

**ORDINANCE #69094**  
**Board Bill No. 194**

An ordinance repealing Ordinance 69000 pertaining to the issuance of any package or drink liquor licenses for premises within the boundaries of the Third Ward Liquor Control District and in lieu thereof containing the following supplementary exemptions: renewal of an existing license and the establishment of an Entertainment District; and containing an emergency clause.

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

**SECTION ONE.** Ordinance 69000 is hereby repealed and in lieu thereof the following provisions are enacted:

**SECTION TWO. LEGISLATIVE FINDINGS.**

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the point of intersection of N Market St and Laflin St, and proceeding westerly along N Market St to N Spring Ave, and proceeding northerly on N Spring Ave to Cottage Ave, and proceeding westerly on Cottage Ave to Prairie Ave, and proceeding northerly on Prairie Ave to Lincoln Ave, and proceeding westerly on Lincoln Ave to N Vandeventer Ave and proceeding northerly on N Vandeventer Ave to Natural Bridge Ave and proceeding westerly along Natural Bridge Ave to Fair Ave, and proceeding northerly along Fair Ave to Kossuth Ave, and proceeding easterly along Kossuth Ave to Warne Ave, and proceeding northerly along Warne Ave to Carter Ave, and proceeding westerly along Carter Ave to Mary Ave, and proceeding easterly along Mary Ave to W Florissant Ave, and proceeding easterly along W Florissant Ave to Warne Ave, and proceeding easterly along Warne Ave to W Florissant Ave, and proceeding easterly along W Florissant Ave to De Soto Ave, and proceeding easterly along De Soto Ave to Blair Ave, and proceeding southerly along Blair Ave to E Grand Ave, and proceeding easterly along E Grand Ave to I-70, and proceeding southerly along I-70 to Benton St, and proceeding westerly along Benton St to N 13th St, and proceeding northerly along N 13th St to Wright St, and proceeding westerly along Wright St to a north/south alleyway between Blair and 14th St, proceeding southerly along such alleyway to St Louis Ave, proceeding westerly along St Louis Ave to N Florissant Ave, and proceeding northerly along N Florissant Ave to N 20th St, and proceeding northerly along N 20th St to Hebert St, and proceeding westerly along Hebert St to N 20th St, and proceeding northerly along N 20th St to Palm St, and proceeding westerly along Palm St to N 21st St, and proceeding southerly along N 21st St to Rauschenbach Ave, and proceeding southerly along Rauschenbach Ave to Hebert St, and proceeding westerly along Hebert St to N 25th St, and proceeding southerly along N 25th St to east/west alleyway between University St and St. Louis Ave, and proceeding westerly along such alleyway to Parnell St, and proceeding northerly along Parnell St to University St West, and proceeding westerly along University St West to N Jefferson Ave, and proceeding southerly along N Jefferson Ave to St Louis Ave, and proceeding westerly along St Louis Ave to Bacon St, and proceeding southerly along Bacon St to Montgomery St, and proceeding easterly along Montgomery St to north/south alleyway, and proceeding easterly along such alleyway to east/west alleyway, and proceeding southerly along such alleyway to N Garrison Ave, and proceeding southerly along N Garrison Ave to Montgomery St, and proceeding easterly along Montgomery St to Glasgow Ave, and proceeding southerly along Glasgow Ave to Benton St, and proceeding easterly to N Jefferson, and proceeding southerly on N Jefferson to N Market St, and easterly on N Market St to N 25th St, and proceeding south on N 25th St to Madison St, and proceeding easterly on Madison St to N 22nd St, and proceeding southerly on N 22nd St to Howard St, and proceeding easterly on Howard St to N 20th St, and proceeding northerly on N 20th St to Madison St, and proceeding easterly on Madison St to N 18th St, and proceeding southerly on N 18th St to Cass Ave, and proceeding westerly on Cass Ave to N Leffingwell, and proceeding southerly on N Leffingwell to Thomas St, and proceeding easterly on Thomas St to N Jefferson Ave, and proceeding southerly on N Jefferson Ave to Mills St, and proceeding westerly on Mills St to N Leffingwell, and proceeding northerly on N Leffingwell to Stoddard St, and proceeding westerly on Stoddard St to Glasgow Ave, and proceeding northerly on Glasgow Ave to Dayton St, and proceeding westerly on Dayton St to N Garrison Ave, and proceeding northerly on N Garrison Ave to Cass Ave, and proceeding easterly on Cass Ave to Glasgow Ave, and proceeding northerly on Glasgow Ave to Magazine St, and proceeding westerly on Magazine St to Laflin St, and proceeding northerly on Laflin St to the point of beginning. Such area shall be known as the Third Ward Liquor Control Area

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

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

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

**SECTION FOUR. EMERGENCY CLAUSE.**

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

**Approved: February 23, 2012**

**ORDINANCE #69095  
Board Bill No. 252**

An ordinance repealing Ordinance 69004 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Fourth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing exceptions and allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises and containing an emergency clause.

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

**SECTION ONE.** Ordinance number 69004 is hereby repealed and in lieu thereof the following provisions are enacted:

**SECTION TWO.** The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area Beginning at the point of intersection of Page Blvd and N Vandeventer Ave, and proceeding westerly along Page Blvd to north/south alleyway between Whittier St and Pendleton Ave, and southerly along such alleyway to east/west alleyway between Page Blvd and Cook Ave, and proceeding westerly along such alleyways to N Newstead Ave, and proceeding northerly along N Newstead Ave to Page Blvd, and proceeding westerly on Page Blvd to N Taylor Ave, and proceeding southerly along N Taylor Ave to Newberry Ter, and proceeding westerly along Newberry Ter to Walton Ave, and proceeding northerly along Walton Ave to Newcomb Pl, and proceeding easterly along Newcomb Pl to Marcus Ave, and proceeding northerly along Marcus Ave to Cote Brilliante Ave, and proceeding westerly along Cote Brilliante Ave to N Euclid Ave, and proceeding northerly along N Euclid Ave to Greer Ave, and proceeding easterly along Greer Ave to Marcus Ave, and proceeding northerly along Marcus Ave to an east/west alleyway between Ashland Ct and Lexington Ave, and proceeding westerly along such alleyway to Shreve Ave, and proceeding northerly along Shreve Ave to Palm St, and proceeding easterly along Palm St to Marcus Ave, and proceeding northerly along Marcus Ave to Palm St, and proceeding easterly along Palm St to Cora Ave, and proceeding northerly along Cora Ave to east/west alleyways between Natural Bridge Ave and Lexington Ave, and proceeding easterly along such alleyway to north/south alleyway, and proceeding southerly along such alleyway to Lexington Ave, and proceeding easterly along Lexington Ave to N Newstead Ave, and proceeding northerly along N Newstead Ave to east/west alleyway between Natural Bridge Ave and W Lexington Ave, and proceeding easterly along such alleyway to Harris Ave, and proceeding northerly along Harris Ave to Natural Bridge Ave, and proceeding easterly along Natural Bridge Ave to N Vandeventer Ave proceeding southerly along N Vandeventer Ave to Lincoln Ave, and proceeding easterly along

Lincoln Ave to Prairie Ave, and proceeding southerly along Prairie Ave to Cottage Ave, and proceeding easterly on Cottage Ave to N Spring Ave, and proceeding southerly on N Spring Ave to N Market St, and proceeding easterly on N Market St to Bacon St, and proceeding southerly on Bacon St to Cass Ave, and proceeding westerly on Cass Ave to N Grand Ave, and proceeding northerly on N Grand Ave to Aldine Ave, and proceeding westerly on Aldine Ave to Prairie Ave, and proceeding northerly on Prairie Ave to Garfield Ave, and proceeding westerly on Garfield Ave to N Vandeventer Ave, and proceeding southerly along N Vandeventer Ave to Dr Martin Luther King Dr, and proceeding westerly along Dr Martin Luther King Dr to N Vandeventer Ave, and proceeding southerly along N Vandeventer Ave to the point of beginning. Such area shall be known as the Fourth Ward Liquor Control District.

**SECTION THREE.** The Excise Commissioner shall not, for a period of three years, beginning as of the effective date of this Ordinance, approve the issuance of a package liquor license for any premises which is located within the boundaries of the Fourth Ward Liquor Control District established in Section Two of this ordinance.

**SECTION FOUR.** Notwithstanding the provisions of Section Three of this Ordinance, the Excise Commissioner shall have authority to:

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and

(2) Issue a drink license for premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 68536.

(3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536.

(4) Approve the issuance of a new 5% license (Beer License.)

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

**Approved: February 23, 2012**

**ORDINANCE #69096**  
**Board Bill No. 259**

An ordinance pertaining to secondhand dealers and pawnbrokers; amending Section Two of Ordinance 63478, codified in Part I of Section 8.82.040 of the Revised Code of the City of St. Louis, and enacting in lieu thereof a new section pertaining to the same subject matter of license applications; amending Section Two of Ordinance 64311, codified in Part I of Section 8.82.050 of the Revised Code of the City of St. Louis, and enacting in lieu thereof a new section pertaining to the same subject matter of transaction forms; amending Section One of Ordinance 57502, codified in Section 8.72.030 of the Revised Code of the City of St. Louis, and enacting in lieu thereof a new section pertaining to the same subject matter of license applications; containing severability and emergency clauses.

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

**SECTION ONE.** Section Two of Ordinance 63478, codified in Part I, Section 8.82.040 of the Revised Code of the City of St. Louis is hereby amended as follows:

8.82.040 License--Application.

Every application for a license shall be made in writing to the License Collector and shall state where the business is to be carried on. Before any license shall be issued, the License Collector shall procure from **a police officer designated by the Chief of Police to review such application**, an endorsement on the back of the application therefor:

A. That in their opinion the applicant has a good moral character and shall not have been convicted within the ten years preceding the date of application for license or for renewal of license or be on parole or a fugitive from justice for any federal, state or municipal offense involving:

1. Drugs or narcotics;

2. Robbery;
3. Burglary;
4. Auto theft;
5. Stealing;
6. Receiving stolen property;
7. Embezzlement;
8. Extortion;
9. Forgery;
10. Gambling;
11. Bribery;
12. Perjury;
13. Any weapons offense; or
14. Any crime of violence.

B. That the applicant has agreed not to purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, cash register, still or moving picture projector or offset projector, dictating machine, record player, electric buffer, electric polisher, electric floor waxer, computer equipment, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

C. That the applicant has a camera that will take a clear photograph of the seller and has agreed to use such camera to photograph every person, except as herein provided, in connection with all purchases and/or trade-in allowance of all articles by him, and to make such photographs available to any law enforcement officer or License Collector upon request.

**SECTION TWO.** Section Two of Ordinance 64311, codified in Part I of Section 8.82.050 of the Revised Code of the City of St. Louis is hereby amended as follows:

8.82.050 Photograph and transaction forms.

A. No secondhand dealer shall accept any article or property as full or part payment, or purchase any article or property unless he shall make a photograph of the person from whom such article is being received and attach such photograph to a transaction form which shall be completed at the time of the transaction.

B. The transaction form shall include, but not limited to, the date and time of sale, place of sale, name, address, date of birth, social security number, driver's license number, if different from social security number of seller, description of seller, home and business telephone number of seller, employee handling the transaction and description of property sold to licensee, and right thumb print of person selling property and any other information required by the police department. If right thumb print cannot be obtained, the left thumb print shall be obtained and the reason why the right thumb print was not available shall be listed on the form. The requirement that the seller be photographed and thumb-printed shall not apply to any purchase or trade-in transaction which occurs at an auction or in the private house or office of the person selling said items but all other requirements as aforesaid shall remain in effect.

C. The photograph and transaction form shall be maintained by the secondhand dealer for a period of one year from the date of the transaction. No secondhand dealer shall refuse to deliver such photograph or transaction form to any law enforcement officer upon request in connection with a specific item of stolen property within one year following the date of the transaction. Every secondhand dealer shall display a notice to his customers in a prominent place to the effect that he is required to photograph and fingerprint every person selling or offering as full or part payment an item to him, by city ordinance.

D. At least sixty days prior to the destruction of a photograph or transaction form, the licensee shall notify, in writing, the police department of his intent to destroy such documents. The police department, at its option, shall request the licensee to turn over all said documents to the police department, and the licensee, upon said request, shall turn over all documents to the police department.

**SECTION THREE.** Section One of Ordinance 57502, codified in Section 8.72.030 of the Revised Code of the City of St. Louis is hereby amended as follows:

8.72.030 License--Application.

Every application for a license hereunder shall be made in writing to the License Collector and shall state where the business is to be carried on. Before any license shall be issued, the License Collector shall procure from **a police officer designated by the Chief of Police to review such application**, an endorsement on the back of the application therefor:

A. That in their opinion the applicant has a good moral character;

B. That the applicant has installed a proper camera and agreed to use the equipment to photograph every person and receipt or pawn ticket given to such person in connection with all loans and purchases of all articles effected or made by him, and to make the photographs available to any law enforcement officer upon request;

C. That the applicant has agreed not to accept as collateral security or to purchase any camera, radio, television set, lawn mower, typewriter, adding machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, cash register, still or moving picture projector or offset projector, dictating machine, record player, electric buffer, electric polisher, electric floor waxer, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia;

D. That the place where the business is to be carried on is shown by a plat prepared by the applicant to be not less than five hundred feet from the nearest point of the building wherein such place is located to any elementary school, public, parochial or private, unless the business has the written approval of school and/or church.

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

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

**Approved: February 23, 2012**

**ORDINANCE #69097**  
**Board Bill No. 222**

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller of the City of St. Louis to enter into a lease amendment (hereinafter "Lease Amendment" and attached as Exhibit 1) by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller, and ACL Transportation Services LLC, (hereinafter called "Lessee").

**WHEREAS**, pursuant to the Lease dated July 20, 2010 (hereinafter "Lease" and attached as Exhibit A), Lessee leased and let from Lessor certain mooring and easement privileges, more specifically described in Section 1 of the Lease; and

**WHEREAS**, Lessor and Lessee desire to amend the leased mooring privileges, as more particularly described in the Lease Amendment; and

**WHEREAS**, the Board of Aldermen finds that the provisions of the Lease Amendment, attached as Exhibit 1 hereto (including its attached Exhibit A and Appendix A) and incorporated herein by reference as if fully set out, are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with public purposes.

**BE IT ORDAINED BY THE CITY OF SAINT LOUIS AS FOLLOWS:**

**SECTION ONE.** Findings. The Board of Alderman hereby adopts the foregoing recitals as findings.

**SECTION TWO.** The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into the Lease Amendment with Lessor which shall read in words and figures in substantially the form of Exhibit 1 attached hereto and incorporated by reference as follows:

**Exhibit 1**

**AMENDMENT TO LEASE**

THIS AMENDMENT TO LEASE (“Amendment”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called “Lessor”), through its Mayor and Comptroller, and ACL Transportation Services LLC, (hereinafter called “Lessee”).

**WITNESSETH:**

WHEREAS, pursuant to the Lease dated July 20, 2010 (hereinafter “Lease” and attached as Exhibit A), Lessee leased and let from Lessor certain mooring and easement privileges, more specifically described in Section 1 of the Lease, as attached;

WHEREAS, Lessor and Lessee desire to amend the leased mooring privileges, as more particularly described herein; and

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. Section 1 of the Lease is amended to strike, “Beginning at the center line of Holly Avenue and for a distance of 1400 feet upstream and 1000 feet downstream for a total of 2400 feet of mooring space” and in lieu thereof, insert the following:

“Beginning at the center line of Holly Avenue and for a distance of 2,630 feet upstream and 1,000 feet downstream for a total of 3,630 feet of mooring space.”

2. Section 1 of the Lease is amended to strike, “It is further agreed that the Lessor grants the right of access through the nearest existing opening in the floodwall and along the area between the floodwall and the river including the right of access from such areas to the mooring cells” and in lieu thereof, insert the following:

“It is further agreed that the Lessor grants the right of access through the nearest opening in the floodwall and the river including the right of access from such mooring cells.”

3. Section 3 of the Lease is amended to strike, “An annual rental of Thirty Seven Thousand, Eight Hundred Dollars (\$37,800) payable annually in advance” and in lieu thereof, insert the following:

“An annual rental of Fifty Seven Thousand One Hundred Seventy Two Dollars and Fifty Cents (\$57,172.50) payable annually in advance.”

4. Except as provided herein, this Amendment shall not in any way whatsoever modify, alter, amend or in any other way change any of the terms, provisions and conditions contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment as of the date first above written.

LESSEE:

LESSOR:

ACL TRANSPORTATION SERVICES LLC

CITY OF ST. LOUIS, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Francis G. Slay, Mayor

By \_\_\_\_\_  
Darlene Green, Comptroller

ATTEST:

By \_\_\_\_\_  
City Register

APPROVED AS TO FORM ONLY

By \_\_\_\_\_  
City Counselor

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

On this \_\_\_\_ day of \_\_\_\_\_, 20 , before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City of St. Louis aforesaid the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

(SEAL)

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

On this \_\_\_\_ day of \_\_\_\_\_, 20 , before me, a Notary Public in and for the City of St. Louis, Missouri appeared \_\_\_\_\_ who, being sworn, did day that he/she is \_\_\_\_\_ of ACL Transportation Services LLC and that said Lease Agreement Amendment was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City of St. Louis aforesaid the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

**LEASE AGREEMENT**

This Agreement made and entered into as of the 20<sup>th</sup> day of July, 2010, by and between the City of St. Louis, a Municipal Corporation of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller and ACL Transportation Services LLC, (hereinafter called "Lessee").

WITNESSETH:

- 1. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual

covenants and agreements herein contained, the Lessor- hereby leases and lets to said Lessee the following described mooring, to wit:

Beginning at the center line of Holly Avenue and for a distance of 1400 feet upstream and 1000 feet downstream for a total of 2400 feet of mooring space. Further, the City grants an easement to the Lessee to cross over City property on both sides of the floodwall and including the load up conveyor system and support of the system. The conveyor system crosses the concrete floodwall at a point 200 feet north of the center line of Holly Avenue.

It is further agreed that the Lessor will grant a license during the term of this lease to cross over the City property on both sides of the floodwall for maintenance purposes.

It is further agreed that the Lessor grants the right of access through the nearest existing opening in the floodwall and along the area between the floodwall and the river including the right of access from such areas to the mooring cells.

2. This Lease Agreement shall be for a period often (10) years, beginning on the, 20<sup>th</sup> day of July, 2010, and terminating on the 19<sup>th</sup> day of July 2020 with three (3) five year mutual options, each option to be exercised with the mutual consent of the Lessee and the Lessor's Port Authority Commission and Board of Public Service which consent may be withheld for any reason or no reason at all. Lessee must give six (6) months written notice to the Comptroller, Room 212, City Hall, St. Louis, Missouri 63103, prior to the expiration of this agreement or any extension thereof, if it wished to exercise an option to extend the term for an additional five (5) year period.

3. For the rights and privileges herein granted, the Lessee agrees to pay the Lessor the following rental:

An annual rental of Thirty Seven Thousand, Eight Hundred Dollars (\$37,800) payable annually in advance.

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A" STANDARD PROVISIONS, LEASES OF WHARF LAND AND MOORING RIGHTS", which is attached hereto and made a part hereof.

4. The above described areas shall be used for an intermodal bulk transfer facility.

5. All other matters governing this lease as well as rents are set forth in said APPENDIX "A".

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease Agreement.

LESSEE: ACL TRANSPORTATION SERVICES LLC  
LESSOR: THE CITY OF ST. LOUIS

By: [Signature]  
Title: VP/Gen. Mgr./Mktg.  
ATTEST:

[Signature]  
Mayor

Comptroller  
ATTEST: [Signature]  
City Register

APPROVED AS TO FORM, ONLY:  
[Signature]  
City Counselor

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

*Write for*  
On this 29th day of Sept, 2010, before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. 68681 and acknowledge said instrument to be the free act and deed of the City of St. Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the City of St. Louis aforesaid the day and year first above written.

*Michele L. Graham*

Notary Public

My Commission Expires:



MICHELE L. GRAHAM  
My Commission Expires  
March 23, 2011  
St. Louis City  
Commission #07423574

(SEAL)

INDIANA  
~~STATE OF MISSOURI~~ )  
County of Clark ) SS  
~~CITY OF ST. LOUIS~~ )

On this 20 day of July, 2010 before me, a Notary Public in and for the City of St. Louis, Missouri, appeared Paul Foster who, being sworn, did say that he is VPIem No Div of ACL Transportation Services LLC and that said Lease Agreement was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

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

*Gaye Decker*

Notary Public

My Commission Expires

(SEAL)



**APPENDIX "A"**  
**STANDARD PROVISIONS**  
**LEASES OF WHARF LAND AND MOORING RIGHTS**

1. The base rate of \$0.0750 (current adjusted base rate \$0.1575) per square foot of land and \$7.50 (current adjusted base rate \$15.75) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2014, upon recommendation of the Port Commission and approval of the Board of Public Service. No such recommendation may be made by the Port Commission unless within 180 days before January 1 on which the adjusted rates are to become effective, the Port Commission shall conduct a public hearing with due notice to the public and to the users of City owned land and mooring rights. The maximum adjustment which can be recommended and approved shall be twenty-five percent (25%) of the base rates set out in the first sentence of this section. Each adjustment shall be added to the base rate plus any previous adjustments and the resultant rate shall be called the current adjusted base rate. If the recommended adjustment to the base rate by the Board of Public Service is in excess of fifteen percent (15%), the recommended raise of rate shall be approved by resolution of the Board of Aldermen. If the Board of Aldermen fails to act before the effective date of the rate increase, the rate then shall be automatically adjusted by fifteen percent (15%).

2. The mooring area or Leased Premises shall be used by Lessee only for purposes consistent with the lawful use of said area. Structures or major alterations shall be made in accordance with plans and specifications approved by Lessor through the Board of Public Service. Upon the expiration, termination, or cancellation of this Lease, the Lessee shall remove all and any vessels, boats, watercraft or other practical movable structures from the Leased Premises and mooring area, without expense to the Lessor. In the event said vessels, boats, watercraft or other practical movable structures are not removed within ninety (90) days after receipt of notice by the Lessee, the Lessor may take possession of said vessels, boats, watercrafts or other practical movable structures or may cause same to be removed at the expense of the Lessee.

Written notice when required shall be deemed to be sufficient and delivered when deposited in the certified U.S. mail and sent to Lessee's last known address.

3. Definitions. As used in this Lease, the following terms shall have the meaning specified herein:

(1) The term "City" shall mean The City of St. Louis, Missouri, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri.

(2) The term "Discharge" shall have the meaning ascribed to such term by §311(a) (2) of the Clean Water Act, 33 U.S.C. 1321(a) (2);

(3) The term "Environmental Law" shall mean any international, foreign, federal, state, regional, county, local, governmental, public or private statute, law, regulation, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention or other requirement, pertaining to protection of the environment, health or safety of person, natural resources, conservation, wildlife, waste management, any Hazardous Material Activity (as hereinafter defined), and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, 42 U.S.C. 9601 et seq.; Solid Waste Disposal Act (SWDA) of 1965, 42 U.S.C. 6901 et seq., as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984; Federal Water Pollution Control Act (Clean Water Act) of 1948, 33 U.S.C. 1251 et seq, as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987; Air Pollution Control Act of 1955, 42 U.S.C. 7401 et seq, as amended by the Clean Air Act of 1990; Toxic Substances Control Act (TSCA) of 1976, 15 U.S.C. 2601 et seq, as amended from time to time, and regulations promulgated thereunder; Occupational Safety and Health (OSH) Act of 1970, 29 U.S.C. 651 et seq, as amended from time to time, and regulations promulgated thereunder; Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001 et seq, as amended by the Debt Collection Improvement Act (DCIA) of 1996; National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321 et seq., as amended from time to time, and regulations promulgated thereunder; and any similar or implementing state law, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder;

(4) The term "Hazardous Material" as used in this Lease shall mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including, without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by any Environmental Law;

(5) The term "Improved Wharf" shall mean Improved Wharf as defined in Section 21.08.060 of the Revised

Code of the City of St. Louis;

(6) The term "Infectious Waste" shall mean any substance designated or considered to be an Infectious Waste pursuant to any Environmental Law;

(7) The term "Lease" shall mean the Lease Agreement to which this Appendix A is attached together with any Exhibits and together with this Appendix A, and any amendments thereto;

(8) The term "Lease Agreement" shall mean the lease agreement, including amendments thereto, to which this Appendix A is attached;

(9) The term "Leased Premises" shall mean the leased premises and/or mooring area or leased area as defined in Section One (1) or other Sections, of the Lease Agreement;

(10) The term "Oil" shall mean any substance designated or considered to be an oil pursuant to any Environmental Law;

(11) The term "Port Commission" shall mean the Port Authority Commission of the City of St. Louis;

(12) The term "Solid Waste" shall mean any substance designated or considered as a solid waste pursuant to any Environmental Law.

4. During the Term of this Lease or renewal or extension thereof, the Lessee agrees to abide by all City Ordinances; Executive Orders; State Laws; Federal Laws; Coast Guard, Corps of Engineers, and any other properly applicable governmental regulatory requirements, including, but not limited to, any and all such provisions regulating and/or relating to the: (1) transportation, storage, use, manufacture, disposal, discharge, release or spilling of Hazardous Material; (2) transportation, storage, use, recovery, disposal, discharge, release or spilling of Oil; (3) Discharge of effluents, pollutants and/or toxic pollutants to either publicly owned treatment works or directly to waters of the United States or tributaries thereof; (4) emissions, release or discharges of pollutants and/or other substances into the air or land; (5) transportation, storage, treatment, disposal, discharge, and release or spilling of Infectious Waste; (6) transportation, storage, treatment, recycling, reclamation, disposal, discharge, and release or spilling of Solid Waste; and (7) transportation, storage, or disposal of waste tires, used white goods and other appliances, waste oil, and/or used lead-acid batteries. Violation of any provision of federal or state law or City ordinance by Lessee shall be considered a breach of the Lease Agreement between Lessee and the City for which the City, at its sole option, may terminate the Lease. In addition, Lessee shall call to the attention of the proper enforcement authorities, any violation of any federal or state law or local ordinance occurring on the Leased Premises of which Lessee has actual knowledge. Failure to do so on the part of the Lessee shall be considered a breach of this Lease for which the City, at its sole option, may terminate the Lease.

Should Lessee's operation on the Leased Premises violate any provision of federal and/or state laws or regulations, Lessee shall, immediately upon becoming aware of the existence of such violation, notify the Port Commission and undertake whatever action is necessary to remedy the violation and comply with the applicable provision (s), including but not limited to the institution of legal proceedings seeking an injunction in a court of competent jurisdiction. Should Lessee fail to remedy the violation, the City may notify Lessee of its intent to undertake remedial action. If Lessee fails to then institute reasonable remedial action within ninety-six (96) hours of receiving said notice, the City may take whatever action is necessary to bring the Leased Premises into compliance. In the event that the City remedies any such violation or remediates an environmental condition at the Leased Premises, the Lessee shall reimburse the City for all costs incurred by the City in remedying such violation, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, and costs of testing, remediation, removal and disposal.

5. Lessee agrees to hold Lessor harmless from and to defend the Lessor from any and all claims for injuries or damages resulting from or arising out of Lessee's use of the Leased Premises or mooring area described herein; furthermore Lessee will at all times during the Term of this Lease at its own cost, and for the benefit of the City, protect the City with Public Liability and Property Damage Insurance, issued in the name of Lessee and naming the City and Port Commission as additional non-contributing named insureds, covering each person up to One Million Dollars (\$1,000,000) with an overall limit as to all persons for each occurrence of Three Million Dollars (\$3,000,000) as well as coverage of Three Million Dollars (\$3,000,000) for property damage, approved by the City Counselor as to form and by the Comptroller as to surety and reserving the right of recovery by the City in the event of damage to City owned property.

Included in the insurance policy shall be coverage requiring immediate removal of the vessel when the vessel is damaged or sunken from any cause whatsoever. This clause shall be expressed as a specific warranty by the insurance company regardless

of cause.

Lessee, and its successors and assigns, shall forever indemnify, defend and hold harmless, the City of St. Louis, the Port Commission, its governing members, directors, officers, agents, attorneys, employees, independent contractors, and successors and assigns, from and against all claims, without limitation, damages, punitive damages, liabilities, losses, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys fees, paralegal fees and litigation expenses, arising from: (i) any Hazardous Material activity by Lessee, its successors or assigns, or at the Leased Premises; (ii) the operation of any applicable Environmental Law against Lessee or Leased Premises; (iii) any environmental assessment, investigation, and environmental remediation expenses; (iv) the violation at the Leased Premises or by Lessee of any applicable Environmental Law; or (v) any third party claims or suits filed or asserted.

Promptly after receiving notice, the Lessee, and its successors or assigns, shall pay all costs and expenses incurred by Lessor and its successors and assigns to enforce the provisions of this indemnification, including without limitation, attorney and paralegal fees and litigation expenses. The obligations of Lessee under this Section Five (5) and this indemnification shall survive the termination of this Lease and shall remain in force beyond the expiration of any applicable statute of limitations and the full performance of Lessee's obligations hereunder.

Lessee shall be required to purchase and maintain environmental impairment liability insurance, during the term of this Lease, in the amount of Three Million Dollars (\$3,000,000.00), or such other amount as shall be determined solely by the Port Commission, and naming the City of St. Louis as an additional primary, non-contributing insured, if:

(1) at any time more than the reportable quantity of a Hazardous Material, Oil or Infectious Waste will be stored or otherwise present on the Leased Premises in any form whatsoever, including in any type of container (s) (including, but not limited to, drums, barrels, boxes, bags, tank trucks or trailers, rail cars or storage tanks, whether above or below ground);

(2) Lessee is required by federal or state law and/or regulation, as a result of or in connection with Lessee's operations on the Leased Premises, to obtain a permit for (a) any Discharge of effluents, pollutants, toxic pollutants or other substances into waters of the United States, tributaries thereof, sewer systems and/or publicly owned treatment works; (b) any Discharges of effluents, pollutants or toxic pollutants to a sewer system and/or publicly owned treatment works subsequent to pretreatment thereof; (c) any emission, release or Discharge of pollutants or other substances into the air or land; (d) treatment, storage or disposal of Hazardous Waste (s); (e) treatment, storage or disposal of Infectious Waste (s); (f) treatment, storage, processing, management, recycling or disposal of Solid Waste (s); (g) operation of a waste tire site or waste tire processing facility; or (h) placement of fill or dredged material into the waters of the United States or onto adjacent property;

(3) Lessee is required by Environmental Laws or is otherwise required to obtain a hazardous waste generator identification number from either the federal or a state government;

(4) Lessee engages in the recycling, recovery or reclamation of Solid Waste and/or Hazardous Material on the Leased Premises;

(5) Lessee engages in the manufacture of hazardous, extremely hazardous, or toxic substances, or Hazardous Material, in, on, or about the Leased Premises.

The environmental impairment liability insurance required pursuant to the terms of this Section Five (5) shall provide coverage for unexpected and unintended liability, damages and injuries arising or resulting from sudden and accidental, continuous or repeated Discharges, spills and releases, into or onto the air, water, soil, sewer system or similar media, of any hazardous substance, Hazardous Material, pollutant, toxic pollutant, extremely hazardous substance, toxic substance, Infectious Waste, Solid Waste, or similar material or substance, which disposal, Discharge, release or spill occurs in, on, from, or about the Leased Premises.

Any insurance policy which Lessee is required to obtain pursuant to the provisions of this Section Five (5) shall provide that said policy may not be canceled except upon the giving of thirty (30) days notice of such cancellation to the Comptroller's Office and the Port Commission. Furthermore, any policy limit requirements for any insurance policy which Lessee is required to obtain pursuant to this Section Five (5) maybe increased and adjusted upon recommendation and approval of the Board of Public Service. In the event that any policy which Lessee is required to obtain pursuant to the provisions hereof is canceled by the insurer or has an expiration date prior to the expiration of the Term of this Lease, Lessee shall be required to obtain replacement insurance, and provide proof thereof to the Comptroller's Office and the Port Commission, prior to the date that the cancellation or expiration becomes effective. Failure to do so shall be considered a breach of this Lease. The Lessee shall notify or cause the insurance company to notify the Comptroller's Office and the Port Commission of the renewal of all insurance required pursuant to the provisions of this section or of the cancellation of same. Failure to do so shall be considered a breach of this Lease.

For any type of insurance, Lessee is required to provide, pursuant to this Section Five (5), certificates evidencing such insurance and copies of the policy governing such insurance to the Comptroller's Office and to the Port Commission before the Lease is issued, and shall file replacement certificates of insurance and policies at least fifteen (15) days prior to the expiration of any original or replacement certificates. Lessee shall maintain said insurance coverage during the life of this Lease, and any renewal or extension thereof, and shall provide proof of same within five (5) days of request by the City or the Port Commission. If Lessee, at any time during the Term of this Lease after execution of this Lease, commences engagement in any of the activities or is required to obtain any permit or number referenced in subparagraphs (1) through (5) of this Section Five (5), Lessee shall furnish such certificates and policy copies to the Comptroller and to the Port Commission prior to engaging in any such activities or obtaining any such permit or number. Failure to do so shall be considered a breach of this Lease.

6. Upon the nonpayment of the rent due under the Lease at the time when the same becomes due, or upon the nonperformance by the Lessee of any of the provisions or requirements under the Lease, the Lessor, at its election, may terminate this Lease, provided that the Lessee shall, after notice of nonpayment, breach or default, have thirty (30) days to cure any such nonpayment, and ninety (90) days to cure any such other breach, unless the provisions hereof provide either that a specified breach is grounds for immediate termination of the Lease or that failure to cure within a specified time frame of less than thirty (30) days is grounds for immediate termination (such as violating a statute or other law). The failure and omission of the Lessor to declare this Lease forfeited upon the breach or default of said Lessee in the payment of said rents as the same become due, or the nonperformance of any of the substantive covenants to be performed by the Lessee, shall not operate to bar, abridge, or destroy the right of the Lessor to declare this Lease null and void upon any subsequent breach, forfeiture or cause therefore by the Lessee.

7. Lessee agrees to pay ad valorem taxes on boats, vessels, aircraft or watercraft and on operation of same that may be moored on said Leased Premises or involved in any operations within said Leased Premises, including all other owned property and equipment, and it is agreed that the Lessee will not deny the authority of the proper assessing agency to assess ad valorem taxes on said improvements. Further, Lessee agrees to pay any and all taxes, fees and assessments due on any other aspect of Lessee's business operations or improvements within the Leased Premises. The Lessee reserves the right to question the amount of such assessment in any court of competent jurisdiction or other tribunal established by law to correct the valuation of the property on which the assessment of such tax is based. Failure to pay ad valorem and/or other taxes, fees and/or assessments due as and when due, whether or not such taxes, fees and/or assessments are appealed, shall be considered a breach of the terms of this Lease. All barges In Transit shall be exempt from the payment of taxes, fees and/or assessments. "In Transit" shall mean moored at the Leased Premises for not more than seven (7) calendar days in any 365-day period.

8. If the Lessee remains in possession of the Leased Premises after the expiration of the Term for which it is leased and the Lessee pays rent and the Lessor accepts said rent, such possession shall be construed as creating a month to month tenancy and not a renewal or extension of this Lease, but such month to month tenancy shall not continue for more than one (1) year. If the Lessee continues to occupy the Leased Premises on a month to month basis following the expiration of the Lease Term, Lessee's obligations under the Lease shall continue in full force and effect for the duration of Lessee's occupancy of the Leased Premises. Any such month to month tenancy may be terminated by Lessor at any time.

9. The Lessor reserves the right to modify, amend, or cancel this Lease as set forth in Section Ten (10) hereof in the event any portion of the Leased Premises is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, Floodwall or Floodwall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District as defined by the Lessor in Lessor's sole discretion.

10. In the event that any portion of the Leased Premises or mooring area shall be needed for any municipal purpose as set forth in Section Nine (9) above, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises or mooring area as shall be needed for such purpose, which portion may include all of such Leased Premises or mooring area. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth in Section Eleven (11) below. Written notice when required shall be deemed to be sufficient and delivered when sent by Certified U.S. Mail to Lessee's last known address.

11. If this Lease is amended or modified under the provisions of Sections Nine (9) and/or Ten (10), the current rent shall be adjusted in direct proportion to the change made in the Leased Premises. Lessee shall have the right to terminate this Lease without penalty by written notice within ninety (90) days after Lessor sends the notice to amend provided by Section Ten (10) if Lessee determines, in Lessee's sole discretion, that the portion of the Leased Premises which will remain after the elimination of the portion to be used for municipal purposes is not suitable to the Lessee. Lessee hereby acknowledges and agrees all other provisions of this Lease shall remain in effect for the duration of the Term for that remaining portion of the Leased Premises not used for municipal purposes under Sections Nine (9) and Ten (10). Lessee hereby acknowledges and agrees that the Lease shall be deemed

terminated with respect to the portion of the Leased Premises eliminated pursuant to the notice referenced in Section Ten (10) above on the one-year anniversary of the date of the notice referenced in Section Ten (10) above, provided, however, that in the case of an emergency as described in Section Ten (10) above, the Lease shall be deemed terminated on the date specified in the notice.

12. In the event this Lease is canceled, modified or amended under the provisions of Sections Nine (9) and/or Ten (10) hereof, the Lessor shall cause the Lessee to be reimbursed, in accordance with the provisions of this Section Twelve (12), for the cost of capital improvements the Lessee has made and paid for on the Leased Premises pursuant to the written approval of the Board of Public Service including any such approved improvements in place on the commencement date of this Lease and made and paid for by Lessee during any prior lease term, provided, however, that Lessor shall not cause the Lessee to be reimbursed for any capital improvements: (a) the cost of which is or was expressly invoiced to the Lessee's customers via a separate surcharge for such improvements on any such customer's bill; or (b) removable from the Leased Premises and reusable at another location. It is agreed and understood that the term capital improvements shall not include wharf boats, vessels or other floating improvements. Lessee agrees that the amount of the anticipated profits shall not be a factor in the determination of any reimbursement. Furthermore, Lessee shall not be entitled to any reimbursement for any capital improvements during any period that Lessee remains in possession of the Leased Premises in a month to month tenancy after the expiration of the Term as described in Section Eight (8), above. No funds from the City of St. Louis general revenue shall be used for the purpose of providing any reimbursement required pursuant to this Section Twelve (12).

In the event that the rate/rates for service to Lessee's customer(s) has/have been increased expressly and by separate invoice line item to cover the cost of any capital improvement made by Lessee, Lessor and Lessee agree that the sum of all payments made by such customers with respect to such capital improvement and the terms of the financing for such capital improvement shall be taken into account in determining the Lessee's cost of the capital improvement.

13. The Lessee shall have the right to terminate this Lease upon service of one (1) year's written notice and the payment of an additional one (1) year's rental which shall accompany such notice. The payment of the additional year's rental shall not relieve Lessee of the obligation to pay the current year's rental as provided herein. In the event Lessee shall terminate pursuant to this Section Thirteen (13), no reimbursement shall be made by Lessor under Section Twelve (12).

14. Any sublease, transfer, sale or assignment of Lessee's rights or interests under this Lease, and/or change in corporate structure of Lessee are expressly prohibited unless and until the Board of Public Service, the Port Commission and the Board of Aldermen of the City of St. Louis approves such action. Failure to obtain such approvals before taking any such action shall be considered a breach of this Lease. If such action is so approved, all parts of this Lease are binding on any sublessee, assignee, successor, or new or modified corporate entity.

15. This Lease may be canceled at the option of the City, in the City's sole discretion, if, at any time during the Term of this Lease, the person or persons who on the date of execution of this Lease owns or own a majority of the Lessee's voting shares of stock, ceases or cease to own a majority of such shares, except if such change in ownership is the result of transfer(s) by inheritance, or the result of a public offering pursuant to the Securities and Exchange Act of 1934, as amended, or the result of merger of the Lessee into or consolidation with another corporation.

This Lease may be canceled at the option of the City, in its sole discretion, if the Lessee sells a majority of or all of the assets of the Lessee without Board of Public Service and Port Commission approval, which approval shall not be unreasonably withheld. If sale, transfer or assignment of Lessee's stock is approved, all parts of this Lease are binding on the purchaser, transferee or assignee. If the approvals described in this Section are obtained with respect to an action described in this Section, or if no such approvals are required with respect to an action described in this section, all parts of this Lease are binding on any sublessee, assignee, or new or modified corporate entity.

16. The Lessee agrees not to erect any barrier, fence or supporting structures or store any materials on the Floodwall itself or within twenty-five (25) feet of either side of the Floodwall. Notwithstanding any other provision of this Lease, the City and any lawfully designated agent or representative of the City shall retain the right to enter onto any portion of the Leased Premises and to alter any portion of the Leased Premises as may be reasonably necessary to install, inspect, maintain or repair the Floodwall and relief wells whenever the City or its lawfully designated agent or representative deems necessary, in the City's sole discretion. Lessee shall not alter or modify any portion of the Leased Premises that lay within fifty (50) feet of any Floodwall or relief well without the express written consent of the President of the Board of Public Service.

17. Any payment due pursuant to this Lease which is not timely paid shall be delinquent and shall bear interest from the date due at prime rate plus two (2) percent. Prime rate shall be that average rate as established by U.S. Bank N.A. or Bank of America N.A., or any successors or assigns of such Banks.

18. The Lessee shall not store, or allow the storage of, any garbage or trash on the Leased Premises or mooring area. Further, Lessee shall ensure that Lessee, Lessee's customers, and employees and/or guests of Lessee do not throw trash or any articles or materials of any sort whatsoever into the river or onto any portion of the Wharf, mooring area, or Leased Premises. Lessee shall be responsible for enforcing this prohibition. Lessee shall also be responsible for ensuring that the Leased Premises and the adjoining river are at all times neat and free of all trash, rubble, and debris, regardless of whether or not such trash, rubble, and debris was deposited by Lessee. The Lessee shall enforce this clause on any craft or vehicle servicing, or being serviced by, the Lessee. Lessee's failure to abide by the provisions of this section shall be considered a breach of this Lease.

The Lessee shall have responsibility for the housekeeping on the Improved Wharf immediately in front of the mooring area and Leased Premises. Failure to maintain this area as required by this Lease or to abide by any other City ordinances shall result in the cancellation of this Lease upon approval by the Board of Public Service and the Port Commission.

19. Upon execution of this Lease, the Lessee shall, at his own expense, have this Lease recorded by the City's Recorder of Deeds.

20. **EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES.** Regarding any contract for work in connection with the improvement of any property included in the Leased Premises, the Lessee (which term shall include Lessee, any designees, successors and assigns thereof, any entity formed to implement a project in which the Lessee has a controlling interest), and Lessee's contractors and subcontractors shall include a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination, and with all Executive Orders of the Mayor of the City St. Louis addressing participation by Minority Enterprises ("MBEs") and Women Business Enterprises ("WBEs") in City-assisted work. The Lessee and its contractor(s) shall not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or Executive Orders.

Further, Lessee agrees, for itself and for its successors and assigns, that Lessee shall not discriminate in any way on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of the Leased Premises or any improvements erected or to be erected in or on the Leased Premises or any part thereof. Further, Lessee agrees, for itself and for its successors and assigns, to include covenants in each and every contract entered into by Lessee with respect to the improvement or operation of the Leased Premises to ensure such discrimination by any of Lessee's contractors is prohibited. The non-discrimination provisions embodied in this Section shall run with the land and shall be enforceable by the Port Commission, by the City, and by the United States of America, as their interests may appear. Lessee agrees that, if the improvement and use of the Leased Premises creates permanent jobs, it shall enter into a First Source Referral Agreement with the Saint Louis Agency on Training and Employment and the Port Commission for referral of Jobs Training Partnership Act-eligible individuals. Said Referral Agreement shall specify the number and types of jobs to be covered by the Referral Agreement, the target date for referrals to begin, and the procedure for referral.

21. On or within thirty (30) days before or after January 1 of each year, Lessee must present to the Port Commission a marine survey by a qualified marine engineer, acceptable to the Port Commission, attesting to the safety of all of the facilities operated by Lessee on, at or in the Leased Premises. Lessee's failure to provide such survey and/or failure of the survey to unequivocally assert that all such facilities are safe shall be considered a breach of this Lease.

22. All vessels must be moored in line parallel to the Floodwall and all mooring activities shall be conducted only pursuant to and shall comply in all respects with all applicable permits.

23. No auxiliary craft shall be moored to any craft or vessel subject to this Lease except for clear and explicit emergency public safety reasons, except as expressly permitted by the Coast Guard and Army Corps of Engineers, and except temporarily for maintenance purposes. Maintenance craft may be moored to another craft or vessel only during the actual time period when maintenance is taking place.

24. After notice to the Board of Public Service and the Port Commission, after submission to the Board of Public Service and the Port Commission of drawings and specifications signed and sealed by a licensed marine engineer, and after issuance of all applicable permits from all applicable City, state and federal regulatory agencies, Lessee shall have the right to install, or modify the installation or use of, deadmen and mooring cells on the bank adjacent to Lessee's mooring area and Leased Premises in accordance with said signed and sealed drawings and specifications and permits. Installations in existence on the date hereof shall be permitted to remain, but any and all modifications or replacement of such installations shall be subject to the requirements of this section.

Lessee shall have the right to ingress and egress to the mooring facilities over the land between the Floodwall and the Leased Premises.

25. Lessee accepts the property in "as is" condition, and, except as otherwise expressly stated elsewhere in this Lease, without any express or implied warranties of suitability, merchantability, fitness for a particular purpose or environmental fitness. The City and the Port Commission have made no representations or warranties, express or implied, and explicitly disclaims the same, concerning the absence of any pollution, contamination, Hazardous Material, Infectious Waste, Solid Waste, underground storage tanks, or hazardous building materials in, on or about the Lease Premises or its improvements, except as may be specifically and expressly stated elsewhere in this Lease.

26. Lessee shall not remove any underground or aboveground storage tanks located on the Leased Premises without first obtaining the written consent of the Port Commission, which consent shall not be unreasonably withheld. Any such removal shall be performed in accordance with any and all applicable laws, regulations and ordinances. During the term of this Lease or any extension thereto, Lessee shall not abandon an underground or aboveground storage tank in place, and Lessee shall remove or replace or repair any such tank within ninety (90) days of any discontinuation of use. Lessee shall not install any underground or aboveground storage tanks on the Leased Premises without first obtaining the permission of the Port Commission. Unless specifically stated elsewhere in this Lease, the Port Commission shall have absolute discretion to approve or deny a request by Lessee to install a new underground or aboveground storage tank. Notwithstanding the foregoing provision, where the Lessee proposes to replace an existing underground or aboveground storage tank with a new tank, the Port Commission shall not unreasonably withhold permission therefor.

27. Lessee must obtain the explicit written permission of the Port Commission prior to applying to an agency or agencies of the state and/or federal governments for a permit or license to:

- (1) treat, store or dispose of Hazardous Material(s);
- (2) treat, store or dispose of waste Oil;
- (3) treat, store, process, manage, recycle or dispose of Solid Waste(s);
- (4) operate a waste tire site or waste tire processing facility; or
- (5) manufacture Hazardous Material(s);

on all or any portion of the Leased Premises. Further, Lessee shall not apply for a permit or license to allow it to place, nor shall Lessee place, any fill or dredged material into the waters of the United States or tributaries thereof which are adjacent to or on the Leased Premises without first obtaining the explicit written approval of the Port Commission therefor. The Port Commission may, in its absolute and unfettered discretion, grant or deny approval for any activity referenced in this Section. Should the Port Commission deny permission for any such activity, Lessee shall abandon plans for such activity on, in or at the Leased Premises and shall not conduct such activity on, in or at the Leased Premises unless and until the Port Commission grants express written approval for such activity.

28. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the City free of any and all Hazardous Material, Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product (s) or waste (s) stored in underground and aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the

expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

29. Lessee shall, with respect to its use of the Leased Premises, periodically furnish the Port Commission with satisfactory proof that it is in full compliance with any and all federal and/or state laws and regulations and City ordinances relating to or concerning air quality, water quality, noise, hazardous or toxic materials, hazardous wastes, infectious wastes, solid wastes, underground storage tanks and hazardous building materials. Further, Lessor shall have the right to inspect any and all portions of the Leased Premises, including facilities or vehicles located thereon, at any time during normal business hours or at any time if Lessor has reason to believe that a violation of any federal or state law or City ordinance has occurred or is about to occur. Should Lessee fail to comply with this provision, the City, after reasonable notice, may terminate this Lease.

30. During the term of this Lease and any extension thereof, Lessee shall be prohibited from conducting gaming activities on, within or from the Leased Premises or mooring area, or on, within or from any vessel or other facility moored within the Leased Premises or mooring area, and Lessee shall be prohibited from taking any action (including, without limitation, application for a Gaming License, application for appropriate zoning classification, or any other action of any kind or nature) which is in any way related to any possible use of the mooring, docking or other rights granted to Lessee herein for gaming purposes of any kind, without the prior express written consent of the City and Port Commission.

31. The terms and conditions of this Lease shall be binding on Lessee's heirs, successors and assigns.

32. No expiration or early termination of this Lease shall relieve Lessee of its liability and obligations under this Lease, and such liability and obligations shall survive any expiration or early termination. In the event of any such expiration or early termination, whether or not the Leased Premises or any part thereof shall have been relet, Lessee shall continue to pay to the Lessor the Base Rental and all other sums, amounts and charges required to be paid by Lessee during the Term of this Lease.

Except as otherwise expressly provided herein, this Lease and the rights of Lessor and the obligations of Lessee hereunder shall not be affected by: (i) any damage to or theft, loss or destruction of any of the Leased Premises, (ii) any default on the part of Lessee hereunder or under any Note, Mortgage, Assignment or any other agreement, (iii) any latent or other defect in any of the Leased Premises, (iv) any violation of any provision of this Lease by Lessor, (v) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding affecting, Lessee, (vi) the exercise of any remedy, including foreclosure, under any Mortgage or Assignment, (vii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Lessee, any trustee, receiver or liquidator of Lessee or any court under the Federal Bankruptcy Code or otherwise, (viii) market or economic changes, or (ix) any other cause, whether similar or dissimilar to the foregoing, any present or future Law to the contrary notwithstanding.

In the event that either (a) Lessee's business fails to operate for any reason for any period in excess of ninety (90) days and Lessee fails to use due diligence to resume its operations, or (b) Lessee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Lessee's due diligence, Lessor may terminate this Lease at the end of either such period. In the event that Lessee or any corporate entity or individual holding a majority of control over Lessee declares bankruptcy, Lessor may terminate this Lease unless such termination is expressly prohibited by a court of law.

33. This Lease, including any exhibits and this Appendix in their collective entirety, includes all the covenants and agreements between the Lessor and Lessee. This Lease and its exhibits and this Appendix can be changed, renewed, or extended only by amendment in writing signed by Lessor and Lessee and approved by the Port Commission and Board of Public Service, and only when such amendment is authorized by an ordinance enacted for that purpose. In no event shall the lease of wharf property be extended to cover a period of time exceeding a total of twenty-five (25) years as provided by City Charter Article I, Section 1(16).

**Approved: February 23, 2012**

**ORDINANCE #69098**  
**Board Bill No. 249**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in the westernmost 100 foot portion of the 15-20 foot wide east/west alley City Block 4906-A as bounded by Waterman, Lake, Portland Place(private) and Union and also known as Portland Court in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

Part of a 15 foot wide and 20 foot wide east/west alley lying south of "The Oxford Condominium" as per plat thereof recorded in Plat Book 46, Page 9 of the City of St. Louis Records and in City Block 4906-A in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the northwestern corner of said City Block 4906-A and "The Oxford Condominium", said point being the intersection of the easterly line of Union Boulevard, 100 feet wide, with the southerly line of Waterman Boulevard, 80 feet wide; thence along the southerly line of said Waterman Boulevard south 83 degrees 00 minutes 00 seconds west, 251.79 feet to the northeastern corner of said "The Oxford Condominium"; thence along the easterly line of said "The Oxford Condominium" south 06 degrees 52 minutes 12 seconds west, 180.83 feet to the northerly line of said 15 foot wide alley and the true point of beginning of the tract of land herein described; thence along the southerly prolongation of the easterly line of said "The Oxford Condominium", south 06 degrees 52 minutes 12 seconds west, 15.00 feet to the southerly line of said 15 foot wide alley; thence along the southerly line of said 15 foot wide and 20 foot wide alley, north 83 degrees 00 minutes 00 seconds west, 100.00 feet to the westerly line of said 20 foot wide alley; thence along the westerly line of said alley, north 06 degrees 52 minutes 12 seconds east, 20.00 feet to the northerly line of said alley; thence along the northerly line of said alley, south 83 degrees 00 minutes 00 seconds east, 50.00 feet to an angle point; thence south 38 degrees 03 minutes 54 seconds east, 7.08 feet to the northerly line of said 15 foot wide alley; thence along the northerly line of said alley, south 83 degrees 00 minutes 00 seconds east, 45.00 feet to the true point of beginning, according to Survey Number 186407, executed by James Engineering & Surveying Company, Inc. during the month of January, 2005 and containing 1,762.5 square feet, more or less.

are, upon the conditions hereinafter set out, vacated.

**SECTION TWO:** Petitioners are St. Louis/Oxford Condominium Association, Inc. and Albert and Paige J. Watkins. Area vacated will be used to consolidate property.

**SECTION THREE:** All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

**SECTION FOUR:** The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

**SECTION FIVE:** The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

**SECTION SIX:** The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and

approved by such Board prior to construction.

**SECTION SEVEN:** The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

**SECTION EIGHT:** In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

**SECTION NINE:** This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as effected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

**SECTION TEN:** An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

**Approved: February 23, 2012**

**ORDINANCE #69099**  
**Board Bill No. 253**

An ordinance renewing the Gardenside Subdivision Special Business District pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, setting its boundaries, tax rate, initial rate of levy subject to the approval of the qualified voters, bonding authority, and uses to which tax revenue may be put; creating a board of commissioners; and containing severability, effectiveness, and emergency clauses.

**WHEREAS**, the Gardenside Subdivision Special Business District was established by the qualified voters residing within the boundaries of such district on August 6, 2002; and

**WHEREAS**, the Gardenside Subdivision Special Business District was continued by the qualified voters residing within the boundaries of such district on November 7, 2006; and

**WHEREAS**, said public hearing, duly noticed, was held at 9:00 a.m. on February 13, 2012 by the 2011-2012 Committee on Ways & Means of the Board of Aldermen; and

**WHEREAS**, this Board of Aldermen hereby finds that the renewal of the Gardenside Subdivision Special Business District is in the best interest of the City of St. Louis and that the property owners and tenants of said area and the public in general will benefit by the renewal of said Special Business District and the continuation of the level of services and improvements provided by the proposed additional tax revenues from said district;

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

**SECTION ONE.** The "Gardenside Subdivision Special Business District" (hereinafter referred to as the "District"), is hereby renewed for the area of the City described as follows:

Beginning at the intersection of the center lines of Kingshighway Boulevard and Interstate 44; thence eastwardly along the center line of said interstate to its intersection with the centerline of Tower Grove Avenue; thence southwardly along the centerline of said avenue to the intersection of the centerline of Magnolia Avenue; thence westwardly along the centerline of said avenue to the intersection of the centerline of Kingshighway Boulevard; thence northwardly along the centerline of said boulevard to the point of its beginning.

**SECTION TWO.** Taxes for the District shall be assessed and collected as follows:

A. For the purpose of paying for costs and expenses incurred in the establishment and operation of the District, the provision of services and facilities and improvements authorized in Sections Five and Six of this ordinance, and incidental to the leasing, construction, acquisition and maintenance of any improvements authorized herein or for paying principal and interest on bonds or notes authorized for the construction or acquisition of any said improvement, there may be imposed a tax upon all real property within the District which shall not exceed eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation, subject to the provisions of Section Nine. Such tax shall be imposed during the 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 tax years only subject to the renewal of such tax by the qualified voters of the District pursuant to the procedure set forth in Section 71.800 RSMo.

B. If the proposition submitted to the qualified voters residing in the District receives in its favor the votes of the majority of the qualified voters voting at the election conducted pursuant to Section Nine, the initial rate of levy which shall be imposed upon real property within the District shall be eighty-five cents (\$.85) on the one hundred dollars (\$100.00) assessed valuation.

C. Real property subject to partial tax abatement under the provisions of Chapter 353, R.S.Mo., shall, for the purpose of assessment and collection of ad valorem real estate taxes levied under the District, be assessed and ad valorem real estate taxes shall be collected upon the same assessed value on which its ad valorem real estate taxes and payment in lieu of taxes are based in the Ordinance adopted by the City of St. Louis approving the development plan of any such corporation and authorizing tax abatement; provided, however, that the owners at such real property are strongly encouraged to make additional equitable, annual donations to the District in lieu of the additional District taxes.

D. The levy shall not be imposed upon real property exempt from ad valorem real estate taxes because of charitable, religious, educational or other public or private uses; provided, however, that the owners of such real property are strongly encouraged to make equitable, annual donations to the District in lieu of District taxes.

E. The tax provided for by this ordinance shall be collected by the Collector of Revenue and held in a special account to be used only for all purposes authorized hereunder, as provided by law.

F. If the District for any reason is dissolved, all delinquent taxes collected after the date of dissolution shall be credited and forwarded to the general fund of the City of St. Louis after all debts of the District, if any, are discharged.

**SECTION THREE.** For the purposes of paying costs and expenses to be incurred in the acquisition, construction, improvement, expansion and/or maintenance of any facilities of the District, the District may incur indebtedness and issue bonds or notes for the payment thereof under the terms of, and subject to, the requirements set forth by law.

**SECTION FOUR.** There shall be a Board of Commissioners to administer the District. The Board of Commissioners shall be selected as follows:

A. Membership: The Board of Commissioners shall consist of seven (7) members, and shall be appointed by the Mayor with the advice and consent of the Board of Aldermen, of whom five (5) members shall be owners of real property within the District or their representatives and two (2) members shall be renters within the District or their representatives; provided, however, that no employee or elected official of the City of St. Louis shall be a member of the Board of Commissioners.

B. Term of Office: Each member of the Board of Commissioners shall serve for a four (4) year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.

C. Initial Members and Terms: The initial members shall be appointed for the terms set forth as follows: one (1) member shall be appointed for a term expiring December 31, 2003; two (2) members shall be appointed for a term expiring December 31, 2004; two (2) members shall be appointed for a term expiring December 31, 2005; and two (2) members shall be appointed for a term expiring December 31, 2006.

D. Removal: The Mayor with approval of the Board of Aldermen may remove any member of the Board of Commissioners for misconduct or neglect of duty upon written charges and after a public hearing.

E. Vacancies: Vacancies on the Board of Commissioners, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported in writing to the Mayor by the Board of Commissioners. The vacancy shall be filled in like manner as an original appointment no later than thirty (30) days after the date of said report to the Mayor. Appointments to fill vacancies shall be for the unexpired portion of a term only.

F. Compensation: The members of the Board of Commissioners shall serve without compensation of any kind.

**SECTION FIVE.** All District revenues collected hereunder by the Collector of Revenue, except for those revenues expended for the necessary costs of the establishment and administration of the District, and for collection fees for tax revenue collected hereunder, may be used to carry out any and all of the following improvements, services and activities of the District:

A. To provide special police and/or security facilities, equipment, vehicles and/or personnel for the protection and enjoyment of the property owners and the general public within the District;

B. To construct, install, improve and/or maintain useful, or necessary, or desired, security related improvements;

**SECTION SIX.** The District shall have all the powers necessary to carry out any and all activities and improvements authorized by law and may:

A. Cooperate with any public agencies and with any industry or business located within the District in the implementation of any project within the District;

B. Enter into any agreement with the City, any other public agency, any person, firm, or corporation to effect any of the provisions contained in Sections 71.790 through 71.808 R.S.Mo.;

C. Contract and be contracted with, sue and be sued and provide for insurance of all projects and property owned or managed by the District and for insurance covering all members of the Board of Commissioners and employees and agents of the District, providing for coverage of such risks and with such limits as the Board of Commissioners may deem proper;

D. Accept gifts, grants, loans or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships, or corporations; and

E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as the Board of Commissioners may deem advisable; the District may also contract with independent contractors for any such assistance.

**SECTION SEVEN.** A. Annual Budget. The Board of Commissioners shall file with the Board of Aldermen an annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year, not later than the first day of November each year; provided, however, that no such proposed annual budget shall be filed with the Board of Aldermen until after the date the Board of Commissioners conducts a public hearing within the District on any such proposed annual budget. Notice of any such public hearing shall be published at least ten (10) days prior to the hearing in a daily, twice-weekly, weekly or bi-weekly newspaper of general circulation within the District; and provided further, that in addition to showing the time, date and place of the hearing, the notice shall also show the complete proposed annual budget. The Board of Commissioners shall not expend any funds collected by the Collector of Revenue inconsistent with or until an annual budget for the expenditure of such funds is approved by the Board of Aldermen by Resolution. If the Board of Aldermen does not act on said budget by Resolution within thirty (30) days of its filing, said budget will presume to have been approved by the Board of Aldermen.

B. Annual Report. The Board of Commissioners shall also file an annual report with the Board of Aldermen, which shall set forth the programs, revenues and expenditures of the District for the previous calendar year, not later than the first day of March each year.

**SECTION EIGHT.** The City shall not decrease the level of municipally funded services in the District existing prior to the creation of the District, unless the services at the same time are decreased throughout the City, nor shall the City discriminate in the provision of new municipally funded services between areas included in the District and areas not so included.

**SECTION NINE.** The tax levy authorized in Section Two shall not be effective unless and until the following proposition, submitted to the qualified voters residing in the District at a special election in the District to be held on August 7, 2012, shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition. Said proposition shall be in substantially the following form:

OFFICIAL BALLOT

Shall a tax not to exceed \$.85 per \$100.00 valuation be renewed and continued for the tax years, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Gardenside Subdivision Special Business District as defined in Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_ ( Board Bill No. ---) for the purposes as set forth in said Ordinance?

\_\_\_ YES

\_\_\_ NO

**SECTION TEN.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of competent jurisdiction, such portion shall be deemed and is hereby declared to be separate, distinct and independent provisions of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

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

**Approved: March 6, 2012**

**ORDINANCE #69100  
Board Bill No. 254**

An ordinance submitting to the qualified voters residing in the Gardenside Subdivision Special Business District as designated in Ordinance No. 69099, approved March 6, 2012 a proposal to renew and continue the levy a tax on the real property located in said district; submitting said proposal to the voters of said district at an Election on August 7, 2012; and containing an emergency clause.

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

**SECTION ONE.** The following proposition is hereby submitted to the qualified voters residing in the Gardenside Subdivision Special Business District, as designated in Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, 2012, (Board Bill No.----) and shall be voted upon at the election to be held as hereinafter provided. The proposition shall read substantially in words and figures as follows:

Shall a tax not to exceed \$.85 per \$100.00 valuation be renewed and continued for the tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Gardenside Subdivision Special Business District as defined in Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, 2012, ( Board Bill No. ---) for the purposes as set forth in said Ordinance?

**SECTION TWO.** The foregoing proposition shall be submitted to qualified voters residing in the Gardenside Subdivision Special Business District at a special election in said District to be held on Tuesday, August 7, 2012. If the proposition shall receive in its favor the votes of the majority of the qualified voters voting at said election for or against said proposition, the tax as set forth within said proposition shall be authorized and adopted and become part of the laws of the City of St. Louis from the date of said election. The qualified voters may, at such election, vote a ballot substantially in the following form:

OFFICIAL BALLOT

Shall a tax not to exceed \$.85 per \$100.00 valuation be renewed and continued for the tax years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 on all real property located in the Gardenside Subdivision Special Business District as defined in Ordinance No. \_\_\_\_\_, approved 2012, (Board Bill No.---) for the purposes as set forth in said Ordinance?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

**SECTION THREE.** Notice of the election on such proposition shall be published and said election shall be conducted in the manner provided by law.

**SECTION FOUR.** Immediately upon the passage and approval of this Ordinance, the City Register shall certify a copy

thereof to the Board of Election Commissioners for the City of St. Louis for action and proceedings by said Board in accordance herewith and as required by law.

**SECTION FIVE.** This being an ordinance calling and providing for an election and vote by the people and fixing a tax rate, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

**Approved: March 6, 2012**

**ORDINANCE #69101  
Board Bill No. 260**

An Ordinance authorizing and directing the Sheriff of the City of St. Louis, on behalf of the Mayor and the City of St. Louis, to enter into and execute a Grant Agreement with the Missouri Department of Public Safety, to fund the Deputy Sheriff Salary Supplementation Program, upon approval of the Board of Estimate and Apportionment, and to expend funds by entering into contracts or otherwise for grant purposes and containing an emergency clause.

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

**SECTION ONE.** The Mayor and the Sheriff of the City of St. Louis, are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement the Missouri Department of Public Safety to fund the Program.

**SECTION TWO.** The Sheriff of the City of St. Louis is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement, totaling \$130,016.63, in a manner that is consistent with the provisions of said Agreement, a copy of which is attached hereto and shall become part of the ordinance.

**SECTION 3.** Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)  
2011 AWARD OF CONTRACT**

Contractor Name: <b>St. Louis City, Sheriff's Office</b>		
Contract Period: <b>1/1/2012 to 6/30/2012</b>	State Funds Awarded: <b>\$130,016.63</b>	Contract Number: <b>2012-0855F-069</b>

Award is hereby made in the amount and for the period shown above to the above-mentioned Contractor. This award is subject to compliance with the general conditions governing grants and contracts, as well as, any attached Certified Assurances. This award is also subject to compliance with all current applicable federal and state laws, regulations and guidelines.

The undersigned hereby certify acceptance of the above-described contract on the terms and conditions specified or incorporated by reference above and herein, including those stated in the contract application.

Mayor Francis Slay  
 Contractor Authorized Official Name: \_\_\_\_\_  
*Francis S. Slay*  
 Contractor Authorized Official Signature Date: 12-29-11

Sheriff James Murphy  
 Contractor Project Director Name: \_\_\_\_\_  
*James Murphy*  
 Contractor Project Director Signature Date: 12-23-2011

This contract shall be in effect for the duration of the contract period stated herein, and funds shall become available on the award date with the signed return of this form to the Missouri Department of Public Safety and the signature of the MOSSMART Board Chair.

*[Signature]*  
 MOSSMART Board Chair Signature Date: 01/01/2012

**DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF)  
2011 CERTIFIED ASSURANCES**

<b>Contractor:</b>	St. Louis City, Sheriff's Office
<b>Contract Number:</b>	2012-DSSSF-058

The Contractor hereby assures and certifies compliance with all the following certified assurances:

1. The Contractor assures that it shall comply with the applicable provisions of the 2011 DSSSF Solicitation and other applicable state statutes or regulations.
2. The Contractor understands the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) is the awarding body of the DSSSF program funds and the Missouri Department of Public Safety (MO DPS) is the administering body of the DSSSF program funds, providing financial and monitoring oversight.
3. The Contractor understands applications for the 2011 DSSSF program funds were submitted on paper but that all correspondence and reports will be managed via the online WebGrants grants management system maintained by the Missouri Department of Public Safety. These correspondence and reports shall include, but not be limited to, Claims, Status Reports, Contract Adjustments, Correspondence, Attachments, and other required documentation as required by the contract.
4. **Availability of Funds:** The Contractor understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.
5. **Allowable Costs:** The Contractor understands that only allowable and approved contract expenditures will be reimbursed from the DSSSF award. These monies may not be utilized to pay debts incurred by other activities. The Contractor agrees to obligate funds no later than the last day of the contract period.
6. **Contract Adjustments:** The Contractor understands that any deviation from the approved contract must have prior approval from the MoSMART Board and/or Missouri Department of Public Safety. No additional funding shall be awarded to a Contractor but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Contract Adjustment in the online WebGrants grants management system, which can be accessed at <https://dpsgrants.dps.mo.gov>.
7. **Validity of Costs:** The Contractor understands in the event a position is determined to be unauthorized or ineligible based on the review criteria set by the MoSMART Board or the program guidelines in general, or if it is determined supplanting is an issue with a position(s), the Contractor understands it must return funds dispersed on behalf of the unauthorized, ineligible, or supplanted position under the said contract.
8. **Reporting Requirements:** The Contractor agrees to complete and submit any reports required for this program, to include, but not limited to: monthly Claim reports to request reimbursement of supplemental salary and fringe benefits and a semi-annual Status Reports to provide data and feedback. Failure to submit reports by the deadline dates may result in delay for reimbursement requests.
9. **Monitoring:** The Contractor agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Contractor assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Contractor assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.

10. **Non-Supplanting:** The Contractor assures that state DSSSF grant funds made available under this contract will not be used to supplant other state or local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
11. **Audit:** The Contractor agrees to comply with the guidelines set forth by the Missouri Department of Public Safety regarding audit requirements, which states: "if an organization expends \$250,000 or more in state funds in the organization's year, the organization shall have an organization-wide, independently performed audit". The audit should be in accordance with "Government Auditing Standards" covering financial audits. Audits shall be conducted with reasonable frequency, usually annually, but not less frequently than every two years. A copy of such audit or financial statement must be forwarded to the Missouri Department of Public Safety.
12. **Unlawful Employment Practices:** The Contractor assures compliance with section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
13. **Discrimination in Public Accommodations:** The Contractor assures compliance with section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
14. **Employment of Unauthorized Aliens:** Pursuant to section 285.530.1 RSMo, the Contractor assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with sections 285.525 to 285.550 RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530 RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

15. **Peace Officer Certification:** the Contractor assures that its law enforcement agency is in full compliance with Sections 590.100 to 590.180, RSMo relating to peace officer certification. Section 590.180 RSMo, subsection 2 requires that, "Any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 or who is otherwise in violation of any provision of section 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety, or criminal justice purposes."
16. **UCR/Racial Profiling Reports:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 43.505 RSMo relating to uniform crime reporting and section 590.650 RSMo relating to racial profiling.
17. **Federal Seizure Audit:** the Contractor assures that its law enforcement agency is in compliance with the provisions of section 513.653 RSMo regarding the need to acquire an independent audit of federal seizures and the proceeds received therefrom. The Contractor also agrees to forward a copy of such to the Missouri Department of Public Safety and the Missouri State Auditor's Office.
18. **Custodial Interrogations:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 590.700 RSMo relating to the adoption of a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.

- 19. **DWI Law:** the Contractor assures that its law enforcement agency is in full compliance with the provisions of section 577.005 RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503 RSMo.
- 20. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the MoSMART Board Chair.
- 21. **Enforceability:** If a Contractor fails to comply with all applicable state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state laws.
- 22. **Fund Availability:** It is understood and agreed upon that, in the event funds from state sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
- 23. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the MoSMART Board or Missouri Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the MoSMART Board and Missouri Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the MoSMART Board or Missouri Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the MoSMART Board and Missouri Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the MoSMART Board and Missouri Department of Public Safety will result in the forfeiture of such a renewal option.
- 24. **Termination of Award:** The MoSMART Board and Missouri Department of Public Safety reserve the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the contractor of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the contractor under the contract shall, at the option of the MoSMART Board, or Missouri Department of Public Safety become property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

**The Applicant Authorized Official and Applicant Project Director hereby certifies, by signature, the terms and conditions specified or incorporated by reference herein, including those stated in the funding opportunity solicitation.**

Mayor Francis Slay

Contractor Authorized Official Name

Francis G. Slay  
Contractor Authorized Official Signature

12-29-11  
Date

Sheriff James Murphy

Contractor Project Director Name

James W. Murphy  
Contractor Project Director Signature

12-23-2011  
Date

# Missouri Department of Public Safety

## Grant Details

**04312 - 2011 DSSSF**  
**05617 - Deputy Sheriff Salary Supplementation Fund**  
**Deputy Sheriff Salary Supplementation Fund (DSSSF)**

<b>Grant Title:</b>	Deputy Sheriff Salary Supplementation Fund		
<b>Grant Number:</b>	2012-DSSSF-058		
<b>Grant Status:</b>	Suspended		
<b>Comments:</b>			
<b>Applicant Organization:</b>	St. Louis City, Sheriff's Office		
<b>Grantee Contact:</b>	Wendy Rohrbach		
<b>Award Year:</b>	2012		
<b>Program Area:</b>	Deputy Sheriff Salary Supplementation Fund (DSSSF)		
<b>Amounts:</b>			
<b>Contract Dates:</b>	12/22/2011	01/03/2012	
	Contract Sent	Contract Received	Contract Executed
<b>Project Dates:</b>		01/01/2012	06/30/2012
	Proposal Date	Project Start	Project End
<b>Grant Administrator:</b>			

## Contact Information

### Authorized Official

*The Authorized Official is the individual that has the ability to legally bind the applicant agency in a contract (e.g. Presiding Commissioner, Mayor, City Administrator, University President, State Department Director).*

<b>Name:*</b>	Mayor	Francis	Slay
	Title	First Name	Last Name

**Job Title:** Mayor

**Agency:** St. Louis City

**Mailing Address:** 1320 Market Street

Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.

**Street Address 1:**

If a PO Box is entered on the Mailing Address line, enter the physical street address here.

**Street Address 2:**

<b>City/State/Zip:*</b>	St. Louis	Missouri	63103
	City	State	Zip

**Email:** slayf@stlouiscity.com

**Phone:\*** 314-622-3201

Ext.

**Fax:** 314-622-4061

### Project Director

*The Project Director is the individual that will have direct oversight of the proposed project. If the project agency is a law enforcement agency, the Project Director must be the Chief, Sheriff, or Director of Public Safety.*

<b>Name:*</b>	Sheriff	James	Murphy
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**Job Title:** Sheriff  
**Agency:** St. Louis Sheriff's Office  
**Mailing Address:** 10 N. Tucker Blvd., 8th Floor  
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.  
**Street Address 1:** If a PO Box is entered on the Mailing Address line, enter the physical street address here.  
**Street Address 2:**  
**City/State/Zip:\*** St. Louis Missouri 63101  
City State Zip  
**Email:** jmurphy@courts.mo.gov  
**Phone:\*** 314-622-4131  
**Fax:** 314-622-4839 Ext.

**Fiscal Officer**

*The Fiscal Officer is the individual who has responsibility for accounting and audit issues at the applicant agency level (e.g. City Clerk, County Treasurer, Director of Finance).*

**Name:\*** Mr. Larry Williams  
Title First Name Last Name

**Job Title:** Treasurer  
**Agency:** St. Louis City Treasurer's Office  
**Mailing Address:** 133 S. 11th Street  
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.  
**Street Address 1:** If a PO Box is entered on the Mailing Address line, enter the physical street address here.  
**Street Address 2:**  
**City/State/Zip:\*** St. Louis Missouri 63101  
City State Zip  
**Email:** wendy.rohrbach@courts.mo.gov  
**Phone:\*** 314-622-3434  
**Fax:** 314-622-6484 Ext.

**Officer in Charge (if applicable)**

*The Officer in Charge is the individual that will act as the supervisor or commander of the proposed project, if different than the Project Director listed above. This individual will be the primary contact for day-to-day questions regarding the grant project and operations.*

**Name:** Ms. Wendy Rohrbach  
Title First Name Last Name

**Job Title:** Payroll Clerk  
**Agency:** St. Louis City Sheriff's Office  
**Mailing Address:** 1114 Market St., Rm #112  
Enter a PO Box where applicable. If a PO Box is not applicable, enter the physical street address.  
**Street Address 1:** If a PO Box is entered on the Mailing Address line, enter the physical street address here.  
**Street Address 2:**  
**City/State/Zip:** St. Louis Missouri 63101  
City State Zip  
**Email:** wendy.rohrbach@courts.mo.gov  
**Phone:** 314-622-3713  
**Fax:** 314-622-4839 Ext.

**SHERIFF'S DSSSF GRANT 2012-DSSSF-058**

**JANUARY 1, 2012 THROUGH JUNE 30, 2012**

**FUND: 1168                      CENTER:                      3151000**

<b>Account Name</b>	<b>Account Number</b>	<b>Amount</b>
Regular Salaries	5101000	104,400.00
FICA/Medicare	5136000	7,986.60
Emp Retirement	5138000	13,258.80
ERS - Debt Contr	5138100	2,349.00
Life Insurance	5142000	341.39
W/C Ins & Admin	5147000	1,252.80
Reserv for 27th pay	5197000	428.04
<b>Total Appropriation</b>		<b>130,016.63</b>

Grant Details

Personnel

Name	Title	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Adam Burrow	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Alberti Ruthann	Lieutenant	FT	\$100.00	6.0	\$600.00
Alexandra McLafferty	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Alice Nicolas	Senior Deputy	FT	\$100.00	6.0	\$600.00
Alphonso Hoppood	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Alphonso Pate	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Alvin Taylor	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Anita Boxa	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Anthony Evans	Senior Deputy	FT	\$100.00	6.0	\$600.00
August Buttice	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Barbar Unger	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Barbara Chavers	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Benjamin Goins	Senior Deputy	FT	\$100.00	6.0	\$600.00
Brandon Helm	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Brendan McGahan	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Brian Jones	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Brian Pruellage	Senior Deputy	FT	\$100.00	6.0	\$600.00
Bruce Marren	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Chapelle Norise	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Charles Jones	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00

Grant Details

Personnel

NAME	TITLE	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Charles Roberson	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Charles Russo	Senior Deputy	FT	\$100.00	6.0	\$600.00
Charmise Bonds	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Chris Canava	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Christen Cullman	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Christopher Jones	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Claudine Peck	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Clifford Swan	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Cornelius Hogan	Senior Deputy	FT	\$100.00	6.0	\$600.00
Curtis Mayes	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Cynthia Wilkes	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Daniel Bridges	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Danielle Ehrhard	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Danny McGinnist	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Darlene Canava	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
David Ehrhard	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
David Gaither	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
David Mahanna	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
David Quigley	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Dawn Kehoe-Roop	Senior Deputy	FT	\$100.00	6.0	\$600.00

Grant Details

**Personnel**

Name	Title	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Denise Marnati	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Dennis Boyd	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Dennis McConnell	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Dennis Pogue	Lieutenant	FT	\$100.00	6.0	\$600.00
Donald Robinson	Sergeant	FT	\$100.00	6.0	\$600.00
Dorothy Hamilton	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Earlene Eckert	Senior Deputy	FT	\$100.00	6.0	\$600.00
Edward Linehan	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Elizabeth Bujnak	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Elizabeth Taylor-Smith	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Elizabeth Ventucci	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Eugene Hoffmann	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Felicia Davis	Senior Deputy	FT	\$100.00	6.0	\$600.00
Frank Parker	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Gary Griffin	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Gary Jackson	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Gary Vehlewald	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
George Duschler	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
George Harsley	Major	FT	\$100.00	6.0	\$600.00
Glenda Kartus	Senior Deputy	FT	\$100.00	6.0	\$600.00

Grant Details

Personnel

NAME	TITLE	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Gordon Schweitzer	Chief Executive Deputy	FT	\$100.00	6.0	\$600.00
Gregory Meyer	Senior Deputy	FT	\$100.00	6.0	\$600.00
Gushner Walker	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Howard Betts	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Jack Price	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
James Borisch Jr.	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
James Boyd	Senior Deputy	FT	\$100.00	6.0	\$600.00
James Buchanan	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
James Murphey	Senior Deputy	FT	\$100.00	6.0	\$600.00
Janelle Nichols	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Jeffrey Montlogomery	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
John Beine	Senior Deputy	FT	\$100.00	6.0	\$600.00
John Castellano	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
John Klupe	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
John Rice	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
John Torrez	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
John Tyra	Sergeant	FT	\$100.00	6.0	\$600.00
Johnnie Chester	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Jonathan Bock	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Jonathan Dowd	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00

Grant Details

Personnel

Name	Title	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Jordan Anger	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Joseph Bossi	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Joseph Butrice	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Joseph Galli	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Joseph Mancuso	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Joseph Mopkins	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Joseph Free	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Joseph Tator	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Joseph Wheeler	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Karen Gower	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Kathleen Steffen	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Kevin Meyer	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Kevin Williams	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Kyle Freshman	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Lauren Konsegliz	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Lester Stewart	Lieutenant	FT	\$100.00	6.0	\$600.00
Loretta Michaels	Sergeant	FT	\$100.00	6.0	\$600.00
Lynn Webbe	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Mark Lalumandier	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Mark Nesbitt	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00

Grant Details

Name	Title	Employment Status	Supplemental		Number of Months	Total Cost
			Salary per Month			
Martin Lamment	Captain	FT	\$100.00		6.0	\$600.00
Marvin Smith	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Mary Kehoe	Deputy Sheriff II	FT	\$100.00		6.0	\$600.00
Mehedin Silihu	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michael Barrett	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michael Brisson	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michael Cain	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michael Ceriotti	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michael Ciaramitaro	Deputy Sheriff II	FT	\$100.00		6.0	\$600.00
Michael Crawford	Sergeant	FT	\$100.00		6.0	\$600.00
Michael Dunn	Deputy Sheriff II	FT	\$100.00		6.0	\$600.00
Michael Gamache	Deputy Sheriff II	FT	\$100.00		6.0	\$600.00
Michael Guzy	Admin Aide	FT	\$100.00		6.0	\$600.00
Michael Harris	Deputy Sheriff II	FT	\$100.00		6.0	\$600.00
Michael Hudson	Sergeant	FT	\$100.00		6.0	\$600.00
Michael Martin	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michael Mathina	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Michelle Burklow	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00
Myrtle Shelton	Captain	FT	\$100.00		6.0	\$600.00
Nathaniel Friar	Deputy Sheriff I	FT	\$100.00		6.0	\$600.00

Grant Details

Personnel

Name	Title	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Neil Riley	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Nicholas Sarkis	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Paris Mosely (Reed)	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Patricia Hill	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Phillip Grippi	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Raymond Harris	Lieutenant	FT	\$100.00	6.0	\$600.00
Richard Green	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Richard Konsewicz	Senior Deputy	FT	\$100.00	6.0	\$600.00
Richard Phillips	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Richard Putney	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Richard Shelton	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Robert Harvey	Sergeant	FT	\$100.00	6.0	\$600.00
Roger Fitzgerald	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Rome Pisciotta	Senior Deputy	FT	\$100.00	6.0	\$600.00
Ronald Cartwright	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Ronald Cecil	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Ronald Jones	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Ross Genaro	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Russell Loughary Jr.	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Samson Duniap	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00

Grant Details

Personnel

Name	Title	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Samuel Haggard	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Sandra Atherton-Combs	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Scott Horan	Sergeant	FT	\$100.00	6.0	\$600.00
Shane Madden	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Shaun Gray	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Sherry Cashen	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Stanley Hoggood	Senior Deputy	FT	\$100.00	6.0	\$600.00
Stephen Berra	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Steven Campbell	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Tammy Hogan	Senior Deputy	FT	\$100.00	6.0	\$600.00
TBH	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
TBH	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Terrell Perry	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Theodore Stokes	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Timothy Nolan	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Thomas Gerrein	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Timothy Hall	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Timothy Hollman	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Tony Westbrook	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Tonya Patrick	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00

Grant Details

Personnel

Name	Title	Employment Status	Supplemental Salary per Month	Number of Months	Total Cost
Tyrone Williams	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Valerie Petty	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Vanessa Keys	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Vernon Anderson	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Walter Allen Jr.	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
Wayne Honer	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Wendy Rohrbach	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Wilbert Burns	Sergeant	FT	\$100.00	6.0	\$600.00
Wilbert Irbj	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
William Boyd	Senior Deputy	FT	\$100.00	6.0	\$600.00
William Cowley	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
William Hill	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Willie Clayborne	Deputy Sheriff II	FT	\$100.00	6.0	\$600.00
Yolanda Jones	Deputy Sheriff I	FT	\$100.00	6.0	\$600.00
					<b>\$104,400.00</b>

Personnel Benefits				
Category	Item	Salary	Rate	Total Cost
FICAMedicare	FICAMedicare	\$104,400.00	0.0765	\$7,986.60
				<b>\$7,986.60</b>
Other	Life Insurance	\$104,400.00	0.0033	\$341.39
Other	27th Pay reserve	\$104,400.00	0.0041	\$428.04
				<b>\$769.43</b>
Pension	Retirement Plan	\$104,400.00	0.127	\$13,258.80
Pension	Debt Contribution	\$104,400.00	0.0226	\$2,349.00
				<b>\$15,607.80</b>
Workers Comp	Workers Comp	\$104,400.00	0.012	\$1,252.80
				<b>\$1,252.80</b>
				<b>\$25,616.63</b>
<b>Total Budget</b>				
<b>Total Project Cost: \$130,016.63</b>				

Approved: March 6, 2012