

ORDINANCE #69372
Board Bill No. 258

An ordinance relating to parks; imposing, under and by the authority of Sections 67.1700 to 67.1769 RSMo (August 28, 2012), subject to the approval of the voters, an additional three-sixteenths of one cent sales tax on all retail sales made in the City of St. Louis which are subject to taxation as provided for in Sections 144.010 to 144.525 and 67.1700 to 67.1769 RSMo, for the purpose of funding the operation and maintenance of the Metropolitan Park and Recreation District and parks owned by and located in the City of St. Louis, in addition to any and all other sales taxes allowed by law; submitting to the qualified voters of the City of St. Louis a proposal to approve this Ordinance; providing for an election and the manner of voting thereat; providing that if such question shall receive the votes of a majority of the voter voting thereon that such tax shall be authorized and in effect as provided in Sections 67.1700 to 67.1769 RSMo (August 28, 2012); providing that the tax imposed pursuant to the provisions of this Ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 and 67.1700 to 67.1769 RSMo; providing for the allocation of the proceeds of such tax to certain purposes; providing that certain real property previously designated as part of the Gateway Mall Master Plan shall instead be part of the projects funded by the portion of such proceeds applied by the Metropolitan Park and Recreation District pursuant to this Ordinance; and containing an interpretation clause, a severability clause and an emergency clause.

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

SECTION ONE. Under and by the authority of Sections 67.1700 to 67.1769 RSMo (August 28, 2012), there is hereby imposed, subject, however, to the approval of the qualified voters as hereinafter provided, an additional three-sixteenths of one cent sales tax on retail sales (excluding sales of food and prescription drugs) made in the City of St. Louis for the purpose of funding certain operations and maintenance of the Metropolitan Park and Recreation District and of parks owned and operated by the City of St. Louis, in addition to any and all other sales tax allowed by law.

SECTION TWO. The following question is hereby submitted to the qualified voters of the City of St. Louis and shall be voted upon at an election to be held as hereinafter provided. The question shall read substantially in words and figures as follows:

PROPOSITION P

SAFE AND ACCESSIBLE
ARCH AND PUBLIC PARKS INITIATIVE

For the purpose of increasing safety, security, and public accessibility for the Gateway Arch grounds and local, county and regional parks and trails for families and disabled and elderly visitors, and for providing expanded activities and improvements of such areas, shall the City of St. Louis join such other of the counties of St. Louis and St. Charles to impose a three-sixteenths of one cent sales tax in addition to the existing one-tenth of one cent sales tax applied to such purposes, with sixty percent of the revenues derived from the added tax allocated to the Metropolitan Park and Recreation District for Gateway Arch grounds and other regional park and trail improvements, and the remaining forty percent allocated to the City of St. Louis for park improvements as authorized by the Board of Aldermen of the City of St. Louis under Ordinance No. _____ on the ___ day of _____, 2013, with such tax not to include the sale of food and prescription drugs and to be subject to an independent annual public audit?

Yes No

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION THREE. The foregoing question shall be submitted to the qualified voters at an election called and to be held on Tuesday, the [second (2nd)] day of April, 2013, and if the question shall receive in its favor the votes of a majority of the voters voting thereon, the tax shall be authorized and shall become effective as provided in Sections 67.1700 to 67.1769 RSMo (August 28, 2012). The qualified voters may, at such election, vote a ballot in substantially the following form:

PROPOSITION P**SAFE AND ACCESSIBLE
ARCH AND PUBLIC PARKS INITIATIVE**

For the purpose of increasing safety, security, and public accessibility for the Gateway Arch grounds and local, county and regional parks and trails for families and disabled and elderly visitors, and for providing expanded activities and improvements of such areas, shall the City of St. Louis join such other of the counties of St. Louis and St. Charles to impose a three-sixteenths of one cent sales tax in addition to the existing one-tenth of one cent sales tax applied to such purposes, with sixty percent of the revenues derived from the added tax allocated to the Metropolitan Park and Recreation District for Gateway Arch grounds and other regional park and trail improvements, and the remaining forty percent allocated to the City of St. Louis for park improvements as authorized by the Board of Aldermen of the City of St. Louis under Ordinance No. _____ on the ___ day of _____, 2013, with such tax not to include the sale of food and prescription drugs and to be subject to an independent annual public audit?

Yes No

If you are in favor of the question, place an X in the box opposite YES. If you are opposed to the question, place an X in the box opposite NO.

SECTION FOUR. The Board of Election Commissioners of the City of St. Louis shall provide notice of such election pursuant to Section 115.127 RSMo, shall provide the ballots or voting machines, or both, and shall conduct the election and shall ascertain the results thereof, all according to the laws regulating such elections. Upon approval of this Ordinance, it shall be published once in the City Journal. Proof of publication of this Ordinance shall be made by affidavit of the City Register and such affidavit shall be filed in the office of the City Register and a copy of said publication shall be attached thereto.

SECTION FIVE. The provisions of Sections 67.1700 to 67.1769 RSMo (August 28, 2012) are adopted and incorporated herein by reference as if fully set forth herein.

SECTION SIX. The tax imposed pursuant to the provisions of this Ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 and 67.1700 to 67.1769 RSMo.

SECTION SEVEN. The portion of the revenue derived from the additional tax authorized by this Ordinance and allocated to the Metropolitan Park and Recreation District for Gateway Arch grounds shall be applied to property owned or controlled by the City of St. Louis as provided for in that certain Cooperation Agreement to be adopted by the City of St. Louis, the Port Authority of the City of St. Louis, the Metropolitan Park and Recreation District and CityArchRiver 2015 Foundation in the form attached hereto, and as amended or supplemented from time to time, and that certain comprehensive capital improvements program agreement authorized in Section 67.1742(2) RSMo (August 28, 2012).

SECTION EIGHT. The portion of the revenue derived from the additional tax authorized by this Ordinance which is returned to the City of St. Louis from the tax authorized by this Ordinance pursuant to Section 67.1754 RSMo shall be deposited in the special trust fund created pursuant to Ordinance No. 64994, known as the Metropolitan Park and Recreation District Capital Improvements Sales Tax Trust Fund (the Metro Parks Trust Fund), to consist of two accounts, namely, a Major Parks Capital Improvements Account and a Neighborhood Parks Capital Improvements Account. All revenue of the Metro Parks Trust Fund and all interest on such revenue shall be allocated and credited upon receipt as follows: forty percent (40%) to the Major Parks Capital Improvements Account and sixty percent (60%) to the Neighborhood Parks Capital Improvements Account. Notwithstanding any provision of Ordinance No. 64994, the portion of the revenue derived from the additional tax authorized by this Ordinance that is credited and allocated to the Major Parks Capital Improvements Account shall be credited and allocated to six sub-accounts, one each for capital improvements in Carondelet, Fairground, Forest, O'Fallon, Tower Grove and Willmore Parks (the Major Parks) in the following proportions: Carondelet, fifteen and one-tenth percent (15.1%), Fairground, eleven percent (11%); Forest, thirty and six-tenths percent (30.6%); O'Fallon, ten and seven-tenths percent (10.7%); Tower Grove, twenty-three and six-tenths percent (23.6%) and Willmore, nine percent (9%).

SECTION NINE. Appropriations from the Metro Parks Trust Fund shall be made pursuant to the policies and procedures for capital improvements planning and budgeting as provided in Ordinance 60419, as amended; provided, however, that as part of

the annual budget preparation process, the Director of Parks Recreation and Forestry shall prepare and submit to the Budget Division his or her recommendations for expenditure of revenues on deposit in: i) the Major Parks Capital Improvements Account in a manner similar to current procedures for appropriating revenues in the Major Park Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund established by Ordinance 62885; and ii) the Neighborhood Parks Capital Improvements Account pursuant to Section Ten hereof.

SECTION TEN. Revenue on deposit in the Neighborhood Parks Capital Improvements Account shall only be expended for capital improvements projects in public parks owned by the City of St. Louis and maintained by the City's Department of Parks, Recreation and Forestry; provided, however, that no revenues in such account shall be expended for projects in any Major Park. Further, revenues, in such account shall not be expended for more than seventy-five percent (75%) of the cost of any specific capital improvement project. Matching funds for any such specific capital improvement project shall be accepted by the Comptroller from any source whatsoever, including, but not limited to: i) revenues in any Ward Capital Improvements Sub-Account of the Capital Improvements Sales Tax Trust Fund established by Ordinance 62885; ii) Community Development Block Grant Funds; and iii) private donations and/or private and public grants on deposit in the City Treasury in accounts established by the Comptroller for such purpose.

In preparing and submitting to the Budget Division his or her annual appropriation recommendations for Neighborhood Parks, the Director of Parks, Recreation and Forestry shall consider various factors, including, but not limited to: i) the relative capital improvement needs of the neighborhood parks; ii) the amount of Neighborhood Parks Capital Improvements Account funds appropriated to specific Wards and neighborhoods in previous years; iii) the percentage of non—Metro Parks Trust Fund matching funds available for the project; and iv) that each annual appropriation be balanced to provide neighborhood park improvements in as many different Wards and neighborhoods as possible. In addition, said recommendations shall be approved by resolution of the Parks and Environmental Matters Committee of the Board of Aldermen prior to their submission to the Budget Division.

SECTION ELEVEN. All monies from any account or sub-account within the Metro Parks Trust Fund shall be expended only by appropriating ordinances. No money credited and allocated to any account or sub-account within the Metro Parks Trust Fund shall be: i) transferred to any other fund, account or sub-account; or ii) appropriated, expended, used or encumbered for any purpose other than capital improvements as indicated by the name of the respective account or sub-account.

SECTION TWELVE. The City shall not decrease its annual general revenue or capital fund appropriations or expenditures for park and recreation purposes from general revenues or capital funds as a result of the approval of the voters of the sales tax authorized by this Ordinance.

SECTION THIRTEEN. This Ordinance is intended to be a supplement to, consistent with and not in derogation of Ordinance No. 64994. All provisions of Ordinance No. 64994 shall remain in full force and effect and shall apply with respect to the additional tax approved in this Ordinance except as expressly provided for herein and all provisions of this Ordinance shall be interpreted consistent with Ordinance No. 64994 unless clearly inconsistent, and in the case of any such inconsistency, the inconsistent provision of this Ordinance shall apply only with respect to the additional tax approved in this Ordinance.

SECTION FOURTEEN. Notwithstanding any provision of Ordinance No. 68407 or the St. Louis Gateway Mall Master Plan, the area bounded by Broadway, Market Street, 7th Street and Chestnut Street shall be included in the projects funded in part by the portion of such proceeds applied by the Metropolitan Park and Recreation District pursuant to this Ordinance; and shall not be governed by Ordinance No. 68407 with respect to the Gateway Mall Master Plan. Except as provided herein, Ordinance No. 68407 for the area bounded by 7th Street, Market Street, 21st Street and Chestnut Street shall remain in full force and effect.

SECTION FIFTEEN. If any provision of this Ordinance shall be held invalid, the remainder of this Ordinance, to the extent severable therefrom, shall not thereby be invalidated.

SECTION SIXTEEN. This being an ordinance providing for the submission of a question to the voters, it is hereby declared to be an emergency ordinance as provided by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his or her veto.

COOPERATION AGREEMENT

By and Among the
Metropolitan Park and Recreation District

d/b/a The Great Rivers Greenway District

and

The City of St. Louis

and

The Port Authority of the
City of St. Louis

And

City Arch River 2015 Foundation

THIS AGREEMENT is made and entered into the ____ day of January, 2013 by and among the METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT, a body corporate and a political subdivision of the State of Missouri, the CITY OF ST. LOUIS, MISSOURI, a Missouri Charter City, the PORT AUTHORITY of the City of St. Louis, and CITY ARCH RIVER 2015 FOUNDATION, a not-for-profit corporation, existing under a Pro-Forma Decree of the Circuit Court of the City of St. Louis, Missouri.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article 1 of this AGREEMENT.

RECITALS

A. The DISTRICT is a political subdivision duly organized and validly existing under the laws of the State of Missouri.

B. The DISTRICT is currently authorized and empowered under Section 67.1700, et seq., of the Revised Statutes of Missouri, to develop, operate and maintain a system of interconnecting trails and parks and to contract with public and private entities or individuals, both within and without the State of Missouri, the United States or any agency thereof in furtherance of any of its purposes.

C. The CITY is a Charter City organized and existing under the provisions of the Constitution of the State of Missouri.

D. The PORT AUTHORITY of the City of St. Louis is a political subdivision of the State of Missouri.

E. The CITYARCHRIVER PROJECT AREA consists of land owned and/or operated by the City, State of Missouri and the National Park Service, U.S. Department of Interior. A description and map of the CITYARCHRIVER PROJECT AREA is attached hereto as **Exhibit F**.

F. CITY ARCH RIVER 2015 FOUNDATION is a pro-forma decree corporation, organized to promote the well-being of the St. Louis region and to connect and unify the streetscapes, roadways and landscapes of the Jefferson National Expansion Memorial Park and adjacent portions of Downtown, the Mississippi River and the riverfront of the State of Illinois facing the Gateway Arch.

G. The CENTRAL RIVERFRONT PROJECT SITE consists of a public street owned and operated by the CITY known as "Leonor K. Sullivan Boulevard" and the immediate surrounding real estate. A description and map of the CENTRAL RIVERFRONT PROJECT SITE is attached hereto as **Exhibit A**.

H. The RIVERFRONT DISTRICT PROJECT SITE consists of several parcels of real estate adjacent to and generally north of the ARCH GROUNDS. A description and map of the RIVERFRONT PROJECT SITE is attached hereto as **Exhibit B**.

I. The DISTRICT, the CITY, the PORT AUTHORITY and CITY ARCH RIVER 2015 FOUNDATION wish to engage in comprehensive and coordinated development of both PROJECT SITES to include the following improvements:

PHASE I: construction of a raised and expanded roadway providing improved traffic flow and enhanced pedestrian

amenities for bicyclists and pedestrians on Leonor K. Sullivan Boulevard between Chouteau Avenue to the south and Biddle Street to the north for the purpose of connecting the Confluence, Mississippi River and Chouteau Greenways; and

PHASE II: a comprehensive and collaborative redevelopment strategy to acquire and develop additional green space adjacent to Leonor K. Sullivan Blvd. and spur economic development in three distinct portions of the area; 1. Laclede's Landing; 2. Pinnacle Entertainment; 3. The Industrial Lands North of Biddle Street; and 4. The Riverfront Trail and trailhead at Biddle Street.

J. These parties envision a comprehensive set of agreements and ordinances which will establish a partnership with defined powers concerning developments herein specified to operate and maintain an area to include, but not be limited to, the CENTRAL RIVERFRONT PROJECT SITE and the RIVERFRONT DISTRICT SITE. Said agreements will be fully executed before implementations of projects requiring financial commitments from the DISTRICT beyond those set forth in this AGREEMENT.

K. The PORT AUTHORITY and the City of St. Louis will agree to allow development of Phase I which is currently under its jurisdiction. However, the parties agree that Phase I construction shall not commence unless an operation and maintenance agreement is approved by the District's Board of Directors, CAR's Board of Directors and the City's Board of Aldermen.

L. A portion of the CITYARCHRIVER PROJECT AREA consists of City owned and operated public streets and parcels of real estate immediately west of the ARCH GROUNDS located within downtown St. Louis. The City and the PORT AUTHORITY, to the extent that this portion of the CITYARCHRIVERPROJECT AREA lies within the PORT AUTHORITY'S jurisdiction, will agree to allow improvements to said land by the DISTRICT and CAR. All plans and specifications for the proposed improvements shall be approved by the City's Board of Public Service prior to the commencement of construction.

M. To the extent permitted by law, the CITY will accept certain parcels of real estate and, through appropriate ordinances, designate such real estate as public open space in perpetuity subject to appropriate agreements among the parties hereto regarding ownership, control, operation and maintenance.

N. On October 11, 2011 the DISTRICT's Board of Directors adopted Resolution No. 2011.59 and Resolution 2011.60 approving the DISTRICT's commencement of design of Phase I and approving the deadline of June 30, 2012 for execution of this AGREEMENT. Said deadline has been extended by mutual consent to November 13, 2012.

O. On December 27, 2011, the DISTRICT and CITY ARCH RIVER 2015 FOUNDATION entered into a DESIGN AGREEMENT for schematic design of Phase I of the PROJECT as well as an AGREEMENT with David Mason & Associates for survey and preliminary engineering of Phase I of the PROJECT.

P. This AGREEMENT describes PROJECT funding details, operations and maintenance provisions, transportation improvements and sources of revenue from public and private entities involved with Phase I of the PROJECT and describes the intent and obligations of the parties hereto with regard to Phase II of the PROJECT.

Q. In the event the parties, for any reason, are unable to meet the timelines or agreed benchmarks set forth in this AGREEMENT, the DISTRICT may elect to withdraw from the AGREEMENT without further obligation or liability. Notwithstanding any language to the contrary, should the DISTRICT commence construction on any phase of the PROJECTS provided for in this AGREEMENT, and then elect to withdraw from this AGREEMENT, the DISTRICT shall be obligated, at the option of the City, to return all City property, including but not limited to right-of-ways and real estate, which was altered by way of said construction, to a condition that is deemed satisfactory as determined solely by the City without expense to the City or Port Authority.

AGREEMENT

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

ARTICLE 1. DEFINITIONS

Section 1.1 Terms Used Herein. As used in this AGREEMENT, the following words and terms shall have the following meanings:

“**AGREEMENT**” means this COOPERATION AGREEMENT.

“**ARCH**” or “**ARCH GROUNDS**” means the Jefferson National Expansion Memorial as defined by the National Park Service, U.S. Department of Interior.

“**BENCHMARKS**” means the dates upon which those elements of a PROJECT will be complete and/or require funding and which dates must be met in order for the DISTRICT to continue its obligation under this AGREEMENT. The BENCHMARKS are described in **Exhibit C**.

“**CITY ARCH RIVER**” or “**CAR**” means the City Arch River 2015 Foundation, a pro-forma decree corporation, organized in the Circuit Court of the City of St. Louis and existing pursuant to the laws of the State of Missouri.

“**CITY**” means the City of St. Louis, Missouri, a political subdivision of the State of Missouri existing pursuant to the laws of the State.

“**CITYARCHRIVER PROJECT AREA**” means the area described in **Exhibit F** which is attached hereto and made a part hereof.

“**CENTRAL RIVERFRONT PROJECT SITE**” means the area described in **Exhibit A** which is attached hereto and made a part hereof.

“**COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT**” or “**CCIPA**” means a document setting forth a comprehensive capital improvements program agreement in the event that an additional sales tax is authorized by the voters of at least two of the jurisdictions composing the DISTRICT pursuant to Section 67.1715-2 of the Revised Statutes of Missouri. The COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT shall use the same format as the DISTRICT’S annual capital budget plan and will be updated as necessary with a capital budget document approved by the DISTRICT’S Board of Directors.

“**CONTRACTOR**” means any contractor or contractors hired to work on construction or development of a PROJECT.

“**CONSTRUCTION PLANS**” means the plans, drawings specifications and related documents, and construction schedules for the construction of the PROJECT which shall be prepared by consultants contracted by the DISTRICT, substantially as set forth in the Site Plan and Concept Drawings, together with all supplements, amendments or corrections thereto.

“**DESIGN AGREEMENTS**” means the Agreements executed by the DISTRICT and CAR dated December 27, 2011, engaging MVVA for preliminary design services and the Agreement executed by the DISTRICT engaging David Mason & Associates for survey and engineering services.

“**DISTRICT**” means the Metropolitan Park and Recreation District, a body corporate and a political subdivision of the State of Missouri, organized and existing pursuant to Section 67.1700, et seq. and doing business as the Great Rivers Greenway District.

“**GOVERNMENTAL APPROVALS**” means all licensing, plat approvals, rezoning or other zoning changes, site plan approvals, site approvals, building and use permits, variances or other regulatory, subdivision, zoning or similar approvals required for the implementation of the Project.

“**MVVA**” means Michael Van Valkenburgh Associates.

“**MASON**” means David Mason & Associates.

“**PHASE I**” means any work contracted, performed or anticipated on the CENTRAL RIVERFRONT PROJECT SITE.

“**PHASE II**” means any work contracted, performed or anticipated on the RIVERFRONT DISTRICT PROJECT SITE.

“**PORT AUTHORITY**” means the Port Authority of the City of St. Louis, a political subdivision of the State of Missouri created by the City of St. Louis pursuant to enabling legislation contained in Chapter 68 of the Missouri Revised Statutes.

“**PROJECT BUDGET**” shall mean the total expenditures contemplated by this AGREEMENT as set forth in **Exhibit D** of this AGREEMENT which is attached hereto and made a part hereof.

“**PROJECT TEAM**” shall mean the team comprising one member from each party to this AGREEMENT, said team being responsible for the day-to-day decisions regarding the PROJECT.

“**RIVERFRONT DISTRICT PROJECT SITE**” means the area described in **Exhibit B** which is attached hereto and made a part hereof.

“**STATE**” means the State of Missouri.

“**TRANSRIVER AUTHORITY**” or “**TRA**” means the TransRiver Authority, a Chapter 355 not-for-profit corporation organized under the laws of the State of Missouri and affiliated with CAR providing construction oversight for CAR.

Section 1.2 Interpretation of Terms. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this AGREEMENT to designated “Articles,” “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 1.3 Incorporation Herein. All of the above Definitions and foregoing Recitals are incorporated into and made a part of this AGREEMENT.

ARTICLE 2. PHASE I DESCRIBED

Section 2.1 Description of Tasks. Phase I involves the design, construction, operation and maintenance of a new open and public roadway and a vibrant and active public space on the current site of Leonor K. Sullivan Boulevard which will elevate the current street level and provide for special events, a public promenade and gathering space for enjoying the Mississippi River and the outdoors and which will improve the flow of vehicular traffic and facilitate walking, hiking and cycling access to the ARCH GROUNDS. **Exhibit A** describes the tasks in preliminary detail.

Section 2.2 Additional Improvements to the ARCH. Phase I of the CENTRAL RIVERFRONT PROJECT is the first phase of an anticipated cooperative development encompassing the ARCH and surrounding areas which will connect and unify the streetscapes, roadway and landscape of the Jefferson National Expansion Memorial Park and the Great Rivers Greenway regional system of parks, trails and open space and adjacent portions of downtown St. Louis, the Mississippi River and the riverfront of the State of Illinois facing the ARCH.

Section 2.3 Contemplated Agreements Regarding Phase I.

The parties hereto, together with other parties who may be necessary or helpful in the accomplishment of the goals set forth in Article 2.2 contemplate further agreements for development which will allow ongoing cooperative activity and ensure sound and sustainable operations and maintenance practices as a single public space. Such agreements (including the RIVERFRONT DISTRICT PROJECT SITE PHASE II) will be negotiated by the parties as circumstances require.

ARTICLE 3. PHASE II DESCRIBED

Section 3.1 Description of Tasks. Phase II involves a comprehensive and collaborative redevelopment strategy to acquire and develop additional green space and other property adjacent to Leonor K. Sullivan Boulevard to spur economic development in four distinct zones. Those zones are:

1. Laclede’s Landing
2. Pinnacle Entertainment

3. Industrial area north of Biddle Street
4. The Riverfront Trail and trailhead at Biddle Street

Section 3.2 Acquisitions. Completion of Phase II will require acquisition of real estate through fee, right of way or license to various parcels within the RIVERFRONT DISTRICT PROJECT SITE necessary to complete Phase II. The parties hereto agree to cooperate in obtaining the property necessary for the execution of Phase II and that the acquired property shall to the extent permitted by law be titled to Great Rivers Greenway District to remain in perpetuity for use as parks and trails.

Section 3.3 Phase II Agreements. The parties hereto will execute a comprehensive development agreement for the development of the RIVERFRONT DISTRICT including provisions for acquisition of property, design, construction, operation and maintenance. Such agreements will be prepared and executed when funds become available and may include additional parties deemed necessary for the successful completion and operation of Phase II.

ARTICLE 4. DESIGN AND CONSTRUCTION OF PHASE I

Section 4.1 Preliminary Design. The DISTRICT and CAR have entered into DESIGN AGREEMENTS dated December 27, 2011. Pursuant to such Agreements, the parties have engaged Michael Van Valkenburgh Associates, Inc. ("MVVA") and David Mason & Associates ("MASON") to provide engineering and design services for the CENTRAL RIVERFRONT PROJECT SITE. The deliverables defined in the DESIGN AGREEMENTS are set forth in **Exhibit E**. All design, survey, and deliverables produced by MVVA and MASON are incorporated herein by reference and are made a part of this agreement and the obligations contained herein.

Section 4.2 Intermediate Design. As of the date of this AGREEMENT, additional engineering and design services will be required to move the CENTRAL RIVERFRONT PROJECT SITE to a point where additional approvals can be obtained. The DISTRICT agrees to contribute and pay to CAR an additional sum not to exceed seventy-five thousand dollars (\$75,000.00) to pay the cost of additional services by MVVA. The DISTRICT further agrees to authorize and pay to MASON an additional sum not to exceed fifty thousand dollars (\$50,000.00) to coordinate these additional engineering and design services. The sums described in this paragraph represent the total commitment of the DISTRICT for engineering and design services or tasks until the CITY and the PORT AUTHORITY grant formal approval to a comprehensive cooperation agreement encompassing the CENTRAL RIVERFRONT PROJECT SITE and the RIVERFRONT DISTRICT PROJECT SITE to the satisfaction of the DISTRICT.

Section 4.3 Design Enhancements. In the event the Preliminary Design prepared by MVVA and MASON shall be deemed by the DISTRICT to be insufficient or the DISTRICT shall determine it wishes to enhance the preliminary design to include additional features or amenities, the DISTRICT, at its own expense, may commission MVVA and MASON to prepare an enhanced design incorporating the additional features or amenities and, in the event any other party shall desire additional engineering and design enhancements, that party may, at its own expense, request the same upon approval of the DISTRICT and CAR. Any enhanced design plans or specifications shall be submitted to the City's Board of Public Service for approval.

Section 4.4 Final Design. The final engineering and design criteria shall be agreed among the parties to this AGREEMENT. Construction shall not begin until such final engineering and design specifications are approved in writing by the funding parties, the City's Board of Public Service and TransRiver Authority.

Section 4.5 Financial Commitments of the DISTRICT and CAR. The DISTRICT will commit the sum of \$14,397,000 and CAR will commit the remainder of the funds necessary for the completion of PHASE I tasks. Said amounts are not required to be from any particular source and may be contributed by outside entities, but the DISTRICT and CAR remain responsible for each of their respective commitments. **Exhibit D** sets forth the PHASE I budget upon which these commitments are based. Regardless of any increase in the budget for PHASE I, the commitment of the DISTRICT will not be increased without a separate written agreement stating specific purposes and amounts in excess of those described in Exhibit D.

Section 4.6 Responsibility for Expenditures.

Except for the DISTRICT commitment set forth in Section 4.5, all other funds required by the PROJECT BUDGET shall be provided by CAR and other public and private funding sources as outlined in the budget. Said public funds shall be distributed and disbursed as outlined by the statutes and indentures governing the funds. CAR will distribute and disburse all private funds necessary to complete the project. The DISTRICT will administer both public and private funding pursuant to the laws, policies,

bylaws and procedures applicable to the DISTRICT. BENCHMARKS contained in **Exhibit C**, which is attached hereto and made a part hereof, set forth timelines for receipt of funds from CAR or other public sources. Should CAR or other public sources fail to meet any of the funding deadlines, the DISTRICT may, at its sole option, suspend further expenditures on the PROJECT until said funding deadline is met. As funds are needed to expeditiously complete the work on this PROJECT, the DISTRICT will notify CAR as provided in the BENCHMARKS outlined in **Exhibit C**.

Section 4.7 Procurement of Goods and Services. All contractors participating in the construction of the PROJECT will be selected and contracted in accordance with the Procurement Policy in effect at the DISTRICT and pursuant to the laws applicable thereto. In such selections, the DISTRICT intends to follow all applicable Charter requirements, ordinances, codes, executive orders and rules and regulations of the CITY in the selection of contractors. Additionally, the District agrees to make good faith efforts to meet goals for minority participation, including MBE/WBE/DBE. To the extent required by law, the DISTRICT shall comply with all prevailing wages and living wage requirements.

Section 4.8 Control and Supervision of Work. The DISTRICT will be the primary entity supervising construction on the PROJECT in cooperation with the TransRiver Authority. Each party to this AGREEMENT shall designate, in writing, an individual who will be responsible for day-to-day decisions required on the part of that party. Collectively, these persons shall be known as the

“PROJECT TEAM” which will meet no less than monthly or more frequently as requested by the DISTRICT and TransRiver Authority.

Section 4.9 Performance of Work. To the extent any party hereto exercises control over CONTRACTORS, such party shall require that CONTRACTORS perform all tasks in strict compliance with the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225 and 611 and all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri’s accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or updates to any of these standards in effect at the time of construction. Regarding any property owned, leased, operated or governed by the Missouri Department of Transportation (MoDOT), CONTRACTOR will be required to ensure that all requirements of that agency pertaining to this PROJECT are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri’s accessibility standards or MoDot requirements, whether in accordance with plans or at the discretion of the CONTRACTORS, must be approved in writing by the DISTRICT or its authorized representative before construction or installations by the CONTRACTOR.

ARTICLE 5. IMPLEMENTATION

Section 5.1 Creation of Development Partnership. The parties hereto wish to create a permanent partnership to coordinate and maintain a vibrant and sustainable environment in and around the ARCH GROUNDS, in the area shown in **Exhibit F**, including the areas described herein as the CENTRAL RIVERFRONT PROJECT SITE and the RIVERFRONT DISTRICT PROJECT SITE and such portions of the Arch grounds as shall be designated by the National Park Service. Such partnership will emphasize the national historic importance of the ARCH, the Eads Bridge and related amenities and will enable greater public use and enjoyment of the areas within its boundaries. Among other functions, the partnership will serve as a vehicle for implementation of the COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT required by Section 67.1715-2 of the Revised Statutes of Missouri and to provide for operations and maintenance within its boundaries.

Section 5.2 Additional Funding. Together with the parties hereto, the development partnership will seek to create permanent funding sources to operate and maintain improvements within its boundaries and will explore various types of public and private activities and support for such purposes.

Section 5.3 District Activities Within the Partnership. Except for the cooperation by the DISTRICT in the completion of improvements provided in this AGREEMENT and in similar agreements for the future enhancements of the CENTRAL RIVERFRONT PROJECT SITE, the function of the DISTRICT relating to development of park and trail projects within the partnership’s boundaries will be similar to the functions currently performed by the DISTRICT in other areas of its jurisdiction. Section 5.4 Governance to be Determined. The parties hereto agree to negotiate a workable method of governing the activities of the development partnership to be created hereunder and to allocate duties and responsibilities of each party regarding participation in the development partnership.

**ARTICLE 6.
ADDITIONAL AGREEMENTS**

Section 6.1 Rights of the DISTRICT. Completion of PHASE I of this AGREEMENT will depend upon receipt of necessary funds to pay contractors and other necessary expenses. **Exhibit C** lists BENCHMARKS for receipt of funds. Should these funds not be available when required per **Exhibit C**, the DISTRICT, at its option, may (a) suspend work on PHASE I, (b) terminate this AGREEMENT or (c) proceed with the work on PHASE I. In the event the DISTRICT exercises its option to terminate this AGREEMENT subsequent to the commencement of construction, the DISTRICT, at the option of the City, shall be obligated to return all City property, including but not limited to right-of-ways and real estate, which was altered by way of said construction, to a condition that is deemed satisfactory as determined solely by the City without expense to the City or Port Authority.

Section 6.2 Operation and Maintenance. The CITY, Port Authority, the District and CAR agree that they will develop a workable and sustainable plan for operation and maintenance utilizing the development partnership of the PHASE I improvements acceptable to the DISTRICT no later than April 30, 2013. The parties agree that construction shall not commence on any phase of the PROJECTS provided for in this AGREEMENT until an operation and maintenance agreement is approved by the District's Board of Directors, CAR's Board of Directors, the PORT AUTHORITY, the City's Board of Public Service and the City's Board of Aldermen.

Section 6.3 COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM AGREEMENT. The parties hereto will develop a COMPREHENSIVE CAPITAL IMPROVEMENTS PROGRAM as contemplated by Section 67.1742 (2) of the Revised Statutes of Missouri. The right to terminate this AGREEMENT shall remain in effect until a satisfactory CCIPA is reached and approved by the Districts Board of Directors. Notwithstanding any language to the contrary, should the DISTRICT commence construction on any phase of the PROJECTS provided for in this AGREEMENT, and then elect to withdraw from this AGREEMENT, the DISTRICT shall be obligated, at the option of the City, to return all City property, including but not limited to right-of-ways and real estate, which was altered by way of said construction, to a condition that is deemed satisfactory as determined solely by the City without expense to the City or Port Authority.

**ARTICLE 7.
FUNDRAISING**

Section 7.1 CAR Principally Responsible. The parties hereto acknowledge the need for additional funding for PHASE I and for the continuing relationships among the parties contemplated by the additional agreements described in this AGREEMENT. The primary entity to plan and execute fundraising activities shall be CAR or such entity as CAR may create or designate as responsible for these activities.

Section 7.2 Cooperation. Both before and after the execution of said additional agreements, the parties hereto agree to cooperate and collaborate in seeking federal, regional, local state and private funds. Said cooperation shall include, but not be limited to, providing information and data to be utilized in the preparation of grant applications, executing all necessary documents required by government agencies or private donors and providing support in the form of letters or testimony as required.

**ARTICLE 8.
ASSIGNMENT OF RIGHTS OR DUTIES**

Section 8.1 Assignment generally. With respect to the rights, duties and obligations of the parties hereto regarding the PROJECT, no assignment shall be permitted unless specifically agreed to in writing by all parties.

Section 8.2 Effect of Subsequent Agreements. With respect to the rights, duties and obligations of the parties hereto concerning their future relationship among them (including agreements which may include additional parties), the execution of binding written agreements (signed by the parties hereto) as contemplated by this AGREEMENT, will supersede this AGREEMENT with respect to the subject matter thereof.

**ARTICLE 9.
PUBLICITY AND CONFIDENTIALITY**

Section 9.1 Confidential Information. To the extent that all or any of the parties hereto are governed by the terms of The Missouri Open Meetings Law (Section 610.010, et seq., RSMo.), these parties agree to observe the requirements that certain

documents will be open to the public. To the extent that Section 610.021, RSMo. authorizes certain “meetings, records and votes” to be closed, the parties further agree that matters authorized to be closed to the public will to the extent permitted by law remain closed unless all parties hereto agree to its release.

Section 9.2 Publicity. When any party to this AGREEMENT shall prepare and disseminate any press release relating to the Central Riverfront PROJECT described herein, unless otherwise agreed, it shall contain the information that the CENTRAL RIVERFRONT PROJECT is funded in part by the GREAT RIVERS GREENWAY DISTRICT and CAR

Section 9.3 Signage. The DISTRICT agrees to coordinate wayfinding signage with the CITY, CAR and other partnerships involved in preparing wayfinding signage. CAR and the CITY understand that interpretive and greenway signage will be incorporated into the CENTRAL RIVERFRONT PROJECT for the benefit of visitors and users as part of a designated greenway. The District shall comply with all applicable City requirements as they pertain to signage.

Section 9.4 Donor Recognition. CAR, the DISTRICT and the CITY agree to coordinate preparation and installation of donor recognition signage to recognize philanthropic donations which help pay for improvements within the CITY ARCH RIVER PROJECT AREA. The DISTRICT and CAR shall comply with all applicable City requirements as they pertain to signage.

**ARTICLE 10.
NOTICE**

Section 10.1 Notice. All notices required or permitted under this CONTRACT shall be deemed served when received by personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid, at the following address:

Great Rivers Greenway District
6174 A Delmar Blvd.
St. Louis, MO 63112
ATTN: Executive Director

City Arch River 2015 Foundation
One Memorial Drive
Suite 700
St. Louis, MO 63102
ATTN: Executive Director

City of St. Louis, Missouri
1200 Market Street
St. Louis, MO 63103
ATTN:

Port Authority of the City of St. Louis
1520 Market Street
Suite 2000
St. Louis, MO 63103
ATTN: Nick Nichols

City of St. Louis Board of Public Service
1200 Market Street
Room 301
St. Louis, MO 63103
ATTN: President of the Board of Public Service

**ARTICLE 11.
CONTROLLING LAW**

Section 11.1 Controlling Law. This CONTRACT shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be brought in the City of St. Louis or the United States District Court for the Eastern District of Missouri.

WHEREAS, the parties hereto have affixed their hands and seals the day and date first above written, and they hereby attest that the execution of this document is the official act of their respective entities.

CITY ARCH RIVER 2015 FOUNDATION

METROPOLITAN PARK AND
RECREATION DISTRICT d/b/a
THE GREAT RIVERS GREENWAY

By _____

By _____

CITY OF ST. LOUIS, MISSOURI

PORT AUTHORITY OF ST. LOUIS, MISSOURI

By _____
Mayor

By _____

CITY OF ST. LOUIS BOARD OF PUBLIC SERVICE

By _____
Comptroller

By _____

ATTEST:

By _____
City Register

APPROVED AS TO FORM, ONLY:

By _____
City Counselor

EXHIBIT A

Description of Central Riverfront Project:

I. Geographic Location:

- a. County: City of St. Louis
- b. Length of project: 1.6 miles
- c. Project Limits: From Biddle Street on the north to Chouteau Ave. on the south, raise Leonor K. Sullivan by 2-3.5 feet and decrease flood occurrences by 60 to 70 percent annually. Also, construct a fully multi-modal and reliable transportation corridor to the Riverfront, improving accessibility and usefulness to operations and businesses moored in this location.

II. Project Narrative:

This project creates a year round connection and usable corridor along Leonor K. Sullivan and the St. Louis Central Riverfront. The essential elements of the construction project are raising Leonor K. Sullivan 2-3.5 feet and constructing a fully multi-modal transportation corridor. The total cost of the project is estimated to be \$25,072,000 to \$33,400,000, with funds coming from The Great Rivers Greenway (\$10,720,000), Federal Transit Administration (\$700,000), Department of Interior (\$2,947,000) and private contributions (Project Gap Financing). Two federal grants to the Department of Transportation are pending and could assist in funding the construction of this project.

The project is being proposed by the Great Rivers Greenway District, a public agency supported by a dedicated sales tax with a mission of creating a regional system of parks, trails and open space. The Great Rivers Greenway District collects 1/10 of a cent of sales tax in three counties and raises approximately \$10,000,000 per year for regional greenway projects. The commitment to the Leonor K. Sullivan project is approximately one year’s full allocation of sales tax, which represents a large commitment by the District, but one that is vital to the regional greenway system.

The intent of the Leonor K. Sullivan project is to create connectivity for all modes of traffic, both vehicular and pedestrian, along Leonor K. Sullivan and increase the usability of the street as a greenway connection along the Mississippi River Greenway. The construction of this project would also provide more reliable accessibility for the business along the Riverfront and all types of vehicles that need access for the Jefferson National Expansion Memorial (the “Archgrounds”). The project would closely coordinate both aesthetically and logistically with the City+Arch+River Design competition, which is currently underway with the National Park Service at the Jefferson National Expansion Memorial. The connection of the Leonor K. Sullivan to such an important publicly held park would have a very positive impact both for visitors and businesses who value the National Park experience.

III. General Information

Through the design competition process (for more, see: www.cityarchrivercompetition.org), the NPS and CAR2015 engaged a team led by Michael Van Valkenburgh Associates (MVVA) to provide design services for improvements to the JNEM and contiguous transportation, riverfront and urban fabric projects contained within the CAR2015 goals. Critical components of the project are; a pedestrian link over I-70, replacement of the bridges, roadways and ramps that are necessary due to the pedestrian link, upgrade of the City of St. Louis street grid that feeds into the JNEM and the transportation loop that services both downtown St. Louis and the Archgrounds. The design and implementation of the overall CAR2015 project will achieve two interrelated goals: mitigate the obstacles between downtown and JNEM and improve accessibility between the Arch and the Mississippi River while creating more incentives for visitors to make repeat visits. The CAR2015 project received a \$20 million allocation from the TIGER III process for the Park over the Highway (aka The Lid).

The project geography is adjacent to the Mississippi River on the east and the Jefferson National Expansion Memorial (the "Archgrounds") on the west. The enhanced and reconstructed corridor would provide for every practical mode of transportation to be accommodated, i.e. pedestrians of all abilities, bicyclists, cars, buses and trams. Leonor K. Sullivan is an important transportation corridor for downtown and for the Archgrounds experience and is heavily trafficked by tourists and local travelers. It is the most direct experience of the Mississippi River in downtown St. Louis and provides some of the most iconic views of the river in the City of St. Louis.

Beyond accommodation, the project will create an attractive and organized connection to the Mississippi River and a major National Park, which are the defining features of the City of St. Louis and the Region. The reconstruction will also dovetail with METRO's currently funded Transit in Parks Program project along Leonor K. Sullivan, which is \$1,000,000 for placing new signs, pole banners, trestle painting, and flood wall graphics as well as the reconstruction of Leonor K. Sullivan north of Eads Bridge to the Biddle Street parking lot. METRO's funded project is focused on the north portion of the project geography. METRO's project and Great Rivers Greenway proposed project will meet at the Eads Bridge and create a seamless, multi-modal corridor for people traveling along Leonor K. Sullivan to the North Riverfront Trail and all points north along the Mississippi River.

A few of the significant attractions the proposed project will connect on the Mississippi River and along the North Riverfront Trail are the McKinley Bridge Bikeway, the Mary Meachum Freedom Crossing, and the Old Chain of Rocks Bridge. Moving east of the project geography along the Eads Bridge, an entire system of parks and trails exist in Madison and St. Clair counties in Illinois.

On the south side of the project geography, the project will end at Chouteau Ave., but will provide a connection to the Mississippi River Greenway and the Chouteau

Greenway. Both of these greenway connections are current projects of GRG's and will connect both south and west of the Archgrounds along the Mississippi River and the historic Chouteau Ave. Both connections are vital for full utilization of the river as a regional asset for tourism, commerce and industry.

City Arch River 2015 Foundation has worked with NPS, the City of St. Louis, MoDOT and the US Army Corps of Engineers as well as local partners including METRO, East West Gateway, Great Rivers Greenway, and the Gateway Mall Conservancy, uniting efforts to transform the relationship between the Memorial and downtown St. Louis, of which Leonor K. Sullivan reconstruction is a key part.

Other pedestrian and bicycle paths associated with CAR2015 project will connect to a multimodal circulation network that integrates the JNEM grounds and the city. This connection will increase the alternative transportation methods available for visiting the JNEM grounds. Proposed interpretive signage will inform and guide visitors in their experience of the JNEM grounds. Proposed signage identifying parking, drop-off and circulation routes within the project area will improve traffic flow and safety for pedestrians, bicycles and vehicles.

The overall City Arch River 2015 project is estimated to cost \$577 million. CAR2015 is projected to begin construction in early 2013 and be implemented by October 28, 2015. The cumulative impact of these improvements will increase visits to the JNEM and downtown St Louis and in the process stimulate economic recovery for the region and invigorate the National Park and reestablish its relevance.

IV. Safety

The improvements proposed by the CityArchRiver Bi-State Transportation Loop will address a range of vehicular, pedestrian, and bicycle safety issues. Traffic calming measures proposed along LKS, including a slightly elevated “table top” at the base of the Arch Grounds steps and designated bus drop off zones, will create better opportunities for safely accommodating visitor arrival and gathering spaces while reducing vehicular-pedestrian circulation. The existing LKS and Front Street right of ways do not adequately provide safe vehicle-bicycle separation. Improvements in bike route delineation at both locations will separate vehicle and bicycle traffic.

V. State of Good Repair

Taken as a whole, the inefficiencies of the existing traffic network have the effect of limiting the economic vitality of the region. The reconfigured network will improve mobility and efficiency for visitors and residents and by providing a more even distribution of traffic across the network the project will reduce concentrated wear and tear on roadway surfaces. Raising the elevation of LKS will provide a new roadway that is less costly for the City to maintain and one that is less prone to annual flood damage. Additionally, the improved LKS Boulevard will provide greatly improved infrastructure with greater reliability for year-round, long term, access and support of Riverfront businesses. Front Street roadway improvements will address long-neglected maintenance of the roadway surface and right-of-way, returning them to a state of good repair.

VI. Livability

The Central Riverfront Project will improve multi-modal access for communities on both the Missouri and Illinois banks of the Mississippi River. As a multijurisdictional, multi-sponsor project it includes livability initiatives that will benefit every part of the St. Louis region, and will demonstrate that action undertaken by government agencies at all levels, private and non-profit sectors can help build greater value into interaction between various members of the community. Multiple aspects of the scheme will contribute to the improved reliability, safety, and convenience of multi-modal access to the Downtown Core, the Old Courthouse, the Convention Center, the sports stadiums, the MetroLink Light Rail System, the JNEM, the historic Laclede’s Landing Entertainment District, East St. Louis Businesses, and Malcolm W. Martin Memorial Park by providing a new land bridge, highway ramps, bikeways and year-round use of Leonor K Sullivan Boulevard. The growing number of residents in Downtown St. Louis will be better able to take advantage of proximity to local and regional destinations through improved access to a bi-state transportation loop for motorists, transit riders, pedestrians and bicyclists brought about by the project. The economically depressed neighborhood on the North Riverfront, and the City of St. Louis, will be given greater opportunity to prosper through the elevation of LKS roadbed above seasonal flooding, and reducing the \$200,000+ average street cleaning and repair expenditure attributed to flooding in this area. The integration of LKS into the growing regional bike trail networks on both sides of the Mississippi River will further fortify the social vitality of the riverfront. The project as a whole will increase the direct use value tourists and other visitors place on the Jefferson National Expansion Memorial, and the St. Louis Mississippi Riverfront, by converting paved areas to green space and dramatically expanding program opportunities and safe connections.

Exhibit B
Description of Phase II: Riverfront District Project Site

The project site described in the document, “Phase II: Reimagining a Riverfront District”, is a geographical area that is bounded by Leonor K. Sullivan to the east, western boundaries of publicly owned parcels adjacent to Leonor K. Sullivan, Washington Avenue to the south and the new Mississippi River Bridge project to the north.

The potential redevelopment area is being called the “Riverfront District” for purposes of the plan. The plan document describes a comprehensive redevelopment strategy to acquire and develop additional green space adjacent to Leonor K. Sullivan Blvd. and spur economic development in three distinct portions of the area; 1. Laclede’s Landing, 2. Pinnacle Entertainment; and 3. The Industrial Lands North of Biddle Street.

Exhibit D

Central Riverfront Development Agreement with City+Arch+River

Project Budget (Design and Construction) **\$30,000,000**

Sources:

Great Rivers Greenway District Local Sales Tax Funds from 2011-2016	\$10,750,000.00
National Park Service Federal Earmark	\$2,947,000.00
Bi-State Development Agency (METRO) Federal Transit Administration - Paul S. Sarbanes Transit in Parks	\$700,000.00
Total Public Funds	<u>\$14,397,000.00</u>

PROJECT FUNDING GAP \$15,603,000.00

Total Private Funds Required **\$15,603,000.00**

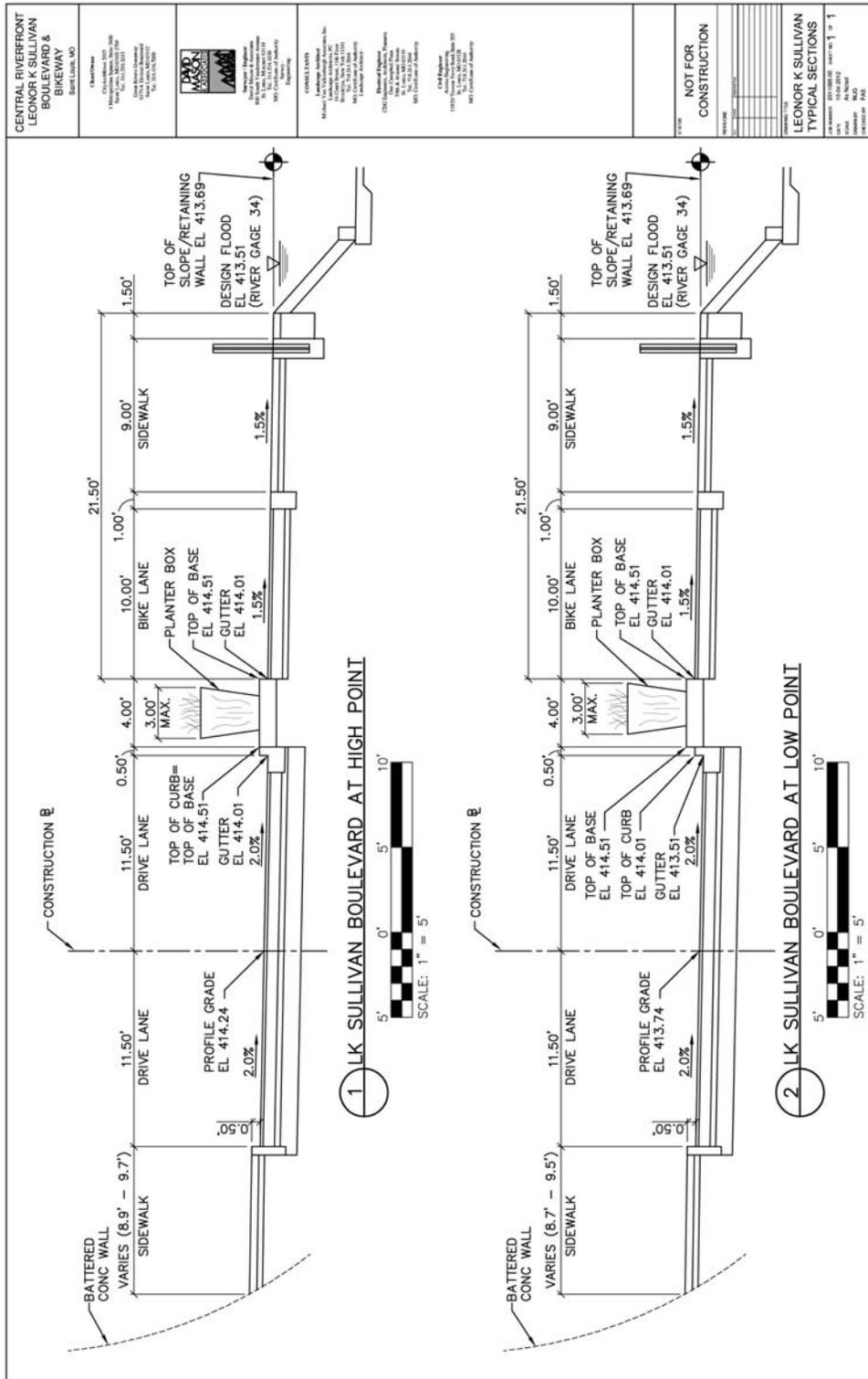
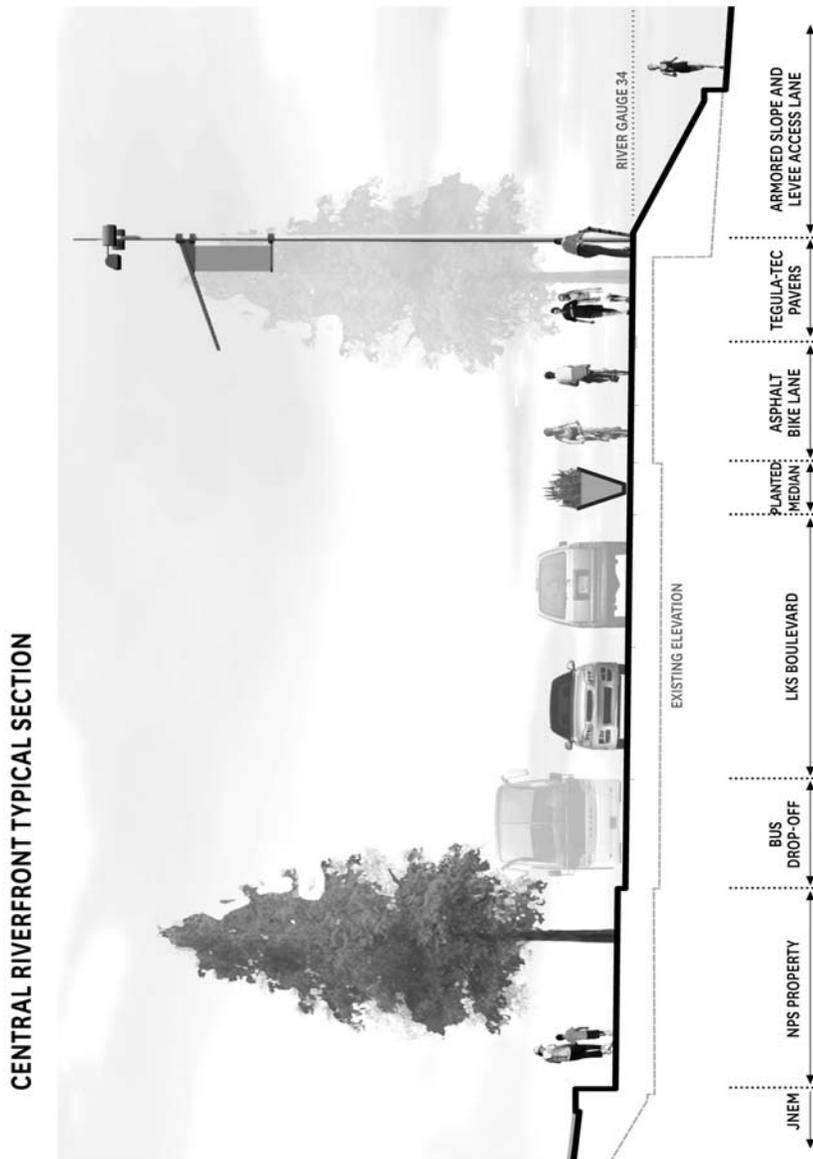


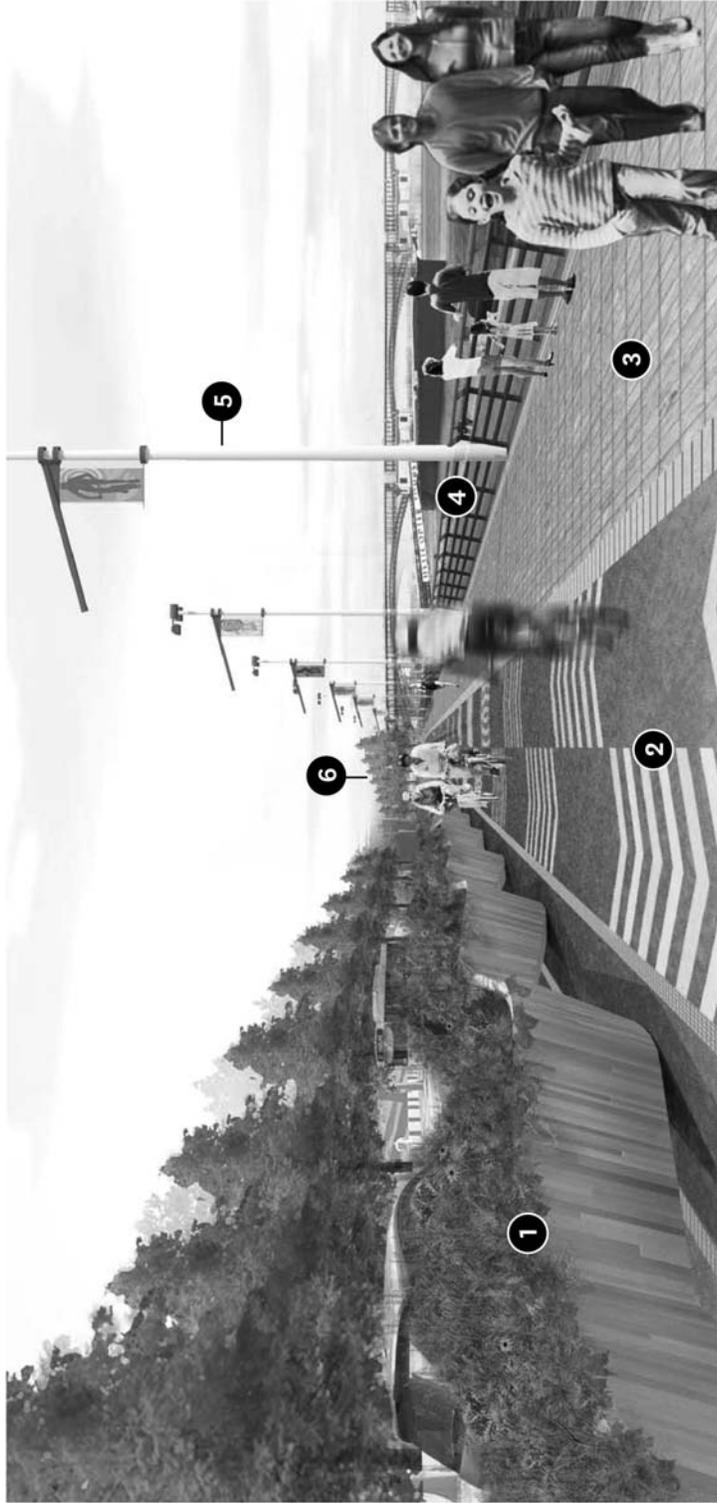
EXHIBIT E

Central Riverfront Pricing Package
Additional Reference Materials to Accompany Site
Materials Drawing Set

Michael Van Valkenburgh Associates, Inc.
June 6 2012



CENTRAL RIVERFRONT SITE ELEMENTS



- 1 Pre-cast Concrete Planters with Planting (L5.14/DT-5)
- 2 Asphalt Bike Lane with Thermoplastic Pavement Markings
- 3 Pedestrian Promenade with Tegula-Tec Concrete Pavers (cut sheet to follow)
- 4 Guard Rail Type A (L5.14/DT-1)
- 5 Light Poles
- 6 Proposed Tree Planting

Central Riverfront Pricing Package — Additional Reference Materials
June 6 2012

For Roads, Industrial Yards, Parking Lots, Driveways

Tegula®-Tec with **horizontal** and **vertical interlock** – hidden below the surface – for **heavy and constant traffic**.



Tegula®-Tec

The ingenious interlocking paving stone system

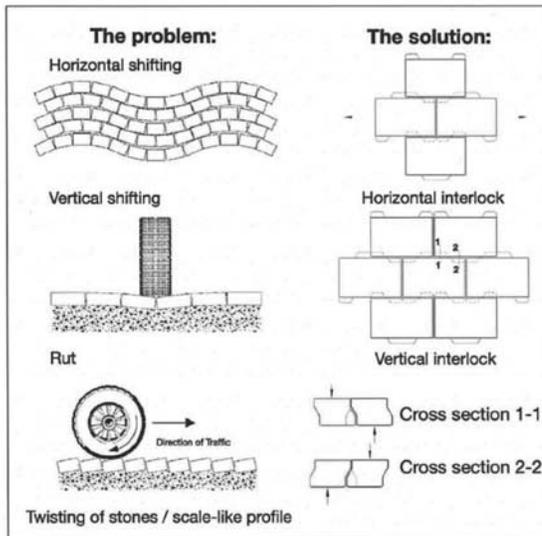


Nostalgic design for heavy traffic

Tegula®-Tec is a structural pavement with a classic rectangular appearance. Beneath the surface, the stones interlock vertically and horizontally through the recesses and protrusions on the stone.

This prevents shifting that can occur from vehicles accelerating and decelerating at intersections.

- Suitable for very high traffic loads
- Reduces or eliminates vertical and horizontal shifting
- Scientifically tested



Composition and Manufacture

Tegula®-Tec is made from a no slump concrete mix, has a compressive strength greater than 8000 psi, maximum water absorption of 5% and will meet or exceed ASTM C-936 and freeze-thaw testing per section 8 of ASTM C-67.

Nominal Dimensions:

- Height/Thickness: 3 9/10" (100mm)
- Length: 8 5/10" (215mm)
- Width: 5 3/10" (135mm)
- Grid size: 8 7/10" x 5 5/10" (220mm x 140mm)
- Weight: approx. 15 lbs. (6.8 kg)

Scientific tests:

Roll test
Pavement performance in the road test machine. Proof of vertical and horizontal interlock performance. Prof. Dr.-Eng. Klaus Krass, Institute for Road Construction, Ruhr-University, Braunschweig, Germany

Spread test
To prove the horizontal interlock performance. Dr.-Eng. Rolf Leutner, University Professor, Technical University Braunschweig

Infiltration measurements
Permeability of surface, joint material 1/3mm
Dr. Sönke Borgwardt
B) Driving diagonally to the joint
TÜV-Automotive (formerly FIGE), Herzogenrath, Germany



Tegula®-Tec

The ingenious interlocking paving stone system

U.S. Patent 6,263,633 B1 Can. Patent Application 2,307,228
Tegula® and  are registered trademarks of SF-Kooperation

EXHIBIT E



Engineering PM/CM
 Architecture Planning
 Surveying Environmental

Memorandum

To: Susan Trautman / Janet Wilding – Great Rivers Greenway District

From: Paul Stayduhar, P.E.

Subject: Leonor K. Sullivan – Roadway Elevations @ Eads Bridge

Date: September 6, 2012

Project: CAR 2015 – Central Riverfront Leonor K Sullivan Blvd. & Bikeway

Copies to: DMA File 2011065-00

Background:

The CAR 2015 Project provides for improvements along The Central Riverfront from Chouteau Avenue to Biddle Street. These improvements will include raising the elevation of Leonor K Sullivan Boulevard (LKS) to reduce the frequency and impact of flooding events from the Mississippi River. A new multi-modal greenway/roadway would be established to provide a critical link to the regional system of bike trails, in this case between bike trails and areas to the north and south of the Jefferson National Expansion Memorial (JNEM) Arch Grounds. The proposed improvements would convert the existing two-lane roadway section with periodic left turn lanes into a narrower, two-lane roadway section with a two-way bike path separated from the vehicle travel lanes.

Existing Conditions & Constraints:

1. Based upon an analysis of historic flood events along the Mississippi River, inundation of LKS occurs at Elevation 410.01* (River Gage 30.5). High frequency, low magnitude flooding along LKS results in closure of the roadway and requires extensive cleanup efforts.
2. When a portion of LKS floods, the entire roadway between Poplar Street and Carr Street is closed in order to protect the public. This adversely affects the visitor connections between the JNEM and the riverfront, and eliminates the bikeway connections to areas north and south of the Central Riverfront.
3. The existing storm drainage system along LKS consists of a curb inlets connected to major storm trunk lines that discharge into the Mississippi River. As river levels rise, a backwater condition develops in the trunk sewers and water levels in the connected systems rise to the elevation of the river. Roadway flooding occurs when the river levels rise to a point where the curb inlets become surcharged and water flows out of the inlets onto the roadway. Roadway inundation also occurs when river levels overtop the existing retaining walls on the levee along the east edge of LKS.

*ALL ELEVATIONS BASED UPON
 PROJECT DATUM (NAVD 1988 DATUM)

4. The existing piers on Eads Bridge consist of limestone with a granite base constructed on deep foundations. Existing conditions are represented in the attached photographs. The height of granite base exposure varies with the profile of the levee, LKS, and Washington Avenue, which runs along the south side of Eads Bridge. Eads Bridge is a registered National Historic Landmark.

Design Scope (Alternative 1 – Raise LKS @ Eads Bridge)

1. Based upon an analysis of historic flood events, it has been determined that raising LKS to a minimum elevation of 413.51 (River Gage 34) would reduce the number of days that require LKS road closures by as much as 60% to 70%.
2. Raising LKS will reduce the frequency and impact of flooding, but will require the placement of fill at the base of the Eads Bridge piers.
3. Placement of fill to Elevation 413.26 (River Gage 33.75) at Eads Bridge will cover a portion of the granite base on the piers near LKS. However, the top course of granite will be fully exposed as indicated in the attached photographs. This condition would be similar (or better) to the existing conditions just west of LKS, where only a portion of the top course of granite is exposed.
4. Placement of fill to Elevation 412.50 (River Gage 32.99) will leave the full top course of granite exposed, plus some exposure of the second course of granite as indicated in the attached photographs. This elevation is based upon an assumed fill limitation of 2-feet from the lowest existing pavement elevation at the piers. This occurs at the northeast corner of the bridge pier in the middle of LKS. This elevation is 1-foot short of the elevation required to reduce flooding by 60%-70%.

Design Scope (Alternative 2 – Protect LKS with higher flood wall@ Eads Bridge):

1. Flooding of LKS can also be prevented by constructing a floodwall between LKS and the cobble levee in the vicinity of Eads Bridge. LKS could remain at its current elevation, and the river levels could be retained by the floodwall. Under this scenario, the existing low point in LKS at Eads Bridge would remain. This low point would require a new roadway drainage system that is isolated from the trunk sewers that discharge into the river, thereby preventing the backwater condition from flooding the roadway.
2. Isolation of the roadway drainage system would require a pump station with wet-wells, backflow protection, and pumps to overcome the static head of rising river levels, while providing for positive drainage of the roadway. Such a pump station would require significant up-front construction cost, and ongoing operation and maintenance costs.

Conclusions:

A Schematic Design for the Central Riverfront – Leonor K Sullivan Boulevard and Bikeway has been developed by David Mason and Associates, Inc., dated June 6, 2012. This design has assumed that LKS can be raised near Eads Bridge. The current design shows LKS being raised to Elevation 414.89 (River Gage 35.38) at Eads Bridge.

1. It is anticipated that the current Schematic Design can be refined to accommodate a maximum Elevation of 413.51 in the vicinity of Eads Bridge, while still providing positive drainage of the roadway. This refinement would achieve the goal of

*ALL ELEVATIONS BASED UPON
PROJECT DATUM (NAVD 1988 DATUM)

reducing critical flood events by 60% to 70%, while reducing the impact on Eads Bridge piers currently shown in the Schematic Design documents. If so directed, the elevation of LKS could be lowered further to the elevations described in Alternative 1 above. This design refinement could take place as a refined Schematic Design process or be part of the Design Development Phase.

2. In the event that placement of fill adjacent to Eads Bridge is not permitted, and the goals and objectives for visitor and bikeway connectivity and flooding reduction remain unchanged, the design team should be tasked with developing a Schematic Design for Alternative 2 to include a pump station as described above.

Respectfully Submitted,
DAVID MASON AND ASSOCIATES, INC.

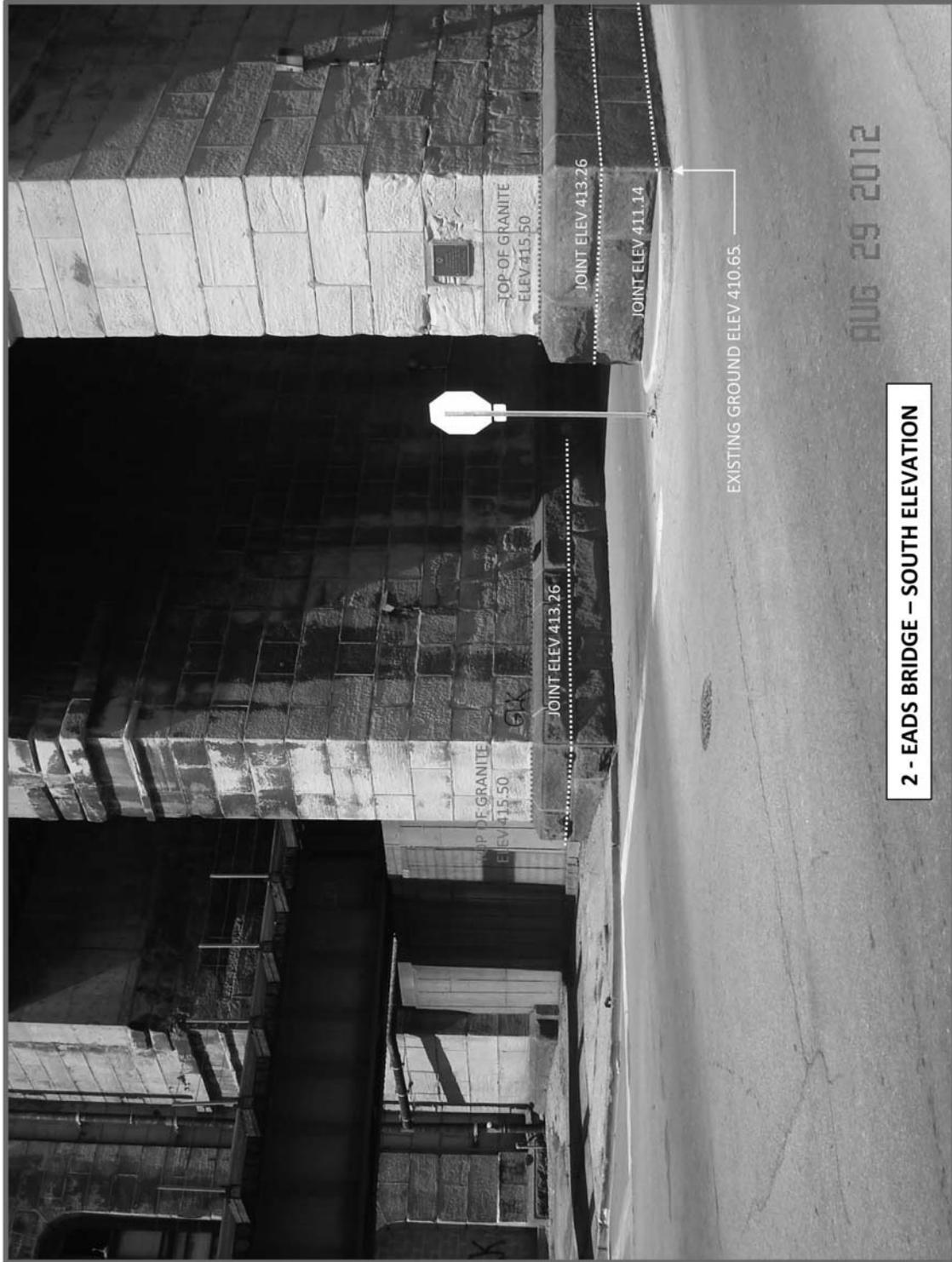


Paul Stayduhar, P.E.

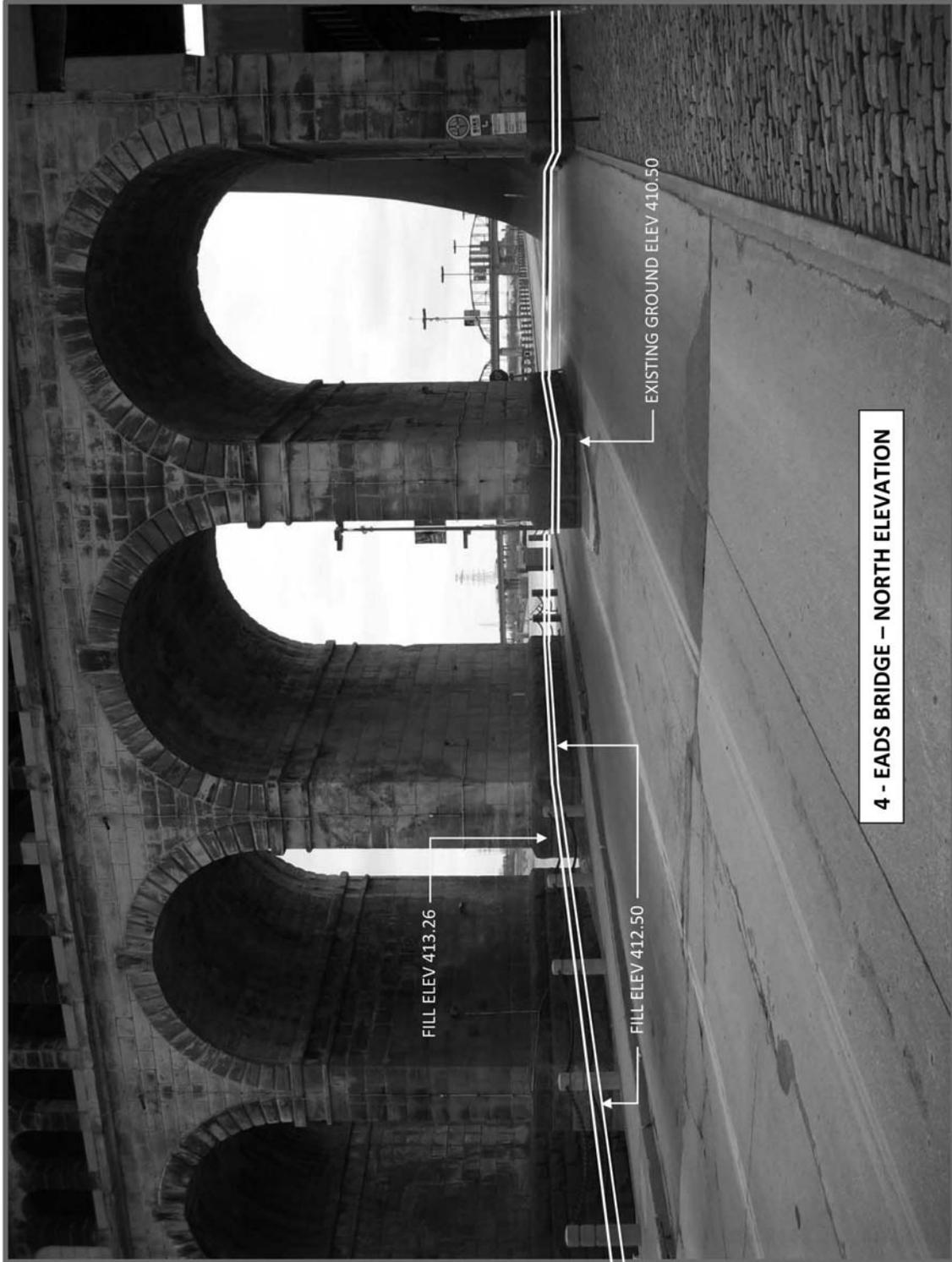
Attachments – Photos 1 thru 5

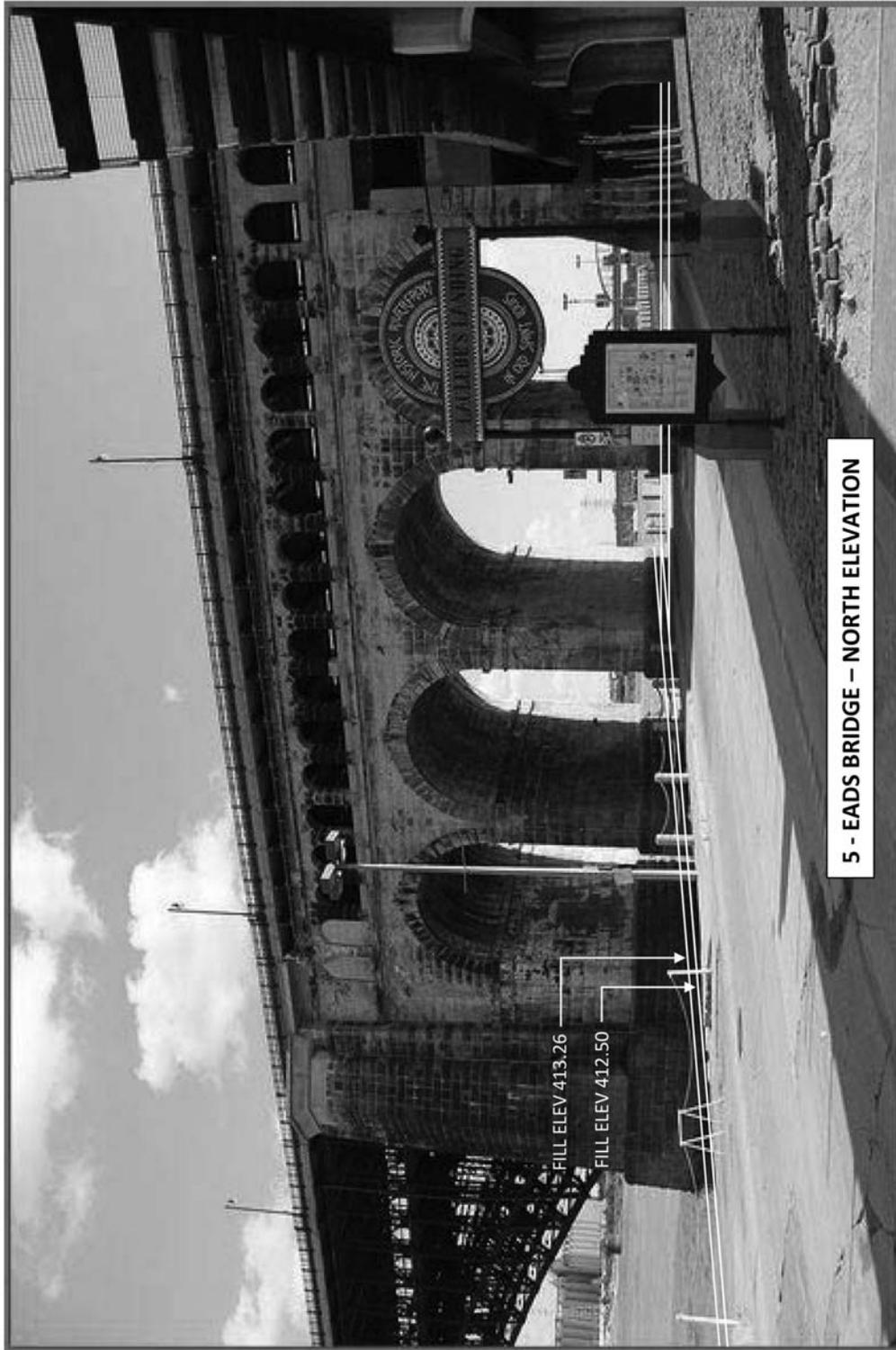
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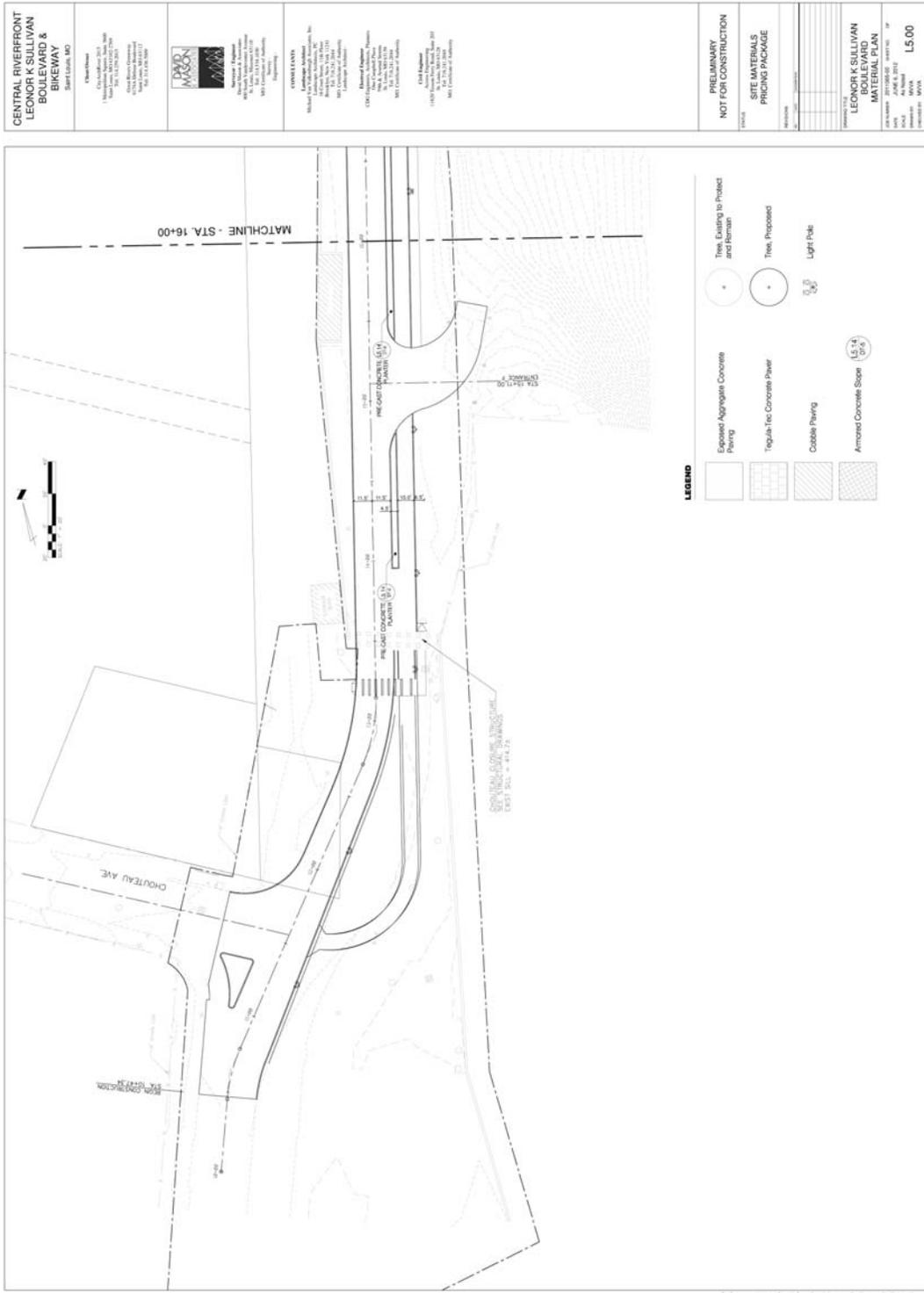














**CENTRAL RIVERFRONT
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY**
Sheet L5.01, MD

Client/Owner
City of Annapolis
1000 North Point Road
Annapolis, MD 21403-2000
Phone: 410.261.2000
Fax: 410.261.2000

DESIGNER
MASON
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Annapolis, MD 21403-2000
Phone: 410.261.2000
Fax: 410.261.2000

CONSULTANTS
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1000 North Point Road
Annapolis, MD 21403-2000
Phone: 410.261.2000
Fax: 410.261.2000

Engineer/Author/Checker
Mason, Inc.
1000 North Point Road
Annapolis, MD 21403-2000
Phone: 410.261.2000
Fax: 410.261.2000

Client Engineer
Mason, Inc.
1000 North Point Road
Annapolis, MD 21403-2000
Phone: 410.261.2000
Fax: 410.261.2000

**PRELIMINARY
NOT FOR CONSTRUCTION**

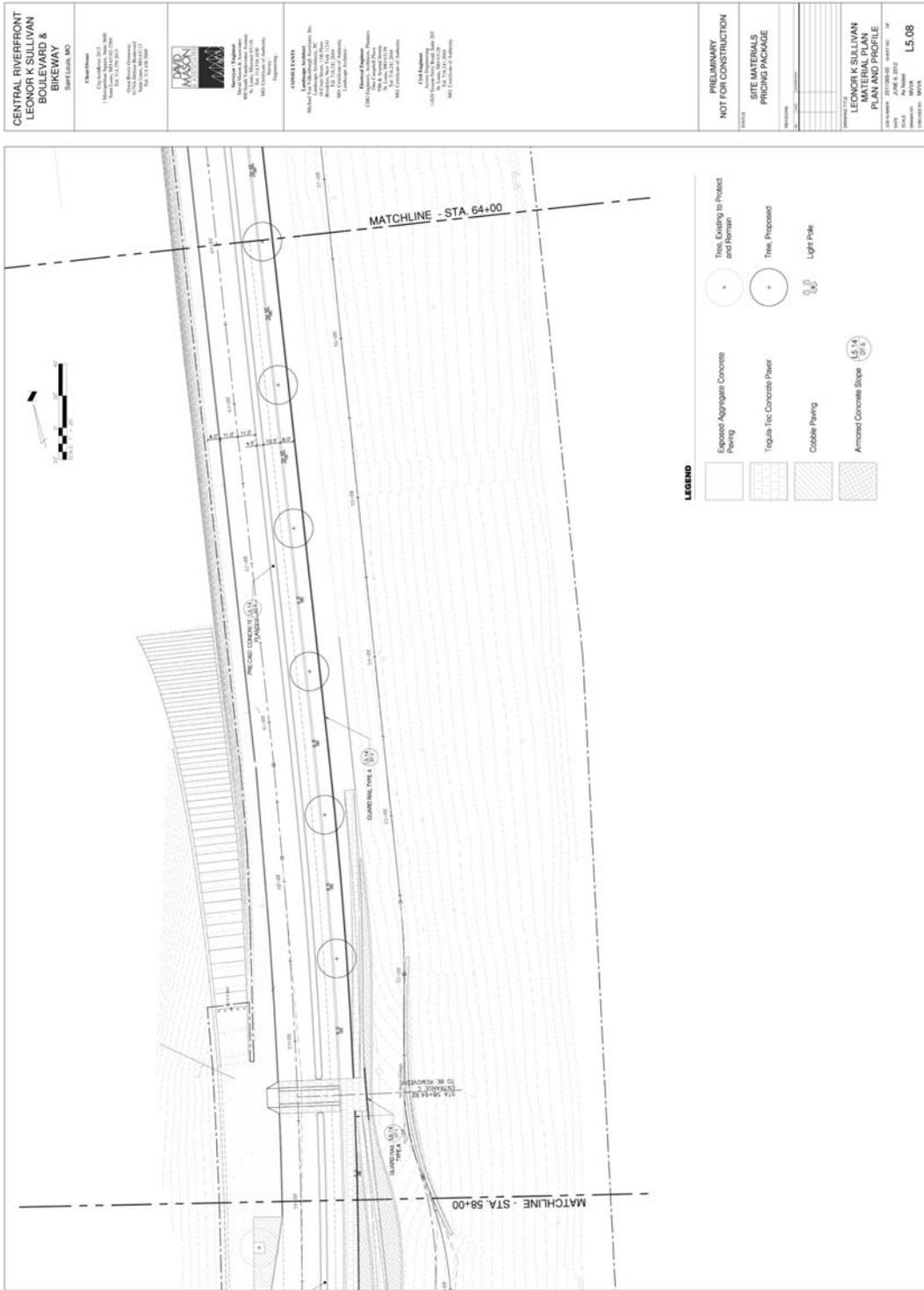
**SITE MATERIALS
PRICING PACKAGE**

**LEONOR K SULLIVAN
BOULEVARD
MATERIAL PLAN**

DATE: JUNE 20, 2012
DRAWN BY: MASON
CHECKED BY: MASON
SCALE: AS SHOWN
PROJECT NO.: 12-0001-01
SHEET NO.: L5.01

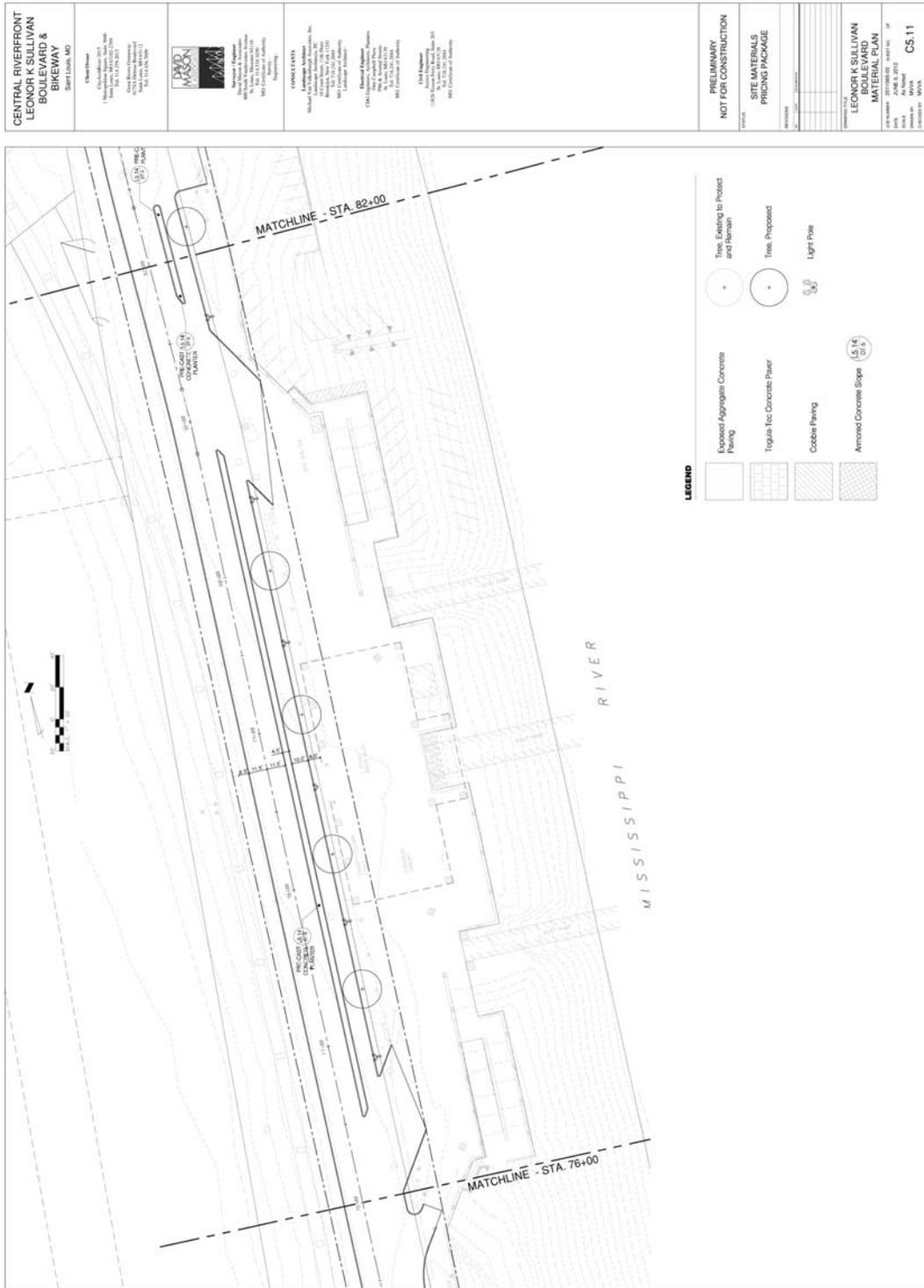








<p>CENTRAL RIVERFRONT LEONOR K SULLIVAN BOULEVARD & BIKEWAY Sheet L5.10, MD</p> <p>Client Name City of Annapolis 1400 Constitution Blvd Annapolis, MD 21401-2000 Phone: 410.326.7000 Fax: 410.326.7000</p> <p>Client Project Name Central Riverfront 1400 Constitution Blvd Annapolis, MD 21401-2000 Phone: 410.326.7000 Fax: 410.326.7000</p> <p>Client Address 1400 Constitution Blvd Annapolis, MD 21401-2000 Phone: 410.326.7000 Fax: 410.326.7000</p> <p>Client Contact Name: [Redacted] Title: [Redacted] Phone: [Redacted] Fax: [Redacted]</p>	<p>OWNER City of Annapolis 1400 Constitution Blvd Annapolis, MD 21401-2000 Phone: 410.326.7000 Fax: 410.326.7000</p> <p>DESIGNER Mason 1400 Constitution Blvd Annapolis, MD 21401-2000 Phone: 410.326.7000 Fax: 410.326.7000</p> <p>DATE 1/15/2014</p>	<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SITE MATERIALS PRICING PACKAGE</p> <p>LEONOR K SULLIVAN BOULEVARD MATERIAL PLAN</p> <p>L5.10</p>
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**CENTRAL RIVERFRONT
LEONOR K SULLIVAN
BOULEVARD &
BIKEWAY**
Bart Linn, MD

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**PRELIMINARY
NOT FOR CONSTRUCTION**

**SITE MATERIALS
PRICING PACKAGE**

DATE: 06/14/2017

PROJECT: LEONOR K SULLIVAN BOULEVARD BIKEWAY

DATE: 06/14/2017

SCALE: AS SHOWN

DESIGNER: M. SWEENEY

PROJECT NO.: L5.14

Notes:
1. Galvanized steel top rail, posts and tube fittings.
2. Fabricate and galvanize or-sit prior to installation on-site.

Section 1
Guard Rail Type A
Scale: 1/2" = 1'-0"

Notes:
1. Pre-cast concrete planter to be placed end-to-end and continuously in median.
2. Max Dimensions: 42" H x 30" W x 30" D (per unit).
3. Cost to include painting job, engraving and permanent planting.

Section 2
Guard Rail Type B
Scale: 1/2" = 1'-0"

Notes:
1. Pre-cast concrete planter to be placed end-to-end and continuously in median.
2. Max Dimensions: 42" H x 30" W x 30" D (per unit).
3. Cost to include painting job, engraving and permanent planting.

Section 3
CP Steel and Stainless Steel Horizontals
Scale: 1/2" = 1'-0"

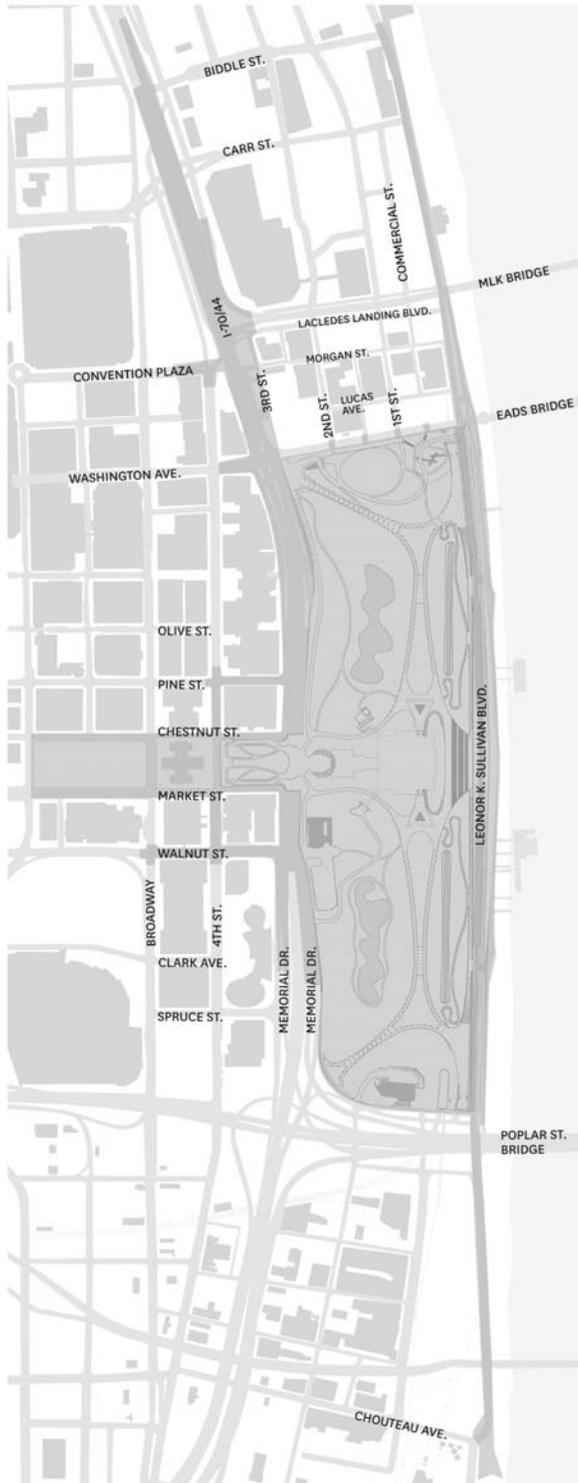
3D Rendering
Pre-cast Concrete Planter
Scale: 1/2" = 1'-0"

Notes:
1. Pre-cast concrete planter to be placed end-to-end and continuously in median.
2. Max Dimensions: 42" H x 30" W x 30" D (per unit).
3. Cost to include painting job, engraving and permanent planting.

Section 4
Armored Concrete Slope
Scale: 1/2" = 1'-0"

3D Rendering
Armored Concrete Slope
Scale: 1/2" = 1'-0"

CityArchRiver 2015 PROJECT AREA



NOVEMBER 2012

Approved: January 18, 2013