatement, including clerical costs, and the method and dates of service of notice hereunder.

Section Twelve: The Forestry Commissioner shall bill the owners of any property on which the City abates a nuisance under this ordinance for the cost of such abatement. Any such bill which is unpaid on November 15 of the year in which the abatement is made after it is mailed may be referred to the City Counselor or to a collection agency for collection and shall bear interest at the highest rate allowed by law.

Section Thirteen. The Forestry Commissioner shall notify the alderman of the ward in which any property is located on which the Forestry Commissioner or Health Commissioner abates any nuisance hereunder three times within a twelve month period.

Section Fourteen. Any violation of this ordinance shall be punishable by a fine of up to \$500, by imprisonment for up to 90 days, or by a combination of such fine and imprisonment. Each day a nuisance described in Section Five is unabated, or debris as described in Section Seven remains on property, after notice has been served pursuant to Sections Eight or Ten, is a separate violation.

Section Fifteen. Enforcement of this ordinance shall be the joint responsibility of the Forestry Commissioner, Health Commissioner, and police department, provided, however, that the Forestry Commissioner or Health Commissioner may refer properties subject to this ordinance to the Building Division if they believe building code violations also exist on such property.

Section Sixteen. The several sections and parts of sections or portions hereof shall be severable. In the event any part, section, or portion of this ordinance is found by a court of competent jurisdiction to be void, invalid, or unconstitutional, the remaining parts, sections or portions of this ordinance are intended to have legal effect and be valid unless the court finds the valid parts, sections or portions hereof are so essentially and inseparably connected with, and so dependent upon the void part, section or portion that it cannot be presumed that the Board of Aldermen would have enacted the valid parts, sections or portions without the void matter or unless the court finds that the valid parts, sections or portions, standing alone, are so incomplete as to be incapable of being executed in accordance with the legislative intent.

Section Seventeen. This being an ordinance necessary for the immediate preservation of the public health and safety, it is hereby declared to be an emergency ordinance pursuant to Article IV, Sections 19 and 20 of the City Charter, and it shall take effect immediately upon its approval by the Mayor.

Ordinance 57628
(B.B. No. 20 Sub.)

An ordinance repealing Section 245.070 of Ordinance Number 55662 and enacting a new Section 245.070 relating to weeds and debris and defining official duties, and collection procedures and containing an emergency clause.

Be it ordained by the City of St. Louis as follows:

Section One. Section 245.070 of Volume One of the Revised Code of the City of St. Louis relating to Assessment Against Property for weed and debris removal is hereby repealed.

Section Two: Section 245.070 of Volume One of the Revised Code of the City of St. Louis is hereby reenacted to be known as Section 245.070 of said Revised Code which shall be and read as follows:

**245.070—ASSESSMENT
AGAINST PROPERTY**

A. The Comptroller, upon a receipt or certificate from the Commissioner of Forestry of the cost of work done by him for the destruction of such noxious weeds or vegetation and removal of debris, shall then make out special tax bills for such work against the owner or owners of said land, and the charge shall be a special tax lien against the property on which said work has been done.

The Comptroller is hereby authorized to forward monthly said special tax bills to the owner of record of said property. Said tax bills shall be payable as billed. A late charge of Five Percent (5) per month shall be collected on all past due amounts not to exceed a late charge of Twenty-Five Percent (25) of the tax bill.

B. If said tax bills remain unpaid, then the Comptroller shall forward said unpaid bills to the Collector of Revenue for inclusion with the annual Real Estate Property Tax Bill, for their collection, subject to normal collection procedures.

C. All notices pursuant to Section 245.050 of this Chapter shall include the following statement:

If you fail to correct these violations the City of St. Louis will abate the nuisance described herein and a special tax bill will be charged against your property. Your failure to pay shall result in a lien and may cause foreclosure of your property for payment.

Said statement shall appear in bold type in the notice.

Section Three: This being an ordinance providing for public works or improvements, an emergency is hereby declared to exist within the meaning of Section Twenty of Article Four of the Charter of the City of St. Louis and this Ordinance shall become effective immediately upon passage and approval by the Mayor.

Approved: June 15, 1978.

and in addition thereto, when the Commissioner of Forestry, Police Officer or Health Commissioner ascertain that noxious weeds and vegetation as set forth in violation of Section 245.010 or debris and other materials as set forth in violation of Section 245.020 are situated on any lot within the City, the Commissioner of Forestry, Police Officer or Health Commissioner may cause a notice to be directed to the owner or other person in control of such lot or land that noxious weeds are growing thereon and must be destroyed by any of the methods set forth in Section 245.010 and that such destruction must be begun within two (2) days after such notice is served and completed within five (5) days after such notice. The notice to the owner or other person in control of such lot or land shall be served in any one of the following ways:

By causing said notice to be delivered to such owner, agent occupant or other person in control either in the City or elsewhere.

By posting a copy of such notice upon the lot or land in question, said notice to be deemed served at the end of 24 hours after the posting thereof.

By mailing such notice or copy thereof enclosed in a sealed envelope, postage prepaid, directed to such owner or other person in control of said land, either at his place of business or residence address in this City or elsewhere, said notice to be deemed served 24 hours after the mailing of said notice in case it is directed to the business or residence address of the owner or other person in control of said land in this City. Provided that if the said owner or owners or other person in control of said land be non-residents of the City and have no business addresses or offices in the City, then the said notice shall be deemed served at the end of such period after the mailing thereof as in the ordinary course of transmission of the mail by the United States Government would be required, for the receipt of said notice by the owner or owners or other person in control of said land at their place of residence or business.

245.060 — Abatement by the City — If the owner or other person in control of any lot or land mentioned in Section 245.010 or Section 245.020 fails to comply with such notice, the Commissioner of Forestry shall have the right to enter upon such property on which noxious weeds are growing or debris has accumulated, for the purpose of abating the public nuisance and may use any suitable means or assistance for the purpose of destroying such weeds and removing such debris as described in Section 245.010 and Section 245.020 either by the employees of the Division of Forestry, or by letting a contract for the work to be done by private persons, firms or corporations by the Commissioner of Forestry.

245.070 — Assessment Against Property — The Comptroller, upon a receipt or certificate from the Commissioner of Forestry of the cost of work done by him for the destruction of such noxious weeds or vegetation and removal of debris, shall then make out bills for such work against the owner or owners or other person in control of said land, and the charge shall be a lien against the property on which said work has been done. The City Counselor is empowered to take such action as may be necessary for the collection of such bills and the enforcement of such liens attached to the property as provided above. The amounts of such bills when collected shall be credited to general revenue.

Section Three. This passage of this ordinance being necessary for the immediate preservation of the public health and welfare it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: July 6, 1970.

APPROVED: March 19, 1986

BOARD BILL NUMBER 62 INTRODUCED BY ALDERMAN MATT DEVOTI

An ordinance regulating the operation of golf carts upon the streets, alleys, and public right-of-way within the City of St. Louis.

WHEREAS, Golf carts have become a common means of transportation across the City of St. Louis; and

WHEREAS, Golf carts are a convenient, efficient, and clean mode of traveling between points in dense urban areas; and

WHEREAS, 304.034 R.S.Mo. directs that municipalities may pass ordinances to allow the operation of golf carts upon any street or highway under the governing body's jurisdiction; and

WHEREAS, the City of St. Louis does not now have rules and regulations pertaining to the operation of golf carts upon streets, alleys, and the public right-of-way.

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

SECTION ONE. DEFINITIONS: "Golf cart" shall mean any motorized vehicle that is designed and manufactured for operation on a golf course or for sporting or recreational purposes that is not capable of exceeding speeds of twenty-five miles per hour.

SECTION TWO. EQUIPMENT: Every golf cart operated upon any street, alley, or public right-of-way in the City of St. Louis shall be equipped with the following functional equipment:

- (a) Two headlamps;
- (b) Two tail lamps;
- (c) Brake lights;
- (d) Front and rear turn signals;
- (e) A parking brake;

(f) An exterior mirror mounted to the driver's side and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror; and

(g) A type 1 or type 2 seat belt assembly conforming to 49 C.F.R. 571.209 and Federal Motor Vehicle Safety Standard No. 209, installed at each designated seating position.

SECTION THREE. OPERATION:

(a) Golf carts may be operated upon any public street, other than a state or federal highway, with a speed limit of twenty-five miles per hour or less.

(b) All persons operating a golf cart shall:

1. Possess a valid driver's license;
2. Follow all federal, state, and local traffic laws;
3. Wear a properly fastened seat belt;
4. Yield the right-of-way to pedestrians and bicyclists;
5. Give an audible signal before overtaking or passing any pedestrian or bicyclist;
6. Move the golf cart to the far-right side and yield to faster moving vehicles and bicyclists;
7. Adhere to the distracted driving regulations specified in the Siddens Bening Hands Free Law; and
8. Be over the age of sixteen years.

(c) No person who operates a golf cart shall:

1. Operate a golf cart on a state or federal highway;

2. Operate a golf cart across any highway at an intersection where the highway being crossed has a speed limit of more than forty-five miles per hour;
3. Drive with more passengers than the vehicle is specifically designed to hold;
4. Operate the golf cart while under the influence of alcohol or any controlled substance;
5. Park the golf cart on a sidewalk or bicycle lane; and
6. Operate the golf cart on public sidewalks.

SECTION FOUR. VIOLATIONS: Any person found to be in violation of Subsections A, B, and C of Section Three above shall be subject to a fine of one hundred dollars (\$100.00), and a fine of not more than two hundred and fifty dollars (\$250.00) for a second violation within thirty (30) days of the initial violation, and a fine of not more than five hundred dollars (\$500.00) for each subsequent violation within the twelve months following the initial violation.

SECTION FIVE. SEVERABILITY: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions; in the event of a further subsequent change in applicable law that renders valid a provision of the Ordinance that was previously held to be invalid

1 unenforceable, said provision shall thereupon be restored to its full effect, be capable of
2 enforcement without further action by the City, and shall thereafter again be binding.

3 **SECTION SIX. EMERGENCY CLAUSE:** This being an ordinance necessary for the immediate
4 preservation of the public peace, health, and safety, an emergency is hereby declared to exist
5 within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full
6 force and effect immediately upon its passage and approval by the Mayor.

Summary
Board Bill Number 68
Introduced by Alderman Michael Browning
September 19, 2025

An ordinance renewing the previous blight determinations made by Ordinance Number 66847 and Ordinance Number 66985, and as renewed by Ordinance Number 68754 and Ordinance Number 70119 and Ordinance Number 71214 for the Cortex West Redevelopment Area (defined below) such that CORTEX West Redevelopment Corporation (“CORTEX”) can continue to exercise its right to use eminent domain granted by the city to complete the Redevelopment Plan.

BOARD BILL NUMBER 68 INTRODUCED BY ALDERMAN MICHAEL BROWNING

1 An ordinance renewing the previous blight determinations made by Ordinance Number
2 66847 and Ordinance Number 66985, and as renewed by Ordinance Number 68754 and
3 Ordinance Number 70119 and Ordinance Number 71214 for the Cortex West Redevelopment
4 Area (defined below) such that CORTEX West Redevelopment Corporation (“CORTEX”) can
5 continue to exercise its right to use eminent domain granted by the city to complete the
6 Redevelopment Plan.

7 **WHEREAS**, the “Redevelopment Area” is that certain tract of land in the City of St. Louis
8 described in **Exhibit A** attached hereto and incorporated herein by reference; and

9 **WHEREAS**, the Board of Aldermen, by Ordinance Number 66847, approved August 9,
10 2005, found and designated the Redevelopment Area to be blighted within the meaning of, and
11 as defined in, Mo. Rev. Stat. § 353.020 and Sections 11.06.010 and 11.06.020 of the Revised
12 Code of the City of St. Louis, Missouri; and

13 **WHEREAS**, the Board of Aldermen, by Ordinance Number 66985, approved February
14 16, 2006, approved the Chapter 353 Cortex West Redevelopment Plan (“the Redevelopment
15 Plan”) and authorized the Mayor to enter into an agreement (“the Development Agreement”)
16 with CORTEX to develop the Redevelopment Area and granted CORTEX a Certificate of
17 Public Convenience and Necessity authorizing and empowering it to acquire property
18 within the Redevelopment Area by the power of eminent domain for a period of 15 years; and

19 **WHEREAS**, the Mayor, on behalf of the City of St. Louis, signed the Development
20 Agreement with CORTEX on April 4, 2006, formally giving CORTEX the right to use eminent
21 domain within the Development Area for a term of 15 years; and

22 **WHEREAS**, the Board of Aldermen, by Ordinance Number 71214 renewed for an additional

1 ten years the right for CORTEX to use eminent domain to complete the Redevelopment Plan,
2 effective February 16, 2021; and

3 **WHEREAS**, subsequent to the City entering into the Development Agreement with
4 CORTEX, Mo. Rev. Stat. § 523.274.2 was amended such that in circumstances where eminent
5 domain authority is based upon a determination of blight, that determination must be renewed for
6 successive five-year periods by the legislative body; and

7 **WHEREAS**, pursuant to Mo. Rev. Stat. § 523.274.2, the City renewed the determination of
8 blight for the Redevelopment Area in 2010 through Ordinance 68754 and again in 2015
9 through Ordinance 70119, and again in 2020 through Ordinance 71214; and

10 **WHEREAS**, the Planning Commission has adopted a resolution recommending that the
11 legislative determination in Ordinance Number 66847 and Ordinance Number 66985, and as
12 renewed by Ordinance Number 68754 and Ordinance Number 70119 and Ordinance Number
13 71214, be renewed once more in order for CORTEX to complete the Development Plan
14 approved by Ordinance 66985, which resolution has been duly transmitted to the Board of
15 Aldermen.

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

17 **SECTION ONE.** The “Redevelopment Area” is that certain tract of land in the City of St. Louis
18 described in **Exhibit A** attached hereto and incorporated herein by reference.

19 **SECTION TWO.** The redevelopment of the Redevelopment Area, as provided by Mo. Rev.
20 Stat. Chapter 353, and Chapter 11.06 of the Revised Code of the City of St. Louis, Missouri, was
21 determined, found, and declared under said Chapter 353 and Chapter 11.06, to be in the
22 interest of the peace, public health, safety, morals, and general welfare of the people of the City
23 of St. Louis pursuant to the Ordinances referenced below.

1 **SECTION THREE.** As provided by Mo. Rev. Stat. § 523.274.2, this Ordinance renews the
2 legislative determination in Ordinance Number 66847 and Ordinance Number 66985, and as
3 renewed by Ordinance Number 68754 and Ordinance Number 70119 and Ordinance Number
4 71214 in order for CORTEX to complete the Development Plan approved by Ordinance 66985.

5 **SECTION FIVE.** This being an Ordinance for the preservation of public peace, health and
6 safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and
7 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall
8 become effective immediately upon its passage and approval by the Mayor.

LEGAL DESCRIPTION

A tract of land located in the City of St. Louis, Missouri, being all or portions of City Blocks 3904, 3917, 3918W, 3919W, 3953, 3959, 3960, 3961, 3962, 3963, 3966 (N and S), 3967(N and S), 3968(N and S), 3971(N and S), 4586, and 4589 and specifically described as follows:

Beginning at a point which is the intersection of centerline of Laclede Avenue with the eastern right-of-way of Vandeventer Avenue, thence south along said eastern right-of-way of Vandeventer Avenue to its intersection with the northern right-of-way of I-64/US 40, thence southwest along said northern right-of-way of I-64/US 40 to its intersection with the centerline of Taylor Avenue, thence north along said centerline of Taylor Avenue to its intersection with the northern right-of-way of Clayton Avenue, thence northeast along said northern right-of-way of Clayton Avenue to its intersection with the centerline of S. Newstead Avenue, thence north along said centerline of Newstead Avenue to its intersection with the southern right-of-way of Duncan Avenue, thence east along said southern right-of-way of Duncan Avenue to its intersection with the eastern right-of-way of Boyle Avenue, thence north along said eastern right-of-way of Boyle Avenue to its intersection with the eastern extension of the centerline of the alley in City Block 3904, thence west along said centerline of the alley in City Block 3904 to its intersection with the projection of a lot in Block 41 of the Lindell 2nd Addition whose western property line is 163' 4" east of the eastern right-of-way of Newstead Avenue, thence north along the western property line of the lot to its projected intersection with the centerline of Forest Park Avenue, thence east along said centerline of Forest Park Avenue to its intersection with the centerline of Sarah Avenue, thence north along said centerline of Sarah Avenue to its intersection with the centerline of Laclede Avenue, thence east along said centerline of Laclede Avenue to its intersection with the eastern right-of-way of Vandeventer Avenue, the point of beginning.

Summary
Board Bill Number 64
Introduced by Alderwoman Shameem Clark-Hubbard
September 12, 2025

An ordinance to repeal certain sections within the revised code of the City of St. Louis relating to the Zoological Board of Control.

BOARD BILL NUMBER 64 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD

COSPONSORS: PRESIDENT MEAGN GREEN

1 An ordinance to repeal certain sections of **Chapter 22.28** within the revised code of the City of
2 St. Louis relating to the Zoological Board of Control and remove them from the city code.

3 **WHEREAS** the state statutes authorizing the City’s Zoological Board of Control were repealed
4 and said Board has been replaced by the St. Louis Zoological Park Subdistrict of the
5 Metropolitan Zoological Park and Museum District established pursuant to §§184.350-184.388
6 Revised Statutes of Missouri.

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

8 **SECTION ONE. Ordinance Number 49920** as codified in Section 22.28.030 of Chapter 22
9 (Zoological Board of Control—Composition—Term—Compensation—Organization) is hereby
10 repealed and shall be removed from the Revised Code of the City of St. Louis.

11 **SECTION TWO. Section 22.28.040 through Section 22.28.050** (Zoological Board of
12 Control—Moneys and Zoological Board of Control—Annual Report) is hereby repealed and
13 shall be removed from the Revised Code of the City of St. Louis.

Ordinance 49920
(Sub. B.B. No. 194)

An ordinance to repeal Section 64 of Chapter 48 of the Revised Code of the City of St. Louis, 1948, relating to the "Zoological Board of Control," and enacting in lieu thereof a new section to be known as Section 64 of Chapter 48 of the Revised Code of the City of St. Louis, 1948, and relating to the same subject-matter and containing an emergency clause.

Be it ordained by the City of St. Louis, as follows:

Section One. Section 64 of Chapter 48 of the Revised Code of the City of St. Louis, 1948, is hereby repealed and enacted in lieu thereof is a new section to be known as Section 64 of Chapter 48 of the Revised Code of the City of St. Louis, which shall read as follows:

Section 64. Same—Zoological board of control—composition; term; compensation; organization, etc.—The management and care of the St. Louis Zoological park shall be vested in a board of nine members, and no more, to be known as "the zoological board of control," consisting of the mayor, comptroller, director of parks, recreation and forestry, vice-president of the board of aldermen, and president of the board of public service, all of whom shall be members of the board ex officio, and four other members to be appointed by the mayor. The four members appointed by the mayor shall hold their office for a term of three years, except as hereinafter provided, but the persons holding the respective offices of mayor, comptroller, director of parks, recreation and forestry, vice-

president of the board of aldermen, and president of the board of public service, shall always be members of the board ex officio. Such ex officio members may designate one of their subordinates to act for them. All members and all subordinates designated by ex officio members to act for them shall serve without compensation. When the members are so appointed by the mayor, the board shall immediately assemble and elect one of its members as president, and elect such other officers as it may deem necessary. Its members shall at their first meeting divide the four members appointed by the mayor into three classes, as nearly equal in number as possible; the first class to hold office for one year; the second class to hold office for two years, and the third class to hold office for three years, and until successors are chosen, dating from the first day of April following their appointment; and annually thereafter the board shall before the first day of April of each year, elect members for the class whose terms are then to expire, and to fill vacancies in other classes. The mayor may, by and with the consent of the board of aldermen, remove any member of the board for misconduct or neglect of duty, and no members so removed shall be eligible to appointment upon the board thereafter.

Section Two. The passage of this ordinance being deemed necessary for the immediate preservation of the public safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: March 21, 1960.

22.28.030 - Zoological Board of Control—Composition—Term—Compensation—Organization.

The management and care of the St. Louis Zoological park shall be vested in a board of nine members, and no more, to be known as "the Zoological Board of Control," consisting of the Mayor, Comptroller, Director of Parks, Recreation and Forestry, Vice-President of the Board of Aldermen, and President of the Board of Public Service, all of whom shall be members of the Board ex officio, and four other members to be appointed by the Mayor. The four members appointed by the Mayor shall hold their office for a term of three years, except as hereinafter provided, but the persons holding the respective offices of Mayor, Comptroller, Director of Parks, Recreation and Forestry, Vice-President of the Board of Aldermen, and President of the Board of Public Service, shall always be members of the Board ex officio. Such ex officio members may designate one of their subordinates to act for them. All members and all subordinates designated by ex officio members to act for them shall serve without compensation. When the members are so appointed by the Mayor, the Board shall immediately assemble and elect one of its members as President, and elect other officers it may deem necessary. Its members shall at their first meeting divide the four members appointed by the Mayor into three classes, as nearly equal in number as possible; the first class to hold office for one year; the second class to hold office for two years; and the third class to hold office for three years, and until successors are chosen, dating from the first day of April following their appointment; and annually thereafter the Board shall before the first day of April of each year, elect members for the class whose terms are then to expire, and to fill vacancies in other classes. The Mayor may, by and with the consent of the Board of Aldermen, remove any member of the Board for misconduct or neglect of duty, and no members so removed shall be eligible to appointment upon the Board thereafter.

(1948 C., Ch. 48, § 64; 1960 C., § 226.030; 1994 C., § 22.28.030; Ord. No. 49920, § 1, 1960.)

22.28.040 - Zoological Board of Control—Moneys.

The Zoological Board of Control shall make and appoint bylaws, rules and regulations for its own guidance and for the election of its members and for the administration of the zoological park fund they may deem expedient. They shall have exclusive control of the expenditure of all moneys collected to the credit of the zoological park fund and of the construction and maintenance of any zoological park building built or maintained, in whole or in part, with the moneys of such fund, and of the supervision, care and custody of the grounds, rooms or buildings constructed, leased or set apart for the purpose of a zoological park. All moneys received for the zoological park fund shall be deposited with the Treasurer of the City to the credit of the zoological park fund, and shall be kept separate and apart from all other moneys of the City and shall be drawn upon by the Comptroller upon the vouchers of the Zoological Board of Control, properly authenticated by the signature of the President and other officers of the Board of Control as may be provided by its bylaws. The Zoological Board of Control shall have power to:

- A. Erect appropriate buildings for the use of the zoological park;

- B. Appoint a director or superintendent and such necessary assistants as deemed advisable, and fix their compensation, and shall have power to remove such appointees.

(1948 C., Ch. 48, § 65; 1960 C., § 226.040; 1994 C., § 22.28.040.)

22.28.050 - Zoological Board of Control—Annual report.

The Zoological Board of Control shall make, before the second Monday in April, an annual report to the legislative branch of the City, stating the condition of their trust on the first day of April of that year, the various sums of money received from the zoological park fund, and from other sources, and how such moneys have been expended, and for what purposes, the number and character of the acquisitions to the collections added by purchase, gift or otherwise during the year, together with the number at the beginning of the year, and such information and suggestion as they may deem of general interest. All portions of the report as relate to the receipt and expenditure of money, as well as to the number and value of the collections and description and value of the property, shall be verified by affidavit.

(1948 C., Ch. 48, § 66; 1960 C., § 226.050; 1994 C., § 22.28.050.)

Summary**Board Bill Number 65****Introduced by Alderwoman Daniela Velázquez****September 12, 2025**

An ordinance to repeal various obsolete boards and commissions established under city ordinances and to remove them from city code.

**BOARD BILL NUMBER 65 INTRODUCED BY ALDERWOMAN DANIELA
VELAZQUEZ
COSPONSORS: PRESIDENT MEGAN GREEN**

An ordinance to repeal various obsolete boards and commissions established under city ordinances and to remove them from city code.

WHEREAS, the City has various boards and commissions established under the city ordinances which no longer meet and/or no longer have responsibilities; and

WHEREAS, obsolete ordinances in the city code can lead to confusion among residents who cannot distinguish between which laws are in effect and which are not; and

WHEREAS, old ordinances should not be allowed to stay on the books especially when they may contradict more recent laws.

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

SECTION ONE. Ordinance Number 69757, as codified in Section 3.125 of Chapter 3 (Bond Oversight Committee) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION TWO. Ordinance Number 55660, as codified in Section 3.46 of Chapter 3 (Model City Agency) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION THREE. Ordinance Number 45288, as codified in Section 3.58 of Chapter 3 (City Athletic Commission) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION FOUR. Ordinance Number 54944, as codified in Section 3.64 of Chapter 3 (Convention and Tourism Bureau) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

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SECTION FIVE. Ordinance Number 55455, as codified in Section 3.66 of Chapter 3 (Commission on Crime and Law Enforcement) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION SIX. Ordinance Number 57407, as codified in Section 3.67 of Chapter 3 (Metropolitan Corrections Commission) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION SEVEN. Section 3.70 of Chapter 3 (Municipal Bridge Commission) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION EIGHT. Section 3.76 of Chapter 3 (Youth Commission) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION NINE. Ordinance Number 68407, as codified in Section 3.105 of Chapter 3 (Gateway Mall Advisory Board) is hereby repealed and shall be removed from the Revised Code of the City of St. Louis.

SECTION TEN. Severability Clause.

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

Ordinance 45288

An ordinance to amend Chapter 67, Volume I of the Revised Code of St. Louis, 1948, by repealing Sections 65 and 66, relating to the City Athletic Commission, and enacting in lieu thereof two new sections to be known by the same numbers and relating to the same subject.

Be it ordained by the City of St. Louis, as follows:

Section One. Chapter 67, Volume I of the Revised Code of St. Louis, 1948, is hereby amended by repealing Sections 65 and 66, and enacting in lieu thereof two new sections to be known as Sections 65 and 66, which shall read as follows:

Section 65. There is hereby established a commission to be known as the City Athletic Commission to consist of seven members, all of whom

shall be members of the Legislation Committee of the Board of Aldermen of the City. The Chairman of the Public Safety Committee and the President of the Board of Aldermen shall be ex officio members of this Commission.

Section 66. The members of the Commission shall be appointed by the Mayor for the term of two years. If any member of the Commission during the term for which he is appointed shall cease to be a member of the Legislation Committee of the Board of Aldermen, the tenure of his office as a member of the City Athletic Commission shall cease immediately and the Mayor shall appoint another member of the Legislation Committee of the Board of Aldermen as his successor on the Commission to fill the unexpired term for which he was appointed.

Approved: April 18, 1950.

Ordinance 54944
(Sub. B.B. No. 243)

An ordinance establishing the Convention and Tourism Bureau of the City of St. Louis, setting forth the powers and duties of such Bureau; levying an additional tax of one percent on the gross daily rental receipts due from or paid by transient guests of hotels and levying a tax of one percent on the daily gross receipts received by operators of restaurants and itinerant restaurants and providing for an exemption: establishing the Convention and Tourism fund and requiring that taxes collected be placed or deposited into such fund to be used by the Bureau to promote and carry out the duties under this ordinance for the promotion of tourism and conventions within the City of St. Louis; authorizing the Bureau to enter into contracts and agreements to carry out its duties and obligations; appropriating an amount of \$100,000.00 for the use of the Bureau; amending Chapters 696 and 472 of the Revised Code of the City of St. Louis by the enactment of two new sections to be known as Section 696.379(a) and Section 472.030(a) of the Revised Code of the City of St. Louis relating to the taxation and licensing of hotels and motels and of restaurants and itinerant restaurants; repealing Ordinance 54737 as of the operative date hereof; providing that any tax due under the provisions of Ordinance 54737 be collected pursuant to the provisions of Ordinance 54737; and containing a penalty clause and an emergency clause.

Be it ordained by the City of St. Louis, as follows:

Section One. There is hereby established the Convention and Tourism Bureau of the City of St. Louis, hereinafter referred to as the "Bureau", consisting of the Mayor, the Comptroller and the President of the Board of Aldermen. The Mayor shall act as Chairman of the Bureau, and the Comptroller as Secretary of the Bureau. Two members

of the Bureau shall constitute a quorum. The Bureau shall keep minutes of all its proceedings and such minutes shall be subject to public inspection.

Section Two. The Bureau is hereby authorized and directed: (1) to adopt plans, policies and programs for the City of St. Louis for the fostering and development of the City as a convention and tourist center; (2) to carry out promotional activities setting forth the advantages of St. Louis as a vacation, tourism and convention city; (3) to work with other agencies, bureaus, boards and associations to promote the economic, social, industrial, cultural and commercial growth of the City of St. Louis by encouraging nonresidents and residents to visit and participate in the cultural, educational, historical, athletic, amusement and other activities, facilities, places and establishments within the City of St. Louis; (4) to foster and encourage the use of Kiel Auditorium and other convention facilities within the City for conventions; (5) to promote the City of St. Louis as a convention and tourist center; (6) to contract in the name of and on behalf of the City of St. Louis with any public or private agency, individual, partnership, association or corporation for the furnishing of services or supplies that may assist the Bureau in carrying out its responsibilities enumerated hereunder; and (7) to engage such personnel as may be necessary or advisable to enable the Bureau to perform its obligations hereunder.

Section Three. There is hereby established the Convention and Tourism Fund of the City of St. Louis. All taxes levied and collected and appropriated pursuant to this ordinance shall be deposited to the credit of such fund, as hereinafter provided. Such fund shall be used and expended by the Bureau to carry out its duties and obligations under this ordinance, except that any balance therein unexpended at the close of each fiscal year shall be transferred to the General Revenue fund of the City.

Section Four. In order that the Bureau may effectively operate and carry out its duties under this ordinance from the effective date of this ordinance, the amount of \$100,000.00 heretofore appropriated by the provisions of Section Twenty-three of Ordinance No. 54722, approved May 9, 1967, to provide for promotional activities for the City, including advertising St. Louis, Convention Bureau and/or such other activities as may be approved by the Board of Estimate and Apportionment is hereby appropriated for the use of the Bureau in carrying out its functions, duties and powers under the provisions of this ordinance. The \$100,000.00 herein appropriated shall be returned to General Revenue fund out of the first \$100,000.00 of taxes collected under this ordinance.

Section Five. Chapter 696 of the Revised Code, also known as Ordinance No. 52030, approved June 1, 1963, as amended by Ordinance Nos. 52069, 52085, 52944, 52980, 53560, 53584, 53585, 53737 and 54214, shall be and is hereby amended by the enactment of a new section and shall be known as Section 696.367(a) of Chapter 696 of the Revised Code of the City of St. Louis, which shall read as follows:

"Section 696.367(a). Additional taxes on Hotels and Motels.—In addition to the taxes levied on hotels and motels pursuant to Sections 402.170 and 696.367 of the Revised Code of the City of St. Louis, there is hereby levied an additional tax of one percent of the gross daily rental receipts due from or paid by transient guests of hotels and motels. The procedures, definitions, duties, obligations and penalties imposed by Chapter 696 of the Revised Code of the City of St. Louis, insofar as they are applicable to hotels and motels are hereby adopted.

"No license for the operation of a hotel or motel shall be issued by the License Collector for the operation of a hotel or motel in the City of St. Louis unless and until the taxes levied pursuant to Sec-

tions 402.170, 696.367 and 696.367(a) of the Revised Code of the City of St. Louis and this ordinance have been fully paid. The person, firm or corporation operating a hotel or motel within the City of St. Louis shall file a sworn statement of the gross daily rental receipts and pay the tax due thereon required by Section 696.367 of the Revised Code of the City of St. Louis."

Two-thirds of all taxes levied and collected pursuant to Sections 696.367 and 696.367(a) of Chapter 696 of the Revised Code of the City of St. Louis shall be deposited into a special fund to be known as the Convention and Tourism Fund for the use of the Convention and Tourism Bureau as set forth in this ordinance. The one-third balance of all taxes levied and collected pursuant to Sections 696.367 and 696.367(a) of Chapter 696 of the Revised Code of the City of St. Louis shall be deposited in the General Revenue fund of the City of St. Louis.

Section Six. Chapter 472 of the Revised Code of the City of St. Louis shall be and is hereby amended by the enactment of a new section to be known as Section 472.030(a) of Chapter 472 of the Revised Code of the City of St. Louis, which shall read as follows:

"Section 472.030(a). Additional taxes.—(a) In addition to the license fees for restaurants or itinerant restaurants levied, as provided in Section 472.030 of the Revised Code of the City of St. Louis, there is hereby levied an additional tax of one percent of the daily gross receipts due from or paid by patrons of all restaurants and itinerant restaurants doing business within the City of St. Louis, except that said one percent tax shall not apply to gross receipts from the sale of any alcoholic beverage subject to regulation by Chapters 370 through 378, Revised Code of the City of St. Louis. No restaurants or itinerant restaurant license shall be issued by the Li-

cense Collector until all taxes levied pursuant to Section 472.030 of this ordinance have been fully paid. The procedures, definitions, duties obligations and penalties imposed by Chapter 696 of the Revised Code of the City of St. Louis shall be applicable to restaurants or itinerant restaurants insofar as they are not inconsistent with any provision of this ordinance.

"(b) It is hereby made the duty of every person, firm or corporation engaged in the business of operating or carrying on the business of a restaurant or itinerant restaurant to file with the Comptroller of the City of St. Louis on or before the fifteenth day of October, 1968, a sworn statement of the daily gross receipts received from the operation of such business from the effective date of this ordinance to September 30, 1968, and to file on or before the fifteenth day of April and the fifteenth day of October each year a sworn statement of the daily gross receipts from such business for the six calendar months immediately preceding the filing of such statement. The Comptroller shall examine the accuracy of such statement and shall certify to the License Collector of the City of St. Louis the amount of tax due by such person, firm, corporation or business described in the section. The Comptroller shall notify the person, firm or corporation filing such statement of the tax due thereon, as herein provided, and it shall be the duty of such person, firm or corporation on or before the first day of November and on the first day of May each year to pay to the License Collector an amount equal to one percent of the daily gross receipts as shown on the statement so filed and certified. This tax shall be in addition to the license fee as prescribed in Section 472.030 of the Revised Code of the City of St. Louis. No restaurant or itinerant restaurant license shall be issued by the License Collector until all taxes, as herein prescribed in this section, shall have been paid to the License Collector. The definition of the terms "restaurant" and "itiner-

ant restaurant" as contained in Section 470.010 of Chapter 470 are hereby adopted as part of this section.

"(c) **Exemption.**—The first \$50,000.00 in gross receipts received in a six-month period shall be deducted in the computing of the one percent tax due during such period. Any person, firm or corporation engaged in business as prescribed in this ordinance, who has not been in business for a period of six full months prior to the reporting date, shall be permitted to prorate an exemption based upon the number of months that such person, firm or corporation had been actually in business."

All taxes levied and collected under the provisions of this section as herein provided, shall be deposited in the Convention and Tourism fund as herein established. The City shall semi-annually appropriate from general revenue an amount equal to the amount of taxes levied and collected under this section and shall deposit the same in the Convention and Tourism fund as herein provided.

Section Seven. The City shall not during any fiscal year share with or contribute to the Convention and Tourism fund its tax revenues under Section 696.367 of Chapter 696 of the Revised Code of the City of St. Louis nor contribute funds matching the restaurant and itinerant restaurant tax as provided in Section Six of this ordinance in excess of \$250,000.00. It being the intention of this ordinance that the City's contribution to the Convention and Tourism fund from sharing its tax revenues under Section 696.367 of Chapter 696 of the Revised Code and providing matching funds equal to the one percent restaurant and itinerant restaurant tax under Section Six of this ordinance shall in no fiscal year exceed the sum of \$250,000.00. The fiscal year shall mean April 1st of one year or the effective date of this ordinance to March 31st of the succeeding year.

Section Eight. For the purpose of verifying the accuracy and truthfulness included within any statement the City of St. Louis, acting through the License Collector, Comptroller or any deputy or authorized agent of either, shall have the right at all reasonable times, during regular business hours, to audit or examine the records of the applicant or licensee for the purpose of determining the truthfulness and accuracy of any statement made by the applicant or licensee in any statement filed or heretofore filed by the applicant or licensee. All statements filed with the License Collector shall be subject to audit and verification. No license shall be issued to any applicant or licensee so long as any applicant or licensee refused to permit such audit or examination to be made on current or prior licenses. Any person, firm or corporation who shall refuse the License Collector or Comptroller, or any deputy or authorized agent of either, the right to audit or examine their books and records to verify the accuracy and truthfulness of the statement for a license heretofore issued shall forfeit such license forthwith. Should any licensee refuse to permit the License Collector or Comptroller, or their respective representatives, the right to examine the books and records of said licensee, the license of said licensee shall be forthwith revoked by the License Collector. The Comptroller is hereby authorized to promulgate rules and regulations not inconsistent with the provisions of this ordinance for the collection of the taxes enumerated herein.

Section Nine. Any person, firm or corporation subject to the provisions of this ordinance who fails to file a statement or pay the tax or files a false or fraudulent statement, as required by this ordinance or within the time required by this ordinance, shall upon conviction

thereof be fined not less than \$50.00 nor more than \$500.00 or be imprisoned for not more than 90 days or by both such fine and imprisonment.

Section Ten. Ordinance 54737 shall be and is hereby repealed as of the operative date hereof, provided, however, that any tax due and unpaid under the provisions of Ordinance 54737 shall continue to be payable and shall be collected pursuant to the provisions of Ordinance 54737 and, for the purpose of the collection of any such unpaid tax, the provisions of said ordinance shall continue in full force and effect beyond the operative date hereof.

Section Eleven. In the event the provisions of this ordinance relating to the Convention and Tourism fund or relating to a portion of gross receipts as exempt from tax be declared invalid by any court of competent jurisdiction, the additional taxes levied pursuant to Sections Five and Six hereof shall continue to be levied and collected for general revenue purposes and it is specifically declared to be the intention of the Board of Aldermen that said additional taxes are to be levied and collected notwithstanding the invalidity of any other sections of this ordinance relating to the Convention and Tourism fund or relating to a portion of gross receipts as exempt from tax.

Section Twelve. This ordinance shall become operative on the 15th day of March, 1968.

Section Thirteen. This being an ordinance to meet the current expenses of City Government, and fixing a rate of taxation, it is hereby declared to be an emergency measure within the meaning of the Charter of the City of St. Louis and shall become effective upon its passage and approval by the Mayor

Approved: February 19, 1968.

Ordinance 55455

(Committee Sub. B.B. No. 154,
as Amended)

An ordinance to establish an agency of the City commissioned to make inquiry into the status of criminal activity within the city, including statutory offenses and municipal infractions; to study existing law enforcement and administration of justice, methods, practices, and procedures, whether premised upon statutes, practices, decisions or rules, and whether exercised by the executive or judicial branches of government; to determine compliance with and the efficiency of such methods, practices or procedures, and to make specific recommendations for the improvement of law enforcement and the administration of justice; to direct public attention to and engender broad citizen participation in improved law enforcement and the perfection of the administration of criminal justice; such commission to be denominated as the Commission on Crime and Law Enforcement, and divided into two general parts, one an Advisory Part and the other an Operating Part, the former composed of the Mayor of the City of St. Louis, and nine other public officers participating at their discretion, namely: the presiding judge of the Juvenile Division of the Circuit Court of the Twenty-Second Circuit, an additional judge of said Circuit Court selected by the judges thereof en banc, the Circuit Attorney of the City of St. Louis, the Prosecuting Attorney of the City of St. Louis, the President of the Board of Police Commissioners of the City of St. Louis, and the Superintendent of Schools of the St. Louis Public Schools, and the President, Vice-President and Chairman of Public Safety Committee of the Board of Aldermen, each Ex-officio; such Operating Part to be composed of ten members, constituted to fairly represent all considerable factors and interests of the community relative to law enforcement and the administration of justice, with special consideration for the appointment of residents in the

areas containing high percentages of victims of crime and municipal offenses, appointed by the Mayor without regard to race, creed or color, for a one-year term with one of such members appointed by the Mayor as Chairman; such Advisory Part to advise, recommend, and counsel the Mayor upon proposed activities and recommendations of the Operating Part; charging the Operating Part with the duty to make inquiry into the incidence of crime, and in connection therewith to develop improved, reliable means of measurement, and cataloging crime in helpful aspects and to inquire into the means, processes, quantity and quality of law enforcement and the administration of justice in the City, including the participation of all agencies, officers, and persons; providing for an Executive Director of the Commission, appointed by and to serve at the pleasure of the Mayor and compensated according to law, and empowering such Director to appoint a staff as may be necessary to assist the Executive Director in the performance of his duties in connection with the operating part, compensated according to law; authorizing the Executive Director to provide the Commission and the employed staff with offices, equipment, furnishings, supplies, materials and contractual services as may be necessary; authorizing, upon the Mayor's approval, the expenditure of appropriated municipal funds and other funds for the needs, work and objects of the Commission or the Operating Part; authorizing the Commission or the Operating Part to receive and expend, on the Mayor's approval, gifts, grants, and donations and to do all things necessary to procure the same from private, governmental or quasi-public sources for the specific work or general purposes or needs of the Commission empowering the Operating Part to issue subpoenas; authorizing the Comptroller to issue drafts and warrants upon the City Treasury for approved expenditures of the Commission or Operating Part; providing for cooperation and assistance be-

tween the Commission and City and State agencies and offices where reasonable and lawful; providing for the organization and administration of the Operating Part; providing that the Commission or Operating Part shall not attempt the solution of any specific crime or make pronouncements regarding individuals; and providing an emergency clause.

Be it ordained by the City of St. Louis, as follows:

Section One. Commission on Crime and Law Enforcement Established.—There is hereby established an agency of the City to be known as the Commission on Crime and Law Enforcement. Such Commission shall be composed of two parts, one to be known as Advisory Part, and the other as Operating Part.

Section Two. Advisory Part of Commission.—The Advisory Part of the Commission shall be composed of public officers, participating at their discretion, namely; the Mayor of St. Louis, the presiding judge of the Juvenile Division of the Circuit Court of the Twenty-Second Circuit, an additional judge of said Circuit Court selected by the judges thereof en banc, the Circuit Attorney of the City of St. Louis, the Prosecuting Attorney of the City of St. Louis, the President of the Board of Police Commissioners of the City of St. Louis, and the Superintendent of Schools of the St. Louis Public Schools, and the President, Vice-President and Chairman of Public Safety Committee of the Board of Aldermen, each *ex-officio*.

Section Three. Function of Advisory Part.—The Advisory Part shall act to advise, counsel, suggest, and recommend, as it elects, to the Mayor as to prospective undertakings of the Operating Part, and shall likewise evaluate for and make recommendations to the Mayor concerning reports, suggestions, and recommendations made by the Operating Part.

Section Four. Operating Part of Commission.—The Operating Part of the Commission shall consist of ten members, termed "Commissioners," appointed by the Mayor for a term of one year, to serve without a salary. In selecting such Commissioners the Mayor shall choose persons so as to fairly constitute the Operating Part as representative of all considerable factors and interests of the community relative to law enforcement and the administration of justice; the Mayor shall appoint one of such commissioners as Chairman. Commission shall be appointed without regard to race, creed or color and with special consideration for the appointment of residents in the areas containing high percentages of victims of crime and municipal offenses.

Section Five. Operating Part—Functions and Duties.—The Operating Part of the Commission, under general supervision of an Executive Director shall make inquiry into the status of criminal activity within the City, including statutory offenses and municipal infractions of a criminal or quasi-criminal nature; and in this connection shall make inquiry into the incidence of crimes and develop improved, reliable means of measurement and cataloging crime by all helpful aspects.

Such Operating Part shall similarly determine actual methods, practices, and procedures, whether premised upon statute, custom, decisions or rules exercised by the executive or judicial branches of government in all their parts in law enforcement and the administration of criminal justice; and shall determine the factual fidelity to or compliance with and the efficiency of such methods, practices, and procedures. In such inquiry the Operating Part shall consider the interrelations and coordination or the lack thereof of such branches within themselves and toward each other.

Such Operating Part shall similarly devise means, methods, prac-

tices and procedures for the improvement of law enforcement and the administration of criminal justice, either within the existing law, or upon suggested changes in the law, and shall deliver such matters in the form of written recommendations to the Mayor, together with such necessary supporting matters.

Such Operating Part shall similarly devise ways and means to direct public attention to and to engender broad citizen participation in improving law enforcement and the perfection of the administration of criminal justice. Such ways and means shall be embodied in written recommendations to the Mayor.

Such Operating Part, shall, upon direction of the Mayor, undertake to accomplish, as far as proper and possible, any recommendations adopted.

Such Operating Part, may, upon the Mayor's approval, undertake to perform any other act or function within the general purposes of the Commission or Operating Part.

The Operating Part shall have the power to compel the attendance of witnesses and the production of Documents before its meetings. The Chairman, when authorized by the Operating Part, may cause process to be issued and served by the City Marshal; wilful disobedience of such process shall be punished as for contempt by the City Courts.

Section Six. All agencies, Officers and Employees of Government to Assist Commission.—As far as is lawful and without unreasonable imposition or interference with lawful duties and functions, each agency, officer, or employee of the State and City governments, in all their parts, shall cooperate with and give all requested assistance to the Commission or Operating Part.

Section Seven. Operating Part—Organization and Administration.—The Operating Part of the Commission under general supervision of an Executive Director shall organize itself to facilitate the conduct of its

business. The work of the Operating Part may be divided and delegated to committees with each committee directed and controlled by at least one Commissioner, but may have as many citizen committee members as the Operating Part deems efficient for its purposes. Each committee shall be under the general supervision of and report to the Operating Part.

The Operating Part shall determine the time and place of meetings and establish such officers, other than the Chairman, and procedures as it deems helpful. Business of the Operating Part may be conducted upon a concurrence of a majority of members appearing upon general notice, and approved by the Director.

Section Eight. Commission—Staff and Facilities.—The Executive Director shall cause to be provided for the Commission and staff such offices, equipment, furnishings, supplies, and contractual services as he may approve as necessary for the proper functioning and accomplishing of the objects of the Commission. The Mayor shall appoint the Executive Director of the Commission to be compensated according to law, to serve at the pleasure of the Mayor; and the Executive Director shall appoint such other persons as may to him appear necessary, and such employees shall be paid compensation according to law. Such Executive Director shall supervise the work of the Operating Part and the employees of the Commission, and he shall perform such duties and services as directed by the Mayor in furtherance of the objects of the Commission.

Section Nine. Commission Authorized to Apply for, Receive and Expend Gifts, Grants, and Donations.—The Commission or the Operating Part, on approval of the Mayor, is hereby authorized to receive gifts, grants, and donations from private, governmental, and quasi-public sources; and to make applications for the same and to adopt and agree to conditions and

matters required which are within the general objects and purposes of the Commission. On such approval, the Commission or the Operating Part may expend or utilize such gifts, grants, and donations in pursuance of the objects and purposes of the Commission or to defray proper expenses authorized by this ordinance. All gifts, grants, and donations shall be deposited with the City Treasury to the account of the Commission and the Comptroller shall issue drafts and warrants thereon.

Section Ten. Commission Not Concerned with Crime Solution or

Judgments on Persons.—The Commission or the Operating Part shall not be construed as being authorized to investigate any specific crime so as to attempt to gather evidence for any solution, charge or prosecution, nor as possessed of any authority to make pronouncements regarding individual persons.

Section Eleven. Emergency Declared.—This being an ordinance for the immediate preservation of the public peace and safety, the same is hereby declared to be an emergency measure.

Approved: December 29, 1969.

Ordinance 55660
(B.B. No. 30)

An ordinance repealing Ordinance Nos. 54772 and 55121, approving the Revised Comprehensive City Demonstration Program; authorizing the City of Saint Louis to receive, expend and disburse monies necessary to the execution of said Program; describing the program area and the target areas; providing for a Model City Agency; providing for a Model City Executive Board; providing for the approval of project proposals and work programs; providing for the approval of contracts and agreements; providing for the cooperation of other City agencies; providing for the continuation of existing personnel and Executive Board Members; providing that section titles shall not be considered in the interpretation of the ordinance; containing a severability clause; and containing an emergency clause.

Be it Ordained by the City of Saint Louis as follows:

Section One
Repeal of Present Ordinances

Ordinance No. 54772 (approved November 30, 1967) and Ordinance No. 55121 (approved July 3, 1968) are hereby repealed as of the date on which this Ordinance becomes effective.

Section Two
Approval of Program

The Revised Comprehensive City Demonstration Program under the Demonstration Cities and Metropolitan Development Act of 1966 of the United States, as submitted and approved by the Executive Board of the Saint Louis Model City Agency on May 22, 1969 (hereinafter called the "Program"), is hereby approved by the Board of Aldermen of the City of Saint Louis, State of Missouri, subject to review and acceptance by the Department of Housing and Urban Development and by the coordinat-

ing and cooperating agencies of Federal, State and local governments.

Section Three
Authorization of City Officers

The City of Saint Louis, through its officers and agents, is hereby authorized and directed to receive, expend and disburse such monies as are necessary to the effective execution of the Program.

Section Four
Program Area and Target Areas

(A) The Program shall encompass the following area (hereinafter called the "Program Area"):

Beginning at the point of intersection of Interstate Highway 70 and Delmar Boulevard, thence westwardly on Delmar Boulevard to the intersection of Delmar Boulevard and Grand Boulevard, thence northeastwardly on Grand Boulevard to the intersection of Grand Boulevard and St. Louis Avenue, thence eastwardly on St. Louis Avenue to the intersection of Jefferson Avenue and St. Louis Avenue, thence northwestwardly on Jefferson Avenue to the intersection of Palm Street and Jefferson, thence eastwardly on Palm Street to the intersection of Interstate Highway 70 and Palm Street, thence southeastwardly on Interstate Highway 70 to the point of beginning, and such other areas as the Board of Aldermen may designate by ordinance.

(B) The Program Area specifically described in the preceding subsection consists of the following five Model City Target Areas: Yeatman, Pruitt-Iggoe, Murphy-Blair, Montgomery-Hyde Park and DeSoto-Carr (also known as Carr-Central).

Section Five
Model City Agency

(A) The City of St. Louis is hereby established as the St. Louis Model City Agency (hereinafter called the "Agency"). The Agency

shall be served by a staff consisting of a Director who shall be appointed by, and serve at the pleasure of the Mayor, and such other staff as may be deemed necessary by said Director and approved by the Department of Personnel. The Director shall be responsible directly to the Mayor.

(B) The Director is hereby empowered to plan, prepare, schedule, develop and carry out comprehensive demonstration city programs under the Demonstration Cities and Metropolitan Development Act of 1966 of the United States; to rebuild or revitalize large slum and blight areas; to expand housing, job and income opportunities; to reduce dependence on welfare payments; to improve educational facilities and programs; to combat disease and ill health; to reduce incidence of crime and delinquency; to enhance recreation and cultural opportunities; to establish better access between jobs and home; and generally to improve living conditions for people who live in such areas; to accomplish these objectives through the most effective and economic concentration and coordination of Federal, State and local public and private effort to improve the quality of urban life; and to enter into contracts and agreements for and on behalf of the City of St. Louis with the Federal, State and other local governmental and private agencies to accomplish the above purposes, and in accordance with the provisions of this Ordinance.

Section Six Model City Executive Board

There is hereby established the St. Louis Model City Executive Board (hereinafter called the "Executive Board") which shall consist of the Director of the Agency; the Chairman of the Aldermanic Committee on Housing and Urban Development; the Alderman of each Ward or part of a Ward encompassed by the Program Area, all of whom shall be members ex-officio with full participation; and

two members from each Model City Target Area who shall be appointed by the Mayor for a term of two years beginning on the first day of January, and shall serve until their successors are duly appointed and qualified.

(A) Each member from a Model City Target Area shall be appointed by the Mayor after first being nominated by the organization which is officially designated and recognized by the St. Louis Model City Agency to coordinate the Program in that Target Area. Should any appointed member from a Model City Target Area resign or become incapacitated, unable or unwilling to carry out his duties herein imposed, or should the recognized neighborhood organization request the removal of the appointed member(s) representing that neighborhood, the Mayor is hereby authorized and directed to appoint his successor(s) under the same procedure governing initial appointments. The Mayor shall consult with the affected neighborhood organization and the Executive Board prior to determining that such vacancy or vacancies exist.

(B) The Executive Board is hereby authorized and directed to participate jointly with the Mayor and the Director in the development of policies, plans, programs, contracts and agreements to carry out the Comprehensive Demonstration City Program for the City of St. Louis, and to adopt rules and regulations governing its meetings and the exercise of the powers herein conferred. The Executive Board shall meet from time to time as its business shall require or upon three days' notice from the Director, or any three members.

(C) The St. Louis Model City Agency shall furnish to the Executive Board all available information as it shall require for its work. The Agency shall make regular and frequent reports to the Executive Board as to the status of the program, staff vacancies and new positions to be filled.

(D) The St. Louis Model City Agency shall provide the Executive Board such staff assistance as it shall require for its work.

Section Seven
Approval of Project Proposals,
Work Programs and Contract
Drafts

The City of St. Louis, or the Agency on behalf of the City, shall submit project proposals and work programs to the Federal Government for approval and/or funding under the Demonstration Cities and Metropolitan Development Act of 1966 only after satisfaction of both of the following conditions:

(A) Said project proposals and work programs shall have been approved by the Executive Board and drafts of contracts and agreements shall have been submitted to it. Failure of the Executive Board to approve or disapprove within forty-five (45) days after formal submission to it shall be deemed to constitute approval.

(B) Said project proposals and work programs shall have been approved by resolution of the Board of Aldermen.

Section Eight
Review of Final Detailed Plans,
Contracts and Agreements

The City of St. Louis, or the Agency on behalf of the City, shall put into effect specific portions of the Comprehensive City Demonstration Program only after satisfaction of both of the following conditions:

(A) Specific detailed plans, contracts and agreements shall have been formally submitted to the Executive Board for their approval or disapproval. Failure of the Executive Board to act within thirty (30) days after such submission shall be deemed to constitute approval.

(B) Said specific plans, contracts and agreements shall have been approved by the Board of Aldermen by ordinance.

Section Nine
Approval of Contracts and
Agreements

The Agency is hereby authorized and directed to enter into contracts and agreements containing the said specific detailed plans on behalf of the City of Saint Louis, after first receiving the approval therefor from the Board of Estimate and Apportionment to most effectively accomplish the purposes set forth in Section Five, and in accordance with the procedures set forth in Sections Seven and Eight of this Ordinance.

Section Ten
Cooperation of Other City
Agencies

All departments, divisions, agencies, directors, commissioners and employees of the City of Saint Louis are hereby authorized and directed to cooperate with the Director in the accomplishments of its purposes and objectives.

Section Eleven
Continuation of Existing Personnel
and Executive Board Members

The present duly appointed and acting Director and the present staff of the Agency shall continue to hold their respective positions and exercise their respective duties herein until their successors are duly appointed and qualified.

The present duly appointed Target Area Resident members of the Executive Board shall continue to serve as representatives of their respective areas for the balance of their present terms ending December 31, 1972.

The present ex-officio members of the Executive Board shall continue to serve as referred to and in accordance with the provisions of Section Six of this ordinance.

Section Twelve
Severability

The provisions of this Ordinance are severable. In the event 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 that the valid provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, a void provision that it cannot be presumed that the valid provisions would have been enacted without the void one, or unless the court finds that the valid provisions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section Thirteen Section Titles

The titles of the various sections of this Ordinance are inserted solely for convenience and shall not be considered in the interpretation of this Ordinance.

Section Fourteen Emergency Clause

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

Approved: July 2, 1970.

**Ordinance 57407
(Sub. B.B. No. 75)**

An ordinance authorizing a cooperative agreement to establish a regional department of corrections through contract with the County of St. Louis and other authorized agencies, and to provide for the selection of a joint commission to supervise, manage and have charge of such joint system, and to provide for the staffing powers and duties of such joint commission, and further to provide for the care and incarceration of all prisoners awaiting trial in the City of St. Louis and County of St. Louis Courts, and post trial detentions; and containing an emergency clause.

WHEREAS, the Board of Aldermen of the City of St. Louis, Missouri, deems it desirable for promoting the efficient administration of its correctional facilities, and capital expenditures therefore, to provide, by joint agreement, for the combination of existing City-County correctional facilities under a common administration as well as provide for the expansion and/or construction of new facilities for the combined use of both agencies.

NOW, THEREFORE, under the Charter of the City of St. Louis and authority and powers conferred upon it by Article IV, Section 16 of the Constitution of Missouri and Sections 70.210 thru 70.325 of the Revised Statutes of Missouri, as follows,

Be it ordained by the City of St. Louis, as follows:

Section One. The Mayor, on behalf of the City of St. Louis, is hereby authorized to enter into a cooperative agreement with the County of St. Louis, through its supervisor, upon passage and approval of a like ordinance of the legislative body of the County of St. Louis, to provide for the creation, development and operation of a regional department of cor-

rections system. The cooperative agreement shall contain such terms and conditions as may be approved by the City Counselor and shall further include, but not be limited to, the following:

(1) The combination of existing City-County correctional facilities under a common administration as well as provide for the expansion and/or construction of new facilities for the care and incarceration of State and municipal offenders.

(2) The establishment of a joint regional commission to be known as the "Metropolitan Corrections Commission" to supervise, manage, administer, operate and have charge of aforesaid regional department of corrections, the members of which are to be selected in the manner hereinafter described and to have the powers and duties hereinafter set forth, and to manage and operate said regional correctional system subject to the following guidelines and procedures, to-wit:

(a) The Commission shall consist of seven (7) members who shall be the following: The Chairmen of the Health and Welfare, and the Inter-Governmental Affairs Committees of the City's Board of Aldermen, two persons appointed by the legislative body of the County of St. Louis, one person appointed by the Mayor of the City of St. Louis, one person appointed by the Supervisor of the County of St. Louis, and one person appointed by the Mayor and Supervisor jointly.

(b) The appointing authority, in making their respective appointments to the commission, shall be guided so that the membership will reflect a balanced representation of prosecutorial, judicial agencies and citizens.

(c) Members of the Commission who are appointed, shall serve at the pleasure of the appointing authorities. The one member ap-

pointed by joint action of the appointing authorities shall be appointed for a two year term.

Section Two. The cooperative agreement shall provide that the commission shall adopt by-laws which shall be filed with the Administration Director of the County Council and the Clerk of the Board of Aldermen for their approval. Such by-laws shall include but not be limited to:

(1) Personnel procedures for hiring, promoting, disciplining, and discharging employees.

(2) The requirement of an annual audit upon the close of the books of the fiscal year by an independent auditing firm.

(3) The authorization to accept, receive, and expend funds, grants and services from instrumentalities of State and local governments as well as the Federal Government and its agencies.

(4) The authorizations to take and let bids, to purchase, lease or otherwise acquire all necessary land, equipment, facilities and materials to operate said Department of Corrections System.

The cooperative agreement shall provide that the commission, prior to the adoption of its annual budget, shall submit said budget to the Board of Aldermen of the City of St. Louis and the legislative body of the County of St. Louis.

Section Three. The cooperative agreement shall provide that funding of all capital improvements shall be borne equally by the parties to this cooperative agreement and any other Federal, local or State instrumentality which shall choose to participate. Prisoner per diem costs shall be distributed pro-rata to the responsible municipality or agency, and shall be reimbursed by that municipality or agency to the Commission, but only at such rate which exceeds the per diem paid by any other contributing Federal, State or local government instrumentality.

Section Four. The cooperative agreement shall provide that, if any one or more of the provisions thereof be declared unconstitutional or contrary to the law, the validity of the remainder of the agreement shall not be affected thereby, but shall remain in full force and effect.

Section Five. Passage of this ordinance being deemed necessary for the immediate preservation of the health and welfare of the residents of the City of St. Louis, it is hereby declared to be an emergency within the meaning of Article IV of the Charter and shall become effective immediately upon its passage and approval by the Mayor.

Approved: August 12, 1977.

ORDINANCE #68407
Board Bill No. 103
Committee Substitute

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

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

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

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

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

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

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

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

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

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

Exhibit A
GATEWAY MALL ADVISORY BOARD: MEMBERSHIP

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

1. A designee of the St. Louis Public Library;
2. Four representatives of businesses with physical locations adjacent to the Gateway Mall;
3. A real estate developer with one or more projects adjacent to the Gateway Mall;
4. A representative of the Downtown St. Louis Residents’ Association;
5. A representative of an organization which has conducted a festival or other special event in the Gateway Mall within two (2) years prior to appointment;
6. An architect or landscape architect;
7. A representative of a public arts organization or agency;
8. A person with expertise in urban sustainability;
9. A person appointed at large; and

10. Two persons, one designated by each of the Aldermen of Wards Six and Seven , respectively; after revision of ward boundaries, one person designated by the aldermen of any ward in which any part of the Gateway Mall is located.

The following members shall serve ex officio:

1. The Chairman of the Parks and Environmental Matters Committee of the Board of Aldermen or his designee;
2. The Aldermen of Wards Six and Seven or their designees; after revision of ward boundaries, the aldermen of any ward in which any part of the Gateway Mall is located, or their designees;
3. A representative of the Planning and Urban Design Agency;
4. A representative of the Department of Parks, Recreation and Forestry designated by the Director of that department;
5. The Special Events Program Executive;
6. The Soldiers Memorial Superintendent;
7. A designee of the Partnership for Downtown St. Louis; and
8. A designee of the Gateway Mall Conservancy.

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

EXHIBIT B RESPONSIBILITIES AND AUTHORITY OF THE GATEWAY MALL ADVISORY BOARD

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

Proposed Physical Change beneficial to the Gateway Mall, or not beneficial to the Gateway Mall, with stated reasons.

The Board in its reports may address such other matters or findings as it believes will assist the public to evaluate the proposals which are reported on.

5. Keep the public informed and advised of matters relating to the Master Plan.
6. Perform such other functions and take such other actions as are consistent with its responsibilities and authority as stated in paragraphs 1 to 5, inclusive.
7. The Board is not authorized and shall not have power to amend or change the Master Plan. The Board may recommend changes to the Master Plan for consideration by the Planning and Urban Design Agency.
8. The Board is authorized to reasonably request of, and shall receive from, the Director, meeting space, clerical assistance from time to time, and supplies. The Director's obligation to comply with such requests is subject to Departmental budgetary limitations as determined by him in good faith.
9. The Director shall on an ongoing basis provide to the Board, with or without request from the Board, information necessary and appropriate for the Board to consider in carrying out its responsibilities under paragraphs 1 to 7 inclusive. The Board shall receive from the Director any public reports prepared or received by department personnel relating to or concerning Gateway Mall.
10. The Board may request and upon such request shall promptly receive information from the Director concerning plans of the City affecting the Gateway Mall.
11. The Board shall meet at least once in each calendar quarter after public notice as required by law and as determined by the Board.
12. The Board shall select officers and adopt rules for the conduct of its business, consistent with any applicable law, including but not limited to Chapter 610 and section 105.452 RSMo. 2000 as amended. The Board shall keep detailed minutes of its meetings and proceedings and maintain files of its correspondence and communications. The Board may adopt rules and procedures, consistent with applicable law, which it believes appropriate concerning records of communications to Board members and disqualification of members from voting on matters originated by the group, organization, institution, person, or entity which nominated them, or, in the case of ex officio members other than aldermen, the organization or City office in which they are employed.

Approved: July 15, 2009

WHEREAS, in times of need for capital improvements that are lacking funding, the city of St. Louis has proposed to the voters of the city general obligation bonds to provide a source of funding for those capital improvements; and

WHEREAS, after bonds are approved by the voters and issued, citizens should have the ability to monitor the spending of the funds and a mechanism of reporting that will provide the general public with a history of the expenditure of funds; and

WHEREAS, the city of St. Louis will hereby establish a Bond Oversight Committee to provide this monitoring and reporting to the general public; and

SECTION ONE. That a Bond Oversight Committee is established to monitor and report on the expenditure of any proceeds from general obligation bonds approved by the qualified electors of the City of St. Louis after the effective date of this ordinance.

SECTION TWO. The committee shall be composed of nine city residents appointed by the Board of Estimate & Apportionment, **with each member of the Board of Estimate & Apportionment appointing three individuals**, and approved by the Board of Aldermen.

Date: April 15, 2014__
Page 1 of 3

Board Bill No. 2 CS Sponsor: President Lewis Reed, Alderman Terry Kennedy, Alderman Frank Williamson, Alderman Larry Arnowitz, Alderman Antonio French, Alderman Chris Carter

1 **or planning. No less than two of the committee members shall have a background**
2 **in accounting or finance. No less than one of the committee members shall be an**
3 **attorney at law.** The members of the committee shall be appointed to two-year staggered
4 terms, with the terms of five committee members expiring on December 31 of even-number
5 years, and the terms of four committee members expiring on December 31 of odd-numbered
6 years.

7 **SECTION THREE.** The committee shall elect, **by majority vote and from within its**
8 **membership,** a chair and any other officers necessary for the performance of the
9 committee's duties.

10 **SECTION FOUR.** The committee shall meet not less frequently than once every six
11 months. The committee may meet more frequently if the committee determines that
12 additional meetings are necessary.

13 **SECTION FIVE.** The committee shall review the implementation of the Capital
14 Committee's and the Board of Public Service's plans and expenditures in relation to
15 proceeds received from any general obligation bond passed by the qualified electors of the
16 City of St. Louis after the effective date of this ordinance.

17 **SECTION SIX.** The committee shall monitor

18 (a) the timeliness of the implementation of the plans for capital projects
19 presented in relation to any general obligation bond issuance after the
20 effective date of this ordinance.

Date: April 15, 2014__
Page 2 of 3

Board Bill No. 2 CS Sponsor: President Lewis Reed, Alderman Terry Kennedy, Alderman
Frank Williamson, Alderman Larry Arnowitz, Alderman Antonio French, Alderman Chris
Carter

1 (b) Any changes in the amount of bonds issued or cash commitments made
2 as compared to the total capital projects plan presented to the public at
3 the time of bond issuance.

4 **SECTION SEVEN.** The committee shall annually provide a written report to the Board of
5 Aldermen Ways & Means Committee indicating whether

6 (a) the timing and location of projects are equitably distributed in all areas
7 of the City,

8 (b) the projects are built in a cost-effective manner and within budget
9 targets, and

10 (c) the projects are built to acceptable standards of quality.

11
12 **SECTION EIGHT.** The Board of Public Service and the Budget Director's office will
13 respond to requests of the Bond Oversight Committee as necessary to meet the provisions of
14 this ordinance.

15
Date: April 15, 2014__
Page 3 of 3

Board Bill No. 2 CS Sponsor: President Lewis Reed, Alderman Terry Kennedy, Alderman
Frank Williamson, Alderman Larry Arnowitz, Alderman Antonio French, Alderman Chris
Carter

Chapter 3.70 - MUNICIPAL BRIDGE COMMISSION

3.70.010 - Created—Composition.

There is created a commission to be known as the Municipal Bridge Commission which shall perform duties and exercise authority as in this chapter or any ordinance prescribed. The Commission shall consist of the Mayor, the President of the Board of Aldermen, the Comptroller, the President of the Board of Public Service, the Director of Public Utilities, and the Director of Streets, who shall serve as members of the Commission during their incumbency of their respective offices, and without pay other than that received for the performance of the duties imposed in connection with their offices. A majority of the members of the Commission, at any meeting thereof, shall constitute a quorum for the transaction of business, and all action by the Commission shall require the concurrence of a majority of all members.

(1948 C., Ch. 19, § 2; 1960 C., § 591.010; 1994 C., § 3.70.010.)

3.70.020 - Oaths—Subpoenas.

Each member of the Municipal Bridge Commission is authorized and empowered to administer oaths and affirmations in matters incident or belonging to the exercise of the duties or powers of the Commission. The Municipal Bridge Commission is empowered to require, by subpoena, the attendance and testimony of witnesses, and the production of books, papers and documents, in any hearing or investigation conducted by or before the Commission in respect to any matter or thing pertaining to the use of the railroad deck, or its approaches, of the Douglas MacArthur Bridge under the provisions of this chapter and Chapters 20.02—20.06.

(1948 C., Ch. 19, § 3; 1960 C., § 591.020; 1994 C., § 3.70.020.)

3.70.030 - Authority to make rules—Employment of experts.

The Municipal Bridge Commission shall make rules for its guidance and procedure under the provisions of this chapter, and shall regulate the mode and manner of procedure in all investigations and hearings before it. The Commission may, from time to time, employ and consult experts and other persons as may be necessary to aid the Commission or the superintendent to carry out the provisions of this chapter and Chapters 20.02—20.06 and shall fix their compensation. Such compensation shall be paid out of the Municipal Bridge Fund or out of such other appropriations as may be made by ordinance for that purpose, and shall be added to the cost of operation of the Douglas MacArthur Bridge and approaches.

(1948 C., Ch. 19, § 4; 1960 C., § 591.030; 1994 C., § 3.70.030.)

3.70.040 - Civil engineer.

The Municipal Bridge Commission is authorized to appoint and employ a civil engineer. He shall perform duties as assigned to him by the Chairman of the Commission.

(1948 C., Ch. 19, § 5; 1960 C., § 591.040; 1994 C., § 3.70.040.)

3.70.050 - Control of Douglas MacArthur Bridge.

Subject in all respects and at all times to superior jurisdiction as the secretary of war, the Interstate Commerce Commission, the Public Service Commission of the State of Missouri, the Board of Public Service of the City, or any other body, tribunal or official may have the authority to exercise in the premises, and subject also, to all present and future valid and pertinent laws, the Municipal Bridge Commission shall have and exercise general supervision and control over the maintenance, regulation and operation of the Douglas MacArthur Bridge and all parts thereof, with power from time to time to make, alter and enforce rules and regulations for the hauling and movement of traffic over and upon the respective portions of the bridge and approaches under the control of the Commission, and to make recommendations as to the charges for the use of the vehicular as well as the railroad deck of the bridge, as necessary or proper for the interests of the public and of the commerce of St. Louis the Commission may have additional powers and duties as prescribed.

(1948 C., Ch. 19, § 6; 1960 C., § 591.050; 1994 C., § 3.70.050.)

Chapter 3.76 - YOUTH COMMISSION

3.76.010 - Appointment—Terms.

The Mayor is authorized to appoint nine residents of the City to serve with the same number appointed by the St. Louis County Supervisor, who when so appointed, shall become members of and constitute the Metropolitan St. Louis Youth Commission. The Chairman of the Commission shall be elected by the members so appointed. The Chairman may or may not be a Commission member and may either be a resident of the City or of the county of St. Louis. If the elected Chairman is one of the members appointed by the Mayor, the Mayor shall appoint another resident of the City to fill the vacancy thus created. The members of the Commission and its Chairman shall serve as such without compensation. Each member of the Commission shall be appointed for, and serve for, a term of three years. Of the nine members first appointed after July 11, 1957 three shall be appointed and shall serve for a term of one year; three shall be appointed and serve for a term of two years; and three shall be appointed and serve for a term of three years, respectively. All members shall continue to serve until their reactive successors shall have been appointed. The Chairman of the Committee on Parks, Recreation and Juvenile Delinquency of the Board of Aldermen, shall be an ex officio member of the Commission, but shall not have a vote in the proceedings of the Commission.

(1960 C., § 22.010; 1994 C., § 3.76.010; Ord. No. 48473, § 1, 1957; Ord. No. 47958, § 1, 1956.)

3.76.020 - Powers and duties.

The powers and duties of the Youth Commission shall be to conduct surveys and make studies of the causes and conditions affecting juvenile delinquency in the metropolitan community, to coordinate and correlate the activities of individuals, agencies and offices presently acting to combat juvenile delinquency and to make advisory recommendations to the Mayor and the St. Louis County Supervisor as proper with regard to programs, legislation or other actions bearing on the problem of juvenile delinquency in the metropolitan community. The Commission shall have the power to make rules and regulations concerning the conduct of its own operations as necessary.

(1960 C., § 22.020; 1994 C., § 3.76.020; Ord. No. 47958, § 2, 1956.)

3.76.030 - Personnel—Expenses.

The Commission is authorized to employ personnel within budgetary limitations as necessary to carry out the purposes of the Commission for terms and on conditions as the Commission may prescribe. The Commission may incur reasonable expenses relating to the operation of the Commission, the expenses to

include, but not being limited to, salaries of employees of the Commission, office furniture, equipment and supplies and related miscellaneous expenses.

(1960 C., § 22.030; 1994 C., § 3.76.030; Ord. No. 47958, § 3, 1956.)

3.76.040 - One-half expenses paid by City.

The expenses of the Metropolitan Youth Commission, when certified by the Chairman shall be paid out of the appropriate account set aside for the Commission in the annual budget of the City in an amount not to exceed one-half of the obligation.

(1960 C., § 22.040; 1994 C., § 3.76.040; Ord. No. 47958, § 4, 1956.)

Summary
Board Bill Number 71
Introduced by Alderman Thomas Oldenburg
September 19, 2025

This Board Bill directs the Director of Streets to install speed humps to calm the flow of traffic on various blocks in the 2nd ward.

BOARD BILL NUMBER 71 INTRODUCED BY ALDERMAN THOMAS OLDENBURG

Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on various blocks in the 2nd ward.

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

SECTION ONE. Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** the Director of Streets is hereby directed to install speed humps to calm the flow of traffic on various blocks in the 2nd ward as follows:

1. Speed Humps shall be installed on the 5249 Block of Robert Avenue.
2. Speed Humps shall be installed on the 6710 Block of Parkwood Place.
3. Speed Humps shall be installed on the 4600 Block of Delor Avenue.
4. Speed Humps shall be installed on the 5400-5500 Block of Goethe Avenue.
5. Speed Humps shall be installed on the 5228 Block of Gersham Avenue.
6. Speed Humps shall be installed on the 6258 Block of Walsh Street.
7. Speed Humps shall be installed on the 6400 Block of Devonshire Avenue.
8. Speed Humps shall be installed on the 5600 Block of Rhodes Avenue.
9. Speed Humps shall be installed on the 4400 Block of Itaska Street.
10. Speed Humps shall be installed on/near the intersection of Tamm & Winona Avenue.
11. Speed Humps shall be installed on the 4216 Block of Neosho Street.
12. Speed Humps shall be installed on/near the intersection of Rhodes & Macklind Avenue.
13. Speed Humps shall be installed on the 5200 Block of Gersham Avenue.



Board Bill Number 71
Map: 5200 Block of Robert Avenue

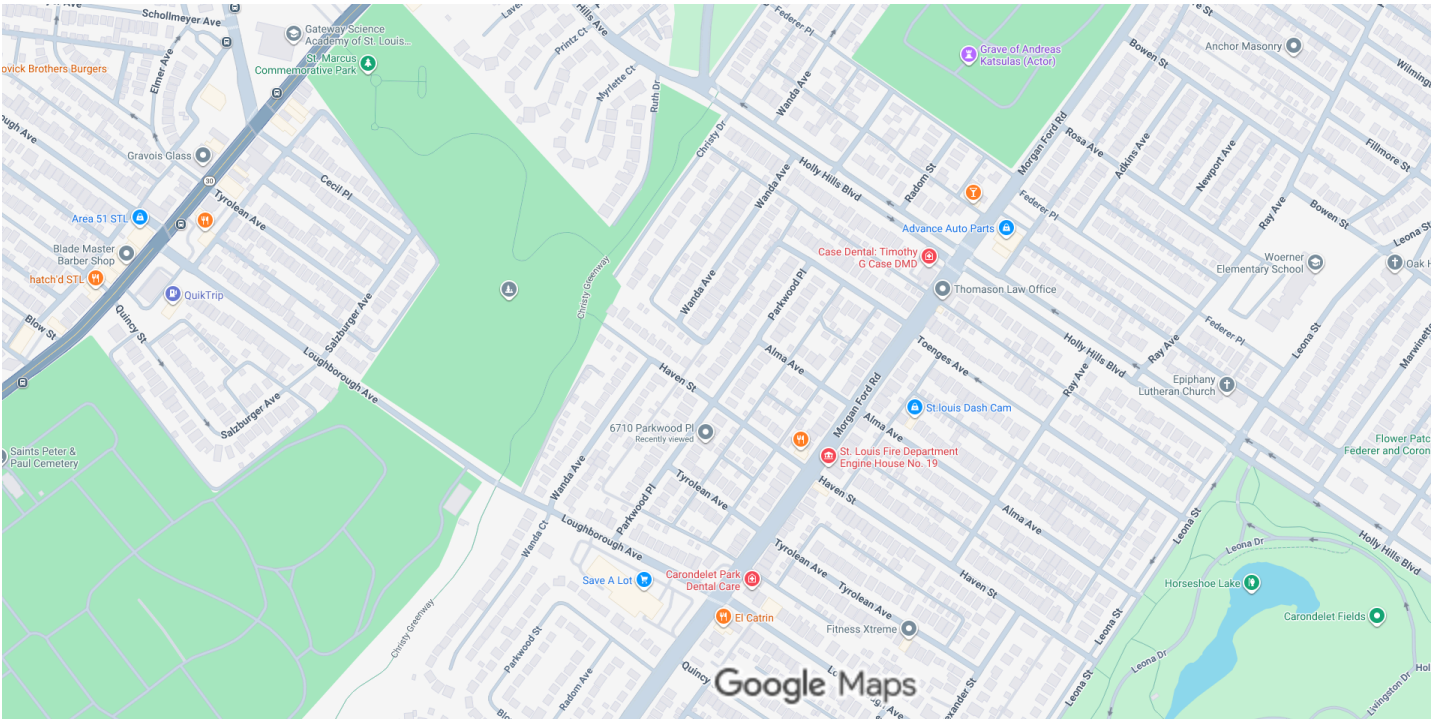


Map data ©2025 Google 200 ft



Board Bill Number 71
Map: 6700 Block of Parkwood Place

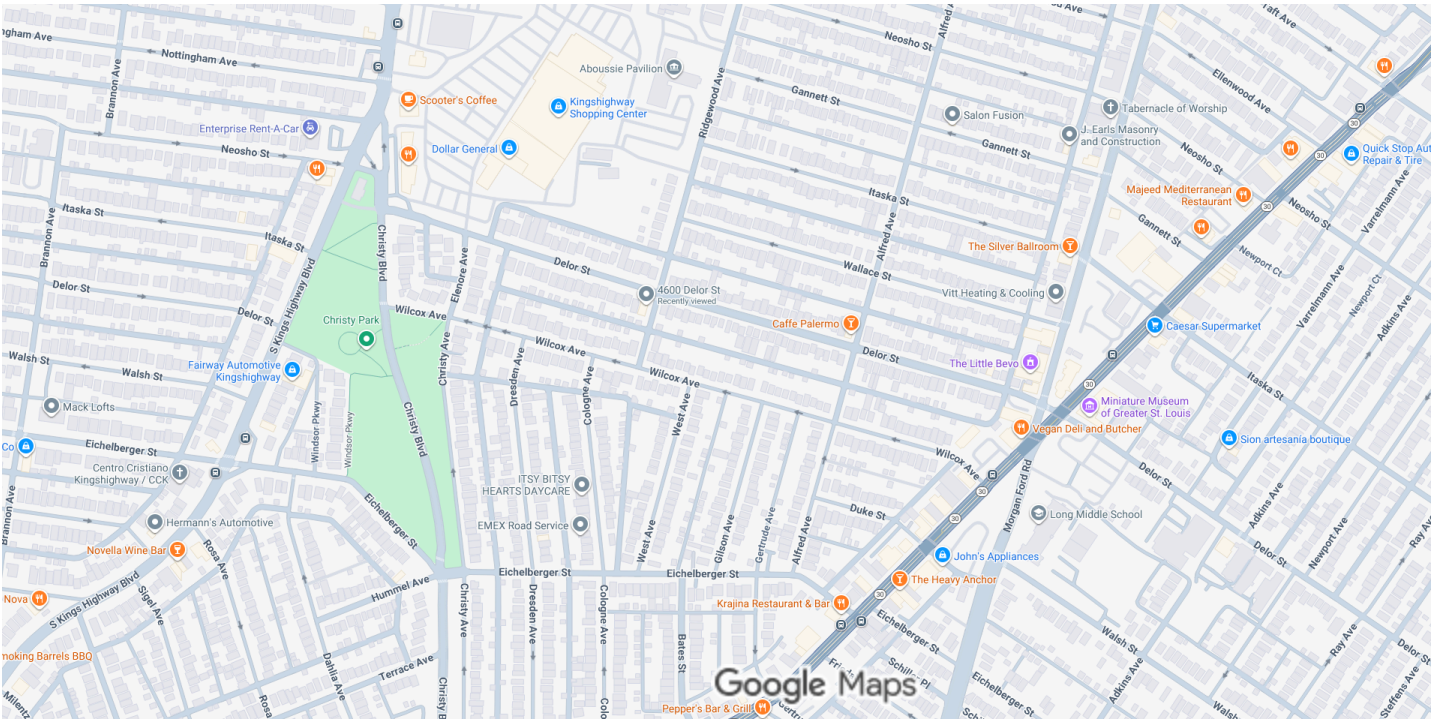
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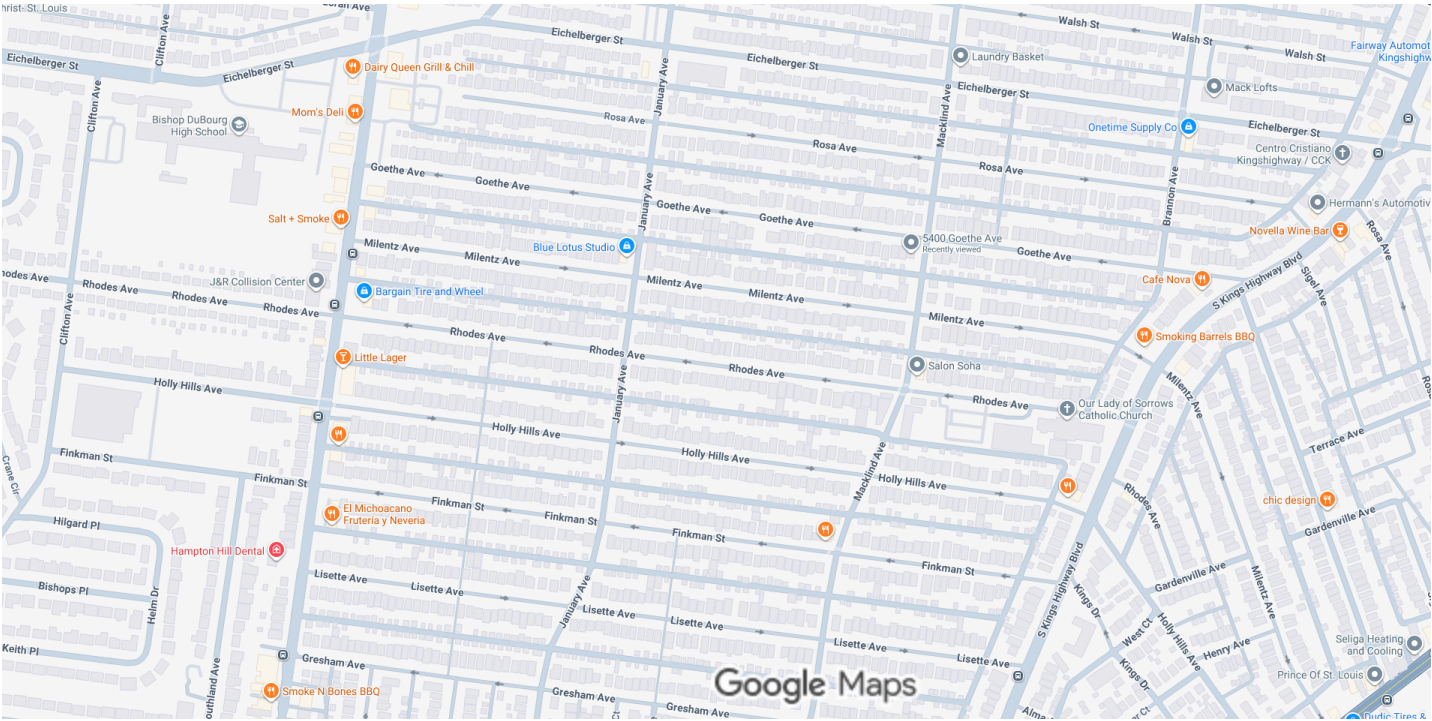
Board Bill Number 71
Map: 4600 Block of Delor Avenue



Map data ©2025 Google 200 ft



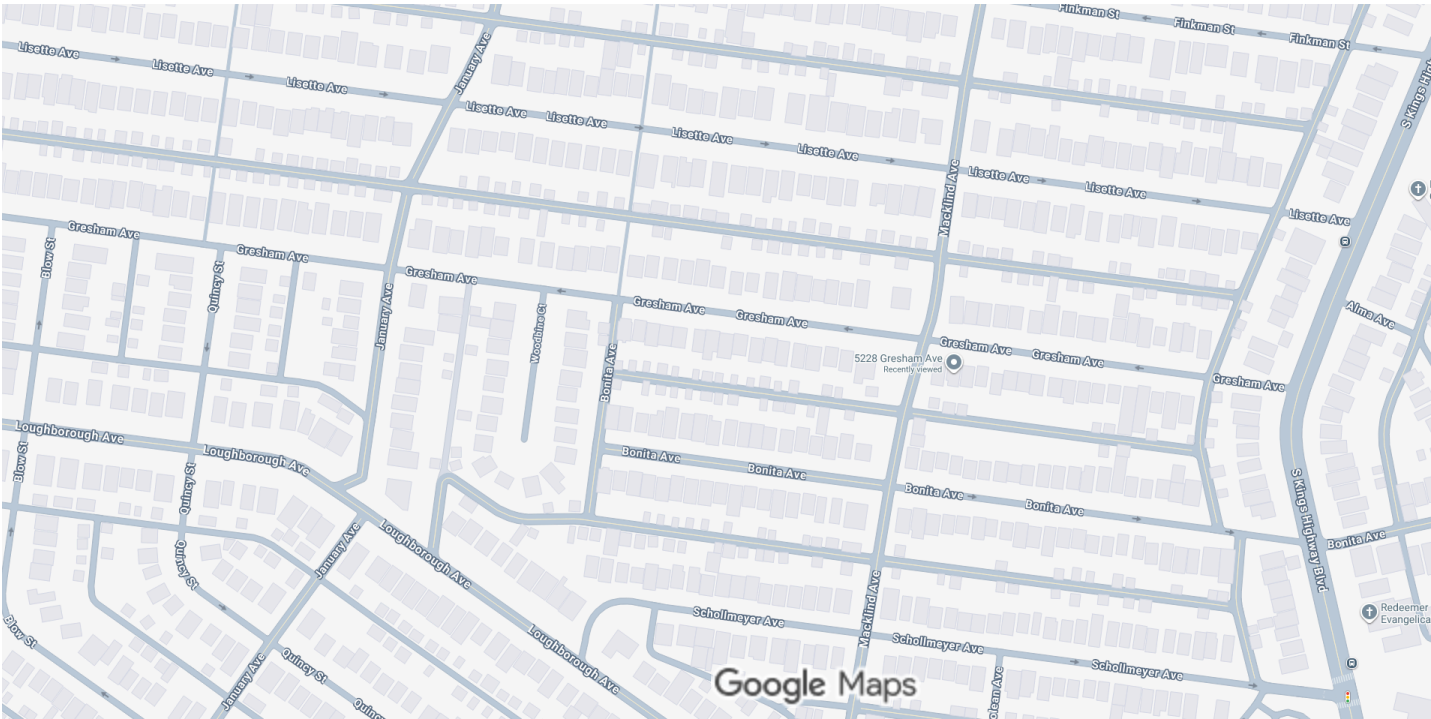
Board Bill Number 71
Map: 5400-5500 Block of Goethe Avenue



Map data ©2025 Google 200 ft



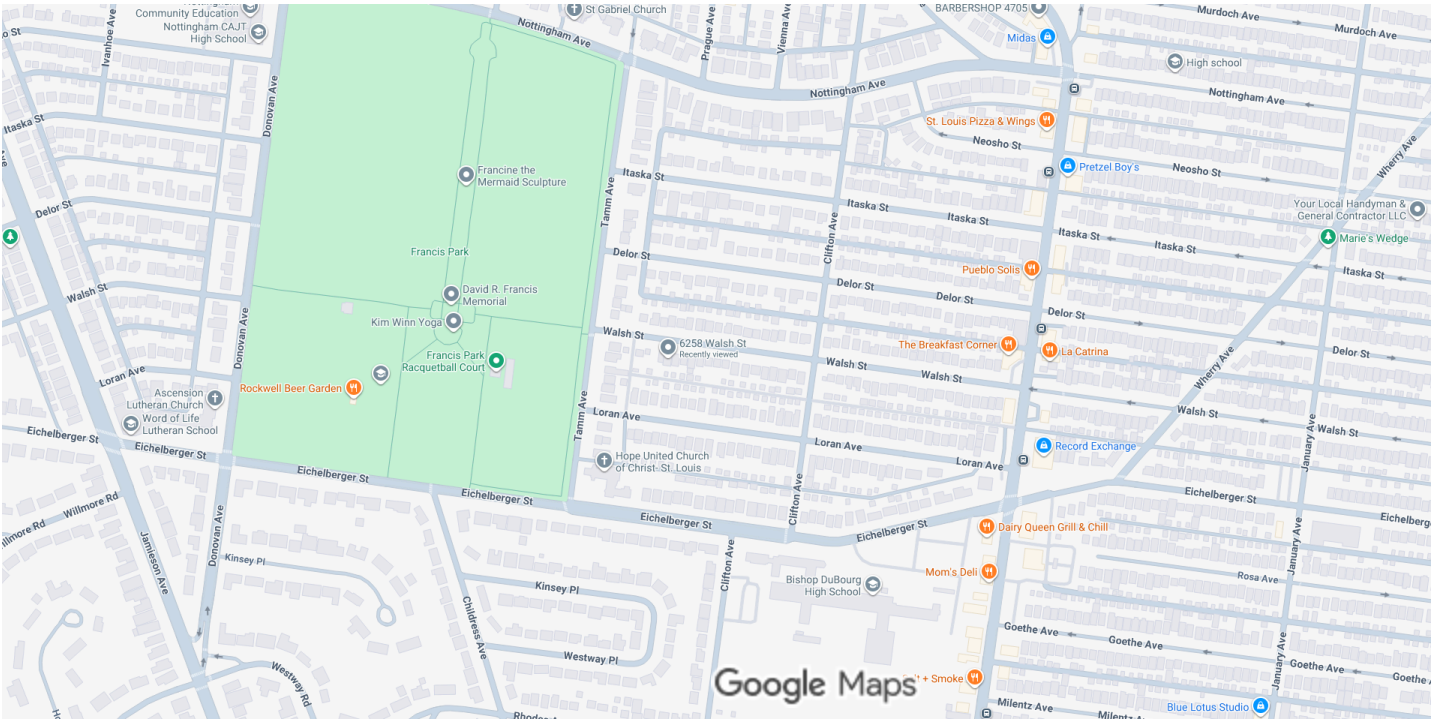
Board Bill Number 71
Map: 5228 Block of Gresham Avenue



Map data ©2025 100 ft



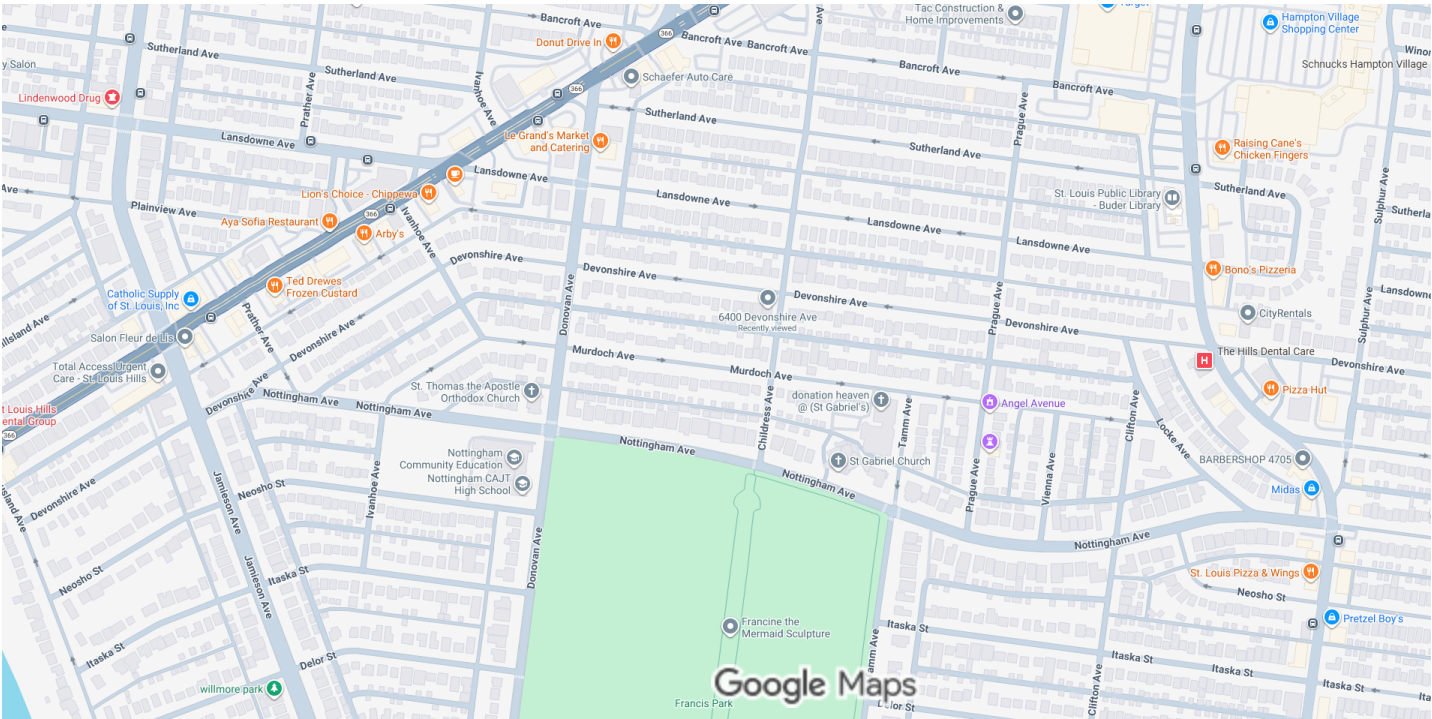
Board Bill Number 71
Map: 6258 Block of Walsh Street



Map data ©2025 Google 200 ft



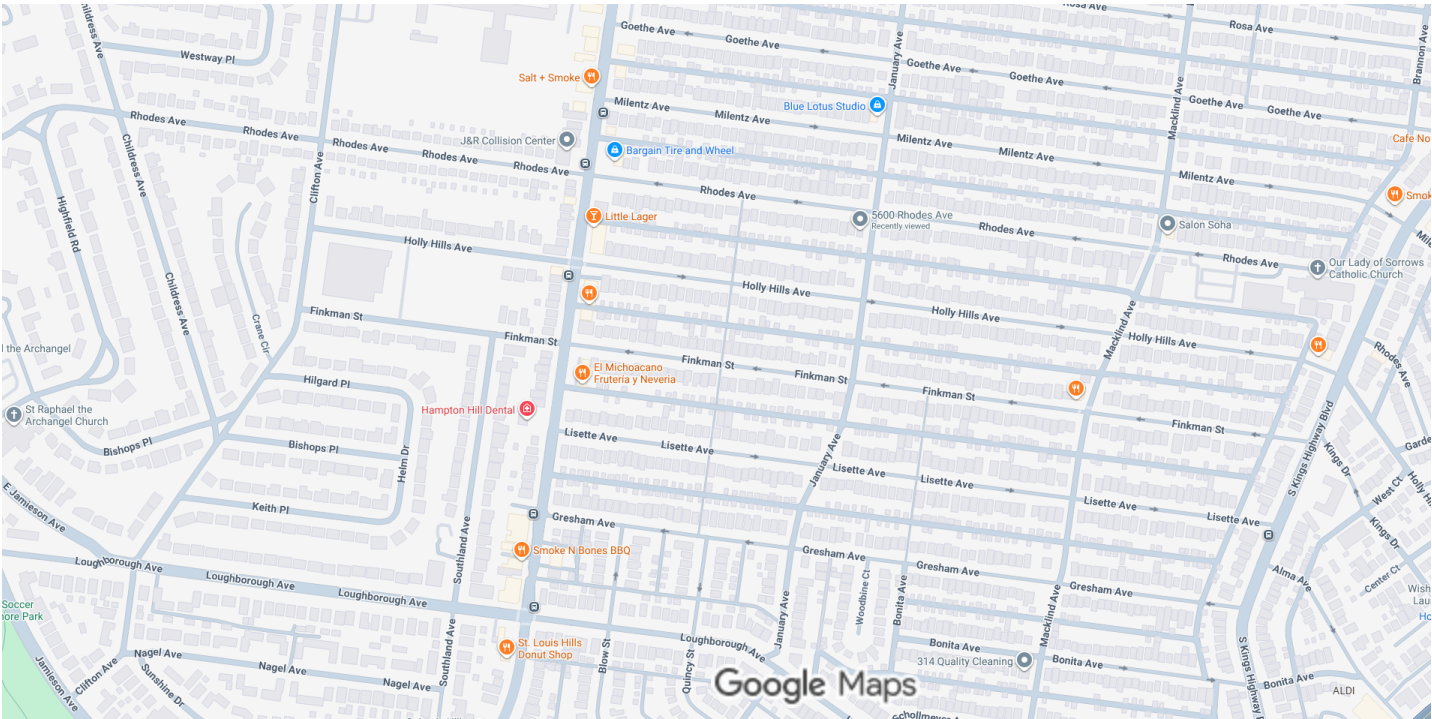
Board Bill Number 71
Map: 6400 Block of Devonshire Avenue



Map data ©2025 Google 200 ft



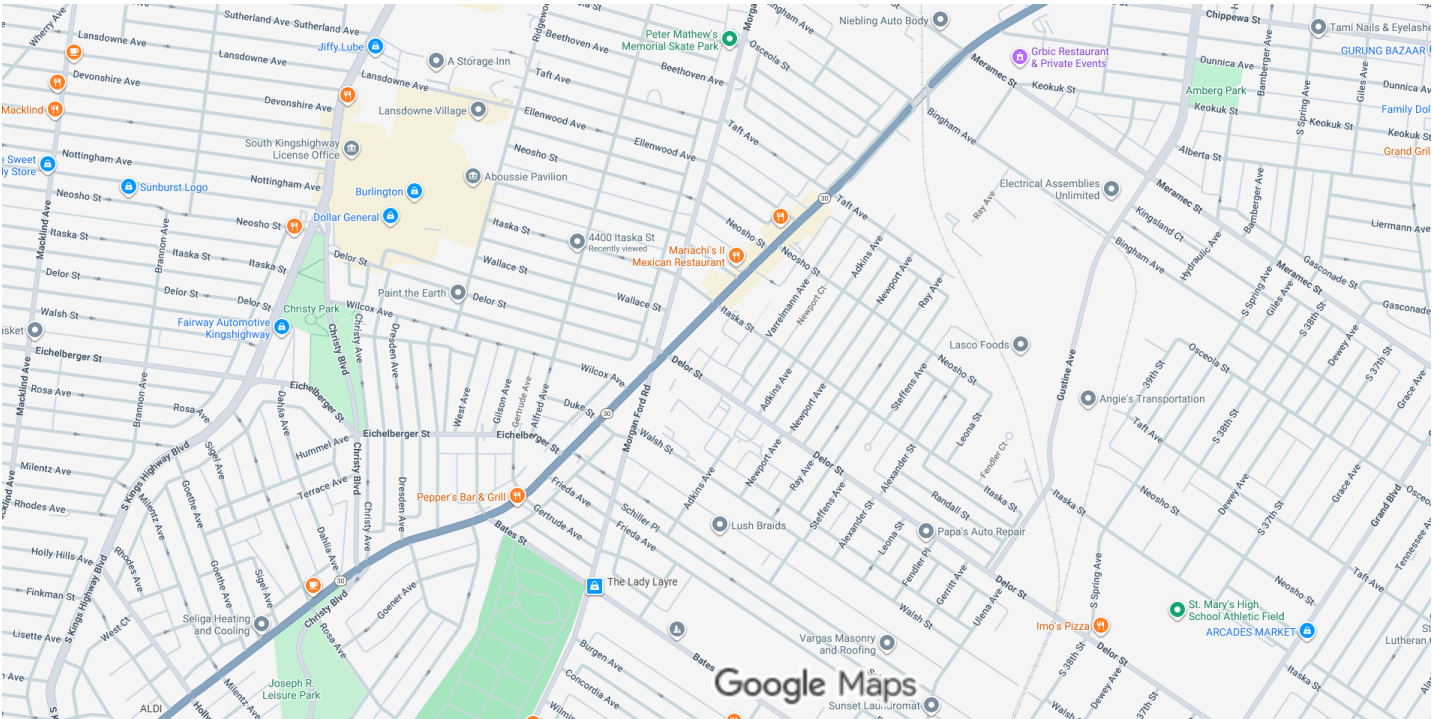
Board Bill Number 71
Map: 5600 Block of Rhodes Avenue



Map data ©2025 Google 200 ft



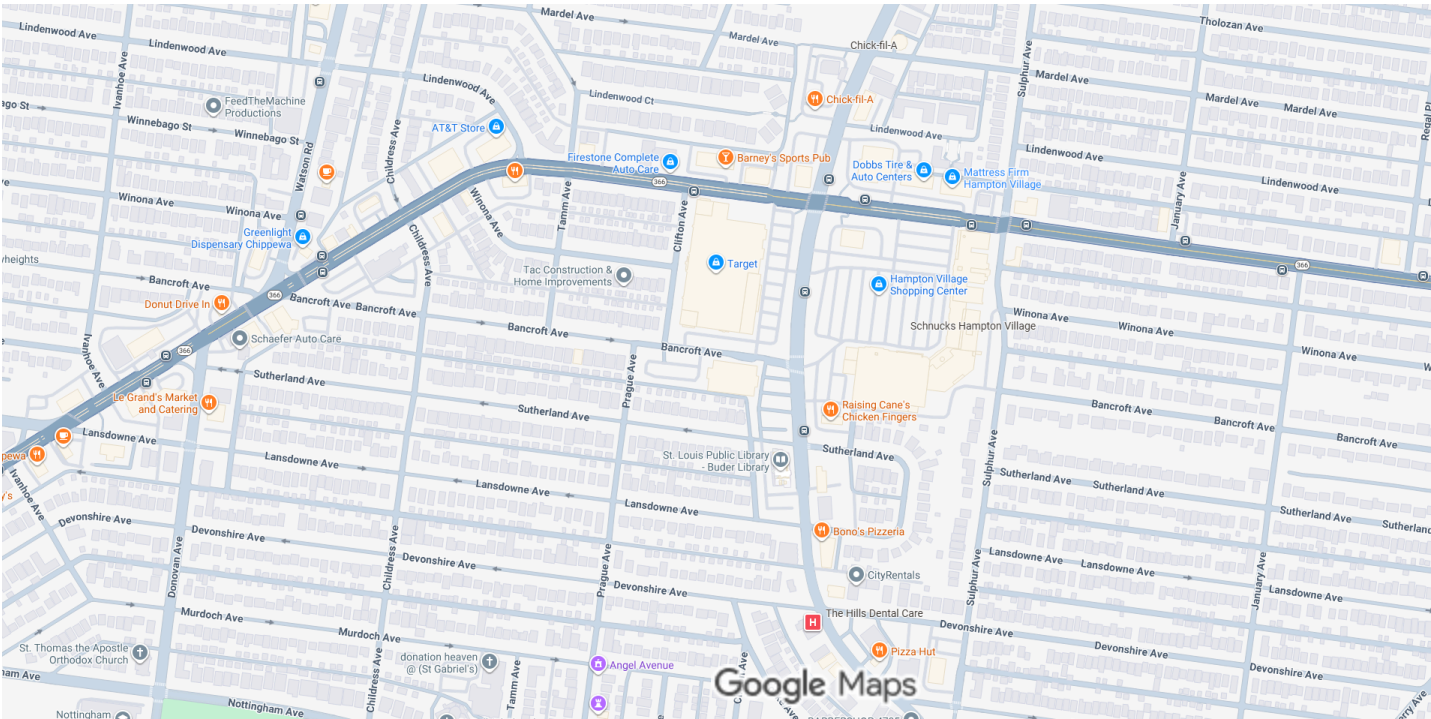
Board Bill Number 71
Map: 4400 Block of Itaska Street



Map data ©2025 Google 500 ft



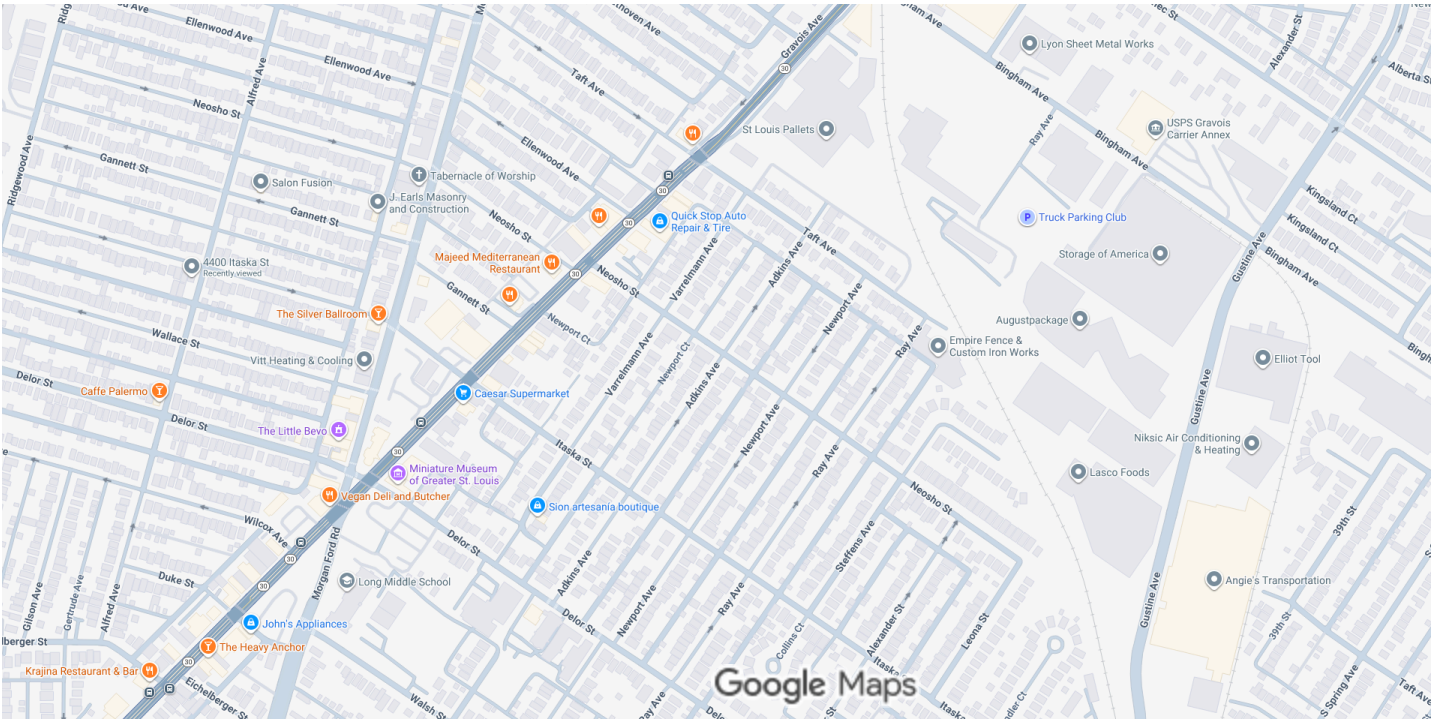
Board Bill Number 71
Map: Tamm & Winona Avenue



Map data ©2025 Google 200 ft



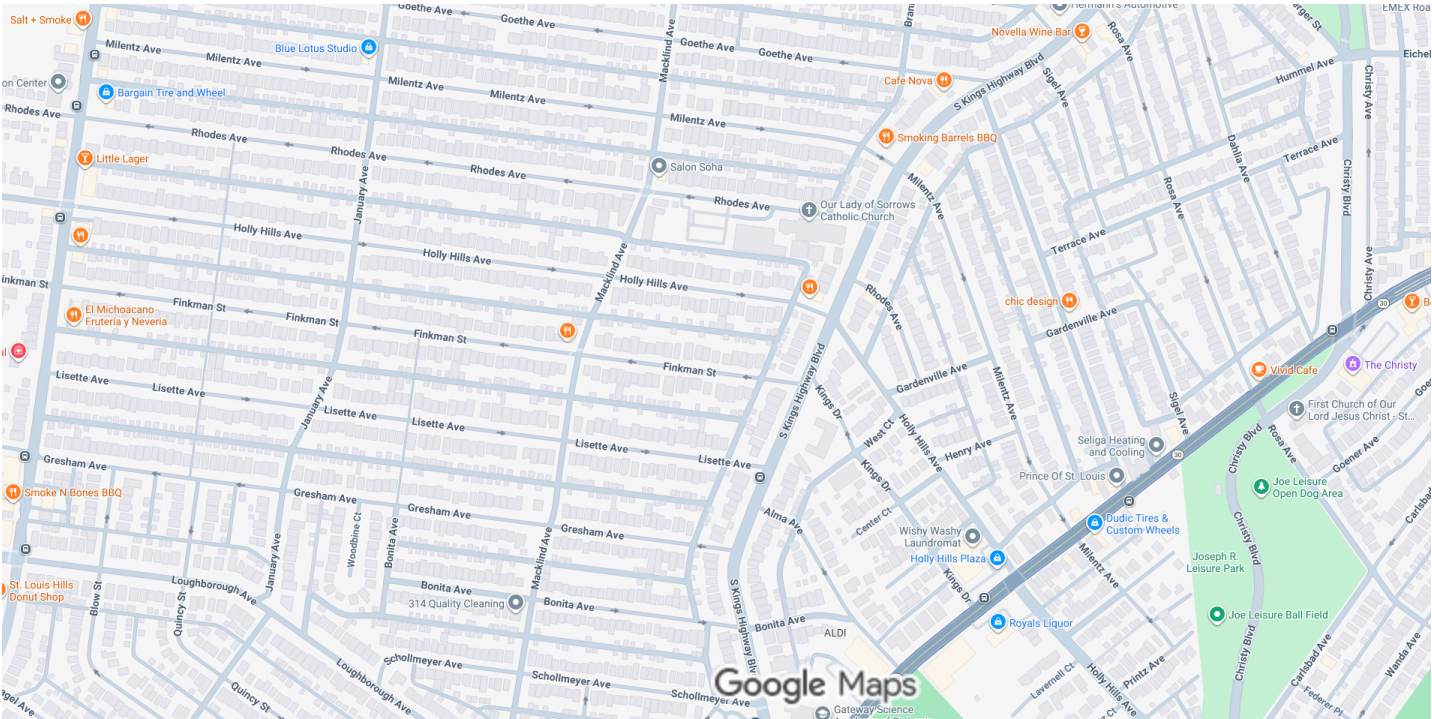
Board Bill Number 71
Map: 4200 Block of Neosho Street



Map data ©2025 Google 200 ft



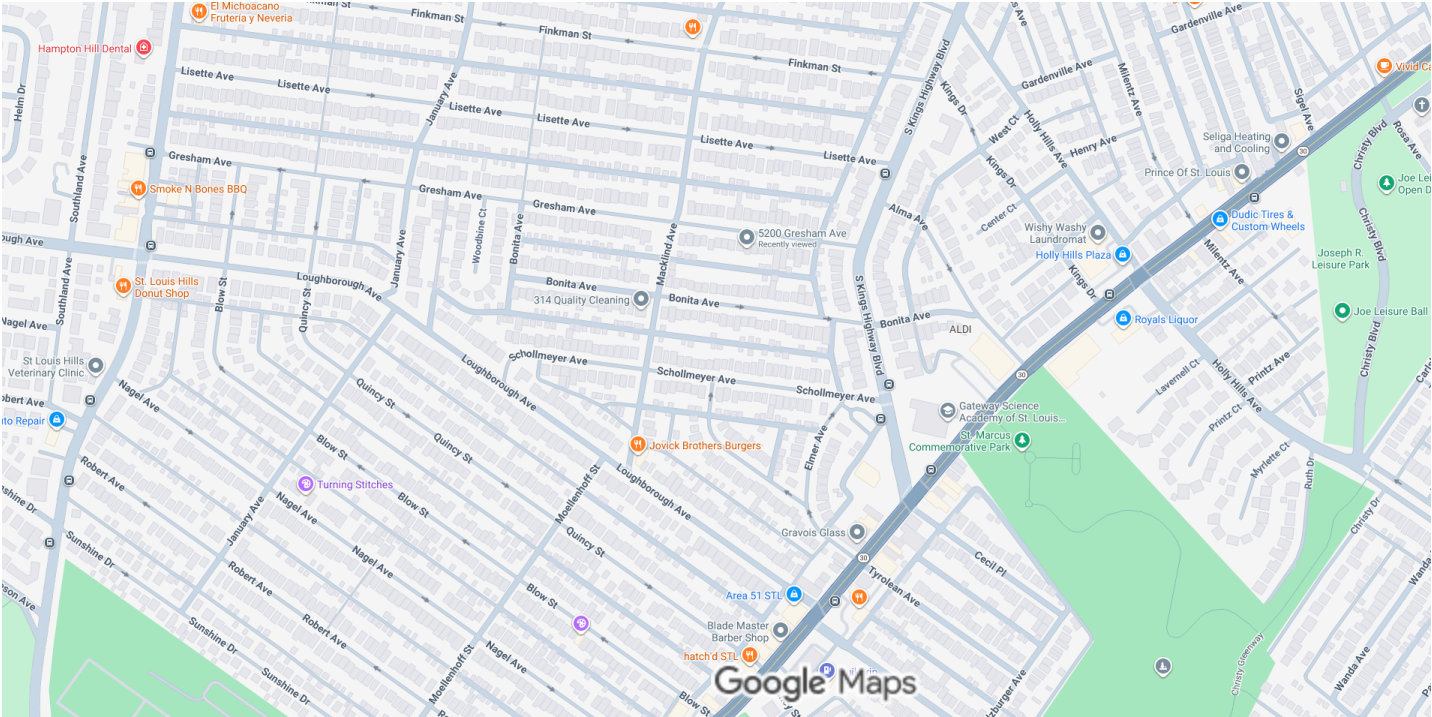
Board Bill Number 71
Map: Rhodes & Macklind Avenue



Map data ©2025 Google 200 ft



Board Bill Number 71
Map: 5200 Block of Gresham Avenue



Map data ©2025 Google 200 ft

Summary
Board Bill Number 72
Introduced by Alderman Thomas Oldenburg
September 19, 2025

Pursuant to **Ordinance Number 68937** the proposed bill authorizes the honorary street name Brian McKenna Way, which shall begin at the intersection of Childress and Nottingham Street and runs East on Nottingham Street to the intersection of Nottingham and Tamm Street.

**BOARD BILL NUMBER 72 INTRODUCED BY ALDERMAN THOMAS OLDENBURG
COSPONSORS: ALDERWOMAN SHAMEEM CLARK-HUBBARD/ ALDERMAN
MATT DEVOTI/ ALDERMAN MICHAEL BROWNING**

An Ordinance authorizing the honorary street name Brian McKenna Way pursuant to **Ordinance Number 68937**, which shall begin at the intersection of Childress and Nottingham Street and run East on Nottingham Street to the intersection of Tamm Ave and Nottingham Street.

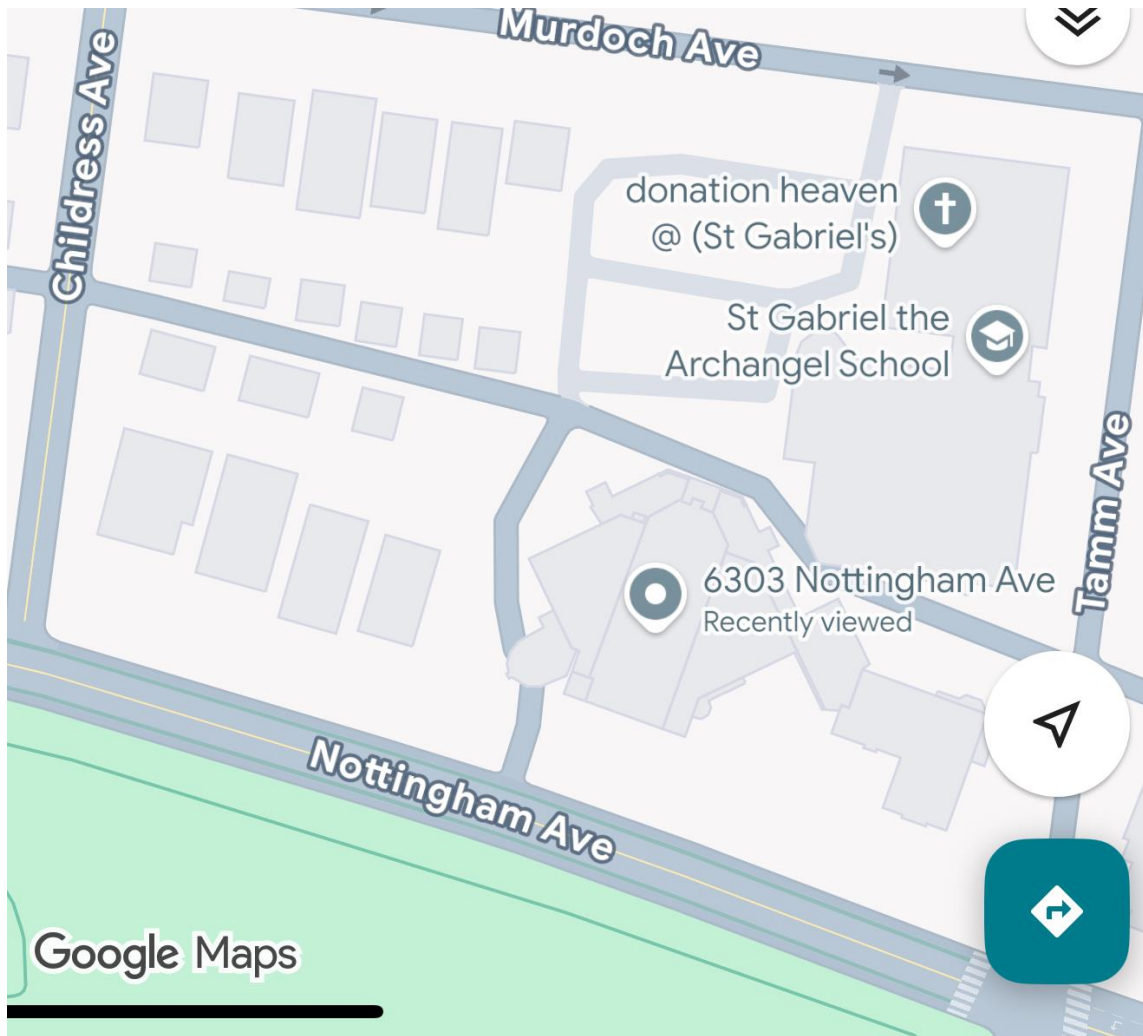
BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

SECTION ONE. The honorary street name Brian McKenna Way shall begin at the intersection of Childress Street Name and run East on Nottingham Street to the intersection of Tamm Street and Nottingham Street.

SECTION TWO. Pursuant to **Ordinance Number 68937**, at least sixty percent of all registered voters and / or persons owning a business on Nottingham Street between the intersections of Childress Street and Tamm Street have signed a petition in support of this honorary street name.

SECTION THREE. Upon receipt of payment for manufacturing and installing the honorary street signs, the Director of Streets shall install the honorary the street signs, “Brian McKenna Way” at the intersections of Childress Street and Tamm Street.

Board Bill Number 72
Map: Brian Mckenna Way



Summary
Board Bill Number 74
Introduced by Alderman Bret Narayan
September 26, 2025

An Ordinance recommended by the Board of Estimate and Apportionment authorizing the City Emergency Management Agency to accept Hazard Mitigation Grant Program funding in an amount of \$697,678.87 from the State of Missouri Emergency Management Agency (SEMA); appropriating said funds and a required City match for such funds; authorizing the expenditure of such funds, to the extent received, and authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause.

BOARD BILL NUMBER 74 INTRODUCED BY ALDERMAN BRET NARAYAN

1 An Ordinance recommended by the Board of Estimate and Apportionment authorizing the City
2 Emergency Management Agency to accept Hazard Mitigation Grant Program funding in an
3 amount of \$697,678.87 from the State of Missouri Emergency Management Agency (SEMA);
4 appropriating said funds and a required City match for such funds; authorizing the expenditure of
5 such funds, to the extent received, and authorizing contracts and other documents to expend such
6 funds, to the extent received; and containing an emergency clause.

7 **WHEREAS**, the City Emergency Management Agency (CEMA) has been awarded
8 Hazard Mitigation Grant Program funding to conduct flood buyouts for residential properties
9 affected during the July 2022 flash floods,

10 **WHEREAS**, the City Emergency Management Agency works to:

- 11 a) promote a culture of preparedness within the City;
12 b) mitigate, manage, and reduce threats and hazards, and,
13 c) reduce the risks to life and property in areas prone to repeated flooding.

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

15 **SECTION ONE.** The City of St. Louis, through the City Emergency Management Agency, is
16 hereby authorized to accept the Hazard Mitigation Grant Program funding of \$697,678.87, by
17 entering into a Grant Agreement in the form of **Attachment A** with the State of Missouri
18 Emergency Management Agency for the purpose of acquiring and demolishing 7 flood-prone
19 properties in the Ellendale neighborhood to be converted into perpetual green space.

20 **SECTION TWO.** There is hereby appropriated the sum of up to Six Hundred Ninety-Seven
21 Thousand, Six Hundred Seventy-Eight Dollars and Eighty-Seven Cents (\$697,678.87) of SEMA's

1 Hazard Mitigation Grant Program funding to CEMA to the extent such funds are received. There
2 is further appropriated the sum of Two Hundred Thirty-Two Thousand, Five Hundred Fifty-Nine
3 Dollars and Sixty-Three Cents (\$232,559.63) as a required match of City funds as required under
4 this Grant. The Commissioner of CEMA or the Commissioner's authorized designee is hereby
5 authorized to make, negotiate, and execute any and all contracts or other documents on behalf of
6 the City to expend such funds and to expend such funds on behalf of the City for certain purposes
7 substantially in accordance with the purposes detailed in Attachment A to the extent such funds
8 are received. The Comptroller is authorized and directed to issue warrants to the Treasurer for
9 payment of all expenditures authorized in this Section provided that such warrants do not exceed
10 the total amount of funds appropriated by this Section.

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

**Missouri State Emergency Management Agency
Hazard Mitigation Grant Program
City of St. Louis, Ellendale Flood Mitigation
Buyout (FEMA-DR-4665-MO, Project #0018)
Funding Approval Form**



Name and Address of Recipient: Missouri Emergency Management Agency P.O. Box 116 Jefferson City, Missouri 65102	Name and Address of Subrecipient: City of St. Louis 1915 Olive St., CEMA 6 th Floor St. Louis, Missouri 63103 UEI: GQFJWBEUYBU1
Disaster Number: FEMA-DR-4665-MO, Project #0018	ALN Number: 97.039
Grant Award Date: October 9, 2024	Anticipated Project Completion Date: October 9, 2026 (24 months)
Non-Federal Match Source (25% Cost Share): The City of St. Louis will provide the local non-federal match in cash in the amount of \$232,559.63.	
Project Description: Acquire and demolish seven (7) flood-prone properties and deed restrict them into open space for perpetuity.	

Budget			
Description:	Federal Award	Non-Federal Match	Total Award
Total Funds Awarded:	\$697,678.87	\$232,559.63	\$930,238.50

Signature of Authorized Representatives:



Sarah Russell, Commissioner of CEMA
City of St. Louis

10-16-2024
Date



Ronald C. Broxton, Recovery Division Manager
Missouri State Emergency Management Agency

10/24/2024
Date

RECEIVED OCT 21 2024

**Missouri State Emergency Management Agency
Hazard Mitigation Grant Program (HMGP)
Grant Agreement
FEMA-DR-4665-MO, Project #0018**



This grant agreement is made by and between the **Missouri State Emergency Management Agency (SEMA)**, herein called the **"State"** and the **City of St. Louis**, herein called the **"Sub-recipient"**.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Sub-recipient agree as follows:

1. The Sub-recipient agrees to accept responsibility for adherence to this Agreement.
2. The Sub-recipient agrees that any and all such amount of local funds or in-kind services or materials shall be equal to or greater than 25% of the total project costs.
 - (A) The following documentation is required for matching cash contributions:
 - Record of source of donor, dates, rates, amounts, deposit slips
 - (B) The following documentation is required for matching noncash contributions:
 - Record of donor, dates, rates, and amount.
3. The Sub-recipient agrees that any proposed activity budget variances (from the Funding Approval form) in excess of the amount of this Agreement shall be approved by the State in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Sub-recipient's governing body in advance of an obligation of such activity.
4. The Sub-recipient agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
5. The (applicant) sub-recipient shall not contract with any entity identified on the General Services Administration System for Award Management (SAM) <https://www.sam.gov/SAM> Excluded Parties List (Debarred List).
6. Procurement by noncompetitive proposals: Sub-recipient must follow 2 CFR Part 200.320 (c) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply: (1) The item is available only from a single source; (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation; (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) After solicitation of a number of sources, competition is determined inadequate.
7. The Sub-recipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Sub-recipient determine that any milestone will not be met, the Sub-recipient will contact the State to request approval to revise the work schedule accordingly.
8. The Sub-recipient agrees that any Federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Sub-recipient's local depository, or canceled if such funds have not been drawn.

RECEIVED OCT 21 2024

9. The Sub-recipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
10. The Sub-recipient agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
11. The Sub-recipient agrees to provide the State Monthly Progress Reports by the 10th of each month, reporting on the prior month.
12. The Sub-recipient agrees to comply with any and all guidance provided by the State in regards to this grant to include the *Local Officials Guide to Managing a Voluntary Buyout* guidebook along with all requirements as outlined in *44 Code of Federal Regulations Part 80: Property Acquisition and Relocation for Open Space*.
13. The Sub-recipient agrees that all funds received under this Agreement shall be held and used by the Sub-recipient for the purpose of accomplishing the project only and none of the funds so held or received shall be diverted to any other use or purpose.
14. The Sub-recipient agrees that any material prepared by the Sub-recipient or persons or firms employed or contracted by the Sub-recipient shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
15. The Sub-recipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Sub-recipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Sub-recipient's obligations.

16. Advance Payment Request Requirements:

Advance Payment: For the purposes of this Grant Agreement, advance payment is defined as funds given to a sub-recipient in advance of the sub-recipient paying a bill. For example, if a sub-recipient requests advance payment prior to paying the vendors bill, receiving the funds would be considered an advance payment. Advances cannot be made until the activity has been performed, i.e. equipment or services has been delivered and invoiced. For example, when purchasing goods and services or an equipment item, an advance cannot be made until the item has been received and the vendor has billed for the item.

Consequently, the sub-recipient does not have to pay the vendor before submitting the advance request. The sub-recipient must have incurred the debt prior to submitting the advance request.

For an advance prior to paying a vendor, the following conditions must be taken into consideration:

- (a) There will be a minimum dollar amount established when a sub-recipient requests an advance payment; the dollar amount will be determined on a case-by-case basis.
 - (b) When requesting an advance payment, the sub-recipient is required to submit proof of payment (i.e. copy of check or credit card statement) to SEMA within 30 days.
17. In the event that the State or an audit has determined that the Sub-recipient has failed to comply with this Agreement, the Sub-recipient shall perform remedial actions to correct the deficiency, as

determined by the State, which may include:

- Repayment or reimbursement to the State for Federal and State funds spent inappropriately;
 - The return of Federal and State funds deposited at the Sub-recipient's local financial institution to the State;
 - The return of any equipment, materials or supplies purchased, leased or lease purchased using Federal or State funds to the State or supplier;
 - Other actions as the State deems appropriate.
18. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Sub-recipient has failed to comply with the conditions of this Agreement. The State shall notify the Sub-recipient in writing of the determination and the reasons for the termination, together with the effective date. The Sub-recipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Sub-recipient's duty to cancel all outstanding obligations that are legally possible.
19. The State and Sub-recipient each binds himself to his successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.
20. The State may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Sub-recipient's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
21. The Sub-recipient agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Sub-recipient shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Sub-recipient further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any completed work or tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and the Federal Emergency Management Agency and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Sub-recipient or the Sub-recipient's employees
22. The Sub-recipient agrees that the remediation of any hazardous materials (except asbestos in acquisition/demolition projects) discovered during the completion of this project is the sole responsibility of the Sub-recipient. The Sub-recipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any funds or resources to the required remediation.
23. The Sub-recipient agrees that it understands and accepts the responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.550 (Illegal Immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." The Sub-recipient further certifies that any contract awarded by the Sub-recipient will require the contracted business entity to comply with the references mentioned above. The Sub-recipient understands that failure to comply with this requirement will subject the Sub-recipient to the penalties described in the

references mentioned above.

24. The sub-recipient agrees to make every effort to quantify and report losses avoided and success stories to the State, for the recognized life of the project, after an event occurs that realizes the benefit or objective of the project.

Signatory Approval of the Hazard Mitigation Grant Program Flood Buyout Grant Agreement

*The parties hereto have made and executed this Agreement as of the day and
year indicated in the Funding Approval form.*

Sub-recipient Signatory Representative



Sarah Russell, Commissioner of CEMA
City of St. Louis

10-16-2024
Date

State Signatory Representative



James Remillard, Director
Missouri State Emergency Management Agency

10-24-2024
Date

Summary
Board Bill Number 73
Introduced by Alderman Rasheen Aldridge
September 26, 2025

The overall purpose for this bill is to conditionally vacate the following alleys and street:

13th Street from Cole Street to Dr Martin Luther King Drive, the 12 foot wide north-south alley in City Block 270 as bounded by Carr Street, Tucker Boulevard, Cole Street and 13th Street (vacated) and the 20 foot wide east-west alley in City Block 547 as bounded by Cole Street, 13th Street, Dr Martin Luther King Drive and 14th Street.

The Petitioner is MT North Tucker JV, LLC

The vacated area will be used to consolidate property for construction of an athletic field and future stadium.

BOARD BILL NUMBER 73 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the 13th Street from Cole Street to Dr Martin Luther King Drive, the 12 foot wide north-south alley in City Block 270 as bounded by Carr Street, Tucker Boulevard, Cole Street and 13th Street (vacated) and the 20 foot wide east-west alley in City Block 547 as bounded by Cole Street, 13th Street, Dr Martin Luther King drive and 14th Street in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE. The above surface, surface and sub-surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-ways of:

A tract of land being part of a 12 foot wide public alley being part of City Block 270 of the City of Saint Louis, Missouri, and being more particularly described as follows:

Commencing at the northeast corner of City Block 270, also being the intersection of the southern boundary line of Carr Street (50 feet wide) and the western boundary line of North Tucker Boulevard (98 feet wide); thence north 75 degrees 17 minutes 56 seconds west, on the north line of said City Block 270, a distance of 97.33 feet to the east line of said 12 foot wide public alley, also being the point of beginning. From said point of beginning, thence south 14 degrees 49 minutes 54 seconds west, on said east line, 315.50 feet to the northern boundary line of Cole Street (variable width); thence north 75 degrees 14 minutes 57 seconds west, on said northern boundary line, 12.00 feet to the west line of said 12 foot wide

1 public alley; thence north 14 degrees 49 minutes 54 seconds east, 315.51 feet to said
2 north line; thence south 75 degrees 10 minutes 06 seconds east, on said north line,
3 12.00 feet to the point of beginning. Said vacation contains 3,786 square feet, or
4 0.087 acres, more or less

5 A tract of land being part of 13th Street (59 feet wide) lying between City Block
6 271 and 547, and also a 20 foot wide public alley being part of City Block 547 of
7 the City of Saint Louis, Missouri, and being more particularly described as
8 follows:

9 Beginning at the southwest corner of said city block 271, also being the
10 intersection of the eastern boundary line of 13th Street (59 feet wide) and the
11 northern boundary line of Dr Martin Luther King Drive (variable width); thence
12 north 75 degrees 10 minutes 06 seconds west, on said northern boundary line of
13 Dr Martin Luther King Drive, 29.50 feet; thence north 14 degrees 49 minutes 54
14 seconds east, 4.41 feet; thence north 75 degrees 10 minutes 06 seconds west, on
15 said northern boundary line of Dr Martin Luther King Drive, 29.50 feet to the
16 southeast corner of said City Block 547; thence north 14 degrees 49 minutes 54
17 seconds east, on the western boundary line of said 13th Street, also being the
18 eastern line of City Block 547, a distance of 155.25 feet; thence north 75 degrees
19 14 minutes 57 seconds west, on the southern line of said 20 foot wide public alley
20 of City Block 547, a distance of 312.66 feet to the eastern boundary line of 14th
21 Street (80 feet wide); thence north 14 degrees 51 minutes 50 seconds east, 20.00
22 feet to the northern line of said 20 foot wide public alley of City Block 547;

1 thence south 75 degrees 14 minutes 57 seconds east, 312.65 feet to the east line of
2 said City Block 547; thence north 14 degrees 49 minutes 54 seconds east, 155.25
3 feet to the northeast corner of said City Block 547, also being the intersection of
4 the western boundary line of said 13th Street and the southern boundary line of
5 Cole Street (variable width); thence south 75 degrees 14 minutes 56 seconds east,
6 on said southern boundary line of Cole Street, 29.50 feet; thence north 14 degrees
7 49 minutes 54 seconds east, 5.01 feet to said southern boundary line of Cole
8 Street; thence south 75 degrees 14 minutes 57 seconds east, 29.50 feet to the
9 northwest corner of City Block 271, also being the intersection of said southern
10 boundary of Cole Street and the eastern boundary line of said 13th Street; thence
11 on said eastern boundary line of 13th Street, south 14 degrees 49 minutes 54
12 seconds west, 340.00 feet to the point of being. Said vacation contains 26,033
13 square feet, or 0.598 acres, more or less.

14 are, upon the conditions hereinafter set out, vacated.

15 **SECTION TWO.** MT North Tucker JV, LLC is the petitioner and plans to use the
16 proposed vacated areas to consolidate property.

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

21 **SECTION FOUR.** The owners of the land may, at their election and expense remove the
22 surface pavement of said so vacated portion of the alleys and street provided however, all utilities

1 within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished
2 upon proper City permits.

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

8 **SECTION SIX.** The owner(s) shall not place any improvement upon, over or in the area(s)
9 vacated without:

- 10 1. Lawful permit from the Building Division or Authorized City agency as governed
11 by the Board of Public Service.
- 12 2. Obtaining written consent of the utilities, governmental service entities and franchise
13 holders, present or future. The written consent with the terms and conditions thereof
14 shall be filed in writing with the Board of Public Service by each of the above
15 agencies as needed and approved by such Board prior to construction.

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

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

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

7 1. CITY WATER DIVISION so as to cover the full expenses of removal and/or relocation of
8 Water facilities, if any.

9 2. CITY TRAFFIC AND TRANSPORTATION DIVISION so as to cover the full expenses of
10 removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be
11 returned.

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

15 **SECTION TEN.** An affidavit stating that all of the conditions be submitted to the Director
16 of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing
17 and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit
18 will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted
19 within the prescribed time the ordinance will be null and void.

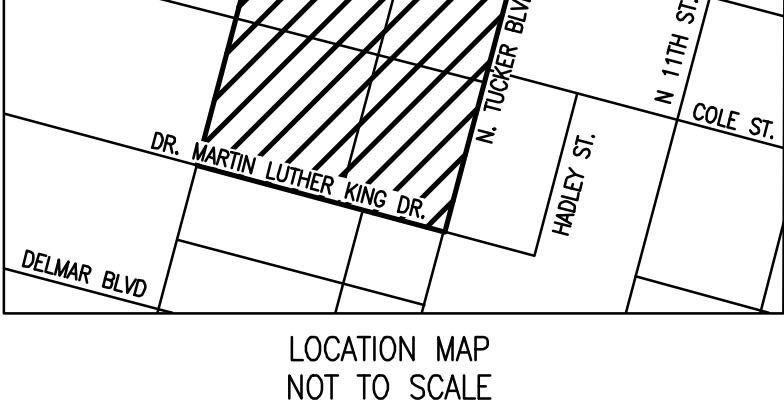
OWNERS:
MT North Tucker JV, LLC

SIGN: _____

NAME: JOHN BERGLUND

TITLE: MANAGING PARTNER

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



OWNERS:
MT North Tucker JV, LLC

SIGN: _____

NAME: JOHN BERGLUND

TITLE: MANAGING PARTNER

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY TERM EXPIRES _____ NOTARY SIGN _____

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2025.

PART OF A 12-FOOT-WIDE PUBLIC ALLEY BEING PART OF CITY BLOCK 270, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM SAID POINT OF BEGINNING, THENCE SOUTH 14 DEGREES 49 MINUTES 54 SECONDS WEST, ON SAID EAST LINE, 315.50 FEET TO THE NORTHERN BOUNDARY LINE OF COLE STREET (VARIABLE WIDTH); THENCE NORTH 75 DEGREES 14 MINUTES 57 SECONDS WEST, ON SAID NORTHERN BOUNDARY LINE, 12.00 FEET TO THE WEST LINE OF SAID 12-FOOT-WIDE PUBLIC ALLEY; THENCE NORTH 14 DEGREES 49 MINUTES 54 SECONDS EAST, 315.51 FEET TO SAID NORTH LINE; THENCE SOUTH 75 DEGREES 10 MINUTES 06 SECONDS EAST, ON SAID NORTH LINE, 12.00 FEET TO THE POINT OF BEGINNING.

SAID VACATION CONTAINS 3,786 SQUARE FEET, OR 0.087 ACRES, MORE OR LESS.

PART OF 13TH STREET (59-FOOT-WIDE) LYING BETWEEN CITY BLOCKS 271 AND 547, AND ALSO A 20-FOOT-WIDE PUBLIC ALLEY BEING PART OF CITY BLOCK 547, PARTICULARLY DESCRIBED AS FOLLOW:

BEGINNING AT THE SOUTHWEST CORNER OF SAID CITY BLOCK 271, ALSO BEING THE INTERSECTION OF THE EASTERN BOUNDARY LINE OF 13TH STREET (59- FEET-WIDE) AND THE NORTHERN BOUNDARY LINE OF DR. MARTIN LUTHER KING DRIVE (VARIABLE WIDTH); THENCE NORTH 75 DEGREES 10 MINUTES 06 SECONDS WEST, ON SAID NORTHERN BOUNDARY LINE OF DR. MARTIN LUTHER KING DRIVE, 29.50 FEET; THENCE NORTH 14 DEGREES 49 MINUTES 54 SECONDS EAST, 4.41 FEET; THENCE NORTH 75 DEGREES 10 MINUTES 06 SECONDS WEST, ON SAID NORTHERN BOUNDARY LINE OF DR. MARTIN LUTHER KING DRIVE, 29.50 FEET TO THE SOUTHEAST CORNER OF SAID CITY BLOCK 547; THENCE NORTH 14 DEGREES 49 MINUTES 54 SECONDS EAST, ON THE WESTERN BOUNDARY LINE OF SAID 13TH STREET, ALSO BEING THE EASTERN LINE OF CITY BLOCK 547, A DISTANCE OF 155.25 FEET; THENCE NORTH 75 DEGREES 14 MINUTES 57 SECONDS WEST, ON THE SOUTHERN LINE OF SAID 20-FOOT-WIDE PUBLIC ALLEY OF CITY BLOCK 547, A DISTANCE OF 312.66 FEET TO THE EASTERN BOUNDARY LINE OF 14TH STREET (80- FEET-WIDE); THENCE NORTH 14 DEGREES 51 MINUTES 50 SECONDS EAST, 20.00 FEET TO THE NORTHERN LINE OF SAID 20-FOOT-WIDE PUBLIC ALLEY OF CITY BLOCK 547; THENCE SOUTH 75 DEGREES 14 MINUTES 57 SECONDS EAST, 312.65 FEET TO THE EAST LINE OF SAID CITY BLOCK 547; THENCE NORTH 14 DEGREES 49 MINUTES 54 SECONDS EAST, 155.25 FEET TO THE NORTHEAST CORNER OF SAID CITY BLOCK 547, ALSO BEING THE INTERSECTION OF THE WESTERN BOUNDARY LINE OF SAID 13TH STREET AND THE SOUTHERN BOUNDARY LINE OF COLE STREET (VARIABLE WIDTH); THENCE SOUTH 75 DEGREES 14 MINUTES 56 SECONDS EAST, ON SAID SOUTHERN BOUNDARY LINE OF COLE STREET, 29.50 FEET; THENCE NORTH 14 DEGREES 49 MINUTES 54 SECONDS EAST, 5.01 FEET TO SAID SOUTHERN BOUNDARY LINE OF COLE STREET; THENCE SOUTH 75 DEGREES 14 MINUTES 57 SECONDS EAST, 29.50 FEET TO THE NORTHWEST CORNER OF CITY BLOCK 271, ALSO BEING THE INTERSECTION OF SAID SOUTHERN BOUNDARY OF COLE STREET AND THE EASTERN BOUNDARY LINE OF SAID 13TH STREET; THENCE ON SAID EASTERN BOUNDARY LINE OF 13TH STREET, SOUTH 14 DEGREES 49 MINUTES 54 SECONDS WEST, 340.00 FEET TO THE POINT OF BEGINNING.

SAID VACATION CONTAINS 26,033 SQUARE FEET, OR 0.598 ACRES, MORE OR LESS.

ALL DISTANCES AND COORDINATES ARE GROUND (GRID SCALED) VALUES, REFERENCED TO MISSOURI STATE PLANE COORDINATE SYSTEM, EAST ZONE 2401, BASED ON OBSERVATIONS MADE FROM THE FOLLOWING MODOT GNSS NETWORK REFERENCE STATION:

STATION: MODOT BELLEFONT CORS ARP
CORS ID: MBOF
PID: DN6075
NORTHING: 325,298.425 (M)
EASTING: 272,023.947 (M)
TO CONVERT TO GRID, MULTIPLY BY A COMBINED SCALE FACTOR OF 0.99991849

LINEAR UNIT: US SURVEY FEET (SFT)
 GEODETIC DATUM: NAD 83 (2011)
 VERTICAL DATUM: NAVD 88 (GEOID 12)
 PROJECT LOCATION:

LATITUDE: 38°38'06.69499" N NORTHING: 1020271.123 SFT
 LONGITUDE: 90°11'47.13658" W EASTING: 906921.482 SFT
 HEIGHT: 375.383 SFT ELEV.: 477.358 SFT
 CM SCALE FACTOR: 1.0000759873
 NORTHING OFFSET: 1.619 SFT
 EASTING OFFSET: 69.410 SFT

THE FOREGOING PLAT IS APPROVED AS A VACATION OF A PART OF A STREET, AS SHOWN CROSS - HATCHED AND DESCRIBED HEREON WAS APPROVED BY THE BOARD OF PUBLIC SERVICE ON THIS _____ DAY OF _____, 2025. IN BOARD DOCUMENT NO. _____.

SECRETARY _____ PRESIDENT _____

SURVEYOR'S NOTES:

SURVEY IS VALID ONLY TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

THIS PLAT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.

ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN.

EXISTING UTILITIES COMPANIES WITH FACILITIES IN THE PROPOSED VACATED ALLEYS, RETAIN THE RIGHT TO INGRESS/EGRESS FOR PROPER MAINTENANCE OF SAID FACILITIES.

**THOUVENOT, WADE
& MOERCHEN, INC.**

SAINT LOUIS OFFICE
3701 S. LINDBERGH BLVD, STE 100
SAINT LOUIS, MISSOURI
ZIP 63127-1372
TEL (314) 241-6300
WWW.TWM-INC.COM

PROF. LICENSE	NUMBER
IL. PROF. DESIGN FIRM	184-001220
IL. PROF. ENGR. CORP.	62-035370
IL. PROF. STR. ENGR. CORP.	81-005202
IL. PROF. LAND SURV. CORP.	048-000029
MO. PROF. ENGR. CORP.	001528
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974

SEAL

SEAL

DRAFT

SIGNATURE: _____
DATE SIGNED: _____
LICENSE EXPIRATION: 12/31/25

ISSUED FOR
DATE OF ISSUANCE

REV.	DATE	DESCRIPTION
△		
△		
△		
△		

DRAWN BY: AAV
RESOLVED BY: JAS
CHECKED BY:
APPROVED BY: JAS
PROJECT NO:

PROJECT:

COLE & 13TH STREET
VACATION

TITLE:

COLE & 13TH STREET
VACATION PLAT

SHEET 1 OF 1

PETITION FOR VACATION AND WAIVER OF DAMAGES

Honorable Board of Public Service
The City of St. Louis

We, the undersigned, legal owners of property in city block(s) 270, 271 and 547 between Biddle Street and Dr. Martin Luther King Drive (north to south) and from North Tucker Boulevard from 14th Street (east to west) hereby petition the City of St. Louis to vacate and abolish 13th Street from Dr. Martin Luther King Drive to Cole Street, the alley travelling east to west from 13th Street to 14th Street within City Block 547, and the alley travelling north to south from Carr Street to Cole Street within City Block 270 and we hereby waive all claims for damages sustained as the result of the vacation and abolition of the aforementioned area.

IN WITNESS WHEREOF we have hereunto set our hands this 29 day of July 2025.

ATTEST _____
Secretary

MT North Tucker JV, LLC.

By: _____

Title: Managing Partner

STATE OF MISSOURI)

CITY OF ST. LOUIS) ss

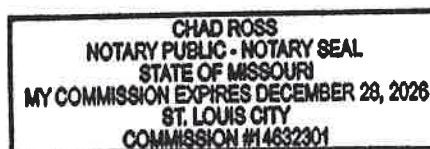
On this 29 day of July, 2025 before me appeared John Berglund, to me personally known, who being duly sworn, did say that he is the Managing Partner of MT North Tucker JV, LLC, a Missouri limited liability company; and that said instrument was signed and sealed in behalf of said company by authority of its operating agreement, and said Managing Partner acknowledged said instrument to be the free act and deed of said company.

Witness my hand and notarial seal in the City of St. Louis, State of Missouri, the day and year first above written.

My term expires 12/28/28

Chad Ross

NOTARY PUBLIC



Summary
Board Bill Number 43
Introduced by Alderman Bret Narayan
June 27, 2025

An Ordinance establishing a policy to govern the purchase and demolition of seven flood-prone properties in the Ellendale neighborhood in accordance with the requirements of the Hazard Mitigation Grant Program (HMGP) funding awarded by the State of Missouri Emergency Management Agency (SEMA); and containing a severability clause.

BOARD BILL NUMBER 43 INTRODUCED BY ALDERMAN BRET NARAYAN

An Ordinance establishing a policy to govern the purchase and demolition of seven flood-prone properties in the Ellendale neighborhood in accordance with the requirements of the Hazard Mitigation Grant Program (HMGP) funding awarded by the State of Missouri Emergency Management Agency (SEMA); and containing a severability clause

WHEREAS, the City Emergency Management Agency (CEMA) has been awarded Hazard Mitigation Grant Program funding to conduct flood buyouts for residential properties affected during the July 2022 flash floods, and

WHEREAS, the City Emergency Management Agency works to:

- a) promote a culture of preparedness within the City,
- b) mitigate, manage, and reduce threats and hazards, and,
- c) reduce the risks to life and property in areas prone to repeated flooding.

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

SECTION ONE. The City of St. Louis hereby adopts the voluntary buyout policy set forth in **Attachment A** in accordance with the subaward agreement for the Hazard Mitigation Grant Program (HMGP) funding awarded by the State of Missouri Emergency Management Agency (SEMA).

SECTION TWO. Eligibility. In accordance with the subaward agreement with SEMA, this Ordinance is applicable to the addresses listed in **Appendix 1** of the voluntary buyout policy.

SECTION THREE. Severability Clause. The provisions of this Ordinance shall be severable. In the event any provision of this Ordinance is found by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, the remainder hereof shall be valid and enforceable

1 in all other respects and continue to be in effect and each and every remaining provision hereof
2 shall be valid and enforceable to the fullest extent permitted by law, unless the court finds the
3 valid provision of this Ordinance are so essentially and inseparably connected with, and so
4 dependent upon, the void provision that it cannot be presumed that the Board of Alderman would
5 have enacted the provisions without the void ones or unless the court finds the valid provisions,
6 standing alone, are incomplete and incapable of being executed in accordance with legislative
7 intent.

8 **SECTION FOUR.** Effective Date. The provisions of this Ordinance shall become effective
9 thirty days after its approval by the mayor.

City of St. Louis Voluntary Buyout Policy

Priorities of Buyout Program

1. Residential properties on the original application. – see Appendix 1
2. Residential properties added to the buyout will be given consideration based on:
 1. Frequency of inundation;
 2. Proximity to the river; and
 3. Elevation

Open Space Assurance Statement

1. The City of St. Louis, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Hazard Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).
2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007, must be implemented in accordance with part 80 of this chapter:
 - (1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:
 - (A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - (B) A rest room; or
 - (C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.
 - (iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.
 - (2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, pervious parking lots, and buffer zones.
 - (3) Any structures built on the property according to paragraph (d)(1) of this section, shall be flood proofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of St. Louis flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.
2. The property must be a **primary residential** home (no vacation homes, clubhouses or businesses).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the **Uniform Relocation Assistance Act (URA)**, unless CDBG funds are used as matching funds. In this instance, URA benefits must be approved by the State of Missouri Emergency Management Agency (SEMA) and FEMA. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.
8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.

9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The Date of Negotiations for the City of St. Louis is the date the property owner accepted the offer to purchase the property.

Fair Market Value Determination

1. All offers to property owners will be based on the pre-flood or current (as determined by SEMA) fair market value established by a State of Missouri board certified, licensed appraiser minus any applicable Duplication of Benefits.
2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
3. The City Emergency Management Agency (CEMA) grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.

4. If the property owner has an appraisal that was completed within the last twelve (12) months prior to the flooding event date by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.

5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of St. Louis and owner appraisal to SEMA. The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.

6. All property appraisals will be completed with the following special buyout provisions:

- The pre-flood or current appraisal must clearly indicate the value of the entire buyout package **and**

- 1) the value of the residential structure only
- 2) the value of the underlying real property and outbuildings only

- Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.

- Property previously purchased by the City of St. Louis as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.

- Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.

7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the pre-flood appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the

structure. This is because payment of full pre-flood fair market value (FMV) compensates the owner for the loss of value that has occurred.

2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them.

3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried a policy through the **National Flood Insurance Program (NFIP)** at the time of the event, a payment equal to the amount of premiums for structural coverage paid by the current property owner for up to five years prior to the event ***may be*** refunded to the policy holder as part of the Duplication of Benefits calculation. This amount is determined by SEMA as part of their research of the Duplication of Benefits calculation. It is also dependent upon the availability of grant funds.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer are as follows:

General Buyout

Criteria:

- 1.Home and underlying real property are owned by the same owner
- 2.Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the pre-flood fair or current market value established by a qualified appraisal less any applicable Duplication of Benefits.

Example: Pre-flood property appraised at \$40,000
 Duplication of Benefits total \$5,000
 Property owner will be offered \$35,000

*Tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits;
(see page 8)

Owner Relocation Payment

Criteria:

- 1.Home and underlying real property is owned by the same owner as a primary residence
- 2.Property is occupied by the owner of the property (i.e., owner-occupied)
- 3.Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate all the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Post-Flood Owner Purchase

If for some reason, the property was acquired after the disaster event, the offer to the current property owner is (1) the documented purchase price plus any verifiable repairs or (2) the current fair market value, **whichever is less**.

Note, the property owner is responsible for providing documentation verifying the purchase price and verifiable repairs, i.e. receipts, etc.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

- 1.Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
- 2.Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

- 1. The maximum owner relocation payment a buyout participant may receive is \$31,000.
- 2. Individuals and families entitled to a replacement housing payment are those that:
 - 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 - 2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 - 3. Meets all other requirements as listed under the *Buyout Categories* section of this document.
- The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area.
- The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling or by using comparable properties.
- It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City’s grant administrator.
- Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
- The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City’s grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
- The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	(\$21,000)
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	\$14,000
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

- 1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.

2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.
4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property.
2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on or about the property.
3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property.
4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property.
5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and

6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of St. Louis Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of St. Louis Board of Aldermen. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the Board of Aldermen shall be final and, in all cases, shall be the determining factor, after consultation with the State of Missouri.

Appendix 1

Residential properties included on the initial application:

1. 2741 Queen St., St. Louis, MO 63143
2. 2743 Hermitage Ave., St. Louis, MO 63143
3. 2747 Hermitage Ave., St. Louis, MO 63143
4. 2758 Hermitage Ave., St. Louis, MO 63143
5. 2762 Hermitage Ave., St. Louis, MO 63143
6. 2765 Hermitage Ave., St. Louis, MO 63143
7. 2777 Hermitage Ave., St. Louis, MO 63143