Agenda
Housing, Urban Development & Zoning Committee
Regular Meeting
St. Louis Board of Aldermen
Tuesday, January 13, 2026 - 11:00 AM
Kennedy Room

President Megan Green
Alderwoman Shameem Clark-Hubbard, Chair
Alderwoman Alisha Sonnier, Vice Chair
Committee Members:
Alderman Shane Cohn
Alderwoman Anne Schweitzer
Alderwoman Laura Keys
Alderman Michael Browning
Alderman Rasheen Aldridge

Order of Business

I. Call to Order

II. Roll Call

III. Approval of Minutes

Minutes of the Tuesday, December 2, 2025, committee meeting.

IV. Board Bills for Review

(The committee will discuss the following and take public comment on the following)

Item Number 1
Board Bill Number 107
Introduced by Alderman Rasheen Aldridge
An Ordinance to create the 1100 Washington Avenue Community Improvement District

Item Number 2
Board Bill Number 120
Introduced by Alderman 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.

V. Resolutions for Review

None

VI. Committee Discussions

None

VII. Acknowledgment of Any Written Testimony

VIII. Announcements

IX. Excused Members

X. Adjournment

Minutes
Housing, Urban Development & Zoning Committee
Regular Meeting
Tuesday, December 2, 2025
11:00 AM
Kennedy Room
Minutes are preliminary and may change until finally approved

I. Call to Order

The Chair called the meeting to order at 12:10 pm

II. Roll Call

The Chair directed the Associate Clerk to call the roll, and the following members answered to their names: Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard. 3 **members were present. A quorum was not established.**

The following members joined the meeting while it was in progress making a total of 6 members present: Ms. Keys, Mr. Cohn, and Ms. Sonnier

III. Approval of Minutes

The Chair stated they would entertain a motion to approve the minutes of the Tuesday, November 18, 2025, and Wednesday, November 19, 2025 committee meetings.

Ms. Sonnier moved to approve the minutes of the Tuesday, November 18, 2025, and Wednesday, November 19, 2025 committee meetings.

Seconded by Mr. Browning.

The Chair directed the Associate Clerk to call the roll on the motion to approve the minutes of the Tuesday, November 18, 2025, and Wednesday, November 19, 2025 committee meetings.

The following voted Aye:
Mr. Cohn, Ms. Sonnier, Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard. **5 Aye votes were cast**.

The following voted No:
None

The following abstained:
None

The following was present but did not vote:
None

A total of 5 votes were cast. The motion carried.

Board Bill 108 was heard after Discussion Number 1.

IV. Board Bills for Review

<u>Item Number 1</u>

Board Bill Number 108
Introduced by Alderwoman Shameem Clark

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

The Chair handed the meeting over to Vice Chair Sonnier so she could speak on Board Bill Number 108.

The Vice Chair recognized Ms. Clark-Hubbard Board Bill Number 108.

Ms. Clark-Hubbard and Casey Millburg, Chief of Staff for Mayor Spencer’s office provided information on Board Bill Number 108

After no further comments from the speaker, the Chair opened the discussion up to the committee.

The committee asked questions.

Ms. Sonnier moved to pass Board Bill Number 108 En Banc.

Seconded by Mr. Browning.

The Chair directed the Associate Clerk to call the roll on the motion to En Banc Board Bill Number 108.

The following voted Aye:
Mr. Cohn, Ms. Keys, Ms. Sonnier, Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard.
6 Aye votes were cast.

The following voted No:
None

The following abstained:
None

The following was present but did not vote:
None

A total of 6 votes were cast. The motion carried.

After no further questions from the committee, the Vice-Chair recognized Ms. Clark-Hubbard to close.

Ms. Clark-Hubbard requested a Do Pass Recommendation on Board Bill Number 108.

The Vice -Chair stated she would entertain a motion to pass Board Bill Number 108 out of committee with a Do Pass Recommendation.

Mr. Browning moved to pass Board Bill Number 108 out of committee with a Do Pass Recommendation.

Seconded by Mr. Cohn.

Previous roll requested by Mr. Aldridge

Hearing no objection to the request for previous roll, the Vice-Chair pass Board Bill 108 out of Committee with a Do Pass Recommendation.

The Associate Clerk recorded the following from the previous roll.

The following voted Aye:
Mr. Cohn, Ms. Keys, Ms. Sonnier, Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard.
6 Aye votes were cast.

The following voted No:
None

The following abstained:
None

The following was present but did not vote:
None

A total of 6 votes were cast. The motion carried.

V. Resolutions for Review

None

VI. Committee Discussions

(The committee will discuss and take comments on the following)

<u>Item Number 1</u>

American Rescue Plan Act (ARPA)

The committee will discuss the City's ARPA funding and expenditures

The Chair recognized Casey Millurg, from the Mayor's Office. She stated the City Departments would be providing Updates on the ARPA funds received from the Federal Government.

The Chair made a motion to go into recess.

Seconded by Ms. Sonnier.

The Chair directed the Associate Clerk to call the roll on the motion to go into recess.

The committee went into recess at 12:20.

The Chair stated she would entertain a motion to end recess.

Ms. Sonnier made a motion to end recess

Seconded by Mr. Aldridge.

Previous roll requested Ms. Sonnier

Hearing no objection to the request for previous roll, the Chair stated the meeting was back in session.

The Associate Clerk recorded the following from the previous roll.

The following voted Aye:
Mr. Cohn, Ms. Keys, Ms. Sonnier, Mr. Browning, Mr. Aldridge, and Ms. Clark-Hubbard.
6 Aye votes were cast.

The following voted No:
None

The following abstained:
None

The following was present but did not vote:
None

A total of 6 votes were cast. The motion carried.

The meeting resumed at 12:28

Ms. Millburg provided a presentation and Department Heads spoke.

Speakers	Department
Mike Garvin	City Counselor
Niraj Patel, Perla Burk, Spencer Gould	Water Department
Don Poe	PDA
Brett Delaria	Public Safety
Dylan Mosier	Building Division
Marvin Teer	OVP
Connie Johnson, Cassandra Williams, Marilyn Aleem, Demi Braggs	SLATE
April Ford Griffin	AHC
Greg Hayes, Juakena Callion	Parks, Recreation and Forestry
Cindy Riordan, Simon Huang	ITSA
Victoria Anwuri	DOH
Valeria Russell, Anneliese Stoever,	DHS
Matt Poriot	BPS

After each department head spoke, Ms. Millburg asked the committee if they had any questions.

The committee asked questions.

After no further comments from the presenters, the Chair thanked Ms. Millburg and the Departments for taking the time to present the information.

<u>Item Number 2</u>

An update on The City of St. Louis Zoning Upgrade (ZOUP)

The City's Planning & Urban Design Agency and Zoning Section of the Building Division, alongside consultants for the Zoning Upgrade will provide an update on the process, key findings to date, and next steps in public engagement."

The Chair recognized Miriam Keller, City Planning Executive with Planning and Urban Design.

Ms. Keller stated she had a presentation and speakers, Rene Biberstein, Colin Scarf with

Code Studio and Jessica Payne with Key Strategic Group who would provide an update on the City's Zoning upgrades.

After no further comments from the presenters, the Chair asked the committee if they had any questions.

The committee asked questions.

After no further questions or comments from the committee, the Chair thanked Ms. Keller for providing the information to the committee.

VII. Acknowledgment of Any Written Testimony

None

VII. Announcements

None

IX. Excused Members

The Chair excused Ms. Schweitzer for necessary absence.

X . Adjournment

Having no other business, the Chair made a motion to adjourn.

Seconded by Ms. Keys

The motion was passed by voice vote.

The Meeting adjourned at 4:30 pm

Minutes completed by: Associate Clerk Rozlyn Smith
Minutes Approved:

Summary
Board Bill Number 107
Introduced by Alderman Rasheen Aldridge
November 21, 2025

An Ordinance to create the 1100 Washington Avenue Community Improvement District.

BOARD BILL NUMBER 107 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE

An Ordinance approving the "Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the Project" (the *"Amended Petition"*); and containing a severability clause.

WHEREAS, The City of St. Louis, Missouri (the *"City"*) is authorized and empowered pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"Act"*), to establish a community improvement district as proposed by a verified petition; and

WHEREAS, on April 9, 2009, a Petition to Establish 1100 Washington Avenue Community Improvement District (the *"Initial Petition"*) was filed with the Register of the City; and

WHEREAS, the Register did review and determine that the Initial Petition substantially complied with the requirements of the Act and verified said Initial Petition in accordance with the requirements of the Act; and

WHEREAS, in connection with the Initial Petition, after notice of the public hearing by publication and individually to each property owner within the proposed 1100 Washington Avenue Community Improvement District via correspondence, a public hearing was held on June 30, 2009 in accordance with the Act; and

WHERERAS, on July 27, 2009, the City's Board of Aldermen (the *"Board of Aldermen")* approved Ordinance No. 68436 (the *"Original Ordinance"*) that, among other things, (i) established the 1100 Washington Avenue Community Improvement District, (ii) stated that the 1100 Washington Avenue Community Improvement District was declared "blighted" under Chapter 99 RSMO. in Ordinance No. 60939 of the City (the *"Blight Ordinance"*), and reaffirmed such designation of blight, (iii) set the term for the existence of the 1100 Washington Avenue Community Improvement, and (iv) consented to the appointment of certain individuals to the Board of Directors of the 1100 Washington Avenue Community Improvement District; and

WHEREAS, the Original Ordinance stated that the 1100 Washington Avenue Community Improvement District had been declared "blighted" under Chapter 99 RSMo. in the Blight Ordinance, and reaffirmed such designation of blight; and

WHEREAS, on September 18, 2025, the Amended Petition was filed with the Register of the City in accordance with Sections 67.1421.5(3) and 67.1441.2 of the Act; and

WHEREAS, subject to and in accordance with the Act, the Amended Petition seeks to, among other things, (i) add property to the existing boundaries of the 1100 Washington Avenue Community Improvement District (the 1100 Washington Avenue Community Improvement District as amended to include the additional property is referred to herein as the *"District"*), (ii) add an additional project valued at $500,000 to the scope of the District, (iii) extend the term of the District, (iv) clarify the existing blight determination, and (v) consent to the terms of the Board of Directors of the District; and

WHEREAS, the Register did review and determine that the Amended Petition substantially complied with the requirements of the Act and verified said Amended Petition in accordance with the requirements of the Act; and

WHEREAS, in connection with the Amended Petition, after notice of the public hearing by publication and individually to each property owner within the proposed District via correspondence, a public hearing was held on in accordance with the Act; and

WHEREAS, the Board of Aldermen hereby finds that the adoption of this Ordinance is in the best interest of the City and that the property owners, residents, and persons engaging in business or visiting the District, and the public generally will benefit from the amendments to the District, which amendments are in addition to the benefits set forth in the Original Ordinance.

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

SECTION 1. Additional Property.

Pursuant to Section 67.1441.2 of the CID Act and subject to the terms of the Amended Petition, the boundaries of the 1100 Washington Avenue Community Improvement District are hereby amended for the addition of real property as set forth in the Amended Petition attached hereto as **EXHIBIT A**, and incorporated herein by reference. A map of the boundaries of the District and a legal description thereof is contained in the Amended Petition.

SECTION 2. Blight Determination.

The Board of Aldermen hereby finds and confirms that the District is a "blighted area" pursuant to Section 67.1401.2(3) of the CID Act under Chapter 99 RSMo. as found in the Blight Ordinance. The Board of Aldermen further states that the confirmation and reaffirmation that the District is a "blighted area" shall only extend for so long as the Blight Ordinance is in effect and only to those portions of the District within the "blighted area" as set forth in the Blight Ordinance.

SECTION 3. Powers and Additional Project.

Pursuant to the Act and as further set forth in the Amended Petition, the District shall have all the powers necessary to carry out and effectuate the purposes and provisions of the Act including an additional project valued at $500,000 for, among other things, supporting business activity and economic development in the District, all as further set forth in the Amended Petition, attached hereto and incorporated herein by reference as **EXHIBIT A**. The District is authorized to use the funds of the District for any of the improvements, services, or other activities authorized under the Act.

SECTION 4. Obligations.

The District is authorized by the Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part, or any combination of the revenues of the District and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the District, and if issued by the District shall bear such date or dates, and shall mature at such time or times, but not more than 20 years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the District shall determine subject to the provisions of Section 108.170 RSMO. The District is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the District.

SECTION 5. Duration of District.

In connection with Section 67.1481 of the Act, the length of time for the existence of the District shall continue to be from the effective date of the Original Ordinance until no later than 27 years from the date of adoption of this Ordinance. In furtherance hereof, it is hereby stated and found that the provisions of Section 67.1481.6 were complied with to extend the term of the District.

SECTION 6. Amended Petition and District's Board of Directors.

Pursuant to Section 67.1421.5(3) of the Act, the Amended Petition, attached hereto and incorporated herein by reference as **EXHIBIT A**, is hereby approved in its entirety including, but not limited to, the Board of Aldermen consenting to the terms of the District's Board of Directors set forth therein.

SECTION 7. Public Services.

Pursuant to the Act, the Board of Aldermen shall neither decrease the level of publicly funded services in the District nor transfer the burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

SECTION 8. Public Purpose.

The City hereby finds that the use of the District proceeds as provided for in the Amended Petition will serve a public purpose in accordance with the Act, and encouraging the redevelopment of real property within the District.

SECTION 9. Further Authority.

The City shall, and the officials, officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance including, but not limited to, giving notice to any parties that should receive notice of the amendments to the District stated in this Ordinance and the Amended Petition.

SECTION 10. Severability.

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

PETITION TO AMEND AND RESTATE THE PETITION TO ESTABLISH 1100 WASHINGTON AVENUE COMMUNITY IMPROVEMENT DISTRICT BY, AMONG OTHER THINGS, ALTERING THE BOUNDARIES OF THE 1100 WASHINGTON AVENUE COMMUNITY IMPROVEMENT DISTRICT AND CLARIFYING THE PROJECT

To The City of St. Louis, Missouri:

The undersigned petitioners (the **"Petitioners"**) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter defined Additional Property, and per capita of all owners of real property within the Additional Property, and (b) by assessed value of all real property within the hereinafter defined District, and per capita of all owners of real property within the District. Petitioners hereby petition and request that The City of St. Louis, Missouri (the **"City"**), amend and restate the petition establishing the 1100 Washington Avenue Community Improvement District, which was created pursuant to Ordinance No. 68436 approved on July 27, 2009 (the **"Original CID Ordinance"**), to alter the boundaries of the 1100 Washington Avenue Community Improvement District and, among other things, clarify the description of the District Project (defined herein), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the **"CID Act"**).

1. A legal description of the real property to be added to the 1100 Washington Avenue Community Improvement District is set forth on **Exhibit A**, attached hereto and incorporated herein by reference (the **"Additional Property"**). The legal description of the boundaries of the 1100 Washington Avenue Community Improvement District as altered to include the addition of the Additional Property (collectively, the **"District"**) is set forth on **Exhibit B**, attached hereto and incorporated herein by reference. The District's boundaries are contiguous and located entirely within the City. A map illustrating the boundaries of the District is set forth on **Exhibit C**, attached hereto and incorporated herein by reference.

2. The 1100 Washington Avenue Community Improvement District was originally established pursuant to the Original CID Ordinance.

3. Petitioners desire to alter the boundaries of the 1100 Washington Avenue Community Improvement District for the sole purpose of adding the Additional Property. Petitioners also seek to clarify the description of the District Project, and extend the term of the District.

4. Upon altering the boundaries of the 1100 Washington Avenue Community Improvement District to include the addition of the Additional Property, the name thereof shall remain the 1100 Washington Avenue Community Improvement District.

5. The District is more particularly described in **Exhibit B** and depicted on **Exhibit C**, attached hereto and incorporated by reference herein.

6. As of the last completed assessment, the real property located within the District has a total assessed value of approximately $5,094,130.

7. The following table details the parcels currently within the District and the Additional Property, which constitutes all of the parcels in the District.

Owner	Additional Property	Site Address	PIN	2024 Assessed Value
Vanguard Apartments, LLC	No	1100 Washington Ave.	0836-9-050.000	$144,420
Vanguard Apartments, LLC	No	1110 Washington Ave.	0836-9-040.000	$795,030
Copia Apartments, LLC	No	1122 Washington Ave.	0836-9-031.007	$241,890
Merchandise Mart Apartments LLC	Yes	1000 Washington Ave.	0179-9-010.000	$3,087,030
Bee Hat Lofts LLC	Yes	1021 Washington Ave.	0178-9-090.000	$344,860
Meridian Commercial LLC	Yes	1132 Washington Ave., Retail Unit A[1]	0836-9-011.096	$112,000
Meridian Commercial LLC	Yes	1132 Washington Ave., Retail Unit B[2]	0836-9-011.097	$45,300
Alexandrew LLC	Yes	1013 Washington Ave.	0178-9-021.001	$32,600
Irish Dorsa, LLC	Yes	1015 Washington Ave.	0178-9-021.002	$87,200
Flamingo Bowl, LLC	Yes	1113 Washington Ave., Unit 102	0517-9-011.002	$78,400
Flamingo Bowl LLC	Yes	1113 Washington Ave., Unit 103	0517-9-011.003	$125,400

8. As also described in the Original CID Ordinance, Petitioners are seeking a confirmation and reaffirmation the District is a "blighted area" pursuant to Section 67.1401.2(3) of the CID Act because the District is located in an area that has been declared blighted or found to be a blighted area by the City pursuant to Chapter 99, RSMo. in Ordinance No. 60939 of the City (the **"Blight Ordinance"**). The factors that support confirmation and reaffirmation that the District is a "blighted area" pursuant to Chapter 99 RSMo., and by extension, Section 67.1401.2(3) of the CID Act, are described in the Blight Ordinance. Notwithstanding anything in this Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the Project (this **"Amended Petition"**) to the contrary, the confirmation and reaffirmation that this District is a "blighted area" shall only extend for so long

[1] Only the portion of this parcel from street level to 15 feet above street level shall be included within the District; the vertical portion of this parcel 15 feet, 1 inch and more above street level shall not be included within the boundaries of the District.

[2] Only the portion of this parcel from street level to 15 feet above street level shall be included within the District; the vertical portion of this parcel 15 feet, 1 inch and more above street level shall not be included within the boundaries of the District.

as the Blight Ordinance is in effect and only to those portions of the District within the "blighted area" as set forth in the Blight Ordinance.

9. The District shall remain a political subdivision governed by a board of directors composed of five (5) members appointed by the Mayor of the City, with the consent of the Board of Aldermen of the City. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(2) of the CID Act . Successor directors shall be appointed in the same manner. Successor directors shall serve for a term of four years.

10. Set forth directly below are the current members of the District's board of directors.

Name	**Term Expires**
Alex Oliver	July 27, 2029
Craig Heller	July 27, 2029
Emily Oliver	July 27, 2027
Lisa Shaw	July 27, 2027
Lucas Durkin	July 27, 2027

11. Petitioners do not seek limitations on the borrowing capacity of the District.

12. Petitioners do not seek limitations on the revenue generation of the District.

13. The District shall have all powers provided in the CID Act, except as otherwise provided in this Amended Petition.

14. The District shall remain authorized, upon approval by the qualified voters of the District to impose a sales and use tax at a rate of one percent (1%) (the **"Sales Tax"**) on all eligible retail sales made in the District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.

15. The District shall not submit or levy a special assessment and therefore the maximum rate of special assessment in this Amended Petition is zero.

16. The District shall not submit any real property taxes or business license taxes to the qualified voters for approval and therefore the maximum rates of real property taxes and business license taxes in this Amended Petition are zero.

17. A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred (collectively, and as described in **Exhibit D**, the **"District Project"** or "**CID Project**"), is set forth in **Exhibit D**, attached hereto and incorporated herein by reference. It is anticipated that the District will use the moneys received from the imposition of the Sales Tax to finance and reimburse those eligible District Project costs incurred on its behalf.

18. The estimated cost of the District Project for the next five years is approximately $500,000 (excluding amounts reasonably required to establish a debt service reserve fund, fund capitalized interest and pay costs of issuance reasonably incurred by the District and the City in furtherance of the issuance or placement of obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District's attorneys and the City's attorneys (including issuer's counsel and bond counsel), and the District's administrative fees and expenses including fees and costs of planning consultants and other advisors), as more particularly described in **Exhibit D**, attached hereto and incorporated herein by reference. This $500,000 is in addition to the prior amounts authorized and approved under the Original CID Ordinance.

19. The length of time for the existence of the District shall continue to be from the effective date of the Original CID Ordinance until no later than 27 years from the date of adoption of the ordinance approving this Amended Petition, unless the City extends the length of time of this District pursuant to Section 67.1481 of the CID Act.

20. The signatures of the signers to this Amended Petition may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk of the City.

21. Petitioner respectfully requests that the boundaries of the District be altered to include the Additional Property pursuant to the CID Act, and all other actions as described and set forth in this Amended Petition.

Dated this 18th day of September, 2025.

PETITIONER:

NAME OF OWNER:	Vanguard Apartments, LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver, Manager
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0836-9-050.000; 0836-9-040.000
2024 ASSESSED VALUE:	$939,450

[Signature Page of Petitioner, Vanguard Apartments, LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: [signature]

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C IT Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Vanguard Apartments, LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Copia Apartments, LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St. Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0836-9-031.007
2024 ASSESSED VALUE:	$241,890

[Signature Page of Petitioner, Copia Apartments, LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: [signature]

Name: Alex T Oliver

Title: Manager

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

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Copia Apartments, LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Merchandise Mart Apartments LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St. Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0179-9-010.000
2024 ASSESSED VALUE:	$3,087,030

[Signature Page of Petitioner, Merchandise Mart Apartments LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: Alex T Oliver

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C IT Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Merchandise Mart Apartments LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Bee Hat Lofts LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0178-9-090.000
2024 ASSESSED VALUE:	$344,860

[Signature Page of Petitioner, Bee Hat Lofts LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: [signature]

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C it Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Bee Hat Lofts LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Meridian Commercial LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St. Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0836-9-011.096; 0836-9-011.097
2024 ASSESSED VALUE:	$157,300

[Signature Page of Petitioner, Meridian Commercial LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: Alex T Oliver

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C IT Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Meridian Commercial LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Irish Dorsa, LLC
TELEPHONE NUMBER:	(H) 314·220·8788 (C) 314-220·8788
MAILING ADDRESS:	1317 LACLED STATION RD ST. LOUIS MO 63117
NAME OF SIGNER:	JAY CARNAHAN
BASIS OF LEGAL AUTHORITY TO SIGN:	MEMBER
SIGNER'S TELEPHONE NUMBER:	(C) 314·220·8788
SIGNER'S MAILING ADDRESS:	1317 LACLEDE STATION RD ST. LOUIS MO 63117
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0178-9-021.002
2024 ASSESSED VALUE:	$87,200

[Signature Page of Petitioner, Irish Dorsa, LLC Follows]

By executing this Amended Petition on this 16 day of September, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: [signature]

Name: Jay Carnahan

Title: Member

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

On this 16 day of September, in the year 2025, before me Jared Bennett a Notary Public in and for said state, personally appeared Jay Carnahan, the Member of Irish Dorsa, LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 16 day of September, 2025.

J Bennett

Notary Public

Printed Name: Jared Bennett

My Commission Expires: 3/21/26

NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
Expires 03/21/2026
Jared Bennett
St. Louis City
Commission # 22443600

EXHIBIT A

Legal Description of Additional Property

Additional Property owned by Merchandise Mart Apartments LLC:

PARCEL 1: (FEE SIMPLE)

A TRACT OF LAND BEING ALL OF CITY BLOCK 179 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SOUTH LINE OF WASHINGTON STREET AND FRONTING 271.01 FEET THEREON; EAST BY THE WEST LINE OF TENTH STREET AND FRONTING 150.00 FEET THEREON; SOUTH BY THE NORTH LINE OF ST. CHARLES STREET AND FRONTING 271.18 FEET THEREON; AND WEST BY THE EAST LINE OF ELEVENTH STREET FRONTING 150.00 FEET THEREON.

TOGETHER WITH THE ELEVATED PASSAGEWAY CONNECTED ON THE NORTH TO THE BUILDING LOCATED ON THE ABOVE DESCRIBED TRACT AND ON THE SOUTH TO THE BUILDING LOCATED ON THE APPROXIMATE WEST ONE-HALF OF CITY BLOCK 281 OF THE CITY OF ST. LOUIS, BEING A TRACT OF LAND BEING PART OF THE EXISTING RIGHT-OF- WAY OF ST. CHARLES STREET, LYING BETWEEN 10TH STREET AND 11TH STREET IN THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF 11TH STREET, 60.00 FEET WIDE, WITH THE NORTH LINE OF ST. CHARLES STREET, 50.00 FEET WIDE; THENCE ALONG SAID NORTH LINE, SOUTH 60 DEGREES 01 MINUTES 40 SECONDS EAST A DISTANCE OF 43.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 60 DEGREES 01 MINUTES 40 SECONDS EAST A DISTANCE OF 33.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 30 DEGREES 00 MINUTES 53 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ST. CHARLES STREET; THENCE ALONG SAID LINE, NORTH 60 DEGREES 01 MINUTES 40 SECONDS WEST A DISTANCE OF 33.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 30 DEGREES 00 MINUTES 53 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION ENCOMPASSES AN AREA BEGINNING AT ELEVATION 57.00 FEET (CITY OF ST. LOUIS DATUM) TO A CEILING OF ELEVATION OF 184.00 FEET.

PARCEL 2: (PARKING RIGHTS ESTATE)

ALL REAL PROPERTY RIGHTS, GRANTED TO MERCHANDISE MART EQUITY LLC IN THE PARKING GARAGE BUILDING KNOWN AS UNIT G OF ST. LOUIS GATEWAY CONDOMINIUM IN CITY BLOCK 172, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 03012004, PAGE 92, ACCORDING TO AND MORE PARTICULARLY DESCRIBED AND SHOWN IN THE ST. LOUIS GATEWAY CONDOMINIUM DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN BOOK 03012004, PAGE 91 AND AMENDED IN BOOK 11172009, PAGE 166 OF THE CITY OF ST. LOUIS RECORDS, BY VIRTUE OF THE PARKING AGREEMENT EXECUTED BY AND BETWEEN MERCHANDISE MART EQUITY LLC AND THE MISSOURI DEVELOPMENT FINANCE BOARD DATED WITH AN EFFECTIVE DATE

OF SEPTEMBER 28, 2016, A MEMORANDUM OF WHICH WAS RECORDED ON OCTOBER 3, 2016, IN BOOK 10032016, PAGE 0282 OF THE CITY OF ST. LOUIS RECORDS.

PARCEL 3: (EASEMENT)
EXCLUSIVE EASEMENT RIGHTS FOR ENCROACHMENT AND STRUCTURAL SUPPORT OF THAT CERTAIN ELEVATED PASSAGEWAY OVER AND ACROSS ST. CHARLES STREET AS ESTABLISHED BY QUIT CLAIM DEED BY AND BETWEEN DOWNTOWN LOCUST L.L.C. AND MERMART, L.L.C., DATED JULY 30, 2003 AND RECORDED AUGUST 12, 2003 IN BOOK 08122003, PAGE 0367 OF THE CITY OF ST. LOUIS RECORDS.

Additional Property owned by Bee Hat Lofts LLC:

A lot in Block 178 of the City of St. Louis, described as follows: Beginning at the Northeast corner of Washington Boulevard and Eleventh Street; thence Northwardly along the East line of Eleventh Street, 150 feet 3-1/4 to a point in the South line of "Christy Tract;" thence Eastwardly and along the center line of a 30 inch party wall, 60 feet to a point in the South line of Christy Tract; thence Southwardly and parallel with the East line of Eleventh Street and along the center line of a 30 inch party wall, 150 feet 3 inches to the Northern line of Washington Boulevard; thence Westwardly along the North line of Washington Boulevard, 60 feet to the point of beginning.

Additional Property owned by Meridian Commercial LLC:

Retail Units A & B of The Meridian, a condominium, according to the plat thereof recorded in Plat Book 06292006 page 366 and amended Plat recorded in Book 10192006 page 195 and in City Block 836 of the City of St. Louis, together with an undivided share of the common elements thereto, according to and more particularly described in the declaration of Condominium and By-Laws recorded in Book 06292006 page 365 and amended in Book 02012007 page 711 and in Book 04232007 page 110 of the City of St. Louis.

Additional Property owned by Alexandrew LLC:

UNIT R1 OF DORSA LOFTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10252007 PAGE 226 OF THE ST. LOUIS CITY RECORDS AND IN BLOCK 178 OF THE CITY OF ST. LOUIS, MISSOURI, TOGETHER WITH THE UNDIVIDED SHARE OF COMMON ELEMENTS, ALL ACCORDING TO AND MORE PARTICULARLY DESCRIBED IN THE DORSA LOFTS CONDOMINIUMS DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE RECORDED IN BOOK 10252007 PAGE 225.

Additional Property owned by Irish Dorsa, LLC:

UNIT R2 OF DORSA LOFTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10252007 PAGE 226 OF THE ST. LOUIS CITY RECORDS AND IN BLOCK 178 OF THE CITY OF ST. LOUIS, MISSOURI, TOGETHER WITH THE UNDIVIDED SHARE OF COMMON ELEMENTS, ALL ACCORDING TO AND MORE PARTICULARLY DESCRIBED IN THE DORSA LOFTS CONDOMINIUMS DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE RECORDED IN BOOK 10252007 PAGE 225.

Additional Property owned by Flamingo Bowl, LLC:

Units 102 and 103 of Lucas Lofts Condominium in Block 517 of the City of St. Louis as shown on the plat thereof recorded in Book 07032006 Page 0029 and Lucas Loft Condominium Plat Amendment 1 recorded in Book 06262007 Page 0475, together with an undivided share of common

and limited elements and appurtenances thereto belonging, and all easements including but not limited to the staging and temporary storage area created, all according to and more particularly described and shown in Declaration of Condominium and By-Laws of Lucas Lofts Condominium recorded in Book 07032006 Page 0030 and Amendment No. 1 thereto recorded in Book 06262007 Page 0476.

EXHIBIT B

Legal Description of District

Property subject to Original CID Ordinance:

Parcel 1
Lots 1 through 4 inclusive and the Eastern 9 inches of Lot 5 of the Partition of Peter Lindell's Estate, in block No. 836 of the City of St. Louis, Missouri, having an aggregate front of 100 feet 1 inch on the South line of Washington Ave., by a depth Southwardly of 150 feet to the North line of St. Charles Street; bounded East by the West line of Eleventh Street.

Parcel 2
The Western 24 feet 1 inch of Lot 5 and all Lots Nos. 6, 7 and 8 of Lindell's Subdivision in block No. 836 of the City of St. Louis, beginning at a point in the South line of Washington Avenue, distant 100 feet 1 inch West of the West line of Eleventh Street, thence Westwardly along the South line of Washington Avenue 98 feet 7 inches, more or less, to a point, thence Southwardly and parallel with Eleventh Street 150 feet to the North line of St. Charles Street, thence Eastwardly along the North line of St. Charles Street, 96 feet 7 inches, more or less, to a point distant 9 inches West of the East line of Lot No. 5, thence North and parallel to Eleventh Street, 150 feet to the point of beginning; bounded on the East by property acquired by Howard, et al., by Deed recorded in Book 1587 page 114.

Including only that portion located on the first floor of the building.

Parcel 3
Lots 9, 10 and 11 of Subdivision of Peter Lindell's Estate and in Block 836 of the City of St. Louis, together fronting 74 feet 6 inches on the South line of Washington Avenue by a depth Southwardly of 150 feet to the North line of St. Charles Street.

Commonly known and numbered 1122 Washington, St. Louis, Missouri.

Subject to deed restrictions, easements, rights-of-way of record, and zoning regulations if any.

Including only that portion located on the first floor of the building.

Additional Property owned by Merchandise Mart Apartments LLC:

PARCEL 1: (FEE SIMPLE)

A TRACT OF LAND BEING ALL OF CITY BLOCK 179 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOGETHER WITH THE ELEVATED PASSAGEWAY CONNECTED ON THE NORTH TO THE BUILDING LOCATED ON THE ABOVE DESCRIBED TRACT AND ON THE SOUTH TO THE BUILDING LOCATED ON THE APPROXIMATE WEST ONE-HALF OF CITY BLOCK 281 OF THE CITY OF ST. LOUIS, BEING A TRACT OF LAND BEING PART OF THE EXISTING RIGHT-OF- WAY OF ST. CHARLES STREET, LYING BETWEEN 10TH STREET AND 11TH STREET IN THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Additional Property owned by Alexandrew LLC:
UNIT R1 OF DORSA LOFTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10252007 PAGE 226 OF THE ST. LOUIS CITY RECORDS AND IN BLOCK 178 OF THE CITY OF ST. LOUIS, MISSOURI, TOGETHER WITH THE UNDIVIDED SHARE OF COMMON ELEMENTS, ALL ACCORDING TO AND MORE PARTICULARLY DESCRIBED IN THE DORSA LOFTS CONDOMINIUMS DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE RECORDED IN BOOK 10252007 PAGE 225.

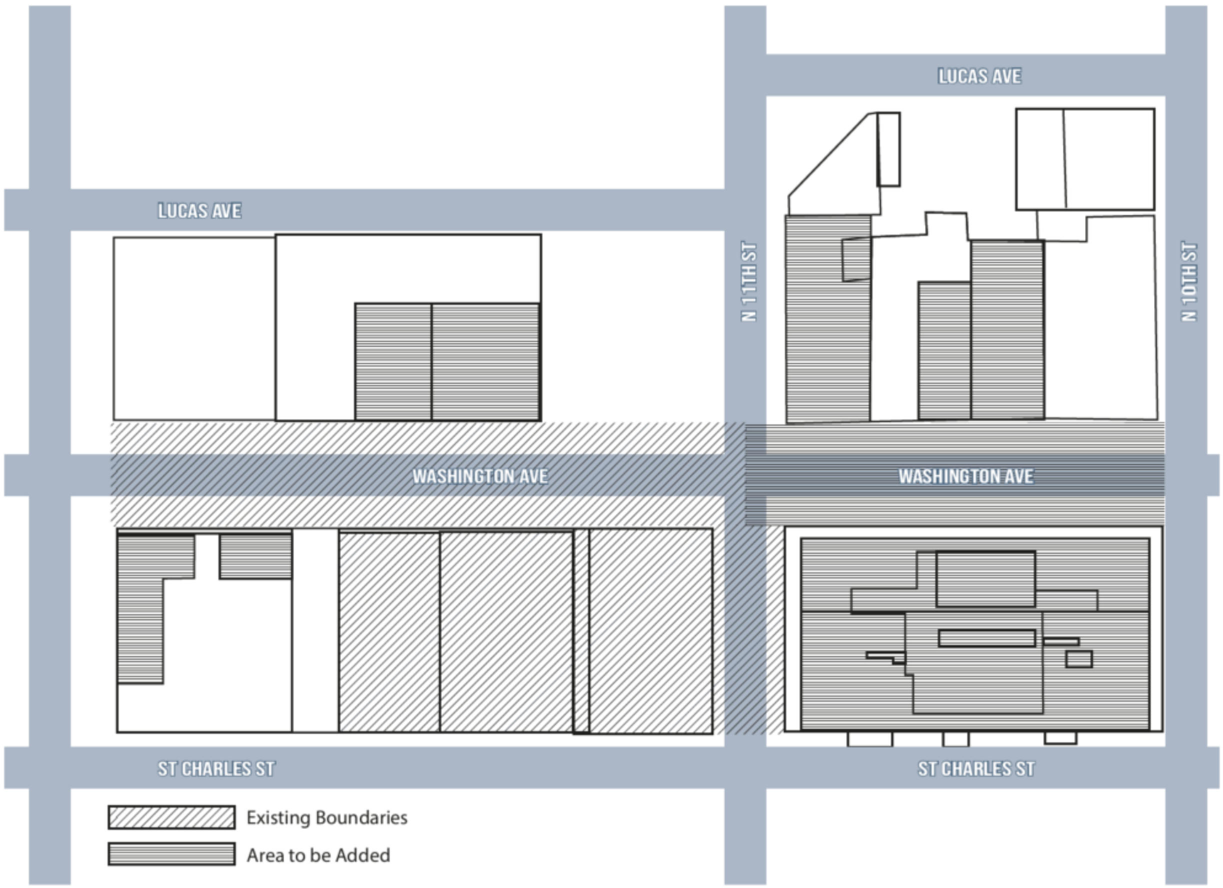
Additional Property owned by Irish Dorsa, LLC:
UNIT R2 OF DORSA LOFTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10252007 PAGE 226 OF THE ST. LOUIS CITY RECORDS AND IN BLOCK 178 OF THE CITY OF ST. LOUIS, MISSOURI, TOGETHER WITH THE UNDIVIDED SHARE OF COMMON ELEMENTS, ALL ACCORDING TO AND MORE PARTICULARLY DESCRIBED IN THE DORSA LOFTS CONDOMINIUMS DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE RECORDED IN BOOK 10252007 PAGE 225.

Additional Property owned by Flamingo Bowl, LLC:
Units 102 and 103 of Lucas Lofts Condominium in Block 517 of the City of St. Louis as shown on the plat thereof recorded in Book 07032006 Page 0029 and Lucas Loft Condominium Plat Amendment 1 recorded in Book 06262007 Page 0475, together with an undivided share of common and limited elements and appurtenances thereto belonging, and all easements including but not limited to the staging and temporary storage area created, all according to and more particularly described and shown in Declaration of Condominium and By-Laws of Lucas Lofts Condominium recorded in Book 07032006 Page 0030 and Amendment No. 1 thereto recorded in Book 06262007 Page 0476.

EXHIBIT C

Map Depicting Boundaries of District

The boundaries of the District are depicted as outlined below.



For the properties owned by Meridian Commercial LLC as of the date of the filing of this Amended Petition, only the portion of those parcels from street level to 15 feet above street level shall be included within the District; the vertical portion of those parcels 15 feet, 1 inch and more above street level shall not be included within the boundaries of the District.

<u>EXHIBIT D</u>

Five-Year Plan

1100 WASHINGTON AVENUE COMMUNITY IMPROVEMENT DISTRICT

DATED: SEPTEMBER 18, 2025

Introduction

By Ordinance No. 68436, The City of St. Louis, Missouri (the **"City"**) approved a petition for the establishment of the 1100 Washington Avenue Community Improvement District in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the **"CID Act"**). Since that time, Petitioners have acquired certain property within and adjacent to, as applicable, the 1100 Washington Avenue Community Improvement District. In relation to the foregoing, Petitioners are filing a Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the Project (the **"Amended Petition"**). In accordance with the CID Act, the Petitioners are submitting this five-year plan in order to comply with the CID Act (the **"Plan"**). The Plan is an integral part of the Amended Petition to which it is attached.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area or section of the municipality to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the 1100 Washington Avenue Community Improvement District as altered to include the addition of the Additional Property (as defined in the Amended Petition) (collectively, the **"District"**); (B) a description of the anticipated District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period; and (E) an anticipated schedule for the District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Amended Petition.

(a) District Location and Formation

The District will generally be bounded by: St. Charles Street on the south; Tucker Boulevard on the west; Lucas Avenue on the north; North 10th Street on the east. The District is contiguous.

The District is a political subdivision of the State of Missouri. The District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes and an assessment imposed within its boundaries.

(b) District Revenues

The District raises revenues by imposing an additional sales and use tax (the **"District Sales Tax"**) at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the District Sales Tax was subject to approval by the qualified voters within the District. At the time of the imposition of the District Sales Tax, there were no registered voters within the District, and the CID Act provided that the qualified voters were the owners of one or more parcels of real property located within the District per the tax records of the City of the thirtieth day before the date of the applicable election. The District's Board of Directors (the **"Board"**) submitted the question of whether the District shall be authorized to impose the District Sales Tax to the qualified voters for approval, which question was approved by the qualified voters.

Upon the City's adoption of an ordinance relating to the Amended Petition, the Petitioners will request that the City Clerk of the City forward a certified copy of the ordinance and the Amended Petition to the Board.

Notwithstanding anything in the CID Act or the Amended Petition to the contrary, the District shall have no power to levy real property taxes, special assessments, or business license taxes.

(c) Summary of Improvements and Services to be Provided

The purpose of the District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the District, and to provide services and activities as allowed under Section 67.1461 of the CID Act. The aforementioned work may be performed within the boundaries of the District, and the areas immediately adjacent to the boundaries of the District, so long as it is within the public right-of-way. The District will impose the District Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the District may undertake any of the following public improvements: (a) pedestrian or shopping malls and plazas; (b) parks, lawns, trees, and any other landscape; (c) convention centers, arenas, aquariums, aviaries, and meeting facilities; (d) sidewalks, streets, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements; (e) parking lots, garages, or other facilities; (f) lakes, dams, and waterways; (g) streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, and barriers; (h) telephone and information booths, bus stop and other shelters, rest rooms, and kiosks; (i) paintings, murals, display cases, sculptures, and fountains; (j) music, news, and child-care facilities; and (k) any other useful, necessary, or desired improvement.

In addition, the District may undertake or provide for any of the following activities or services: (a) dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use; (b) within its boundaries and with the City's consent, prohibit or restrict vehicular and pedestrian traffic and vendors on streets, alleys, malls, bridges, ramps, sidewalks, and tunnels and to provide the means for access by emergency vehicles to or in such areas; (c) within its boundaries, operate or contract for the provision of music, news, child-care, or parking facilities, and buses, minibuses, or other modes of transportation; (d) within its boundaries, lease space for sidewalk cafe tables and chairs; (e) within its boundaries, provide or contract for the provision of security personnel, equipment, or facilities for the protection of property and persons; (f) within its boundaries, provide or contract for cleaning, maintenance, and other services to public and private property; (g) produce and promote any tourism, recreational or cultural activity or special event in the District by, but not limited to, advertising, decoration of any public place in the District, promotion of such activity and special events, and furnishing music in any public place; (h) support business activity and economic development in the

District including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses; (i) provide or support training programs for employees of businesses within the District; (j) provide refuse collection and disposal services within the District; (k) contract for or conduct economic, planning, marketing or other studies; (l) repair, restore, or maintain any abandoned cemetery on public or private land within the District; (m) partner with a telecommunications company or broadband service provider in order to construct or improve telecommunications facilities which shall be wholly owned and operated by the telecommunications company or broadband service provider, as the terms "telecommunications company" and "telecommunications facilities" are defined in section 386.020, RSMo., and subject to the provisions of section 392.410 RSMo., that are in an unserved or underserved area, as defined in section 620.2450, RSMo.; and (n) carry out any other powers set forth in the CID Act.

Pursuant to Section 67.1461 of the CID Act the District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its present or future boundaries, personal property, or any interest in such property. The aforementioned sentence includes acquiring an ownership interest in commercial space within the boundaries of the District including, but not limited to, a fee interest in commercial condominium unit(s) or a leasehold interest for the purpose of leasing street-level commercial space to third parties to support business activity and economic development in the District including, without limitation, the promotion of business activity, development and retention, and recruitment of developers and business. In connection therewith, the District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use. In addition, the District may enter into one or more agreements with the City for the purpose of abating any public nuisance within the boundaries of the District, including without limitation the stabilization, repair or maintenance or demolition and removal of buildings or structures, provided that the City has declared the existence of a public nuisance. Further, the District may reimburse any entity for costs incurred in connection with the operation and leasing of any street-level retail space within the District, so long as it is reimbursable under the CID Act.

As the District is located within a "blighted area" as defined in the CID Act, the District shall have all additional powers associated with a "blighted area" as set forth in the CID Act, for only so long as the Blight Ordinance is in effect and only as to those portions of the District within the "blighted area" as set forth in the Blight Ordinance.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the District under Section 67.1461 of the CID Act, the District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

Specifically, the District is to provide funding for various public improvements (as further described below) within the District boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of developments within the District (together with any related public improvements, activities or services outlined in this Section (c), the **"CID Project"** or **"District Project"**) as allowed under the CID Act. The estimated cost of the CID Project over the next five years is approximately $500,000, as described below. This $500,000 is in addition to the prior amounts authorized and approved under the Original CID Ordinance.

Item	Amount*
Support business activity and economic development in the District	$500,000
Utility work (sanitary, storm sewer, water)	$0
Acquisition of property to support and promote business activity and economic development in District	$0
Professional services (engineering, architectural, testing, legal, & contingency)	$0
Total**	$500,000

* The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

** Excludes costs of issuance, amounts to establish a debt service reserve fund and to fund capitalized interest on obligations issued by the District to finance the CID Project.

The District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the CID Project. District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

On an annual basis, the District Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the District, the amount of which will be determined by the Board in connection with the adoption of the annual budget of the District, and (b) second, to fund the costs of the CID Project or any obligations issued by the District to finance the costs of the CID Project. This formula will be applied throughout the term of the District.

The CID Act mandates that existing City services will continue to be provided within a District at the same level as before the District was created (unless services are decreased throughout the City) and that any District services shall be in addition to existing City services. The Petitioners anticipate that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish. Without the additional funding provided by the District, the Petitioners would not be able to adequately develop, operate, and maintain the CID Project.

(d) Estimate of Costs of Services and Improvements to be Incurred

The total estimated cost of the CID Project over the next five-year period is approximately $500,000. This $500,000 is in addition to the prior amounts authorized and approved under the Original CID Ordinance. As stated above, District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

(e) Anticipated Schedule

Below is a summary of the improvements, activities and services to be provided by the District over the next five-year period:

Year	**Improvements, Activities, and Services**
2025	• District boundaries amended to include additional tax parcels • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • CID Project continues • District provides for its on-going administration
2026	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration
2027	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration
2028	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration
2029	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration

Summary
Board Bill Number 120
Introduced by Alderman Michael Browning
December 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 120 INTRODUCED BY 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.

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

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

WHEREAS, 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; and

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

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

SECTION ONE. Subject to annual appropriation, fifty percent (50%) of the revenue from 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%) generated by the Company or its affiliates from their respective operations at the Project Site, as further described in the Development and Performance Agreement, shall be deposited by the City into an account designated as the "Sales Tax Reimbursement Account – Corporate Interiors, Inc. Project." Funds in such account shall, subject to annual appropriation, be paid to the Company as a "Tenant Improvement Allowance" for reimbursement of certain costs associated with the Project in accordance with the terms and conditions of the Development and Performance Agreement.

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

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

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

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

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

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

EXHIBIT A

FORM OF DEVELOPMENT AND PERFORMANCE AGREEMENT

Board Bill Number 120
Exhibit A

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (this *"Agreement"*) is made and entered into as of this _____ day of ____________, 2026, 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 __________, 2026, 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:

EXHIBIT B

CONCEPT SITE PLAN/PROJECT DESCRIPTION

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 __________, 2026 (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. Lous, 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.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Taxable Revenue	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000
Sales Tax %	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%
Sales Tax	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**
Portion to TIF (50%)	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500
Portion to City	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,899	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500
50% Sales Tax Rebate	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 47,601												
Administrative Fee %	1%	1%	1%	1%	1%	1%	1%	1%												
Administrative Fee	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 476**												
Net Sales Tax Rebate	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 47,125**												
Cumulative Sales Tax Rebate	$ 136,125	$ 272,250	$ 408,375	$ 544,500	$ 680,625	$ 816,750	$ 952,875	$ 1,000,000												

NPV of Net Sales Tax Rebate	**$ 789,468**

New leasehold improvements:	$ 3,384,470
New non-manufacturing machinery/equipment purchase:	$ 600,000
Total Tenant Investment	**$ 3,984,470**

White Boxing Cost	$ 1,666,000
Landlord's Tenant Improvements	$ 2,000,000
Total Owner Investment	**$ 3,666,000**

Total Investment	$ 7,650,470

NPV as % of Tenant Investment	**19.8%**
NPV as % of Total Investment	**10.3%**

NPV of City Portion (20 years)	$ 779,671.26

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Taxable Revenue	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000
Sales Tax	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%
Sales Tax	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**
Portion to TIF (50%)	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875
Portion to City	$ -	$ -	$ -	$ -	$ -	$ 21,149	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875
50% Sales Tax Rebate	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 150,726														
Administrative Fee %	1%	1%	1%	1%	1%	1%														
Administrative Fee	**$ 1,719**	**$ 1,719**	**$ 1,719**	**$ 1,719**	**$ 1,719**	**$ 1,507**														
Net Sales Tax Rebate	**$ 170,156**	**$ 170,156**	**$ 170,156**	**$ 170,156**	**$ 170,156**	**$ 149,219**														
Cumulative Sales Tax Rebate	$ 170,156	$ 340,313	$ 510,469	$ 680,625	$ 850,781	$ 1,000,000.00														

NPV of Net Sales Tax Rebate	**$ 821,953**

New leasehold improvements:	$ 3,384,470
New non-manufacturing machinery/equipment purchase:	$ 600,000
Total Investment	**$ 3,984,470**

White Boxing Cost	$ 1,666,000
Landlord's Tenant Improvements	$ 2,000,000
Total Owner Investment	**$ 3,666,000**

Total Investment	$ 7,650,470

NPV as % of Tenant Investment	**20.6%**
NPV as % of Investment	**10.7%**

NPV of City Portion (20 years)	$1,141,136.79

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Employees	41	41	41	41	41	41	41	41	41	41
Average Wage	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000
Total Payroll	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**
Earnings Tax %	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Earnings Tax	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**
Payroll Expense Tax %	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Payroll Expense Tax	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**
Payroll and Earnings Tax	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**
Portion to TIF (50%)	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138
Portion to City	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**

NPV of net new taxes to the City	**$ 192,374**

BOARD BILL NUMBER 120
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.

(01/2017)

SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ____Yes _X_No.

- An undertaking of a new service for which no funding is provided in the current adopted city budget? ____Yes _X_No.

- A commitment of city funding in the future under certain specified conditions? __X__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 _X_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 _X_No.

- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes _X_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 _X_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 Project Investment will total approximately $7,650,470; 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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	NA	NA	NA
Additional Revenue	NA	NA	NA
Net	NA	NA	NA
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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 __X__No.

  - If yes, by whom? ______________________________ .