

ORDINANCE #69784
Board Bill No. 64

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a Quit Claim Deed to AGC of St. Louis Education Foundation for certain City-owned property located in City Block 480, which property is known as 1230 Grattan St, upon receipt of and in consideration of the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, the Contract for the Sale of Real Estate, in substantially the form as attached hereto as **Exhibit A** and incorporated by reference herein, with AGC of St. Louis Education Foundation for certain City-owned property located in City Block 480, which property is known as 1230 Grattan St. , and which is more fully described in said **Exhibit A**.

SECTION TWO. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of, and in consideration of, the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), and other good and valuable consideration, and after satisfaction of all the terms and conditions of the Contract for Sale of Real Estate, the Quit Claim Deed attached hereto as **Exhibit B** and incorporated by reference herein, to remise, release and forever quit-claim unto AGC of St. Louis Education Foundation certain City-owned property located in City Block 480, which property is known as 1230 Grattan, and which is more fully described in said **Exhibit B**.

SECTION THREE. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and 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, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

EXHIBIT A

**CONTRACT FOR SALE
OF REAL ESTATE**

This Contract is made and entered into this _____ day of _____, 2014, by and between the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri 63103, referred to as Seller, and AGC of St. Louis Education Foundation, whose address is 6330 Knox Industrial Drive, St. Louis Mo 63139 hereinafter referred to as Buyer.

In consideration of the covenant and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, the real property situated in the City of St. Louis, State of Missouri, known as 1230 Grattan St., St. Louis, Missouri, and further described as:

A certain parcel of land in City Block 480 beginning at the point of intersection of the east line of Grattan Street and the north line of Park Avenue, thence eastwardly along the north line of Park Avenue 281'2 7/8" to the west line of Dillon Street, thence north along the west line of Dillon Street 490.52', thence westwardly 280' 10" to the east line of Grattan Street, thence southwardly along the east line of Grattan Street 62', more or less to the north line of property of The Board of Education in said block, thence eastwardly 130'6", thence southwardly and parallel with the east line of Grattan Street 125' to the south line of property of The Board of Education, thence westwardly along said south line 130'6", more or less to the east line of Grattan Street, thence south along the east line of Grattan Street 285' 5", more or less to the north line of Park Avenue, to the point of beginning, EXCLUDING a strip of land on the south side of the above described property having a width of one hundred and twenty feet (120'). Parcel ID # 0480-00-02000

together with all improvements and appurtenances thereto, and all right, title and interest of Seller in and to all of said property (hereinafter collectively referred to as the "Real Estate"). Title shall be marketable in fact and Seller shall convey marketable title by quit claim deed, which quit claim deed shall be in form satisfactory to and approved by the City Counselor of the City of Saint Louis. Seller warrants that any personal property included in this contract, and all improvements placed on the Real Estate, shall be conveyed free of any encumbrances.

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

1. Purchase Price.

The total purchase price of the Real Estate is One Hundred Fifty Thousand Dollars (\$150,000.00) subject to the provisions contained herein. At closing, Buyer shall wire transfer the purchase price or shall tender a Cashier's Check for the full purchase amount.

2. Contingencies.

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

B. Notwithstanding anything herein to the contrary, this Contract, and Buyer's obligation to close, are contingent on the following:

(i) Buyer obtaining from a title company a title insurance commitment for an Owner's Title Insurance Policy in the amount of the purchase price on the Real Estate, subject only to exceptions acceptable to Buyer, and containing no restrictions on Buyer's intended use of the Real Estate.

(ii) Buyer obtaining a survey of the property showing no boundary disputes or encroachments that would restrict Buyer's use of the Real Estate.

3. Conveyance of Title.

Conveyance shall be by quit claim deed. Seller shall tender to Buyer fee simple title to the Real Estate by quit claim deed, in form approved by the City of St. Louis, City Counselor's Office and AGC of St. Louis Education Foundation. Buyer to pay all closing, title insurance and recording fees.

4. Taxes / Miscellaneous Claims.

Seller warrants that there are no outstanding real estate taxes, liens, judgments, or violations of any kind levied against the Real Estate, and there shall be none owed at closing.

5. Liens / Judgments / Violations.

Seller shall not allow any liens, attachments, judgments, violations, or other encumbrances to be filed against said Real Estate during the period of time following the execution of this Contract and prior to closing of this Contract.

6. Personal Property.

It is expressly understood by the parties hereto that there is no personal property located on the Real Estate.

7. Possession.

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

8. Closing.

Delivery of the quit claim deed conveying title shall be concurrent with the Buyer's payment of the purchase price set forth herein. The closing date ("Closing Date") for the foregoing sale shall be on the first business day that is ninety (90) days after the Mayor signs the ordinance approving the sale, or on such other date as may be mutually agreed. The closing of the sale ("Closing") shall take place at a mutually agreeable time and place. The Closing of the sale is contingent upon satisfaction or waiver of all contingencies or conditions precedent set forth in this contract. Title will pass when sale is closed.

9. Broker.

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

10. Entire Agreement.

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

11. Time of Essence.

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

12. Missouri Law Governs.

This contract shall be interpreted and governed in accordance with the laws of the State of Missouri.

13. Cooperation - Additional Documents.

Buyer and Seller agree to cooperate and to sign any documents reasonably required to close this transaction, or to effect any related matters to the Real Estate, including without limitation, issuance of a title insurance policy to Buyer, as well as boundary or resubdivision plats, street and alley vacation petitions and plats, and Seller providing any existing records, reports, surveys, etc. in its possession concerning the Real Estate.

(This portion of page intentionally left blank)

IN WITNESS WHEREOF, the Seller and Buyer have duly signed this Agreement on the date first written above.

AGC OF ST. LOUIS EDUCATION FOUNDATION

CITY OF SAINT LOUIS

By: _____
Gregory Frick
Chairman of the Board Of Trustees
(Buyer)

By: _____
Darlene Green
Comptroller
(Seller)

Approved as to form:

Winston Calvert
City Counselor

Attest:

Parrie L. May
City Register

Exhibit B

QUIT CLAIM DEED

THIS DEED, made and entered into this ____ day of _____ 2014, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and AGC of St. Louis Education Foundation whose address is 6330 Knox Industrial Drive , St. Louis Mo. 63139. (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

A certain parcel of land in City Block 480 beginning at the point of intersection of the east line of Grattan Street and the north line of Park Avenue, thence eastwardly along the north line of Park Avenue 281'2 7/8" to the west line of Dillon Street, thence north along the west line of Dillon Street 490.52', thence westwardly 280'10" to the east line of Grattan Street, thence southwardly along the east line of Grattan Street 62', more or less to the north line of property of The Board of Education in said block, thence eastwardly 130'6", thence southwardly and parallel with the east line of Grattan Street 125' to the south line of property of The Board of Education, thence westwardly along said south line 130'6", more or less to the east line of Grattan Street, thence south along the east line of Grattan Street 285' 5", more or less to the north line of Park Avenue, to the point of beginning, EXCLUDING a strip of land on the south side of the above described property having a width of one hundred and twenty feet (120'). Parcel ID # 0480-00-02000

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

AGC OF ST. LOUIS
EDUCATION FOUNDATION
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Gregory Frick
Chairman of the Board Of Trustees

BY: _____
Darlene Green
Comptroller

Attest:

Parrie L. May
City Register

Approved as to form:

Winston Calvert
City Counselor

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____ 2014, 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 the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____ 2014, before me appeared Gregory Frick, to me personally known, who being by me duly sworn did say that he is a member of AGC of St. Louis Education Foundation and that he is authorized to execute this Quit-Claim Deed on behalf of said company under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

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

Notary Public

Approved: June 27, 2014

ORDINANCE #69785
Board Bill No. 81

An ordinance affirming approval of Ordinance No. 69609, No. 69610, No. 69612, No. 69614 and No. 69615 dated November 6, 2013 and that the Affected Taxing Jurisdictions have been properly notified of a public hearing regarding said ordinances.

WHEREAS, Board Bills 171 and 179 were introduced on September 13, 2013 and Board Bills 187, 189 and 190 were introduced on September 27, 2013; and

WHEREAS, the Housing, Urban Development and Zoning Committee of the Board of Aldermen held a Public Hearing on October 9, 2013 and Board Bills 171, 179, 187, 189 and 190 were on the agenda, were heard and were reported out of the Committee with due pass recommendations; and

WHEREAS, there is evidence that the Public Hearing for these bills was properly noticed in the Daily Record on September 21 and September 28, 2013, but there is no evidence that the Affected Taxing Jurisdictions were properly notified;

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

SECTION ONE. The blighting of the development areas and redevelopment areas and the approval of the Development Plans and the Redevelopment Plans for the development areas and redevelopment areas by Ordinance No. 69609 (1008-10 Locust St.), No. 69610 (Arlington Grove Phase II), No. 69612 (1900-28 Pine St.), No. 69614 (1900 Market St.) and No. 69615 (800 Olive St.) are hereby affirmed.

SECTION TWO. The Affected Taxing Jurisdictions have been properly notified of the Public Hearing of the Housing and Urban Development and Zoning Committee held on June 18, 2014 regarding said ordinances, and each has been provided an "Impact of Tax Abatement on Affected Jurisdiction".

SECTION THREE. The Board of Aldermen hereby finds and determines that this Ordinance constitutes an "emergency measure" pursuant to Article IV, Section 20 of the City Charter, because this Ordinance is necessary to complete the sale of publicly owned property, an as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City charter.

Approved: June 27, 2014

ORDINANCE #69786
Board Bill No. 62

An ordinance recommended by the Parking Commission making appropriation for payment of the operating expenses, capital equipment and improvement expenses, including lease purchase agreements involving Parking Division assets, and debt service expenses of the Parking Division of the Treasurer’s Office, Kiel & City Hall Parking Facilities, Argyle Parking Facility,

Chouteau Building & Parking Facility, Williams Paper Parking Facility, Central Downtown Parking Facility, Buckingham Parking Facility, Cupples Parking Facility and Justice Parking Facility for the fiscal year beginning July 1, 2014 and ending June 30, 2015, amounting in the aggregate to the sum of Fourteen Million, Seven Hundred Thirty Eight Thousand, Nine Hundred Dollars (\$14,738,900) and containing an emergency clause.

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

SECTION ONE. There is hereby appropriated, from the anticipated revenue of the Parking Fund, the Sum of Eight Million, Two Hundred Eighty Thousand, Two Hundred Seventeen Dollars (\$8,280,217) for the payment during the fiscal period beginning July 1, 2014 and extending through June 30, 2015 of operating expenses, capital expenses, lease/purchase agreements for Parking Division assets, including parking systems and equipment and other required expenses of the Parking Division of the Treasurer's Office, as hereinafter detailed on Exhibit 1.

SECTION TWO. Pursuant to Ordinance 62674, dated July 7, 1992, there is hereby appropriated from revenues available to the Kiel Center & City Hall Parking Facilities the sum of Two Million, Eight Hundred Twenty Five Thousand, Six Hundred Fifty Two Dollars (\$2,825,652) for the operations and maintenance of the Kiel Center and City Hall Parking Facilities, including the sum of Two Million, One Hundred Twelve Thousand, Twenty One Dollars (\$2,112,021) for debt service as hereinafter detailed on Exhibit 2.

SECTION THREE. Pursuant to Ordinance 64539 dated January 4, 1999, there is hereby appropriated from revenues available to the Argyle Parking Facility the sum of Seven Hundred Thirty Eight Thousand, One Hundred Twenty One Dollars (\$738,121) for the operations and maintenance of the Argyle Parking Facility, including the sum of Three Hundred Sixty Thousand, Two Hundred Forty Six Dollars (\$360,246) for debt service as hereinafter detailed on Exhibit

SECTION FOUR. There is hereby appropriated from revenues available to the Chouteau Building & Parking Facility the sum of Three Hundred Seven Thousand, Eight Hundred Fifty Two Dollars (\$307,852) for the operations and maintenance of the Chouteau Building as hereinafter detailed on Exhibit 4.

SECTION FIVE. There is hereby appropriated from revenues available to The Williams Paper Parking Facility the sum of One Hundred Seventy Seven Thousand, Three Hundred Seventy Three Dollars (\$177,373) for the operations and maintenance of The Williams Paper Parking Facility including One Hundred Seventy Thousand, One Hundred Eighty Three (\$170,183) for debt service as hereinafter detailed in Exhibit 5.

SECTION SIX. Pursuant to ordinance 65403 dated January 25, 2002, there is hereby appropriated from revenues available to the Central Downtown Parking Facility the sum of One Million, One Hundred Twelve Thousand, Seven Hundred Thirty Two Dollars (\$1,112,732) for the operations and maintenance of the Central Downtown Parking Facility including the sum of Seven Hundred Eighty Three Thousand, Five Hundred Thirty Four Dollars (\$783,534) for debt service as hereinafter detailed on Exhibit 6.

SECTION SEVEN. Pursuant to Ordinance 67255 dated October 17, 2006, there is hereby appropriated from revenues available to the Buckingham Parking Facility the sum of Eighty Thousand, Three Hundred Eighty Two Dollars (\$80,382) for the operations and maintenance of the Buckingham Parking Facility including the sum of Thirty One Thousand, Six Hundred Nineteen Dollars (\$31,619) for debt service as hereinafter detailed on Exhibit 7.

SECTION EIGHT. There is hereby appropriated from revenues available to the Cupples Parking Facility the sum of Two Hundred Eighty Seven Thousand, One Hundred Ninety Seven Dollars (\$287,197) for the operations and maintenance of the Cupples Parking Facility including the sum of Twenty Eight Thousand, Three Hundred Sixty Seven Dollars (\$28,367) for debt service as hereinafter detailed in Exhibit 8.

SECTION NINE. There is hereby appropriated from revenues available to The Justice Center Parking Facility the sum of Nine Hundred Twenty Nine Thousand, Three Hundred Seventy Five Dollars (\$929,375) for the operations and maintenance of the Justice Center Parking Facility including the sum of Six Hundred Thirty Eight Thousand, Three Hundred Sixty Nine Dollars (\$638,369) for debt service as hereinafter detailed on Exhibit as hereinafter detailed in Exhibit 9.

SECTION TEN. The passage of this Ordinance being deemed necessary for the immediate preservation of the public peace, health and safety, it is hereby declared to be an emergency Ordinance as provided for by Article IV. Section 20 of the Charter of the City of St. Louis and shall be effective immediately upon approval by the Mayor.

EXHIBITS TO BOARD BILL #62

EXHIBIT 1

CITY OF ST. LOUIS

FY 2014 - 15

FUND 1520

DEPT 343

NAME: Parking Division

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	3,298,834	
5111	Salaries – Temp Employees	7,500	
5112	Salaries – Per Performance	105,729	
5136	Employer Social Security Coverage	261,023	
5137	Employees Health Insurance	563,550	
5138	Employee Retirement Plan	511,319	
5138.1	Retirement Debt Service	65,977	
5142	Employees Life Insurance	14,449	
	27th Payroll	13,525	
5144	Worker's Compensation – Disability	39,586	
5147	Worker' Compensation – Administration	=	
			4,881,492
	-MATERIALS & SUPPLIES -		
5235	Office Supplies & Computer Supplies	19,295	
5237	Health & Safety (Wearing Apparel)	14,035	
5238	Facility & Grounds	16,500	
5239	Fleet Supplies	62,239	
5290	Parking Supplies (Tools, Misc, Tickets)	<u>52,360</u>	
			164,429
	-RENTAL AND NON-CAPITAL LEASES -		
5335	Lease of Equipment	<u>-0-</u>	
			-0-
	-NON-CAPITAL EQUIPMENT-		
5435	Office Equipment	30,467	
5490	Parking Equipment	31,600	
5335	Equipment	64,830	
5539	Tenant Improvements	<u>28,655</u>	
			155,552
	-CONTRACTUAL & OTHER SERVICES -		
5635	Postage	8,595	
5636	Telecom. Services & Repair Contracts	30,020	
5637	Health & Safety	8,012	
5638	Facility & Ground	8,600	
5639	Fleet Repairs	38,000	
5645	Travel	20,000	
5646	CPE	3,000	
5649	Utilities	22,175	
5659	Professional Services	257,884	
5660	Legal Services	304,000	
5668	Lobbying	8600	
5670	Prior Year Encumbrances	100,000	
5690	Parking Expansion & Repairs	36,000	
56xx	Insurance on Property	13,054	
5790	New Parking Lots	141,000	
5790	Outsourcing Costs	<u>1,740,000</u>	
			<u>2,738,940</u>
	DEPARTMENT TOTAL		<u>8,280,217</u>

EXHIBIT 2CITY OF ST. LOUIS
FY 2014 -15FUND 1521
DEPT 343

NAME: Kiel Garage & City Hall Lot

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	178,342	
5172	Salaries - Per Performance Employees	123,978	
5136	Employer Social Security Coverage	23,127	
5137	Employees Health Insurance	46,410	
5138	Employee Retirement Plan	27,643	
5138.1	Retirement Debt Service	3,567	
5142	Employees Life Insurance	781	
	27th Payroll	731	
5147	Workers' Compensation - Administration	<u>2,140</u>	
			406,720
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	3,213	
5237	Health & Safety (Wearing Apparel)	3,986	
5238	Facility & Grounds	2,500	
5290	Parking supplies (Tools, Misc, Tickets)	15,200	
5239	Fleet Supplies	<u>5,616</u>	
			30,514
	-NON-CAPITAL EQUIPMENT-		
5435	Office Equipment	1,500	
5490	Parking Equipment	1,000	
5538	Tenant Improvements	<u>32,100</u>	
			34,600
	-CONTRACTUAL & OTHER SERVICES -		
5639	Fleet Repair	3,500	
5636	Telecom Service	2,100	
5637	Health & Safety	6,573	
5638	Facility & Grounds	41,322	
5649	Utilities	67,220	
5659	Professional Services	56,287	
5663	Insurance Property	49,795	
5690	Parking Expansion & Repairs	-	
5670	Prior Year Encumbrances	15,000	
5790	New Parking Lots	=	
			241,797
	-DEBT SERVICE CHARGES-		
5756	Principal & Interest	2,087,021	
5757	Debt Fees	<u>25,000</u>	
			<u>2,112,021</u>
	DEPARTMENT TOTAL		<u>2,825,652</u>

EXHIBIT 3CITY OF ST. LOUIS
FY 2014 - 15FUND 1523
DEPT 343

NAME: Argyle Parking Facility

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	119,535	
5172	Salaries - Per Performance	77,478	
5136	Employer Social Security Coverage	15,071	
5137	Employees Health Insurance	26,520	
5138	Employee Retirement Plan	18,528	
5138.1	Retirement Debt Service	2,391	
5142	Employees Life Insurance	524	
	27th Payroll	490	
5147	Workers' Compensation - Administration	<u>1,434</u>	
			261,971
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	1,000	
5237	Health & Safety (Wearing Apparel)	2,563	
5238	Facility & Grounds	2,500	
5290	Parking Supplies (Tools, Misc, Tickets)	<u>3,000</u>	
			9,063
	-NON CAPITAL EQUIPMENT-		
5435	Office Equipment	500	
5490	Parking Equipment under \$5,000	<u>1,000</u>	
			1,500
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom. Services & Repair Contracts	3,520	
5637	Health & Safety	1,175	
5638	Facility & Grounds	32,482	
5649	Utilities	24,870	
5663	Insurance - Property	31,294	
5760	Prior Year Encumbrances	2,000	
5790	New Parking Lots - Special	<u>10,000</u>	
			105,341
	-DEBT SERVICE CHARGES-		
5756	Principal & Interest	<u>360,246</u>	
			<u>360,246</u>
	DEPARTMENT TOTAL		<u>738,121</u>

EXHIBIT 4CITY OF ST. LOUIS
FY 2014 - 15FUND 1524
DEPT 343

NAME: Chouteau Building

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-MATERIALS & SUPPLIES -		
5238	Facility & Grounds	<u>2,000</u>	2,000
	-CAPITAL ASSETS-		
5538	Tenant improvements	<u>18,048</u>	18,048
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom Services	-	
5638	Facility & Grounds	259,364	
5637	Health & Safety	-	
5649	Utilities	-	
5659	Professional Services	<u>28,440</u>	
	DEPARTMENT TOTAL		<u>287,804</u> <u>307,852</u>

EXHIBIT 5CITY OF ST. LOUIS
FY 2014 - 15FUND 1525
DEPT 343

NAME: Williams Paper Parking Facility

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	-	
5238	Facility & Grounds	<u>1,000</u>	1,000
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom Services	1,200	
5638	Facility & Grounds	290	
5649	Utilities	3,200	
5670	Prior Year Encumbrances	500	
5790	New Parking Lots - Special	<u>1,000</u>	6,190
	-DEBT SERVICE CHARGES-		
5756	Principal & Interest	<u>170,183</u>	
	DEPARTMENT TOTAL		<u>170,183</u> <u>177,373</u>

EXHIBIT 6CITY OF ST. LOUIS
FY 2014 - 15FUND 1525
DEPT 343

NAME: Central Downtown Parking Facility

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	77,597	
5172	Salaries - Per Performance Employees	19,281	
5136	Employer Social Security Coverage	7,411	
5137	Employees Health Insurance	19,890	
5138	Employee Retirement Plan	12,028	
5138.1	Retirement Debt Service	1,552	
5142	Employees Life Insurance	340	
	27th Payroll	318	
5147	Workers' Compensation - Administration	<u>931</u>	
			139,348
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	500	
5237	Health & Safety (Wearing Apparel)	1,035	
5238	Facility & Grounds	2,000	
5290	Parking Supplies	<u>1,000</u>	
			4,535
	- NON CAPITAL EQUIPMENT-		
5435	Office Equipment	1,213	
5538	Tenant Improvements	<u>7,029</u>	
			8,242
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom Services	3,760	
5637	Health & Safety	1,374	
5638	Facility & Grounds	62,175	
5649	Utilities	48,843	
5663	Insurance Property	38,101	
5760	Prior Year Encumbrances	5,200	
5790	New Parking Lots	2,500	
5659	Professional Services	<u>15,120</u>	
			177,073
	-DEBT SERVICE CHARGES-		
5756	Principal & Interest	<u>783,534</u>	
			<u>783,534</u>
	DEPARTMENT TOTAL		<u>1,112,732</u>

EXHIBIT 7CITY OF ST. LOUIS
FY 2014 - 15FUND 1527
DEPT 343

NAME: Buckingham Parking Facility

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	450	
5290	Parking Supplies (Tools, Misc, Tickets)	<u>500</u>	950
	-NONCAPITAL EQUIPMENT-		
5490	Parking Equipment under \$5000	<u>1,000</u>	1,000
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom Services	--	
5637	Health & Safety	1,450	
5638	Facilities & Grounds	24,862	
5649	Utilities	8,000	
5659	Professional Services	-0-	
5670	Prior Year Encumbrances	1,000	
5663	Insurance Property	10,500	
5790	New Parking Lots	<u>1,000</u>	46,812
5756	Principal & Interest	<u>31,619</u>	
	DEPARTMENT TOTAL		<u>31,619</u> <u>80,382</u>

EXHIBIT 8CITY OF ST. LOUIS
FY 2014 - 15FUND 1526
DEPT 343

NAME: Cupples Parking Facility

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	73,009	
5172	Salaries – Per- Performance Employees	23,240	
5136	Employer Social Security Coverage	7,363	
5137	Employees Health Insurance	19,890	
5138	Employee Retirement Plan	11,316	
5138.1	Retirement Debt Service	1,460	
5142	Employees Life Insurance	320	
	27th Payroll	299	
5147	Workers' Compensation – Administration	<u>876</u>	
			137,774
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	750	
5237	Health & Safety (Wearing Apparel)	1,458	
5238	Facility & Grounds	2,500	
5290	Parking Supplies (Tools, Misc, Tickets)	<u>1,000</u>	
			5,718
	-NON CAPITAL EQUIPMENT -		
5435	Office Equipment	1,315	
5535	Operating Equipment	=	
			1,315
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom. Services & Repair Contracts	6,893	
5637	Health & Safety	1,799	
5638	Facility & Grounds	26,700	
5649	Utilities	33,369	
5659	Professional Services	450	
5670	Prior Year Encumbrances	10,000	
5663	Insurance – Property	30,813	
5690	Parking Expansion & Repairs	3,500	
5790	New Parking Lots - Special	<u>500</u>	
			114,023
	-DEBT SERVICE CHARGES-		
5756	Principal and Interest	<u>28,367</u>	
			<u>28,367</u>
	DEPARTMENT TOTAL		<u>287,197</u>

EXHIBIT 9CITY OF ST. LOUIS
FY 2014 - 15FUND 1527
DEPT 343

NAME: Justice Center Parking Facility

ACCT	ITEM DESCRIPTION	AMOUNTS	SUBTOTALS
	-PERSONAL SERVICES-		
5101	Salaries - Regular Employees	88,518	
5172	Salaries – Per Performance Employees	26,755	
5136	Employer Social Security Coverage	8,818	
5137	Employees Health Insurance	19,890	
5138	Employee Retirement Plan	13,720	
5138.1	Retirement Debt Service	1,770	
5142	Employees Life Insurance	388	
	27th Payroll	363	
5147	Workers' Compensation – Administration	<u>1,062</u>	
			161,286
	-MATERIALS & SUPPLIES -		
5235	Office & Computer Supplies	1,000	
5238	Facility & Ground (Office Renovation)	1,100	
5237	Health & Safety (Wearing Apparel)	1,355	
5290	Parking Supplies (Tools, Misc, Tickets)	<u>3,000</u>	
			6,455
	-NON CAPITAL EQUIPMENT-		
5435	Office Equipment	615	
5490	Parking Equipment under \$5000	<u>1,000</u>	
			1,615
	-CONTRACTUAL & OTHER SERVICES -		
5636	Telecom. Services & Repair Contracts	7,920	
5637	Health & Safety	476	
5638	Facility & Grounds	37,283	
5649	Utilities	35,000	
5659	Professional Services	-0-	
5663	Insurance - Property	31,472	
5690	Parking Expansion & Repairs	1,500	
5670	Prior Year Encumbrances	7,500	
5790	New Parking Lots - Special	<u>500</u>	
			121,650
	-DEBT SERVICE CHARGES-		
5756	Principal & Interest	<u>638,369</u>	
			638,369
	DEPARTMENT TOTAL		<u>929,375</u>

Approved: July 7, 2014

ORDINANCE #69787
Board Bill No. 65

An ordinance recommended by the Planning Commission approving the name of a new public street to be located adjacent to the approved North Sarah Phase II Re-subdivision, located in City Block 4564.

WHEREAS, Ordinance 60797, approved April 11, 1988, established procedures for the naming and renaming of public

streets in the City of St. Louis, and such procedures have been codified as Chapter 20.12 of the Revised Code of the City of St. Louis by Ordinance 68604, approved March 16, 2010;

WHEREAS, the North Sarah Phase II Re-subdivision was approved by the Board of Public Service on November 30, 2012 (Board of Public Service Document No. 283552) and recorded on December 3, 2012; and

WHEREAS, the Board of Aldermen finds that procedures and approvals required by said Chapter of the City Code have been followed and obtained with respect to such naming of the new public street.

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

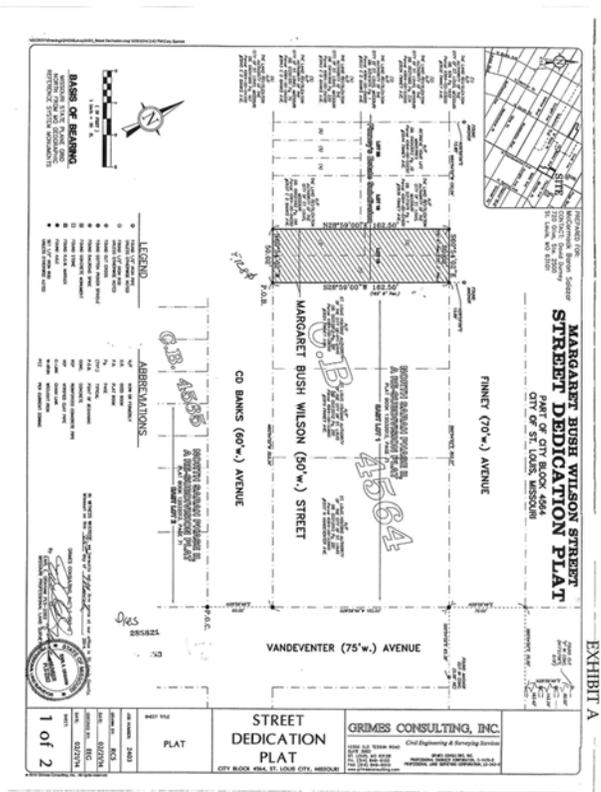
SECTION ONE.

A general description and location of the new public street, as well as its proposed street name, is listed below. The location of the new public street is shown on the attached street dedication plat (Exhibit "A").

A new public street, with a 50 foot wide Right-Of-Way, that will extend 162.50 feet from Finney Ave. on the north to C.D. Banks Ave. on the south, and will be located approximately 303 feet west of Vandeventer Ave., shall be named Margaret Bush Wilson Street.

SECTION TWO. 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 Section 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.



ORDINANCE #69789
Board Bill No. 68

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic on Ridge Avenue from the northeast corner to the southeast corner of 5364 Ridge Avenue and containing an emergency clause.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close, barricade, or otherwise impede the flow of traffic Ridge Avenue from the northeast corner to the southeast corner of 5364 Ridge Avenue for a period of six months beginning the effective date of the passage of this ordinance.

SECTION TWO: 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: July 7, 2014

ORDINANCE #69790
Board Bill No. 69

An Ordinance establishing a four way stop site at the intersection of Tesson Street and Schroeder Court by regulating all northbound and southbound traffic traveling on Tesson Street at Schroeder Court and regulating all eastbound and westbound traffic traveling on Schroeder Court at Tesson Street and containing an emergency clause.

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

SECTION ONE. There is hereby established a four way stop site for all traffic approaching the intersection of Tesson Street and Schroeder Court by regulating all northbound and southbound traffic traveling on Tesson Street at Schroeder Court and regulating all eastbound and westbound traffic traveling on Schroeder Court at Tesson Street. The Director of Streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO: 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: July 7, 2014

ORDINANCE #69791
Board Bill No. 83

An Ordinance, recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, establishing and authorizing a public work and improvement program herein titled "Building & Environ Projects-Security Access System Upgrades" (the "Program") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects for the design, purchase, installation, renovation, modification, repair, maintenance, operation, and upgrades to the security access related systems and equipment including, without limitation, hardware, software, parts, and supporting equipment, access control equipment, surveillance or identification hardware, software and supporting equipment, storage equipment, detection equipment and devices, notification devices and equipment, associated electrical, cabling, and support facilities, and associated equipment, devices, and software, as well as all necessary renovations, modifications and improvements to the related gate areas, terminal complexes, concourses, and associated Airport buildings, structures, facilities, and environs, such authorization also including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and/or related costs, CADD services, the removal or relocation of structures, obstructions, and utilities, and related work, grading costs, security services, relocation costs, transportation costs, the removal or demolition of improvements, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, bills of sale, or agreements, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, the costs for general engineering services, consulting services and other technical advices and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement,

and inspection work, and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Program at a total estimated cost of Five Hundred Thousand Dollars (\$500,000.00); authorizing an initial appropriation in the total amount of Five Hundred Thousand Dollars (\$500,000.00) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment or reimbursement of costs for work and services authorized herein; authorizing the Mayor and the Comptroller of the City of St. Louis ("City") to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Program and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public; authorizing the Director of Airports, with the approval of the Board of Estimate and Apportionment, to let contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services for the implementation and administration of the Program; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let and enter into contracts, bills of sale, or agreements for all other approved work or services, purchase materials, supplies, parts, devices and equipment, employ labor, pay salaries, wages and fees, pay and/or reimburse costs for authorized work or services, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract or agreement let hereunder, shall be subject to the City's Charter and applicable City ordinances and the State of Missouri's laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants from time to time on the Treasurer of the City for the payment or reimbursement of expenses or costs authorized herein and authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment and/or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal, state or local programs for projects herein authorized where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract; directing that all contracts or agreements let under authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state, and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; and containing a severability and an emergency clause.

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

SECTION ONE. There is hereby established and authorized a public work and improvement program herein titled "Building & Environ Projects-Security Access System Upgrades" (the "Program") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects for the design, purchase, installation, renovation, modification, repair, maintenance, operation, and upgrades to the security access related systems and equipment including, without limitation, hardware, software, parts and supporting equipment, access control equipment, surveillance or identification hardware, software and supporting equipment, storage equipment, detection equipment and devices, notification devices and equipment, associated electrical, cabling, and support facilities, and associated equipment, devices, and software, as well as all necessary renovations, modifications and improvements to the related gate areas, terminal complexes, concourses, and associated Airport buildings, structures, facilities, and environs, such authorization also including, without limitation, engineering planning and designing services, programming services, technical advice and assistance, inspection services, surveying and mapping services, appraisal services, legal services and/or related costs, CADD services, the removal or relocation of structures, obstructions, and utilities, and related work, grading costs, security services, relocation costs, transportation costs, the removal or demolition of improvements, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, bills of sale, or agreements, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, the costs for general engineering services, consulting services and other technical advices and assistance, construction management, construction, installation, renovation, rehabilitations, repairs, expansion, reconfiguration, improvement, and inspection work, and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Program at a total estimated cost of Five Hundred Thousand Dollars (\$500,000.00).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Five Hundred Thousand Dollars (\$500,000.00) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment or reimbursement of costs for the Project.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized to enter into and execute on behalf of the City easement agreements granting such easements or right-of-ways as are necessary to the administration or implementation of the Program and containing such terms, covenants, and conditions that are in the best interest of the City, the City's residents, and the traveling public.

SECTION FOUR. The Director of Airports, with the approval of the Board of Estimate and Apportionment, is hereby

authorized to let all contracts providing for mapping, appraisal, and escrow services, title work, ground maintenance, security services, legal services, and other related services that may be necessary for the implementation or the administration of the Program.

SECTION FIVE. The Board of Public Service, with the advice, consent and approval of the Director of Airports, is hereby authorized and directed to let and enter into contracts, bills of sale, or agreements for all other approved work or services, purchase materials, supplies, parts, devices and equipment, employ labor, pay salaries, wages and fees, pay or reimburse costs for authorized work or services, retain consultants and otherwise provide for the work or services authorized under this Ordinance, except for the agreements for work or services covered by procedures contained in Sections Three and Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let or entered into under this Ordinance will be subject to the City's Charter and applicable City ordinances and any Missouri state statutes, laws or regulations applicable thereto.

SECTION SEVEN. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City for payment of expenses authorized under this Ordinance upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized under this Ordinance.

SECTION EIGHT. The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program, or other federal, state or local programs for projects authorized by this Ordinance where such costs or expenditures are deemed eligible and monies made available for those costs under federal, state, or local law or contract.

SECTION NINE. All contracts let under authority of this Ordinance shall be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

SECTION TEN. The sections, conditions, and provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with and so dependent upon the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION ELEVEN. This being an ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.

Approved: July 7, 2014

ORDINANCE #69792
Board Bill No. 84

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment that provides for financial incentives for air service at Lambert-St. Louis International Airport® (the "Airport"); determines and finds that it is in the best interests of The City of St. Louis, Missouri (the "City"), the Airport, and the traveling public to encourage service at the Airport by new passenger and cargo airlines and to stimulate service by airlines currently using the Airport by the adoption of programs providing for financial incentives for new airlines or new air service at the Airport; adopts an Air Service Incentive Program (the "Program"), for Fiscal Years 2015 through 2017; authorizing the Director of Airports to implement and administer the Program; containing a severability clause; and containing an emergency clause.

WHEREAS, the City of St. Louis, Missouri (the "City"), owns an airport known as the Lambert-St. Louis International Airport (the "Airport"), which is operated by the Airport Authority of the City;

WHEREAS, it is in the best interests of the City, the Airport, the traveling public using the Airport, and the residents of the St. Louis metropolitan area to encourage new passenger and cargo airlines to provide air service at the Airport and to stimulate

passenger or cargo air service to domestic and international destinations by the airlines currently using the Airport;

WHEREAS, the City desires to broaden passenger and cargo activity at the Airport; attract new or additional passenger or cargo air service to the St. Louis market; increase the number of non-stop destinations served from the Airport; increase the number of passengers traveling through the Airport; increase the amount of cargo processed at the Airport; increase non-airline revenues generated at the Airport; and, over time, reduce the airlines' unit cost to operate at the Airport by the adoption of a program of financial incentives for new airlines and new air service; and

WHEREAS, in order to accomplish the foregoing, the City intends to adopt the Air Service Incentive Program attached hereto as ATTACHMENT A and incorporated herein, with an effective date for air service at the Airport commencing in Fiscal Year 2015 and shall remain in effect through Fiscal Year 2017.

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

SECTION ONE. The Board of Aldermen of The City of St. Louis hereby determine and find that it is in the best interests of The City of St. Louis (the "City"), Lambert-St. Louis International Airport (the "Airport"), the traveling public using the Airport, and the residents of the St. Louis metropolitan area to encourage new passenger or cargo airlines to provide air service at the Airport and to stimulate passenger or cargo air service to domestic and international destinations by airlines currently using the Airport by the adoption of a program of financial incentives for new airlines or new air service.

SECTION TWO. The City hereby adopts the Air Service Incentive Program (the "Program"), granting the Director of Airports the authority to waive certain Airport fees and charges associated with qualifying flights operated by eligible airlines, as provided for in the Program as set out in ATTACHMENT A, which was approved and previously adopted by the City's Airport Commission and the City's Board of Estimate and Apportionment and is attached hereto and incorporated herein.

SECTION THREE. The Director of Airports is authorized and directed to implement the terms of the Program, including, without limitation: securing appropriations necessary to fund the Program; accepting applications from airlines interested in participating in the Program; determining airline eligibility and flight qualifications; approving or rejecting applications based on the standards set forth in the Program; monitoring compliance with the terms and conditions for participation, and, if necessary, terminating an airline's eligibility for participation; and any and all other actions necessary to implement and administer the Program.

SECTION FOUR. The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions or portion thereof of this Ordinance unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION FIVE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

ATTACHMENT A**AIR SERVICE INCENTIVE PROGRAM
FOR FISCAL YEARS 2015 THROUGH 2017**

**CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

AIR SERVICE INCENTIVE PROGRAM

The City of St. Louis, Missouri, is adopting this Air Service Incentive Program (individually, "Program I," "Program II," "Program III," "Program IV," "Program V," "Program VI" and "Program VII," collectively the "Incentive Program") to stimulate passenger and cargo air service at the Airport.

SECTION 101: GENERAL**A. Overall Goals**

The goals of the Incentive Program are to:

1. increase passenger and/or cargo airline activity at the Airport;
2. attract new/additional passenger and/or cargo air service to the St. Louis market;
3. increase the number of non-stop destinations served from St. Louis;
4. increase the number of passengers traveling through the Airport;
5. increase the amount of cargo processed at the Airport;
6. increase non-airline (concessions, parking, etc.) revenues to the Airport;
and
7. over time, reduce the airlines' unit cost to operate at the Airport.

B. Term

The Incentive Program shall become effective for air service at the Airport commencing in Fiscal Year 2015 and shall remain in effect through Fiscal Year 2017.

C. Funding

Subject to the availability of funds and appropriations by the City, the Incentive Program will be funded solely from the Airport's Contingency Fund. Financial benefits conferred during Fiscal Year 2015 through and including Fiscal Year 2017 may not exceed in total \$4,800,000.00. However, any appropriated amounts in excess of actual financial benefits conferred in each Fiscal Year will be carried over to the immediately-following Fiscal Year to be used in accordance with the Incentive Program to include Fiscal Year 2018 for

those Eligible Airlines with Qualifying Flight activity that extends beyond the end of Fiscal Year 2017. If necessary, the available annual funding will be prorated among the Incentive Programs' participants.

Waivers of Landing Fees and Terminal Building Rents offered by the City under this Incentive Program shall not have the effect of increasing the rentals, fees, or charges imposed on other aeronautical users of the Airport, including other airlines.

D. Compliance with Federal Obligations

The terms and implementation of this Incentive Program will be, at all times, subordinated to applicable state and federal laws and regulations, and the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport. The Incentive Program may be terminated, in whole or in part, if it is determined to violate applicable laws, regulations, or any assurance made by the City to the United States Government in connection with the receipt of federal grants-in-aid or the approval of Passenger Facility Charges.

E. Incentive Program Definitions

The words and phrases defined below have the following meaning when used elsewhere in this Incentive Program:

Airline Operating Agreement and Terminal Building Space Permit: means that agreement with the City providing for the use of the Airport by an airline that is not a party to an Airport Use and Lease Agreement, as it may be amended from time to time or a successor agreement.

Airport Use and Lease Agreement: means the agreement first adopted by Ordinance No. 68892, approved on May 25, 2011, as it may be amended from time to time or a successor agreement.

Airport: means the Lambert-St. Louis International Airport, together with any additions, improvements, or enlargements made from time to time.

Airport Director: means the Director of Airports of the City or the person performing the functions of that office, as authorized by the City's Mayor, or that person authorized by the Director of Airports to act for or on behalf of the Director of Airports with respect to any particular matter.

City: means The City of St. Louis, Missouri.

Direct Flight: means a flight served on a one-stop, same aircraft basis.

Essential Air Service (EAS): means flights to the Airport from rural areas pursuant to the Essential Air Service Program administered by the U.S. Department of Transportation.

Fiscal Year: means the twelve-month period commencing July 1 and extending through June 30 of the following calendar year, or such other fiscal year as the City may establish by ordinance.

Landing Fees: means the fees payable in accordance with Section 503 of the Airport Use and Lease Agreement, or similar fees in other agreements for the use of the Airport, as may be applicable.

Seasonal Flight: means a flight that operates from the Airport less than 12 consecutive months.

Terminal Building Rents: means the charges payable in accordance with Sections 502 and 504 of the Airport Use and Lease Agreement, or similar charges in other agreements for the use of the Airport, as may be applicable.

Transoceanic Destinations: means a destination outside of North/Central America and the Caribbean.

SECTION 102: PROGRAM I – NEW ENTRANT AIRLINES (PASSENGER)

A. Program I Goals

1. Attract new passenger airlines to, and increase competition among passenger airlines in, the St. Louis air service market.
2. Help mitigate the financial impact to new entrant passenger airlines when beginning passenger air service at the Airport.
3. Compete with other airports seeking to attract new entrant passenger airlines.

B. Program I Definitions

Eligible Airline: an airline that has not provided passenger air service at the Airport in the previous 12 months, and that begins new scheduled passenger air service at the Airport and commits to maintain such service for a period of 24 consecutive months, is eligible to participate in Program I, *except*:

1. An airline that operates for the benefit of, or under the same or substantially similar name or livery as another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new scheduled passenger service begins; or

2. An airline that consolidates with, or merges into, another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new scheduled passenger service begins.

To become an Eligible Airline, an airline must have entered into or commit to enter into, and be in compliance with, all of the terms of an Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

Qualifying Flight: a regularly scheduled passenger non-stop roundtrip flight at the Airport (designated by a particular flight number or numbers) that is first operated by an Eligible Airline during that airline's initial 30 days of operations at the Airport qualifies for the purposes of Program I.

C. Program I Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program I, and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Landing Fees incurred by that airline's Qualifying Flights beginning on the date in which each Qualifying Flight is first operated, and continuing for a period of up to 12 consecutive months thereafter for each such Qualifying Flight; and
2. Terminal Building Rents associated with the space initially leased or assigned to an Eligible Airline and associated with the Qualifying Flight(s) for up to the first 12 consecutive months of operations by that airline at the Airport.

SECTION 103: PROGRAM II – NEW AIRPORT-WIDE NON-STOP DESTINATIONS (PASSENGER)

A. Program II Goals

1. Stimulate the introduction of passenger air service to new Airport-wide non-stop destinations from the Airport.
2. Ease the economic risk associated with beginning passenger air service to new Airport-wide non-stop destinations from the Airport.
3. Help mitigate the financial impact of starting new passenger air service to a new Airport-wide non-stop destination from the Airport.

B. Program II Definitions

Eligible Airline: an airline that introduces Qualifying Flights and commits to maintain such service for a period of 24 consecutive months is eligible to participate in Program II, *except*:

An airline that operates for the benefit of, or under the same or substantially similar name or livery as another airline that is providing non-stop roundtrip flights between the Airport and such other airport on, or discontinued such service within the 12 months prior to, the date on which the Qualifying Flights begin.

To become an Eligible Airline, an airline must have entered into, and be in compliance with, all the terms of an Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

An airline participating in Program I that is also an Eligible Airline under Program II may request to participate in Program II for any Qualifying Flight for which the airline is not receiving an incentive under Program I.

Qualifying Flight: a new regularly scheduled passenger non-stop roundtrip flight (designated by a particular flight number or numbers) between the Airport and an airport that:

1. is not being served by any other airline; and
2. has not been served from the Airport by the Eligible Airline more than 10 days during the previous 12 months.

C. Program II Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program II, and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Landing Fees associated with that airline's Qualifying Flights and incurred up to the first 12 consecutive months of operations of that service.
2. Incremental Terminal Building Rents, if any, associated with that airline's Qualifying Flights and incurred up to the first 12 consecutive months of operations of that service.

SECTION 104: PROGRAM III – NEW AIRLINE-SPECIFIC NON-STOP DESTINATIONS (PASSENGER)

A. Program III Goals

1. Stimulate the introduction of passenger air service to new airline-specific non-stop destinations from the Airport.
2. Ease the economic risk associated with beginning passenger air service to new airline-specific non-stop destinations from the Airport.
3. Help mitigate the financial impact of starting new passenger air service to a new airline-specific non-stop destination from the Airport.

B. Program III Definitions

Eligible Airline: an airline that introduces Qualifying Flights and commits to maintain such service for a period of 24 consecutive months is eligible to participate in Program III, *except*:

An airline that operates for the benefit of, or under the same or substantially similar name or livery as another airline that is providing non-stop roundtrip flights between the Airport and such other airport on, or discontinued such service within the 12 months prior to, the date on which the Qualifying Flights begin.

To become an Eligible Airline, an airline must have entered into, and be in compliance with, all the terms of an Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

An airline participating in Program I that is also an Eligible Airline under Program III may request to participate in Program III for any Qualifying Flight for which the airline is not receiving an incentive under Program I.

Qualifying Flight: a new regularly scheduled passenger non-stop roundtrip flight (designated by a particular flight number or numbers) between the Airport and an airport that has not been served from the Airport by the airline operating such new service more than 10 days during the previous 12 months qualifies for the purposes of Program III.

C. Program III Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program III, and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Landing Fees associated with that airline's Qualifying Flights and incurred up to the first 9 consecutive months of operations of that service.

2. Incremental Terminal Building Rents, if any, associated with that airline's Qualifying Flights and incurred up to the first 9 consecutive months of operations of that service.

SECTION 105: PROGRAM IV – NEW DIRECT DESTINATIONS (PASSENGER)

A. Program IV Goals

1. Stimulate the introduction of passenger air service to new direct destinations from the Airport.
2. Ease the economic risk associated with beginning passenger air service to new direct destinations from the Airport.
3. Help mitigate the financial impact of starting new passenger air service to a new direct destination from the Airport.

B. Program IV Definitions

Eligible Airline: an airline that introduces Qualifying Flights and commits to maintain such service for a period of 12 consecutive months is eligible to participate in Program IV, *except*:

An airline that operates for the benefit of, or under the same or substantially similar name or livery as another airline that is providing direct roundtrip flights between the Airport and such other airport on, or discontinued such service within the 12 months prior to, the date on which the Qualifying Flights begin.

To become an Eligible Airline, an airline must have entered into, and be in compliance with, all the terms of an Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

An airline participating in Program I that is also an Eligible Airline under Program IV may request to participate in Program IV for any Qualifying Flight for which the airline is not receiving an incentive under Program I.

Qualifying Flight: a new regularly scheduled passenger bi-directional Direct Flight (designated by a particular flight number or numbers) between the Airport and an airport that has not been served from the Airport by the airline operating such new service during the previous 12 months that results in increased departures at the Airport for the airline qualifies for the purposes of Program IV.

C. Program IV Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program IV, and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Landing Fees associated with that airline's Qualifying Flights and incurred up to the first 6 consecutive months of operations of that service.
2. Incremental Terminal Building Rents, if any, associated with that airline's Qualifying Flights and incurred up to the first 6 consecutive months of operations of that service.

Upon the Airport Director's determination that during the initial 12 consecutive months following the beginning of a Qualifying Flight under Program IV the service has become a Qualifying Flight under Program II or Program III (*i.e.* a Direct Flight has become a new Airport-wide non-stop destination flight or a new airline-specific non-stop destination flight), the Airline will be eligible to receive Program II or Program III Incentives less any Program IV Incentives received prior to such determination and is subject to Program II or Program III eligibility requirements.

SECTION 106: PROGRAM V – NEW TRANSOCEANIC DESTINATIONS (PASSENGER AND CARGO)

A. Program V Goals

1. Stimulate the introduction of new air service—passenger and/or cargo—at the Airport to Transoceanic Destinations.
2. Help mitigate the financial impact of starting passenger and/or cargo air service to new Transoceanic Destinations from the Airport.
3. Compete with other airports seeking to attract similar air service to Transoceanic Destinations.

B. Program V Definitions

Eligible Airline: an airline that introduces Qualifying Flights and commits to maintain such service for a period of 24 consecutive months is eligible to participate in Program V, *except*:

1. An airline that operates for the benefit of, or under the same or substantially similar name and/or livery as another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months

prior to, the date on which the new scheduled passenger or cargo service begins; or

2. An airline that consolidates with, or merges into, another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new scheduled passenger or cargo service begins.

To become an Eligible Airline, an airline must have entered into or commit to enter into, and be in compliance with, all of the terms of the Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

Qualifying Flight: a regularly scheduled passenger or cargo flight (designated by a particular flight number or numbers) between the Airport and a Transoceanic Destination served by the same aircraft on a one-stop or less basis for a passenger flight and a two-stop or less basis for a cargo flight and listed as non-stop or direct service that is first operated by an Eligible Airline during that Airline's initial 30 days of operations of the Qualifying Flight at the Airport is a Qualifying Flight for the purposes of Program V.

C. Program V Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program V and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Landing Fees associated with that airline's Qualifying Flights and incurred up to the first 18 consecutive months of operations of that service.
2. Terminal Building Rents or incremental Terminal Building Rents, or other building rents paid directly to the airport, if any, associated with an airline's Qualifying Flights or assigned to an Eligible Airline and incurred up to the first 18 consecutive months of operations by that service.

SECTION 107: PROGRAM VI -- NEW SEASONAL AIR SERVICE (PASSENGER)

A. Program VI Goals:

1. Stimulate the introduction of passenger Seasonal Flights to new airline-specific non-stop destinations from the Airport.
2. Ease the economic risk associated with beginning passenger Seasonal Flights to new airline-specific non-stop destinations from the Airport.

3. Help mitigate the financial impact of starting passenger Seasonal Flights to new airline-specific non-stop destinations from the Airport.

B. Program VI Definitions:

Eligible Airline: an airline that introduces Qualifying Flights and commits to maintain such service until a time agreed upon by the Airport Director, *except*:

1. An airline that operates for the benefit of, or under the same or substantially similar name or livery as another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new scheduled passenger service begins; or
2. An airline that consolidates with, or merges into, another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new Seasonal Air Service begins.

To become an Eligible Airline, an airline must have entered into or commit to enter into, and be in compliance with, all the terms of the Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

Qualifying Flight: A new regularly scheduled passenger non-stop round trip Seasonal Flight (designated by a particular flight number or numbers) between the Airport and an airport that has not been served from the Airport by the airline operating such new service during the previous 12 months is a qualifying scheduled service for purposes of Program VI.

C. Program VI Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program VI, and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Thirty percent (30%) of the Landing Fees associated with that airline's Qualifying Flights and incurred during the first season of service of such Qualifying Flights.
2. Thirty percent (30%) of the Terminal Building Rents or incremental Terminal Building Rents, if any, associated with that Airline's Qualifying Flights and incurred during the first season of such Qualifying Flights.

SECTION 108: PROGRAM VII – TRIAL AIR SERVICE (PASSENGER)**A. Program VII Goals:**

1. Stimulate the introduction of air service to new airline-specific non-stop destinations from the Airport.
2. Ease the economic risk associated with beginning passenger air service to new airline-specific non-stop destinations from the Airport.
3. Help mitigate the financial impact of starting passenger air service to new airline-specific non-stop destinations from the Airport.

B. Program VII Definitions:

Eligible Airline: an airline that introduces Qualifying Flights and commits to maintain such service for a period of 12 consecutive months is eligible to participate in Program VII, *except*:

1. An airline that operates for the benefit of, or under the same or substantially similar name or livery as another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new scheduled passenger service begins; or
2. An airline that consolidates with, or merges into, another airline that is serving the Airport on, or discontinued service at the Airport within the 12 months prior to, the date on which the new Seasonal Air Service begins.

To become an Eligible Airline, an airline must have entered into or commit to enter into, and be in compliance with, all the terms of the Airport Use and Lease Agreement or an Airline Operating Agreement and Terminal Building Space Permit.

Qualifying Flight: A new, regularly scheduled, non-stop, round trip passenger flight (designated by a particular flight number or numbers) between the Airport and an airport that has not been served from the Airport by the airline operating such new service during the previous 12 months is a qualifying flight for purposes of Program VII. An Airline may request a change in the original destination during the Qualifying Flight's initial 12 month operating period, but such request must be approved by the Airport Director to be considered a substitution and be counted as a Qualifying Flight.

C. Program VII Incentives

Upon the Airport Director's determination that an airline is eligible to participate in Program VII, and subject to the provisions of this Incentive Program, the following fees will be waived:

1. Landing fees associated with that airline's Qualifying Flight and incurred up to the first 3 consecutive months of operations of that service.
2. Terminal Building Rents or incremental Terminal Building Rents, if any, associated with that airline's Qualifying Flight and incurred up to the first 3 consecutive months of operation of that service.

SECTION 108: PROCEDURES

A. Application Process

1. Before commencing new service that may qualify for any Incentive Program, an airline desiring to participate must petition in writing to the Airport Director. A petition should include sufficient information to demonstrate eligibility to participate in the desired program and flight qualifications, including, without limitation: the type of new service to be offered, the destination airport, the date on which the new service will begin, and the type of aircraft to be used for the new service. If applicable, a petition to participate in Programs II - VI also should include evidence that the airline would incur incremental Terminal Building Rents as a result of operating the applicable Qualifying Flights.
2. The Airport Director may request any additional information as may be necessary to consider an application.
3. An application must be approved by the Airport Director before an airline is eligible to participate, and its flights qualify for participation, in the Incentive Program.
4. The Airport Director may reject an application if the Airport Director determines that:
 - a. the airline is not eligible to participate in the Incentive Program;
 - b. the proposed service does not qualify for an incentive; or
 - c. the proposed service does not meet the Incentive Program's goals.
5. The Airport Director may terminate an airline's eligibility to participate if that airline fails to meet or maintain any of the requirements for participation.

B. Reports

An airline participating in the Incentive Program may be required to provide operational reports to show it is meeting the applicable requirements.

C. Year-End Settlement

Contemporaneously with the year-end accounting, recalculation and settlement of fees and charges payable by airlines operating at the Airport, Airport staff shall calculate the aggregate actual financial benefits conferred in the form of fee and rent waivers to all the airlines that participated in the Incentive Program during the previous Fiscal Year. If the amount of aggregate actual financial benefits conferred exceed the authorized amount for that Fiscal Year, the financial benefits must be prorated among all the airlines participating in the Incentive Program based on the percentage that results from dividing the total aircraft landed weight of each Eligible Airline for its Qualifying Flights during that Fiscal Year, by the aggregate landed weight of all Eligible Airlines for their Qualifying Flights during such period.

Any benefits actually conferred to an airline participating in the Incentive Program in excess of that airline's prorated authorized amount, if any, must be paid by the airline to the City upon demand.

D. Retroactive payment of waived fees

If the eligibility of an airline that is participating in the Incentive Program is terminated by the Airport Director for failure to meet or maintain the requirements for participation, such airline must pay to the City an amount equal to the applicable Landing Fees and Terminal Building Rents, as the case may be, that were waived in accordance with the Incentive Program.

ORDINANCE #69793
Board Bill No. 85

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, making certain findings with respect to the transfer of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) of excess moneys that The City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), intends to transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) in accordance with Section 509.F of the Airport Amended and Restated Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009; authorizing transfers in the total amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) from the Airport Development Fund into the Airport Contingency Fund; further authorizing transfers of funds in the total amount not to exceed Three Million Two Hundred Four Thousand Three Hundred Fifty Four Dollars (\$3,204,354.00) from the Airport Contingency Fund to the Airport Revenue Fund (established under Ordinance 59286, approved October 26, 1984) as are required for the purposes of making funds available for the estimated costs of the Airport's Air Service Incentive Program for Fiscal Years 2015 through 2017; containing a severability clause; and containing an emergency clause.

WHEREAS, The City of St. Louis, Missouri (the "City"), owns an airport known as the Lambert-St. Louis International Airport (the "Airport"), which is operated by the Airport Authority of the City;

WHEREAS, pursuant to Section 509.F of the Airport Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"), the City may, but if and only to the extent consistent with the "Capital Budget" provided for in Section 816 of the Restated Indenture, transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) any moneys in the Airport Development Fund which are no longer needed for the purposes of moneys on deposit in the Airport Development Fund;

WHEREAS, the City, acting in the best interest of the City, the Airport, and the traveling public, anticipates that up to Four Million Eight Hundred Thousand Dollars (\$4,800,000.00) may be required for the purposes of making funds available for the estimated costs of the Airport's Air Service Incentive Program for Fiscal Years 2015 through 2017;

WHEREAS, there is a balance in excess of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) available for transfer from the Airport Development Fund into the Airport Contingency Fund;

WHEREAS, it is now in the best interest of the City, the Airport, and the traveling public to authorize the transfer of funds from the Airport Development Fund into the Airport Contingency Fund in the total amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00); and

WHEREAS, this Ordinance authorizing the transfer of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) from the City's Airport Development Fund into the Airport Contingency Fund and then the transfer of Three Million Two Hundred Four Thousand Three Hundred Fifty Four Dollars (\$3,204,354.00) from the Airport Contingency Fund into the Airport Revenue Fund (established under Ordinance 59286, Section 13, approved October 26, 1984) for the purpose of making funds available for the Airport's Air Service Incentive Program for Fiscal Years 2015 through 2017, are recommended by the City's Airport Commission and the City's Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis hereby adopts and incorporates herein the foregoing recitals as findings and further finds that the Two Million Two Hundred Thousand Dollars (\$2,200,000.00) of excess moneys or funds that The City of St. Louis (the "City"), intends to transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) is no longer needed for the purposes of moneys on deposit in the Airport Development Fund and that said transfer is consistent with the Airport Capital Budget in accordance with Section 509.F of the Lambert-St. Louis International Airport Amended and Restated Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009.

SECTION TWO. There is hereby authorized a transfer of funds in the total amount of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) from the Airport Development Fund (established under Ordinance 59286, approved October 26,

2984) into the Airport Contingency Fund.

SECTION THREE. There is hereby further authorized transfers as are required of sufficient funds or moneys on deposit in the Airport Contingency Fund in the total amount not to exceed Three Million Two Hundred Four Thousand Three Hundred Fifty Four Dollars (\$3,204,354.00) from the Airport Contingency Fund to the Airport Revenue Fund for the purpose of making funds available for the estimated costs of the Airport's Air Service Incentive Program for Fiscal Years 2015 through and including Fiscal Year 2017 (the "Program"); provided, however, that any appropriated amounts in excess of actual financial benefits conferred in each fiscal year will be carried over to the immediately following fiscal year to be used in accordance with the Program to include fiscal year 2018 for those eligible airlines with qualifying flight activity that extend beyond the end of Fiscal Year 2017 in accordance with the Program.

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

SECTION FIVE. This being an Ordinance making an appropriation and providing for payment of current expenses, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the Charter of the City and shall become effective immediately upon its approval by the Mayor of the City.

Approved: July 7, 2014

ORDINANCE #69794
Board Bill No. 86

An ordinance pertaining to parking within "4200 Gibson Avenue Residential Park District"; authorizing the Traffic Administrator to designate the location and restrictions for curbside parking of residential parking zones within the "4200 Gibson Avenue Residential Park District"; authorizing the placement of Residential Permit Parking Only signs within the District; and prohibiting the parking, within the District, of any vehicle which does not display the authorized permit; containing definitions, a penalty clause and an emergency clause.

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

SECTION ONE. Definitions.

- A. "4200 Gibson Avenue Residential Park District" is the area bounded on the west by Boyle Avenue and ending on the east as a dead end.
- B. "Parking Permit" is a valid resident or visitor parking permit issued for the "4200 Gibson Avenue Residential Park District" by the Traffic and Transportation Administrator of the City of St. Louis.
- C. "Resident" is a person who lives in property abutting a street designated in whole or in part as a residential parking zone.
- D. "Residential Parking Zone" is any street, or any portion of a street, within the boundaries of the "4200 Gibson Avenue Residential Park District" which is designated and posted by the Traffic and Transportation Administrator as a residential parking zone with specific parking restrictions.
- E. "Visitor" is any person who is a household guest, a visitor, a worker performing services for, or domestic help for, a resident.

Section Two. Designation of residential parking zones.

The Traffic and Transportation Administrator is hereby authorized to designate the location and restrictions for curbside parking of residential parking zones within the "4200 Gibson Avenue Residential Park District" upon the completion of a traffic survey which documents that thirty-three percent (33%) or more of the parked vehicles on a given block within the "4200 Gibson Avenue

Residential Park District” are not owned by the residents.

Section Three. Permit use.

When signs are erected upon streets in residential parking zones designating "Residential Permit Parking Only" during certain hours of the day on certain days, no person, firm or corporation shall park or cause to be parked any vehicle during any time that does not display a resident parking permit.

Section Four. Permit issuance.

The Traffic Administrator may issue annual parking permits to the residents of the “4200 Gibson Avenue Residential Park District”. The Traffic Administrator may contract with a Missouri nonprofit corporation, at no cost to the City, for the procurement, assignment, and distribution of such annual parking permits, and the procurement and installation of necessary signage.

Section Five. Disabled parking.

The provisions of this chapter shall not supersede or diminish the authority of the Traffic Administrator, upon the recommendation of the Commissioner for the Disabled, to issue, under the provisions of Ordinance 65142, a residential disabled parking permit for any parking space within the “4200 Gibson Avenue Residential Park District”. The holder of a residential disabled parking permit shall be exempt from the provisions of this chapter.

Section Six. Penalty for violation.

A. Any person, firm or corporation who shall park or cause to be parked any vehicle in violation of the provisions of this ordinance shall upon the conviction thereof be fined twenty dollars (\$20.00) for each such offense.

B. Any person, firm or corporation who shall distribute a resident or visitor parking permit to any person, firm or corporation not authorized to display such parking permit shall have his or her parking permits suspended by the Traffic and Transportation Administrator for a period not to exceed one year.

Section Seven. Emergency Clause

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

Approved: July 7, 2014

**ORDINANCE #69795
Board Bill No. 59**

An Ordinance pertaining to the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., as adopted and approved by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168 creating the “City Public Transit Sales Tax Trust Fund” directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the “City Public Transit Sales Tax Trust Fund – Account ONE” appropriating \$10,074,162 from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2014 through, June 30, 2015; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the “City Public Transit Sales Tax Trust Fund” during the period of July 1, 2014 through June 30, 2015; and containing a severability clause.

WHEREAS, In accordance with Ordinance 65613, the City of St. Louis, Missouri is authorized to enter into a Memorandum of Agreement (MOA) with the Bi-State Development Agency and St. Louis County, Missouri providing for the City’s annual appropriation of the sales tax levied for public mass transportation purposes, and pursuant to provisions of Section 3.2 of the MOA, the City shall transfer monthly to the Trustee, BNY Trust of Missouri, in immediately available funds, moneys on deposit in the City Public Transit Sales Tax Fund account attributable to the quarter-cent sales tax imposed pursuant to Ordinance 63168 and approved by the voters on August 2, 1994;

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

SECTION ONE. All sales taxes collected pursuant to Section 94.660, RSMo., and Ordinance 63168 and distributed by the Director of Revenue to the Treasurer of St. Louis City as authorized by Senate Bill 432 (the “Act”) as approved and adopted by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168, shall be deposited in a special trust fund, to be known as the “City Public Transit Sales Tax Fund – Account ONE.”

SECTION TWO. There is hereby appropriated out of the “City Public Transit Sales Tax Trust Fund – Account ONE,” subject to the conditions herein contained in Sections Four and Five, the amount of \$10,074,162, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the “City Public Transit Sales Tax Trust Fund – Account ONE,” as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Section 94.660 RSMo., as approved and adopted by the voters of the City of St. Louis on August 2, 1994, pursuant to Ordinance 63168, are received from the Director of Revenue of the State of Missouri and are deposited in the “City Public Transit Sales Tax Trust Fund – Account ONE” as provided herein from July 1, 2014 through June 30, 2015.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the “City Public Transit Sales Tax Trust Fund” during the period from July 1, 2014 through June 30, 2015.

SECTION FIVE. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 10, 2014

ORDINANCE #69796
Board Bill No. 60

An Ordinance pertaining to the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., as adopted and approved by the voters of St. Louis City on November 4, 1997, pursuant to Ordinance 64111 creating the “City Public Transit Sales Tax Trust Fund” directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the “City Public Transit Sales Tax Trust Fund – Account TWO” appropriating \$10,074,162 from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2014 through, June 30, 2015; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the “City Public Transit Sales Tax Trust Fund” during the period of July 1, 2014 through June 30, 2015; and containing a severability clause.

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

SECTION ONE. All sales taxes collected pursuant to Section 94.660, RSMo., and Ordinance 64111 and distributed by the Director of Revenue to the Treasurer of St. Louis City as authorized by Section 94.660, RSMo. (the “Act”) as approved and adopted by the voters of St. Louis City on November 4, 1997, pursuant to Ordinance 64111, shall be deposited in a special trust fund, to be known as the “City Public Transit Sales Tax Fund – Account TWO.”

SECTION TWO. There is hereby appropriated out of the “City Public Transit Sales Tax Trust Fund – Account TWO,” subject to the conditions herein contained in Sections Four and Five, the amount of \$10,074,162, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the “City Public Transit Sales Tax Trust Fund – Account TWO,” as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Section 94.660, RSMo., as approved and adopted by the voters of the City of St. Louis on November 4, 1997, pursuant to Ordinance 64111, are received from the Director of Revenue of the State of Missouri and are deposited in the “City Public Transit Sales Tax Trust Fund – Account TWO” as provided herein from July 1, 2014 through June 30, 2015.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the "City Public Transit Sales Tax Trust Fund" during the period from July 1, 2014 through June 30, 2015.

SECTION FIVE. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 10, 2014

ORDINANCE #69797
Board Bill No. 61

An ordinance appropriating the sum of \$20,153,420, as described and defined in Section 94.600 through 94.655, R.S. Mo. 2000 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency for transportation purposes; and further providing that the appropriation is conditional upon the Bi-State Development Agency supplying the Board of Estimate and Apportionment an annual evaluation report; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amount of proceeds deposited in the "Transportation Trust Fund" during the period from July 1, 2014 through June 30, 2015; providing for the appropriation to be reduced if certain funds are used for other than public transit purposes; further providing that the appropriation is conditional upon Bi-State requiring the payment of prevailing wages and benefits to employees of outside service contractors; and containing a severability clause.

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

SECTION ONE. There is hereby appropriated from the unappropriated balance of the "Transportation Trust Fund," subject to the conditions herein contained in sections three (3) and four (4), the sum of \$20,153,420, as described and defined in Section 94.600 through 94.655, R.S. Mo. 2000 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency to be used exclusively and without diversion in any way for public transit purposes pursuant to section 94.600 R.S. Mo. 2000.

SECTION TWO. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein, on the "Transportation Trust Fund" as the proceeds of the one-half percent (1/2%) sales tax authorized by Ordinance No. 56554, approved June 29, 1973, are received from the Director of Revenue of the State of Missouri and are deposited in the "Transportation Trust Fund" as provided by Ordinance No. 56584, approved October 9, 1973, as provided herein from July 1, 2014 until the 30th day of June, 2015. This authorization is made subject to and conditional upon the Bi-State Development Agency submitting to the Board of Estimate and Apportionment an annual evaluation report describing services provided and the cost thereof including cost justification for overhead rates and other management fees. The receipt of any funds appropriated hereunder shall constitute consideration for the Bi-State Development Agency's obligating itself to furnish the evaluation reports as required herein.

SECTION THREE. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of the proceeds received from the Director of Revenue of the State of Missouri and deposited in the "Transportation Trust Fund" during the period from July 1, 2014 through June 30, 2015.

SECTION FOUR. (a) The Bi-State Development Agency ("Bi-State") shall include in all its requests for competitive bids for outside service work the requirement that the bidder pay prevailing wages and benefits to its employees in performing such contractual work.

(b) For the purpose of this ordinance, "prevailing wages and benefits" shall mean the wages paid generally in the St. Louis Metropolitan area to workers engaged in service work of a similar character, and all benefits associated therewith. Prior to letting any bid for outside service work, Bi-State shall establish prevailing wages and benefits for service workers in the contract for which the bid will be let, which shall be attached to and made a part of each bid specification. In establishing prevailing wages and benefits, Bi-State shall obtain from the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, a list of prevailing wages for the job classification(s) which come closest in nature and character to the jobs to be performed in the service contract for

which bids are to be let. In addition to such list, Bi-State shall also base its established prevailing wages and benefits on information from the United States Department of Labor, Bureau of Labor Standards, to the greatest extent feasible.

(c) After establishing prevailing wages and benefits for a bid to be let, and not less than one week prior to letting the bid, Bi-State shall provide the Board of Aldermen, c/o the Clerk, with copies of all information and material used to establish such prevailing wages and benefits.

SECTION FIVE. In the event the Board of Estimate and Apportionment concludes that any funds herein appropriated or previously appropriated by the City of St. Louis to the Bi-State Development Agency and remaining unspent are used for other than public transit purposes, the appropriation herein enacted shall be reduced by an amount equal to the amount used for other than public transit purposes. The determination of the Board of Estimate and Apportionment of such spending for other than public transit purposes shall be conclusive.

SECTION SIX. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of Bi-State to receive funding from the United States, the remaining sections of this ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds that the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 10, 2014

ORDINANCE #69798
Board Bill No. 66

An ordinance pertaining to the adoption of a policy supporting the practice of the Trap-Neuter-Return (TNR) of feral cats by Sponsor(s) approved by the Department of Health of the City of St. Louis; allowing the same to humanely trap, spay and neuter, and return feral cats to a colony in the area they were found, and to provide guidance to Feral Cat Caregivers, as defined herein; further providing requirements to be met by the Sponsor(s) of Feral Cat Colonies and Caregivers; and actions to take if a Sponsor or Caregiver assumes duties and causes harm or provides negligent care to cats in its Colony, or otherwise violates the standards of care required by the Department of Health for a sponsor or caregiver to undertake TNR activity, further amending and repealing portions of Ordinances 67799, 66384, 62853, and 62941; and containing a Severability Clause and an Emergency Clause.

WHEREFORE, IT IS THE POLICY OF THE City of St. Louis to provide animal control in an effective and humane fashion, consistent with the Mayor's Policy Against Animal Cruelty, and;

WHEREFORE, Trap-Neuter-Return (TNR) is an approach to manage Feral Cat populations that will lower the stray cat population in the City of St. Louis; is employed by municipalities throughout the United States of America and has been proven effective in reduction of Feral Cat populations; and

WHEREFORE, left unaddressed, Feral Cats can create significant challenges to the animal welfare system and to the community at large, and

WHEREFORE, lost and abandoned cats in the City of St. Louis provide a constant supply of Feral Cats, and free-roaming and unaltered cats continue to produce Feral Cats at a rapid rate; and

WHEREFORE, Trap-Neuter-Return is consistent with the City's efforts to fight animal cruelty and support no-kill policies; and

WHEREFORE, neutering and spaying a sufficient percentage of the Feral Cat population breaks the reproductive cycle, and the combination of sterilization, adoption, and attrition can lead to a reduced population of feral cats in the short and long term; and

WHEREFORE, nuisance behaviors of Feral Cats decrease substantially when TNR is implemented, as noise from Feral Cats, including noise from yowling and fighting is largely attributable to mating behavior, and the strong odor associated with Feral Cats comes from the urine of unaltered male cats and neutering eliminates that odor; and

WHEREFORE, members of the local animal welfare community of the City of St. Louis, including shelters, rescue groups

and Colony Caregivers have indicated their desire to collaborate with the Department of Health and wish to provide TNR services in the City of St. Louis; and

WHEREFORE, the practice of TNR, as set forth in this ordinance, is designed to assist in protection of the public health, reduce shelter euthanasia, preserve scarce shelter resources, and solve the feral and stray cat overpopulation problem in the City of St. Louis, and move the City forward toward in its goal of permanent reduction of the local feral cat problem and can prevent future generations of cats from being homeless; and

WHEREFORE, this Board of Aldermen hereby finds that passage of this ordinance is in the best interest of the City of St. Louis and that neighborhood residents will experience relief from nuisances caused by free-roaming, unaltered cats, and that TNR is a humane and effective way to reduce Feral Cat overpopulation in the City.

BE IT ORDAINED AS FOLLOWS:

SECTION ONE. FERAL CATS DEFINITIONS.

- A. “Domesticated Cat” means a cat that is socialized to humans and is appropriate as a companion to humans. The responsibilities of owners of domesticated cats are set forth in Ordinances 67799, 66384, 62941, and 62853 as Codified in Chapter 10 of the Revised Code of the City of St. Louis;
- B. “Ear tipping” means straight-line cutting of the tip of the left ear while the cat is anesthetized;
- C. “Feral Cat” means a cat that is (i) born in the wild or is the offspring of an owned or feral cat and that is not socialized, or (ii) is a formerly owned cat that has been abandoned and is no longer socialized;
- D. “Feral Cat Caregiver” means any person other than an owner who provides food, water or shelter to, or otherwise cares for a feral cat;
- E. “Feral Cat Colony” means any group of cats that congregates, more or less, together as a unit. Although not every cat in the colony may be Feral, any nonferal cats that congregate with a colony shall be deemed to be part of it;
- F. “Feral Cat Colony Caregiver” means any Feral Cat Caregiver who is approved by a Sponsor to care for a Feral Cat Colony;
- G. “Nuisance” for purposes of this ordinance, means conduct by stray or Feral Cats that disturb the peace. Stray or Feral Cats may create a nuisance by (a) habitually or continually howling, crying or screaming, or (b) habitually and significantly destroying, desecrating or soiling property against the wishes of the owner of the property;
- H. “Sponsor” is any animal welfare provider that agrees to comply with the requirements of this ordinance for Sponsors provides written notice to and is approved by the Department of Health and the majority of any other approved Sponsor(s);
- I. “Stray cat” means a cat that is regularly off the property of the owner, is not under the physical control and restraint of the owner and/or has no apparent owner;
- J. “TNR” means Trap, Neuter and Return;
- K. “TNR Program” means a program in which feral and stray cats are trapped, neutered or spayed, vaccinated against rabies, and returned to the location where they congregate, in accordance with this ordinance.
- L. “TNR Task Force” is an advisory task force comprised of TNR experts appointed by and at the discretion of the Director of Health to advise the Health Department on current TNR practices and policies.

SECTION TWO. FERAL CAT COLONIES.

A. Feral Cat Colonies shall be permitted and Feral Cat Colony Caregivers shall be entitled to maintain and care for Feral Cats by providing food, water, shelter and other forms of sustenance, provided that the Feral Cat Colonies are registered with a Health

Department approved Sponsor, as defined in Section One, and that the Feral Cat Colony Caregiver takes all appropriate and available steps to meet the terms and conditions of this ordinance.

B. Sponsorship of Colony TNR Programs. Any animal welfare group shall be eligible to act as a Sponsor, if approved by the City Department of Health and the majority of any other approved Sponsor(s). Any animal welfare group intending to undertake the responsibilities of Sponsor shall so advise the Department in writing and provide its address and telephone number, and electronic mail address.

C. Sponsor requirements. It shall be the duty of the Sponsor to:

1. Review, and in its discretion, approve of Feral Cat Colony Caregivers.
2. Help to resolve any complaints over the conduct of a Feral Cat Colony Caregiver or of cats within a colony.
3. Maintain records provided by Feral Cat Colony Caregivers on the approximate size and location of the colonies by zip code, as well as the vaccination and spay and neuter records of cats in the Sponsor's colonies.
4. Provide, at a minimum, written educational training for all Caregivers addressing uniform standards and procedures for Colony maintenance.
5. Report annually to the Department of Health:
 - i. The approximate number of cats in colonies;
 - ii. The approximate location of all cats in colonies;
 - iii. The number of cats in colonies vaccinated, spayed and neutered ; and
 - iv. The number of cats and kittens from colonies placed in permanent homes.
6. Use due consideration to prevent Feral Cat Colonies from being maintained on lands managed for wildlife or other natural resources, such as but not limited to, nature preserves, where the presence of a Feral Cat Colony is a proven threat, and to avoid the taking of rare, threatened or endangered species under State and Federal law.
7. Provide any forms or other documentation necessary to allow Feral Cat Colony Caregivers to receive any public or private subsidies, medical care or other forms of assistance for their Feral Cat Colonies which may be available to them.
8. The Department of Health has the right to the address of a colony where Feral Cat Colony Caregivers have regularly failed to comply with this ordinance, where the Sponsor has been unable to resolve a nuisance behavior situation, and/or where the Sponsor or Caregiver has refused to work with the TNR Task Force and Department of Health.

SECTION THREE. DISPOSITION OF FERAL CAT COLONY CATS.

A. The Department of Health, its designee, or a licensed veterinarian, in accordance with the enforcement of this ordinance and the entire Health Code, shall be the only persons permitted to destroy a Feral Cat. No person may knowingly poison or cause to be poisoned, or cause the destruction by other means, of a Feral Cat. The only exception will be by written Order of the Health Commissioner for the purpose of controlling diseases which have been medically proven to be transmissible to humans or other animals and only when all other methods and means have been exhausted. Such an Order shall name a person or persons to conduct this course of action, specify any products to be used, give the boundaries of the area involved and specify the precautionary measures to be employed to insure the safety of humans and other animals. Any drugs used for euthanasia shall be by or under the direction of a licensed veterinarian.

B Any ear tipped cats found or turned into any City animal shelter, animal welfare organization or veterinarian may notify the City Department of Health or Sponsor(s), if known, via mail or telephone.

B. The Department of Health, or its designee, in order to encourage the stabilization of the Feral Cat population in the City of St. Louis, shall have the following rights:

1. The right to direct that a Sponsor remove a Feral Cat that is creating a nuisance if the Sponsor has failed to adequately resolve the nuisance within 90 days after being given written notice thereof. In the event that the Department directs the sponsor to remove the cat, the Sponsor shall have 30 days to do so. Failure of the sponsor to remove the cat within said time period (or such longer time as the Department may specify) shall constitute grounds for the Department to remove the cat.
2. Animal Control Officers (ACO), Police Officers or Sponsors shall investigate any nuisance complaint allegedly caused by a Feral Cat.
3. In the event that an ACO or a Police Officer finds that a Feral Cat or Feral Cat Colony has created a nuisance, the ACO or Police Officer shall advise the Department and Sponsor in writing of the nuisance. If the Sponsor fails to correct the nuisance, the Department shall have the right to remove the cat.
4. If a Caregiver cannot be found for all or parts of a colony, the Sponsor shall make reasonable efforts to relocate the cat(s) to another location.
5. If a Sponsor fails to perform its duties as set forth in this Ordinance, the Department may notify the Sponsor that it must comply with the requirements of this Ordinance within 30 days. If the Sponsor fails to do so, the Department shall remove this Sponsor from the list of Department approved Sponsors, and shall reassign the Feral Cat Colonies from this Sponsor to another Sponsor.
6. If a Feral Cat Colony Caregiver regularly fails to comply with this ordinance, the Sponsor may notify the Feral Cat Colony Caregiver that he or she has 30 days to make all reasonable efforts to fulfill the responsibilities defined in this Ordinance. If the Feral Cat Colony Caregiver fails to comply within that time period, the Sponsor may identify and obtain replacement Feral Cat Colony Caregivers for the Feral Cat Colonies of the noncompliant Caregiver. If no other Feral Cat Colony Caregiver can be found within 30 days, the Sponsor may notify the Department, and the Department may reassign colony to another Sponsor, undertake TNR or humanely remove all, or parts of, the Feral Cat Colonies and dispose of them in accordance with this ordinance and the Health Code of the City of St. Louis.

SECTION FOUR. AMENDMENTS AND REPEALS.

A. Paragraph P, of Section 10.04.010 of Ordinance 67799, is hereby repealed, and enacted in lieu thereof is the following:

“P. “Owner/Guardian” shall mean any person, firm, corporation, organization, human society, public or private nonprofit corporation, harbinger or caregiver who owns, keeps, harbors, possesses or has control or custody of any animal. If the person purporting to own an animal is a minor as defined by the Revised Statutes of the State of Missouri, the minor’s parent(s) or legal guardian shall be deemed the owner of any animal for the purposes of this Chapter. This term does not include a person caring for a Feral Cat as a Feral Cat Caregiver, which is a defined term.”

B. Section One, subsection 10.04.050 of Ordinance 67799, is hereby repealed, and enacted in lieu thereof is the following:

“No dog or domestic cat, as defined in this Code, shall be permitted within the limits of the City unless such dog or cat is registered and the fee imposed by this Chapter is paid, except that transient dogs, as defined herein are excepted from such certificate for the period stipulated above and Feral Cats are excepted from this requirement.”

C. Section One, subsection 10.04.060 of Ordinance 66384, is amended to add a section E., which states as follows:

“E. Ear-tipped Feral Cats are exempt from the requirements of this section.”

D. Section One of subsection 10.04.079 of Ordinance 66384, Paragraph D. is repealed, and enacted in lieu thereof, the following:

“D. At the time of the vaccination of any dog or cat, the person performing the vaccination shall also

deliver to the owner/guardian of the said dog or cat, the tag obtained from the Health Department, as evidence of such inoculation. Every owner/guardian of a vaccinated dog or cat shall attach the tag evidencing rabies vaccination and registration onto the collar or harness of the vaccinated dog or cat, and such collar or harness shall be worn by that dog or cat at all times. Any dog or non-ear-tipped cat found without a tag shall be deemed to be not vaccinated, unless proof of vaccination is provided to the satisfaction of the animal registration center. Ear-tipped Feral Cats are presumed to be vaccinated against rabies.”

E. Section One, subsection 10.04.160 of Ordinance 66384, is amended to add a subsection (a) which states:

“(a) Feral Cats may be released to a Feral Cat Caregiver.”

F. Section One, subsection 10.04.225, or Ordinance 66384, is repealed, and enacted in lieu thereof the following:

“10.04.225-Stray Cats-Prohibited.

No owner/guardian of any Domestic Cat shall permit such Domestic Cat to be found at large on the streets of the City or in any public place or on another person’s property.”

G. Section Nine, subsection 10.20.017, part B.4. is hereby repealed, and enacted in lieu thereof is the following:

“B.4. Abandon any animal in any place without making provisions for its adequate care. A Feral Cat Caregiver operating lawfully who releases a Feral Cat in conjunction with Trap-Neuter-Return is not deemed to have abandoned the Feral Cat.”

H. Section 10.20.110 of Ordinance 62853, is hereby repealed, and enacted in lieu thereof the following:

“Section 10.20.110-Turning Animals Loose –

It is unlawful for any person to turn any animal loose in any street of public place within the City limits. Any person violating any of the provisions of this section shall be guilty of a misdemeanor. This section shall not apply to a Feral Cat Caregiver or Sponsor who is humanely trapping and returning a Feral Cat for the purpose of this Ordinance and the Health Code.”

SECTION FIVE. SEVERABILITY.

If any provision of this Ordinance shall be held or deemed to be held invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because of conflicts with any provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

SECTION SIX. EMERGENCY CLAUSE.

Passage of this Ordinance is being deemed necessary for the immediate preservation of the health and welfare of the residents of the City of St. Louis, and 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 shall become immediately effective upon its passage and approval by the Mayor.

Approved: July 15, 2014

ORDINANCE #69799 Board Bill No. 82

AN ORDINANCE AUTHORIZING THE EXECUTION OF A COMMERCIAL LEASE WITH AN OPTION TO PURCHASE BETWEEN THE CITY OF ST. LOUIS AND R AND C COMPANY; PRESCRIBING THE FORM AND DETAILS OF SAID COMMERCIAL LEASE; AUTHORIZING OTHER RELATED ACTIONS IN CONNECTION THEREWITH; CONTAINING AN EMERGENCY CLAUSE.

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

WHEREAS, the City's St. Louis Metropolitan Police Department, a Division of the Department of Public Safety, has a need to obtain a building for its evidence warehousing, garaging certain police vehicles and other related uses; and

WHEREAS, R and C Company has a suitable building located at 2150 S. 59th Street within the City which may serve said need; and

WHEREAS, R and C Company is willing to enter into a Commercial Lease with an Option to Purchase said building at 2150 S. 59th Street within the City.

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

SECTION ONE. The Board of Aldermen hereby approves, and the Comptroller of the City is hereby authorized and directed to execute, on behalf of the City, the Commercial Lease with an Option to Purchase for 2150 S. 59th Street within the City by and between the City and R and C Company, attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the Commercial Lease with an Option to Purchase for 2150 S. 59th Street and to affix the seal of the City thereto. The Commercial Lease with an Option to Purchase for 2150 S. 59th Street shall be in substantially the forms attached, with such changes therein as shall be approved by the Comptroller executing the same and as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized.

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

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

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

EXHIBIT A

PURCHASE CLAUSE

Lessee shall have the obligation to purchase the Leased Premises, with closing of sale at any time during the Lease, by notifying Lessor in writing not less than sixty (60) days nor more than one hundred twenty (120) days prior to the date of purchase, of Lessee's intention to buy. To be valid, this Lease, at the time of said notice, must be in full force and effect and Lessee shall have performed all its terms and conditions. Also, to be valid, said notice must include a non-refundable earnest deposit in the amount of Fifty Thousand and NO/100 Dollars (\$50,000.00) in the form of cash or check. Said earnest deposit and any prepaid rents and security deposit shall apply against the purchase price specified below. If Lessee should default after giving notice to buy, the earnest deposit shall become the property of the Lessor and shall not apply to the purchase price of any future exercise of purchase. However, such default shall not void the Lessee's purchase rights below.

-If the purchase closes on or before June 30, 2015, the sale price shall be Nine Hundred Fifty Thousand and NO/100 Dollars (\$950,000.00).

-If the purchase closes on or before June 30, 2016, the sale price shall be Nine Hundred Seventy Five Thousand and NO/100 Dollars (\$975,000.00).

-If the purchase closes on or before June 30, 2019, the sale price shall be One Million and NO/100 Dollars (\$1,000,000.00).

Per Paragraph 14 of the Schedule of Additional Provisions in the Commercial Lease, the final cost of the roof which has been paid by Lessor shall be added to the sale price.

Purchaser shall receive from Seller, a credit of Twenty Five Thousand and NO/100 Dollars (\$25,000.00) towards the Purchase prices above for every full year Purchaser has occupied the Leased Premises.

At the time of closing, sales commission shall be equal to 6% of the total sale price (inclusive of the portion of the cost of replacing the roof paid by Lessor as set forth above) shall be paid by Lessor, 100% to Hilliker Corporation. Any unamortized lease commission shall be credited to Seller.

Lessee and Lessor hereby acknowledge that the following agency disclosure has previously been made: A. William Aschinger of Hilliker Corporation is the Lessor's Agent (the Listing Agent) and is serving solely as agent for the Lessor in connection with this transaction; H. Meade Summers, III of Hilliker Corporation is the Lessee's Agent and is serving solely as agent for the Lessee in connection with this transaction; and the Lessee's Agent is not acting as a sub-agent of the Lessor's Agent, notwithstanding the fact that the Lessee's Agent will be receiving a portion of the commission paid by the Lessor. Principal parties agree that notice to them occurs upon delivery of notice to their agent, at Hilliker Corporation, and each principal party acknowledges receiving on initial contact, Missouri Brokers Disclosure Form and said agency disclosure. Principal parties acknowledge that said agents are third party beneficiaries of this Contract, only for its terms related to payment of sales commission and that investigation of due diligence issues are not within agents' scope of service.

Earnest deposit to be retained by Title Partners LLC or another title company designated by Lessee (the "title company") without interest but the title company shall not be liable for earnest deposit until actually in form of cash in hands of the title company. If sale is closed, earnest deposit to apply on sale price. If sale be not closed by date fixed therefor owing to a failure of performance by Lessee, earnest deposit shall be forfeited by Lessee, per the terms stipulated above, and paid to Lessor as liquidated damages and Lessor's sole and exclusive remedy for Lessee's failure to perform.

Rents, general taxes based on latest available assessment and rate, subdivision upkeep assessments, and where applicable, interest, insurance premiums, water rates, sewer service charge, gas and electric bills, fuel supply and operating expenses to be prorated and adjusted on the basis of thirty (30) days to the month, Lessor to have last day. Delinquent rents over thirty days, except for Lessee's rent, if any, to be collected by Lessor and not adjusted. Lessee to pay all recording fees, except fees for documents recorded to clear the title and to release any Monetary Encumbrances (defined below), fees for those documents to be paid by Lessor.

Lessor shall furnish general warranty deed, subject to leases and to occupancy of tenants existing on the date of closing and real estate taxes for year of closing. All personal property and fixtures included in this sale are guaranteed by Lessor to be paid for in full. The general warranty deed shall convey the Leased Premises to Lessee free and clear of all mortgages, deeds of trust, security instruments, financing statements, liens of any kind (including, without limitation, any mechanic's liens or other statutory lien), and any other monetary encumbrances whatsoever (the "Monetary Encumbrances"). Lessor shall cause such Monetary Encumbrances to be paid or discharged at or before the closing of the purchase of the Leased Premises. At any closing on the purchase of the Leased Premises, Lessor shall deliver evidence of authority to sell the Leased Premises (including, without limitation, copies of Lessor's articles of incorporation, by-laws, and resolutions authorizing the sale of the Leased Premises) and any affidavits, statements, or other documents requested by the Lessee or the title company (including, without limitation, any seller's affidavit or owner's affidavit).

At any time, Lessee shall have the right to review the title to the Leased Premises, including, without limitation, obtaining a title commitment and survey of the Leased Premises. If such title commitment or survey reveals any matters concerning the Leased Premises that are unsatisfactory to Lessee, in Lessee's sole discretion, Lessee agrees to notify Lessor of such matters (the "Title Objections"). If Lessor is unable to remove or otherwise cure such Title Objections to Lessee's sole discretion within 30 days after receipt of the Title Objections (but in all events not later than 5 days before the date set for closing, even if this means Lessor has less than 30 days to cure such Title Objections), Lessee shall have the right to cancel such closing and/or Lessee's purchase obligation hereunder, and, notwithstanding anything in this Exhibit A or elsewhere in this Lease to the contrary, in such event, the earnest deposit shall be returned to Lessee and this Lease shall remain in force and effect, provided, however, the Lessee shall have no obligation to purchase the Leased Premises.

If, after purchase notice is given, the Leased Premises be destroyed or damaged by fire, windstorm or otherwise, Lessor shall restore same within one hundred eighty (180) days if possible and sale closing date shall be extended accordingly. Lessor shall assume risk of such destruction or damage and shall have the obligation to obtain consent of insurance companies to sale contract.

If improvements or additions are in progress, or have been completed, at Lessor's direction within six months prior to sale closing date, Lessor shall furnish reasonable security against mechanics' liens or satisfactory evidence of payment of bills.

Leased Premises to be accepted in its present condition unless otherwise stated herein. Lessor warrants at the time of execution of the Lease, that (it) (he) has not received any written notification from any governmental agency requiring any repairs, replacements, or alterations to said Leased Premises which have not been satisfactorily made.

Lessor shall at Lessee's request, execute a recordable notice of the Purchase Clause.

Lessor represents and warrants to Lessee, and covenants with Lessee, the following: (a) that at the time of execution of the Lease, the title to the Leased Premises is free of any encumbrances which cannot be released by Lessor at the time of closing, other than zoning regulations and normal utility easements, and that Lessor will, during the term of this Lease, use all reasonable diligence to protect the title from encumbrances; (b) Lessor has not entered into any agreement concerning the transfer or lease of the Leased Premises (excepting the Lease and any existing or future mortgage on the Leased Premises, which mortgage shall be discharged by Lessor at any closing hereunder or before), and Lessor covenants and agrees not to enter into any such sale contract, lease or other agreement with respect to the Leased Premises so long as the Lease is in effect; (c) Lessor has not received any notices relating to any violation of any fire, zoning, or health laws or regulations which affect the Leased Premises; (d) to the best of Lessor's knowledge, the Leased Premises are in compliance with applicable environmental laws, rules and regulations, and there are no hazardous materials in, on or under the Leased Premises, and there has been no storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any hazardous materials on, in, under or from the Leased Premises; (e) to the best of Lessor's knowledge, there are no underground storage tanks on the Leased Premises; and (f) there is no pending or threatened litigation involving the Leased Premises (including, without limitation, condemnation actions). Lessor shall advise Lessee immediately of any information which would make any of the foregoing untrue.

Notwithstanding anything else in this Exhibit A or elsewhere in the Lease to the contrary, the satisfaction of each of the following shall be a condition precedent to Lessee's obligation to purchase (and close on such purchase) of the Leased Premises: (i) that the title company has committed to issue to Lessee an owner's policy of title insurance in a form satisfactory to Lessee, containing any endorsements required by Lessee, and not disclosing any exceptions to title other than those reviewed and approved by Lessee as set forth above; (ii) Lessor has delivered the general warranty deed described above and all other documents which Lessee or the title company may require of Lessor (including, without limitation, any seller's affidavits, resolutions, or other authority/organizational documents); (iii) Lessor is not in breach of the Lease or the terms of this Exhibit A and that Lessor has performed all of its obligations hereunder, and (iv) all representations and warranties of Lessor, if any, are true and correct as of the date of closing. In the event that the foregoing conditions have not been satisfied, then, notwithstanding anything else in this Exhibit A or elsewhere in the Lease to the contrary, the earnest deposit shall be returned to Lessee and this Lease shall remain in force and effect, provided, however, the Lessee shall have no obligation to purchase the Leased Premises.

The words Lessee and Lessor, where appearing in this contract shall be construed in the plural, if more than one. This contract shall bind the heirs, legal representatives, successors and assigns of the parties hereto. Neither party is bound by any representation of value of the Leased Premises. Purchase Clause assignable by Lessee with written consent of Lessor.

Lessor:	Lessee:
R and C Company	City of St. Louis
By: _____	By: _____
Name: _____	Name: <u>Darlene Green</u>
Title: _____	Title: <u>Comptroller</u>

COMMERCIAL LEASE

This Lease, made and entered into, this _____ day of June, 2014,

by and between R and C Company

Parties hereinafter called Lessor, and City of St. Louis,

hereinafter called Lessee,

WITNESSETH, That the said Lessor for and in consideration of the rents, covenants and agreements

hereinafter mentioned and hereby agreed to be paid, kept and performed by said Lessee, or Lessees, successors and assigns, has leased and by these presents does lease to said Lessee the following described Leased Premises, situated in the City of St. Louis State of Missouri, to-wit:

Premises 2150 South 59th Street, St. Louis, MO 63110, being a 1.45± acre site improved with a 55,453± sq. ft. office/warehouse building

Use of Premises To have and to hold the same, subject to the conditions herein contained, and for no other purpose or business than that of St. Louis Police Department evidence warehousing, garaging certain police vehicles and other related activities, and any other lawful purposes for and during the term of Five (5) Years

Terms and Rental commencing on the 1st Day of September 2014
 and ending on the 31st Day of August 2019
 at a yearly rental of See Rent Schedule Below
 payable in advance in equal quarterly installments of See Rent Schedule Below

Rent Schedule

Years	Period	Mod. Gross <u>Annual Rent</u>	Mod. Gross <u>Quarterly Rent</u>
1-2	September 1, 2014 through August 31, 2016	\$180,000.00	\$45,000.00
3-5	September 1, 2016 through August 31, 2019	\$200,000.00	\$50,000.00

on the 1st day of each and every quarter (being the first day of January, April, July and October during the calendar year) during the said term.

This Lease is not assignable, nor shall said Leased Premises or any part thereof be sublet, used or permitted to be used for any purpose other than above set forth without the written consent of the Lessor endorsed hereon, such consent not to be unreasonably withheld, delayed or conditioned; and if this Lease is assigned or the Leased Premises or any part thereof sublet without the written consent of the Lessor, or if the Lessee shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this Lease may by such fact or unauthorized act be cancelled at the option of the Lessor. Any assignment of

Assignment or Sub-letting this Lease or subletting of said Leased Premises or any part thereof with the written consent of the Lessor shall not operate to release the Lessee from the fulfillment on Lessee's part of the covenants and agreements herein contained to be by said Lessee performed, nor authorize any subsequent assignment or subletting without the written consent of the Lessor.

Repairs and Alterations All repairs and alterations deemed necessary by Lessee shall be made by said Lessee at Lessee's cost and expense with the consent of Lessor; and all repairs and alterations so made shall remain as a part of remain as a part of the realty; all plate and other glass now in said Leased Premises is at the risk of said Lessee, and if broken, is to be replaced by and at the expense of said Lessee.

Lessee's Initials _____ Lessor's Initials _____

The Lessor reserves the right to prescribe the form, size, character and location of any and all awnings affixed to and all signs which may be placed or painted upon any part of the Leased Premises, and the Lessee agrees not to place any awning or sign on any part of the Leased Premises without the written consent of the Lessor, or to bore or cut into any column, beam or any part of the Leased Premises without the written consent of Lessor. The Lessee and all holding under said Lessee agrees to use reasonable diligence in the care and protection of said Leased Premises during the term of this Lease, to keep the water pipes, water heaters, sewer drains, lighting systems, doors and drive-in doors, heating and air conditioning systems and sprinkler systems and the 2 ton, 10 ton and 15 ton cranes in good order and repair and to surrender said Leased Premises at the termination of this Lease in substantially the same and in as good condition as received, ordinary wear and tear excepted.

The Lessee agrees to keep said Leased Premises in good order and repair and free from any nuisance or filth upon or adjacent thereto, and not to use or permit the use of the same or any part thereof for any purposes forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said Leased

Premises. The Lessor or legal representatives may, at all reasonable hours, enter upon said Leased Premises for the purpose of examining the condition thereof and making such repairs as Lessor may see fit to make.

If the cost of insurance to said Lessor on said Leased Premises shall be increased by reason of the occupancy and use of said Leased Premises by said Lessee or other person under said Lessee, all such increase over the existing rate shall be paid by said Lessee to said Lessor on demand. The Lessee agrees to pay double rent for each day the Lessee, or any one holding under the Lessee, shall retain the said Leased Premises after the termination of this Lease, whether by limitation or forfeiture. In addition, Lessee shall be liable to Lessor from any damage which Lessor may suffer due to claims from a succeeding tenant as a result of such holding over.

***Damage to
Tenant's
Property***

Lessor shall not be liable to said Lessee or any person or corporation, including employees, for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to said Leased Premises.

The destruction of said Leased Premises by fire, or the elements, or such material injury thereto as to render said Leased Premises unquestionably untenable for 180 days, shall at the option of said Lessor or Lessee produce and work a termination of this Lease.

If the Lessor and Lessee cannot agree as to whether said Leased Premises are unquestionably untenable for 180 days, the fact shall be determined by arbitration; the Lessor and the Lessee shall each choose an arbitrator within five days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto.

If it is determined by arbitration, or agreement between the Lessor and Lessee, that said Leased Premises is not unquestionably untenable for 180 days, then said Lessor must restore said Leased Premises at Lessor's own expense, with all reasonable speed and promptness, and in such case a just and proportionate part of said rental shall be abated until said Leased Premises have been restored.

Possession of said Leased Premises and all additions and permanent improvements thereof shall be delivered to Lessor upon ten days' written notice that Lessor has exercised said option, and thereupon Lessor shall be entitled to and may take immediate possession of said Leased Premises, any other notice or demand being hereby waived.

Any notice of default or regarding forfeiture under this Lease shall be in writing and shall be deemed to be duly given (i) when delivered personally; (ii) three (3) days following mailing by certified mail, return receipt requested, (iii) one (1) day after delivery to a nationally recognized courier service for overnight delivery, or (iv) when delivered by local courier service, with signed acknowledgement of delivery, addressed, to Lessor at Lessor's notice address or to Lessee at Lessee's notice address. The addresses, which are stipulated in the Schedule of Additional Conditions, may be changed from time to time by either party by serving notice to the other party in the manner above provided.

Re-Entry

Said Lessee will quit and deliver up the possession of said Leased Premises to the Lessor or Lessor's heirs, successors, agents or assigns, when this Lease terminates by limitation or forfeiture, with all window glass replaced, if broken, and with all keys, locks, bolts, doors, climate control and plumbing appliances and fixtures, sprinkler and all other components of the Leased Premises in as good order and condition as the same are now, or may hereafter be made by repair in compliance with all the covenants of this Lease, save only the wear thereof from reasonable and careful use.

But it is hereby understood, and Lessee hereby covenants with the Lessor, that such forfeiture, annulment or voidance shall not relieve the Lessee from the obligation of the Lessee to make the monthly payments of rent and pay occupancy, pass through and maintenance expenses hereinbefore reserved, at the times and in the manner aforesaid; and in case of any such default of the Lessee, the Lessor may re-let the said Leased Premises as the agent for and in the name of the Lessee, at any rental and on any terms readily obtainable, applying the proceeds and avails thereof, first, to the payment of such expense as the Lessor may be put to in re-entering, repairing, maintaining and re-leasing the Leased Premises, as well as legal and collection expenses, and then to the payment of said rent, pass through, occupancy and maintenance expenses as the same may from time to time become due, and toward the fulfillment of the other covenants and agreements of the Lessee herein

contained, as they become due, and the balance, if any, shall be paid to the Lessee; and the Lessee hereby covenants and agrees that if the Lessor shall recover or take possession of said Leased Premises as aforesaid, and be unable to re-let and rent the same so as to realize a sum equal to the rent and other sums hereby reserved, the Lessee shall and will pay the Lessor any and all loss of difference of rent for the residue of the term, including occupancy, pass through and maintenance expenses, repair costs, leasing costs and legal and collection expenses. The Lessee hereby gives to the Lessor the right to place and maintain its usual "for rent" signs upon said Leased Premises, in the place that the same are usually displayed on property similar to that herein demised, and show prospective tenants through the Leased Premises, during normal business hours, during the last ninety days of this Lease.

Lessee's Initials _____

Lessor's Initials _____

SEE SCHEDULE OF ADDITIONAL PROVISIONS ATTACHED HERETO AND FORMING AN INTEGRAL PART OF THIS COMMERCIAL LEASE. SEE ALSO EXHIBIT A CONCERNING LESSEE'S PURCHASE RIGHTS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE SCHEDULE OF ADDITIONAL PROVISIONS AND THE TERMS OF THIS COMMERCIAL LEASE, THE TERMS OF THE SCHEDULE OF ADDITIONAL PROVISIONS SHALL GOVERN AND CONTROL. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF EXHIBIT A AND THE TERMS OF THE COMMERCIAL LEASE, THE TERMS OF EXHIBIT A SHALL GOVERN AND CONTROL. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF EXHIBIT C AND THE TERMS OF THE COMMERCIAL LEASE, THE TERMS OF EXHIBIT C SHALL GOVERN AND CONTROL.

**No
Constructive
Waiver**

No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this Lease; nor shall any consent by the Lessor to any assignment or subletting of said Leased Premises, or any part thereof, be held to waive or release any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-lessee shall be expressly subject thereto.

Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this Lease.

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

R and C Com pany
Lessor

City of St. Louis
Lessee

By: _____
John Camie

By: _____
Darlene Green

Title: Comptroller

By: _____
Charles Rallo, Jr.

Approved as to form:

Date: _____

Winston Calvert
City Counselor

Attest:

Parrie L. May
City Register

SCHEDULE OF ADDITIONAL PROVISIONS

This Schedule of Additional Provisions is attached to and made a part of that certain Commercial Lease dated June ____, 2014 (including this Schedule and all other exhibits or attachments to such Commercial Lease, the "Lease"), by and between R and C Company, as Lessor and City of St. Louis, as Lessee, to set forth additional provisions which have been agreed to in said Lease as follows, to-wit:

1. During the term of this Lease, the Lessor shall pay all real estate taxes and fire and extended coverage insurance premiums on the Leased Premises except as otherwise provided herein. Lessor shall also maintain the foundation, structural components and exterior walls, except, however, those items specifically excluded on Exhibit C attached hereto and incorporated herein and repairs as may become required or more expensive due to abuse or neglect by the Lessee. Lessee shall give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor's liability with respect to any defects, repairs or maintenance for which Lessor is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance or the curing of such defect. Lessee shall accept Leased Premises in an "As Is" condition and shall assume all other expenses of tenancy and occupancy including, but not limited to the maintenance and replacement of roof, plumbing systems, utility services, janitorial maintenance, electrical and mechanical equipment, plumbing systems and sprinkler systems, windows and doors, liability and contents insurance as well as landscaping, grass cutting, snow removal and parking surfaces maintenance and replacement.

2. Lessor shall maintain the existing mechanical and electrical equipment, plumbing systems and existing wet sprinkler systems in the northern 30,000 sq. ft. section during the first sixty (60) days of this Lease. After the first sixty (60) days of this Lease, Lessee shall accept all future responsibilities per the above.

3. Lessee shall, during the term of this Lease, provide insurance on the Leased Premises as follows: public liability, \$1,000,000.00 combined single limit. To the extent permissible under applicable law and Lessee's policy, the public liability policy shall name Lessor as additional named insured. Lessee shall furnish Lessor with certificate of said insurance policy.

4. If at any time during the term of this Lease, real estate taxes or the fire and extended coverage insurance premiums on the Property of which the Leased Premises are a part shall be increased over the amount thereon for the year 2014, Lessee shall pay 100% of the additional amount, within thirty (30) days of receiving written notice of such increase. Lessee's share of any increases for the last year of this Lease shall be pro-rated.

5. Upon execution of this Lease by both parties, and prior to Lessee's occupancy, Lessee shall deposit with Lessor on demand the first month's rent and first quarter's rent of Sixty Thousand and NO/100 (\$60,000.00) Dollars and a security deposit of Twenty Thousand and NO/100 (\$20,000.00) Dollars. The security deposit shall be held by Lessor as security for the performance of Lessee's obligations under this Lease. The security deposit is not an advance rental deposit or a measure of Lessor's damages in case of Lessee's default. Upon each occurrence of an event of default, Lessor may use all or part of the security deposit to pay delinquent payments due under this Lease, and the cost of any damage, injury, expense or liability caused by such event of default, without prejudice to any other remedy provided herein or provided by law. Lessee shall pay Lessor on demand the amount that will restore the security deposit to its original amount. The security deposit shall be the property of Lessor and draw no interest, but shall be paid to Lessee when Lessee's obligations under this Lease have been completely fulfilled. Lessor shall be released from any obligation with respect to the security deposit upon transfer of this Lease, the security deposit, and the Leased Premises to a person or entity assuming Lessor's obligations.

Lessee's Initials _____

Lessor's Initials _____

6. Lessee agrees that at any time, if requested by Lessor, Lessee will execute a Subordination, Non-Disturbance, and Attornment Agreement ("SNDA"), which will subordinate the terms of this Lease to the lien of a mortgage or deed of trust by Lessor against the Leased Premises, provided that the holder of such mortgage or deed of trust agrees that no foreclosure of such mortgage or deed of trust (or a conveyance in lieu thereof) shall work a termination of this Lease or disturb Lessee's quiet possession of the Leased Premises. Additionally, any such SNDA shall recognize the Lessee's purchase rights under the Lease. If Lessor has an existing mortgage(s) or deed(s) of trust on the Leased Premises, Lessor shall deliver a SNDA from each of its lender(s) in a form satisfactory to Lessee within 60 days of the date of the Lease. Lessee agrees to attorn to any purchaser at any foreclosure sale of any mortgage or deed of trust subject to the non-disturbance provisions of this paragraph and any SNDA.

7. Lessee agrees that from time to time upon the request of Lessor it will execute and deliver such statements or certificates as may be required by any lender to Lessor or prospective purchaser of Leased Premises regarding the status of Lessee's lease and occupancy. Lessee further agrees that within ten days after receipt from Lessor of a request for confirmation of lease terms and status, it will execute and return same to Lessor, noting any corrections thereto, failing which the terms and status of this Lease and Lessee's

occupancy thereunder shall be deemed as stated in such notice.

8. If the whole or any substantial part of the Leased Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would, in Lessee's reasonable judgment, prevent or materially interfere with the use of the Leased Premises for the purpose for which they are being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking of said Leased Premises shall occur and Lessor and Lessee shall have no further claims against one another for this cause.

9. The Lessee may mount a sign on the front of the building and a sign on the rear of the building so long as the signs are in compliance with the applicable sign codes and do not damage the property. Lessee shall remove all signs, at Lessee's expense, at the end of this Lease, repairing any damage caused by the signs or their removal.

10. Any rent or other payments, notice or document required or permitted to be delivered hereunder shall be addressed to the parties hereto at the respective addresses set out below, or at such other address as they may hereafter specify by written notice delivered in accordance herewith:

Lessee's Initials _____

Lessor's Initials _____

All payments are to be made without adjustment or offset. Any payment not received by Lessor prior to the 10th day after the date due shall be subject to a late penalty of \$250.00 and be subject to interest at the rate of 1% per Month, pro-rated on a thirty (30) day per month basis, commencing the date originally due.

11. Lessee and Lessee's invitees shall have the use of all the parking spaces on the parking lot.

12. This Lease shall be void and of no force and effect unless the following conditions and contingencies are met to Lessee's sole satisfaction on or before July 15, 2014:

- Lessee's satisfaction of all building and property conditions to enable Lessee to receive an occupancy permit.
- Lessee and Lessor's satisfaction and agreement on a roof bid, to include removing of skylights, for the entire building, per paragraph 14.
- Lessor shall provide three (3) roof bids by Monday, June ____, 2014 to Lessee. Lessor and Lessee shall mutually agree on the chosen bid by July 10, 2014.

13. Lessee shall not allow on or about the Leased Premises, materials or substances designated as hazardous by any government agency, except small amounts of materials or substances for normal housekeeping and maintenance purposes.

14. Prior to the commencement of this Lease, but only after such time as Lessee has confirmed that the conditions and contingencies in Paragraph 12 have been met to Lessee's satisfaction and the Lease has been executed by all parties Lessor shall, at its expense:

A. Install a new roof, per paragraph 12 above up to a budget of \$350,000.00. If the bid chosen is above \$350,000.00, Lessee shall pay the difference at the time of the roof installation. (Roof bid shall be attached as Exhibit "B".)

B. Inspect, repair and provide report that all existing heaters and air conditioning systems are in operating condition.

Lessee's Initials _____

Lessor's Initials _____

C. Inspect, repair and provide a report that the existing wet sprinkler system in the northern, 30,000 sq. ft. section is in operating condition.

D. Note to Lessee: Lessor has provided a "Building Disclosure Sheet" as Exhibit "C". This notes additional repairs Lessor shall complete as well as items Lessor is not addressing but making Lessee aware of.

The following shall remain on the Leased Premises:

- Shelving units shall remain

-Concrete platform in northern section remains

-Rail in floor of northern section remains.

Completed work shall comply with all applicable building codes.

15. Lessee shall otherwise accept the property in an "As Is" condition, perform all other leasehold improvements, and shall

A. As mentioned above, agree with Lessor on the type and bid for a new roof to be installed on the entire building.

B. At Lessee's expense, provide a heavy duty steel ramp in the northern recessed loading dock area for its use.

C. At Lessee's expense, provide a sprinkler system for the southern 25,000± sq. ft. section, if necessary.

Completed work shall comply with all applicable building codes.

16. Except for the improvements described in paragraphs 15.B. and 15.C. above, at Lessor's option, Lessee may be required to remove its leasehold improvements by the lease termination date.

17. Purchase Clause. Lessee shall have the obligation to purchase the property by the end of the Lease as outlined in the Purchase Clause attached hereto as Exhibit "A".

18. Lessee and Lessor hereby acknowledge that the following agency disclosure has previously been made: A. William Aschinger of Hilliker Corporation is the Lessor's Agent (the Listing Agent) and is serving solely as agent for the Lessor in connection with this transaction;

Lessee's Initials _____

Lessor's Initials _____

H. Meade Summers, III of Hilliker Corporation is the Lessee's Agent and is serving solely as agent for the Lessee in connection with this transaction; and the Lessee's Agent is not acting as a sub-agent of the Lessor's Agent, notwithstanding the fact that the Lessee's Agent will be receiving a portion of the commission paid by the Lessor. Principal parties agree that notice to them occurs upon delivery of notice to their agent, at Hilliker Corporation, and each principal party acknowledges receiving on initial contact, Missouri Brokers Disclosure Form and said agency disclosure. Principal parties acknowledge that said agents are third party beneficiaries of this Lease, only for its terms related to payment of sales commission and that investigation of due diligence issues are not within agents' scope of service.

19. Default by Lessee. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee: (a) The failure by Lessee to make any payment of rent or any other amount required to be paid by Lessee hereunder, as and when due, and such failure shall continue for a period of 10 days after written notice thereof from Lessor to Lessee; and (ii) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee (other than that described above in clause (a)), and such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee, provided, however, that if such default is of a nature that cannot be cured within such 30 day period, Lessee shall have such additional and reasonable time necessary to effect such cure provided Lessee commences the cure within the 30 day period and thereafter continues to pursue such cure in a diligent manner. In no event shall Lessee be liable for any punitive, consequential, or exemplary damages under this Lease, excepting, however, consequential damages payable by Lessor to a new tenant arising from Lessee's holding over in the Leased Premises as specifically provided in this Lease.

20. Default by Lessor. In the event that Lessor is in default of any of its agreements, representations, warranties, or covenants under this Lease, Lessee shall provide notice of such default to Lessor, whereupon Lessor shall have 30 days from the receipt of such notice to cure such default, provided, however, that if such default is of a nature that cannot be cured within such 30 day period, Lessor shall have such additional and reasonable time necessary to effect such cure provided Lessor commences the cure within the 30 day period and thereafter continues to pursue such cure in a diligent manner. If Lessor fails to cure such default, Lessee may pursue any remedy it has at law or in equity against Lessor, and specifically, if the same involves the payment of any sum by Lessor, or the making of repairs or maintenance by the Lessor, Lessee may make such payment or perform such repairs or maintenance and offset the amounts expended by Lessee therefor against the next installment (or installments) of rent due from Lessee hereunder. In no event shall Lessor be liable for any punitive, consequential, or exemplary damages under this Lease.

21. At Lessee's request, Lessor will execute and deliver to Lessee a recordable memorandum of this Lease memorializing

the terms of this Lease, including the purchase right provided for in Exhibit A, which Lessee may record in the Recorder of Deeds' Office for the City of St. Louis, Missouri.

Lessee's Initials _____

Lessor's Initials _____

22. Existing Tenant(s) Holdover. Should Lessor's existing tenant(s) hold over in the Leased Premises past August 31, 2014, the rent payable by Lessee to Lessor hereunder shall be abated in full during the entire holdover period of such existing tenant(s), Lessee's obligation to pay rent hereunder shall abate in full during such holdover period(s) and any pre-paid rents by Lessee hereunder attributable to such holdover period(s) shall, at Lessee's option, be credited or refunded to Lessee in full, and Lessor shall not be considered in default of this Lease. Lessor shall use its commercially reasonable efforts to promptly dispossess any holdover tenant(s) from the Leased Premises.

R and C Com pany
Lessor

City of St. Louis
Lessee

By: _____
John Camie

By: _____
Darlene Green

Title: Comptroller

By: _____
Charles Rallo, Jr.

Approved as to form:

Date: _____

Winston Calvert
City Counselor

Attest:

Parrie L. May
City Register

Approved: July 15, 2014

ORDINANCE #69800
Board Bill No. 91

AN ORDINANCE APPROVING THE RELEASE AND TERMINATION OF A REVERSIONARY INTEREST IN CERTAIN PROPERTY KNOWN AS 4250R DUNCAN AVENUE, 4240R DUNCAN AVENUE, AND 315 S. SARAH STREET, ST. LOUIS, MO 63110; AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED FOR SAID PROPERTY; PRESCRIBING THE FORM AND DETAILS OF SAID QUITCLAIM DEED; MAKING FINDINGS WITH RESPECT THERETO; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE AND EMERGENCY CLAUSE.

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

WHEREAS, on October 25, 1988, pursuant to Ordinance No. 61051, the City entered into that certain Transfer Agreement ("Transfer Agreement") with the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Metro") wherein the City agreed to convey certain property to Metro for the purposes of developing a light rail system in the St. Louis metropolitan area (the "Light Rail Project"); and

WHEREAS, the Transfer Agreement reserved unto the City certain reversionary rights with respect to the properties conveyed to Metro in the event that such properties ceased to be used for the Light Rail Project; and

WHEREAS, pursuant to the Transfer Agreement, and by Quit Claim Deed dated June 15, 1989, as recorded in Book M736, page 1256 of the records of the City of St. Louis, the City conveyed to Metro the property known as and numbered 4250R Duncan

Avenue, 4240R Duncan Avenue, and 315 S. Sarah Street, St. Louis, MO 63110, which property is more particularly described by the legal description contained in attached Exhibit A and incorporated herein by reference (the "Site"); and

WHEREAS, Metro has determined the Site to be surplus for operation of the Light Rail Project; and

WHEREAS, Metro desires to convey, or has conveyed, the Site to Center of Research, Technology and Entrepreneurial Exchange, a Missouri nonprofit corporation ("CORTEX") or its designee, and has requested that the City release and terminate its reversionary interest in the Site by executing and delivering to the owner of the Site a Quitclaim Deed in substantially the form attached as Exhibit B hereto and incorporated herein by reference (the "Deed") in order to allow for future development of the Site as part of the redevelopment of the CORTEX District; and

WHEREAS, the Site is located within a blighted area of the City known as the CORTEX West Redevelopment Area; and

WHEREAS, the Board of Aldermen finds that it is necessary and desirable and in the best interests of the City to execute the Deed and thereby release and terminate its reversionary interest in the Site in order to encourage and facilitate redevelopment of the Site as part of the CORTEX District in order to strengthen the employment and economic base of the City, increase property values and tax revenues, and facilitate economic stability for the City as a whole; and

WHEREAS, the Board of Aldermen hereby determines that the form of Deed attached as Exhibit B hereto is acceptable and that the execution and delivery by the City of the Deed is in the best interests of the City and the health, safety, morals, and welfare of its residents.

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

SECTION ONE. The Board of Aldermen finds and determines that execution of the Deed for the purpose of releasing and terminating the City's reversionary interest in the Site is necessary and desirable in order to encourage and facilitate redevelopment of portions of the Site as part of the CORTEX District for uses other than the Light Rail Project, which alternate uses and redevelopment are in the best interest of the City and the health, safety, morals, and welfare of its residents.

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

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

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

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

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

**EXHIBIT A
LEGAL DESCRIPTION OF SITE**

PARCEL 1:

A parcel of land in Block 4586 of the City of St. Louis, Missouri bounded as follows:

West by the Eastern line of Boyle Avenue; South by the North line of U.S. Survey 1657, being also the North line of the Wabash Railway Company right-of-way; East by the Western line of property conveyed to Wabash Railway Company by deed recorded in Book 6325 page 301; North by the Southern line of property conveyed to Southwestern Bell Telephone Company by deed recorded in Book 6544 page 377, and property conveyed to United States Steel Supply Company by deed recorded in Book 6325 page 299.

PARCEL 2:

A parcel of land in the Eastern part of Block 4586 of the City of St. Louis, Missouri described as follows:

Beginning at a point being 440 feet South of the intersection of the West line of Sarah Street and the South line of Duncan Avenue; thence South, along the West line of Sarah Street, 51 feet 11-1/2 inches, more or less, to the property of Wabash Railroad Company; thence West, along the North line of said Wabash Railroad Company, 220 feet 5-1/4 inches, more or less, to the East line of Boyce's South Lindell Addition; thence North along the East line of Boyce's South Lindell Addition, 51 feet 10-1/2 inches, more or less, to a point which is 440 feet South of the South line of Duncan Avenue, as measured along the East line of Boyce's South Lindell Addition; thence East, along a straight line, 220 feet 5-1/4 inches, more or less, to the point of beginning.

EXHIBIT B

QUITCLAIM DEED

THIS QUITCLAIM DEED, made and entered into this ___ day of _____, 2014, by and between THE CITY OF ST. LOUIS, MISSOURI, an instrumentality of government created pursuant to the laws of the State of Missouri with its principal office located at 1200 Market Street in the City of St. Louis, State of Missouri 63103 ("Grantor"), and _____, a _____, with its principal place of business at _____ ("Grantee").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Forever Quitclaim unto the Grantee, the following described Real Estate, situated in the City of St. Louis and State of Missouri, to wit:

See attached Exhibit A.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever, so that neither the Grantor nor its successors or assigns nor any other person or persons for it or in its name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall by these presents be forever excluded and barred.

Reference is made to deed dated June 15, 1989, recorded in Book M736, page 1256 in the City of St. Louis, Missouri records, which deed incorporates by reference a Transfer Agreement, dated October 25, 1988, by and between Grantor and Bi-State Development Agency of the Missouri-Illinois Metropolitan District, pursuant to which Grantor retains certain reversionary rights to the real property described hereinabove. Grantor hereby (a) releases any and all such reversionary rights, (b) assigns to Grantee any and all possibility of reverter Grantor may have in and to the real property described hereinabove, and (c) agrees not to exercise whatever power of termination and/or right of re-entry, if any, Grantor may have with respect to the real property described hereinabove.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents the day and year first above written.

Grantor:

THE CITY OF ST. LOUIS

Francis Slay, Mayor

Darlene Green, Comptroller

Approved as to form:

Deputy City Counselor

Register

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

On this ___ day of _____, 2014, before me personally appeared Francis Slay, Mayor, and Darlene Green, Comptroller, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Comptroller, respectively, of The City of St. Louis, an instrumentality of government created pursuant to the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said governmental entity, and that the foregoing instrument was signed and sealed on behalf of said governmental entity, with due authority; and said Mayor and Comptroller further acknowledged said instrument to be the free act and deed of said governmental entity.

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

Notary Public

My commission expires:

Grantee:

By: _____
Name: _____
Title: _____

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

On this ___ day of _____, 2014, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ of _____, a _____, and that the foregoing instrument was signed and sealed on behalf of said _____, by authority of _____; and further acknowledged said instrument to be the free act and deed of said agency.

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

Notary Public

My commission expires:

**EXHIBIT A TO QUITCLAIM DEED
LEGAL DESCRIPTION**

PARCEL 1:

A parcel of land in Block 4586 of the City of St. Louis, Missouri bounded as follows:

West by the Eastern line of Boyle Avenue; South by the North line of U.S. Survey 1657, being also the North line of the Wabash Railway Company right-of-way; East by the Western line of property conveyed to Wabash Railway Company by deed recorded in Book 6325 page 301; North by the Southern line of property conveyed to Southwestern Bell Telephone Company by deed recorded in Book 6544 page 377, and property conveyed to United States Steel Supply Company by deed recorded in Book 6325 page 299.

PARCEL 2:

A parcel of land in the Eastern part of Block 4586 of the City of St. Louis, Missouri described as follows:

Beginning at a point being 440 feet South of the intersection of the West line of Sarah Street and the South line of Duncan Avenue; thence South, along the West line of Sarah Street, 51 feet 11-1/2 inches, more or less, to the property of Wabash Railroad Company; thence West, along the North line of said Wabash Railroad Company, 220 feet 5-1/4 inches, more or less, to the East line of Boyce's South Lindell Addition; thence North along the East line of Boyce's South Lindell Addition, 51 feet 10-1/2 inches, more or less, to a point which is 440 feet South of the South line of Duncan Avenue, as measured along the East line of Boyce's South Lindell Addition; thence East, along a straight line, 220 feet 5-1/4 inches, more or less, to the point of beginning.

Approved: July 15, 2014

**ORDINANCE #69801
Board Bill No. 92**

An Ordinance Approving The Petition Of Various Owners Of Certain Real Property To Establish A Community Improvement District, Establishing The Euclid South Community Improvement District, Finding A Public Purpose For The Establishment Of The Euclid South Community Improvement District, And Containing An Emergency Clause And A Severability Clause.

WHEREAS, Mo. Rev. Stat. §67.1400 et seq. (the "CID Act") authorized the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of The Euclid South Community Improvement District, signed by owners or authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of The Euclid South Community Improvement District (as amended, the "Petition"); and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complies with the requirements of the CID Act; and

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at 9:00 a.m. on _____, 2014, by the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within The Euclid South Community Improvement District, as well as the City as a whole, will benefit from the establishment of The Euclid South Community Improvement District.

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

SECTION ONE.

(a) A community improvement district, to be known as "The Euclid South Community Improvement District" (hereinafter referred to as the "District"), is hereby established pursuant to the CID Act on certain real property described below to provide

services, construct improvements, impose taxes and carry out other functions as set forth in the Petition, which is attached hereto as Appendix A and incorporated herein by this reference.

(b) The District boundaries are set forth in the Petition and are generally described as follows: Kingshighway on its most Western boundary; Lindell Avenue on its most Northern boundary; Taylor Avenue on its most Eastern boundary; and Forest Park Avenue on its most Southern boundary, provided that said boundaries are irregular and do not encompass all parcels located therein.

SECTION TWO. The District is authorized by the Petition, in accordance with the CID Act, to impose a tax upon retail sales within the District to provide funds to accomplish any power, duty or purpose of the District.

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

SECTION FOUR.

(a) Pursuant to the Petition, the District shall be in the form of a political subdivision of the State of Missouri, known as “The Euclid South Community Improvement District.”

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the District shall be the same as the fiscal year for the City of St. Louis.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The District shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

SECTION FIVE. The District is authorized to use the funds of the District for any of the improvements, services or other activities authorized in the Petition and under the CID Act, which funds will be used within the boundaries of the District as required by the CID Act.

SECTION SIX. Pursuant to the CID Act, the District shall have all of the powers necessary to carry out and effectuate the purposes of the District and the CID Act as set forth in the Petition and under the CID Act.

SECTION SEVEN. The City of St. Louis hereby finds that the uses of the District proceeds as provided for in the Petition hereto, which proceeds will be used within the boundaries of the District as required by the CID Act, will serve a public purpose by encouraging the redevelopment of real property within the District.

SECTION EIGHT. Within one hundred twenty (120) days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of directors of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

SECTION NINE. The term for the existence of the District shall be as set forth in the Petition, as may be amended from time to time or as such term may be otherwise modified in accordance with the CID Act.

SECTION TEN. Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services

in the District existing prior to the creation of the District or transfer the burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

SECTION ELEVEN. The Register shall report in writing the creation of the District to the Missouri Department of Economic Development.

SECTION TWELVE. The Petition provides that the District shall be governed by a Board of Directors consisting of seven individual directors (collectively the "Directors" and each a "Director"), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the Petition. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the District for the terms set forth below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

<u>Name</u>	<u>Term</u>	<u>Qualification/Representative Of</u>
Brian Phillips	4 years	Property Owner of property used in connection with a nationally-known teaching and research hospital
Samuel T. Koplal	4 years	Property Owner
John McElwain	4 years	Property Owner
Gerard Craft	2 years	Business Owner
James Probst	2 years	Property Owner
Nick Georges	2 years	Business Owner
Sharon Heitmann	2 years	Business Owner

SECTION THIRTEEN. 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 a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION FOURTEEN. The Board of Aldermen hereby finds and determines that this ordinance constitutes an "emergency measure" pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the District, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

APPENDIX A

Petition to Establish The Euclid South Community Improvement District (Is on file in the Register's Office.)

Approved: July 15, 2014

ORDINANCE #69802 Board Bill No. 93

An Ordinance Approving The Petition Of Various Owners Of Certain Real Property To Establish A Community Improvement District, Establishing The 1831/2000 Sidney Street Community Improvement District, Finding A Public Purpose For The Establishment Of The 1831/2000 Sidney Street Community Improvement District, Authorizing the Execution of a Transportation Project Agreement Between The City And The 1831/2000 Sidney Street Transportation Development District, Prescribing The Form And Details Of Said Agreement, Making Certain Findings With Respect Thereto, Authorizing Other Related Actions In Connection With The TDD Project, And Containing An Emergency Clause And A Severability Clause.

WHEREAS, Mo. Rev. Stat. §67.1400 et seq. (the "CID Act") authorized the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of The 1831/2000 Sidney Street Community Improvement District, signed by owners or authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the proposed boundaries of The 1831/2000 Sidney Street Community Improvement District (as amended, the "Petition"); and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complies with the requirements of the CID Act; and

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the CID Act was held at 9:00 a.m. on July 2, 2014, by the Board of Aldermen; and

WHEREAS, the 1831/2000 Sidney Street Transportation Development District (the "TDD") intends to undertake that certain "TDD Project" as described and defined in that certain Transportation Project Agreement (the "Transportation Project Agreement"), the form of which is attached hereto as **Appendix B**; and

WHEREAS, the City constitutes the "local transportation authority" for the purposes of the TDD Project, and as no portion of the proposed project has been or is intended to be merged into the State highways and transportation system under the jurisdiction of the Missouri Highway Transportation Commission, approval of the TDD Project is vested exclusively with the City; and

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

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

WHEREAS, the City intends to enter into the Transportation Project Agreement as a mutually satisfactory agreement regarding the development and future maintenance of the TDD Project; and

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

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

WHEREAS, the Board of Aldermen hereby determines that the terms of the Transportation Project Agreement are acceptable, and that the execution, delivery and performance by the City and the TDD of their respective obligations are in the best interests of the City and the health, safety, morals and welfare of its residents; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within The 1831/2000 Sidney Street Community Improvement District, as well as the City as a whole, will benefit from the establishment of The 1831/2000 Sidney Street Community Improvement District and the other transactions described herein.

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

SECTION ONE.

(a) A community improvement district, to be known as "The 1831/2000 Sidney Street Community Improvement District" (hereinafter referred to as the "District"), is hereby established pursuant to the CID Act on certain real property described below to contract with a private property owner to demolish, remove, renovate, reconstruct, rehabilitate, repair and/or equip a portion of an existing building within the CID and to provide services, construct improvements, impose taxes, and carry out other functions as set forth in the Petition, which is attached hereto as Appendix A and incorporated herein by this reference.

(b) The District boundaries are set forth in the Petition and are generally described as follows: 2000 Sidney Street on its most Western boundary; Victor Street on its most Northern boundary; Interstate 55 on its most Eastern boundary; and Senate Street on its most Southern boundary, provided that said boundaries are irregular and do not encompass all parcels located therein.

SECTION TWO. The District is authorized by the Petition, in accordance with the CID Act, to impose a tax upon retail sales within the District to provide funds to accomplish any power, duty or purpose of the District.

SECTION THREE. The District is authorized by the CID Act, at any time, to issue obligations, or to enter into

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

SECTION FOUR.

(a) Pursuant to the Petition, the District shall be in the form of a political subdivision of the State of Missouri, known as “The 1831/2000 Sidney Street Community Improvement District.”

(b) Pursuant to Section 67.1471 of the CID Act, the fiscal year for the District shall be the same as the fiscal year for the City of St. Louis.

(c) No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the District shall submit to the Board of Aldermen a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

(d) The District shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

SECTION FIVE. The District is authorized to use the funds of the District for any of the improvements, services or other activities authorized in the Petition and under the CID Act, which funds will be used within the boundaries of the District as required by the CID Act.

SECTION SIX. Pursuant to the CID Act, the District shall have all of the powers necessary to carry out and effectuate the purposes of the District and the CID Act as set forth in the Petition and under the CID Act.

SECTION SEVEN. The City of St. Louis hereby finds that the uses of the District proceeds as provided for in the Petition hereto, which proceeds will be used within the boundaries of the District as required by the CID Act, will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the District.

SECTION EIGHT. A portion of the property within the CID is a “blighted area” pursuant to Section 67.1401.2(3) of the CID Act because such property was determined to be a blighted area under Sections 99.300 to 99.715, RSMo, pursuant to Ordinance No. 65466.

SECTION NINE. Within one hundred twenty (120) days after the end of each fiscal year, the District shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of directors of the District during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

SECTION TEN. The term for the existence of the District shall be as set forth in the Petition, as may be amended from time to time or as such term may be otherwise modified in accordance with the CID Act.

SECTION ELEVEN. Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the burden of providing the services to the District unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the District and areas not so included.

SECTION TWELVE. The Register shall report in writing the creation of the District to the Missouri Department of Economic Development.

SECTION THIRTEEN. The Petition provides that the District shall be governed by a Board of Directors consisting of five individual directors (collectively the “Directors” and each a “Director”), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the Petition. By his approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the District for the terms set forth below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

<u>Name</u>	<u>Term</u>
Kevin Nashan	4 years
Mina Nashan	4 years
Christopher Nashan	2 years
Shawn Kelly	2 years
Nichole Kelly	2 years

SECTION FOURTEEN. The Board of Alderman hereby approves the TDD Project as submitted to the City.

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

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

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

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

SECTION NINETEEN. 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 a separate, distinct and independent provision of this ordinance, and such holding or holdings shall not affect the validity of the remaining portions of this ordinance.

SECTION TWENTY. The Board of Aldermen hereby finds and determines that this ordinance constitutes an “emergency measure” pursuant to Article IV, Section 20 of the City Charter, because this Ordinance establishes the District, which is a taxing district, and as such, this Ordinance shall take effect immediately upon its approval by the Mayor as provided in Article IV, Section 20 of the City Charter.

APPENDIX A

Petition to Establish The 1831/2000 Sidney Street Community Improvement District

PETITION

1831/2000 SIDNEY STREET COMMUNITY IMPROVEMENT DISTRICT

Petition to Establish a Community Improvement District

**Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri, as Amended**

City Of St. Louis, Missouri

2014

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION
EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH
1831/2000 SIDNEY STREET
COMMUNITY IMPROVEMENT DISTRICT**

This Petition ("Petition") to establish a Community Improvement District within a certain limited portion of the City of St. Louis, Missouri (the "City"), is hereby submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "Act"). As set forth herein, the undersigned entities (collectively, the "Petitioner"), are signing this Petition in accordance with the Act to request that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve the Petition and establish the Community Improvement District as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be the "**1831/2000 Sidney Street Community Improvement District**" (the "District").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (the "District Boundary Map").

2. PETITIONER

Based on the tax records of the City as of the date of filing this Petition, Petitioner:

- (a) collectively owns more than fifty percent (50%) by assessed value of the District Property; and
- (b) represents more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE YEAR PLAN

The five-year plan for the District shall include, but is not necessarily limited to, the following:

A. Purposes of the District

The purposes of the District are to:

- (a) Pledge its revenues to one or more notes or other obligations, which may be issued or entered into by the District or another public body (collectively, the "District Obligations"), secured by the tax revenues of the District ("CID Revenues"), the proceeds of said District Obligations to be used toward

the payment of costs and fees of the services and improvements contemplated in Section 3.B and referred to herein as the "Project," the costs of issuing the District Obligations, and to refund prior District Obligations;

- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project;
- (c) Attempt to remediate the conditions that cause certain District Property to be a blighted area;
- (d) Levy a retail sales and use tax in accordance with the Act (the "District Sales Tax"); and
- (e) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

B. Services and Improvements

The District may cause the design and implementation of various improvements and services located within and benefitting the District Property. The contemplated improvements and services consist of any of the improvements and services authorized under the Act including, without limitation:

- (a) Providing or contracting for the provision of the demolition and removal, renovation, reconstruction, rehabilitation, repair, maintenance, and equipping of a portion of an existing building located within the District as permitted by the Act;
- (b) Providing or contracting for the provision of cleaning, maintenance and other services to public and private property as well as providing for the provision of security personnel, equipment or facilities for the protection of property and persons, all within the District;
- (c) Providing assistance to and/or contracting for the provision of constructing, reconstructing, installing, repairing, maintaining, and equipping any of the improvements permitted by the Act including, but not necessarily limited to, landscaping, meeting facilities, sidewalks, community gardens, parking lots, streetscape, lighting, all Within the District; and
- (d) Acquiring or assisting other political subdivisions in acquiring parking within the District.

The Project may also include advertising and providing assistance to attract further investment within the District and the District may employ and/or contract for personnel necessary to carry out the purposes of the District.

The District may also acquire real and personal property within the District and lease or otherwise encumber or dispose of real and personal property within the District in accordance with the Act.

C. Estimate of Costs of Services and Improvements

The estimated costs of the Project to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately One Hundred Seventy Five Thousand dollars (\$175,000). CID Revenues may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

D. Powers

The District shall have the powers provided for in the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2014

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of Board of Directors and approval of District Sales Tax.

- Construction of the Project.
- Imposition of District Sales Tax.
- Issuance of District Obligations.

2015

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide Services and Improvements within the District.

2016

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide Services and Improvements within the District.

2017

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide Services and Improvements within the District.

2018

- Collect and administer District Sales Tax.
- Repayment of District Obligations or pledge of CID Revenues.
- To the extent necessary, provide Services and Improvements within the District.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (the "Board") and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of five (5) directors (the "Directors" and each a "Director").

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be a citizen of the United States of America;
- (b) be a Missouri resident for at least one year prior to appointment to the Board;
- (c) be at least 18 years of age; and
- (d) be an owner of District Property or its legally authorized representative ("Owner").

3. Initial Board of Directors

The initial Directors shall be appointed by the Mayor with the consent of the Board of Aldermen to serve the following staggered terms, all in accordance with Section 67.1451.5 of the Act:

Director:	Term:
First	Two (2) Years
Second	Two (2) Years
Third	Four (4) Years
Fourth	Four (4) Years
Fifth	Two (2) Years

Upon expiration of the terms of the initial Directors, successive Directors shall be appointed from a slate approved by the Directors and by the Mayor with the consent of the Board of Aldermen in accordance with the Act.

4. Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the Board of Aldermen according to a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent to the appointment; or
- (b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor.

Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent to the appointment: or
- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the Board of Aldermen.

The Board shall select the slate as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

5. REAL PROPERTY TAXES

The District shall have no power to levy a real property tax upon District Property; as such, the maximum rate of real property taxes within the District is zero.

6. SPECIAL ASSESSMENTS

The District shall have no power to levy any special assessments upon District Property; as such, the maximum rate of special assessments within the District is zero.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of the District Property is Ninety Four Thousand Nine Hundred Sixty Dollars (\$94,960) according to the records of the City Assessor's Office.

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%).

9. BLIGHT DETERMINATION

This Petition seeks a determination that all or a portion of the District Property is a blighted area pursuant to Section 67.1401(3) of the Act. A portion of the District Property has been determined to be a blighted area under Ordinance No. 65466 pursuant to Sections 99.300 to 99.715 of the Revised Statutes of Missouri.

10. LIFE OF DISTRICT

The proposed length of time for the existence of the District is a maximum of forty (40) years following the effective date of the ordinance adopting and approving this Petition.

11. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioner requests that the Board of Aldermen hold a public hearing in accordance with Section 67.1431 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

12. NOTICE TO PETITIONER

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Register of the City (acting as the "city clerk" under the Act).

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy the District Sales Tax in accordance with the Act in order to generate revenue for the District. Petitioner does not seek to limit the borrowing capacity or revenue generation of the District and anticipates the pledge of CID Revenues to District Obligations issued, to fund the Project or other purposes of the District as set forth in this Petition.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page for Petition to Establish the
1831/2000 Sidney Street Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish the 1831/2000 Sidney Street Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	Bricks & Mortar, LLC
Owner's Telephone Number:	314-413-9095
Owner's Mailing Address	2000 Sidney Street St. Louis, MO 63104
Owner Entity Type:	Limited liability company
Name of Signer:	Kevin Nishan
Basis of Legal Authority to Sign:	owner/member
Signer's Telephone Number:	314-413-9095
Signer's Mailing Address	2000 Sidney Street St. Louis, MO 63104

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

1. Parcel ID No.: 17990001407
Assessed Value: \$87,260
Legal Description: See Exhibit A
Map: See 2000 Sidney Street on Exhibit B

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Register.

BRICKS & MORTAR, LLC, a Missouri limited company

By: [Signature]
 Name: Kevin Nash
 Title: Chief Counsel

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

On this 17 day of June, 2014, before me appeared Kevin Nash to me personally known, who, being by me duly sworn, did say that he is the OWNER of Bricks & Mortar, LLC, and that said Petition was signed by such company by authority of its members, and said person acknowledged said instrument to be the free act of said limited liability company.

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

[SEAL]

[Signature]
 Notary Public
 Name: DIANE SMITH

My Commission expires:

7-1-16



DIANE SMITH
 My Commission Expires
 July 1, 2016
 St. Louis County
 Commission #12494015

Signature Page for Petition to Establish the
1831/2000 Sidney Street Community Improvement District

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish the 1831/2000 Sidney Street Community Improvement District according to the preceding Petition and authorize the creation of the District.

Name of Owner:	Peacemaker, LLC
Owner's Telephone Number:	314-413-9095
Owner's Mailing Address	2000 Sidney Street St. Louis, MO 63104
Owner Entity Type:	Limited liability company
Name of Signer:	Kevin Nashan
Basis of Legal Authority to Sign:	Owner/Member
Signer's Telephone Number:	314-413-9095
Signer's Mailing Address	2000 Sidney Street St. Louis, MO 63104

The map, parcel number and assessed value of each tract of real property within the proposed District owned by the undersigned:

1. Parcel ID No.: 17980003300
Assessed Value: \$4,700
Legal Description: See Exhibit A
Map: See 1957 Senate Street on Exhibit B

[SIGNATURE AND NOTARY PAGE(S) TO FOLLOW]

By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. The undersigned also represents and warrants that he has received a copy of this Petition and its exhibits, has read this Petition and its exhibits, and authorizes this signature page to be attached to the original of this Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the Office of the City Register.

PEACEMAKER, LLC, a Missouri limited company

By: [Signature]
 Name: Kevin Nash
 Title: owner

STATE OF MISSOURI)
) ss.
 COUNTY OF St Louis)

On this 7 day of June, 2014, before me appeared Kevin Nash to me personally known, who, being by me duly sworn, did say that he is the owner of Peacemaker, LLC, and that said Petition was signed by such company by authority of its members, and said person acknowledged said instrument to be the free act of said limited liability company.

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

[SEAL]

[Signature]
 Notary Public
 Name: DIANE SMITH

My Commission expires:
7-1-16

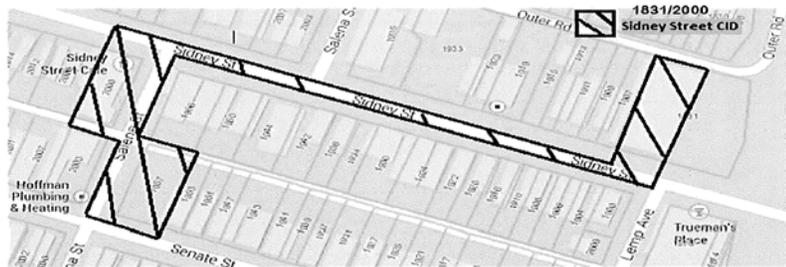


DIANE SMITH
 My Commission Expires
 July 1, 2016
 St. Louis County
 Commission #12494015

**EXHIBIT "A"
DISTRICT LEGAL DESCRIPTION**

Beginning at the southeast corner of the parcel commonly known and numbered as 1957 Senate Street and identified as parcel number 17980003300 and proceeding west along the south boundary of said parcel and its western prolongation to the west line of Salena Street; thence continuing north along said west line to its intersection with the south line of an east/west alley located in City Block 1799; thence west along said south line to its intersection with the southern prolongation of the west boundary of the parcel commonly known and numbered as 2000 Sidney Street and identified as parcel number 17990001407; thence north along said southern prolongation and continuing north along said west boundary and its northern prolongation to its intersection with the north line of Sidney Street; thence east along said north line to its intersection with the southwest corner of the parcel commonly known and numbered as 1831 Sidney Street; thence north along the west boundary of said parcel to its northwest corner; thence east along the north boundary of said parcel to its northeast corner; thence south along the east boundary of said parcel and its southern prolongation to its intersection with the south line of Sidney Street; thence west along the south line of Sidney Street to its intersection with the east line of Salena Street; thence south along the east line of Salena Street to its intersection with the north line of an east/west alley located in City Block 1798; thence east along the north line of said alley to its intersection with the northern prolongation of the east boundary of the parcel commonly known and numbered as 1957 Senate Street and identified as parcel number 17980003300; thence south along said northern prolongation and continuing south along the east boundary of said parcel to the point of beginning; said District only including Unit 1 and Unit 2 of the condominium located at the parcel commonly known and numbered as 1831 Sidney Street, said units being identified as parcel numbers 14070004000 and 14070004100.

**EXHIBIT "B"
DISTRICT BOUNDARY MAP**



***Said boundaries only including Unit 1 and Unit 2 of the condominium located at the parcel commonly known and numbered as 1831 Sidney Street, said units being identified as parcel numbers 14070004000 and 14070004100**

APPENDIX B

Form of Transportation Project Agreement

SEE ATTACHED**1831/2000 SIDNEY STREET TRANSPORTATION DEVELOPMENT DISTRICT****TRANSPORTATION PROJECT AGREEMENT**

THIS TRANSPORTATION PROJECT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2014, by and between the 1831/2000 SIDNEY STREET TRANSPORTATION DEVELOPMENT DISTRICT, a political subdivision duly organized and existing under the laws of the State of Missouri (the "TDD"), and the CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the "City").

Recitals:

A. The TDD is a political subdivision and transportation development district formed pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "TDD Act").

B. Peacemaker, LLC, a Missouri limited liability company, or an affiliate (the "Company"), has an interest in certain parking facilities located in the City.

C. The TDD shall acquire from the Company an interest in all or a portion of the parking facilities, which will be acquired for a TDD Project (as hereinafter defined).

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

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

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

Obligations. Obligations issued by the TDD or any other political subdivision to finance the TDD Project.

TDD Project. The Transportation Project described in the Petition for the Creation of a Transportation Development District, filed in the Circuit Court of the City of St. Louis.

TDD Transfer Document. That certain lease or license agreement entered into between the Company and the TDD for parking, as may be amended from time to time by the parties thereto.

Term. The period commencing on the date of execution of the TDD Transfer Document and, unless otherwise terminated hereunder prior thereto, continuing until the end of the calendar month that includes that date that is the later of: (i) the end of the TDD Project's reasonably expected useful life, as determined by an engineer qualified to provide engineering services in the State of Missouri; or (ii) the satisfaction in full of all Obligations.

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

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

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

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

Section 6. Miscellaneous.

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

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

6.3 Termination. In the event that the Ordinance authorizing the execution of this Agreement shall become ineffective, then this Agreement shall terminate.

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

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

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

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

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

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

In the case of the TDD: 1831/2000 Sidney Street Transportation Development District
2000 Sidney Street
St. Louis, Missouri 63104
Attention: Kevin Nashan

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

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

With copies to: St. Louis Development Corporation
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
Attention: Executive Director

City Counselor
City of St. Louis
1200 Market Street, Room 314
St. Louis, Missouri 63103

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

[Signature Pages to Follow.]

IN WITNESS WHEREOF, the parties have caused this 1831/2000 Sidney Street Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

**1831/2000 SIDNEY STREET
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____,
_____, Chairman

ATTEST:

By: _____,
_____, Secretary

IN WITNESS WHEREOF, the parties have caused this 1831/2000 Sidney Street Transportation Development District Transportation Project Agreement to be executed as of the date first written above.

CITY OF ST. LOUIS, MISSOURI

By: Mayor

By: Comptroller

Attest:

Register

Approved as to form:

City Counselor

Approved: July 15, 2014

**ORDINANCE #69803
Board Bill No. 95**

An Ordinance adopted pursuant to Section 70.210-70.325 of the Revised Statutes of Missouri (2000); authorizing and directing the Mayor and Comptroller, on behalf of The City of St. Louis, Missouri (“City”) to execute and deliver a Memorandum of Agreement in substantially the form attached hereto and incorporated by reference herein as Exhibit 1, by and among the City and The Bi-State Development Agency of the Missouri-Illinois Metropolitan District (“Metro”), for the purpose of providing trash removal services and receptacles at designated metro bus stops by the City’s Refuse Division as specified in a Memorandum of Agreement for a term of one year in the amount of Two Hundred Thousand Dollars (\$200,000); and containing an emergency clause.

WHEREAS, Section 16 of Article VI of the Missouri Constitution allows and provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, in the manner provided by law; and

WHEREAS, Sections 70.210 to 70.325 MO. Rev. Stat. (2000), as amended (herein referred to as the “Intergovernmental Agreement Act”), allow and provide, in pertinent part, for municipalities and political subdivisions of the State of Missouri to contract and cooperate with any other municipality or political subdivision for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, the City and Metro have entered into a Memorandum of Agreement pertaining to providing trash receptacles and trash removal services at Metro bus stops throughout the City, and;

WHEREAS, under said agreement, Metro is to provide Two Hundred Thousand Dollars, (\$200,000) a year for such services payable on a monthly basis in the amount of \$17,666.66 per month for trash removal services.

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

SECTION ONE. The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to execute the Memorandum of Agreement between the Missouri-Illinois Metropolitan District (“Metro”) and the City of St. Louis (“City”) for purposes of providing trash removal services at designated Metro bus stops in the amount of Two Hundred Thousand Dollars (\$200,000) for a term of one year from the date of execution in substantially the form attached hereto and incorporated by reference herein as Exhibit 1.

SECTION TWO. Emergency Clause. This being an ordinance providing for the preservation of public health and safety and providing for current expenses of the City government, 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.

MEMORANDUM OF AGREEMENT

By and Between

**THE BI-STATE DEVELOPMENT AGENCY
OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT
DOING BUSINESS AS METRO**

and

THE CITY OF ST. LOUIS, MISSOURI

Dated as of _____

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is dated the 1st day of July, 2014 for one year from this date, by and between THE CITY OF ST. LOUIS, MISSOURI, (the "City"), a constitutional charter city and political subdivision of the State of Missouri created pursuant to Article VI, § 19 of the Missouri Constitution upon the adoption of the Charter of the City of St. Louis (the "Charter"), and THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT doing business as Metro ("Metro"), an interstate transportation authority created by Section 70.370 et seq. of the Missouri Revised Statutes and Chapter 127, Section 63r-1 et seq. of the Illinois Compiled Statutes as a body politic and corporate (jointly referred to herein as the "Compact").

WITNESSETH:

WHEREAS, the City is authorized pursuant to the Charter and the Constitution and the laws of the State of Missouri to enter into contracts with Metro and others; to expend the money of the City for all lawful purposes; to acquire or receive and hold, maintain and improve real and personal property; to contract and be contracted with; to do all things whatsoever expedient for promoting or maintaining the comfort, education, morals, peace, government, health, welfare, trade, commerce or manufactures of the city or its inhabitants; and to exercise all powers granted or not prohibited to it by law or which it would be competent for the Charter to enumerate; and

WHEREAS, Metro is authorized to plan, construct, operate and maintain a public transportation system; to contract with municipal or other political subdivisions for the services or use of any facility owned or operated by Metro or owned or operated by such municipality or other political subdivision; to disburse funds for its lawful activities; to contract and be contracted with; and to perform all other necessary and incidental functions; and

WHEREAS, pursuant to such authority, Metro operates a fleet of MetroBuses that operate on City streets and that utilize a system of MetroBus stops ("bus stops") throughout the City for the purpose of on-loading and off-loading passengers; and

WHEREAS, as part of its provision of municipal services, the City's Street Department ("Street Department") is responsible for maintaining the City's streets in a safe and clean street condition; and

WHEREAS, Metro is aware that there is an accumulation of excessive trash at certain of its bus stops, Metro wishes to provide additional trash receptacles at or near designated bus stops and to have enhanced trash removal services at these bus stops in order to maintain them in a clean and healthful condition; and

WHEREAS, Metro has determined that it is cost effective and beneficial to outsource the purchase, maintenance and servicing of said trash receptacles to the Street Department, which already provides, installs, and removes the trash from numerous other trash receptacles located adjacent to public streets throughout the City; and

WHEREAS, both Metro and the City have the authority to cooperate with one another for furtherance of their purposes;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I - Implementation and Services

Section 1.1. Trash Removal. The City shall provide all necessary activities required to repair and maintain trash receptacles at designated active bus stops within the boundaries of the City.

Section 1.2. Placement of Trash Receptacles. The City will place any new trash receptacles at bus stops on a priority basis to be determined by the City; and the City shall record the locations of these trash receptacles and shall provide periodic updates to Metro regarding their location, quantity, and condition of them.

Section 1.3. Payment for Trash Receptacles. The City will bear the cost of new or replacement receptacles.

Section 1.4. Trash Removal Service Charges. The City agrees that the Street Department will provide two (2) additional two-person work crew(s) and all equipment necessary for the installation of any new or replacement receptacles and the maintenance of said trash receptacles, and for regular trash removal services sufficient to maintain their cleanliness. These crews will empty receptacles and clean the area around the bus stop to ensure a proper appearance. The city also agrees to maintain the following bus stops previously serviced by Metro; 1. Kingshighway @ Delmar Blvd, 2. Kingshighway @ Delmar Blvd (Laundromat), 3. Kingshighway @ St. Louis Ave, 4. Kingshighway @ Cabanne Ave, 5. N. Grand Blvd @ Lee Ave, 6. W. Florrisant @ Harris Ave.

Section 1.5. Payment for Trash Removal Services. The City will invoice Metro \$17,666.66 per month, which is an annual rate of \$200,000.00, for the services provided under this Agreement.

Section 1.6. Allocation of Responsibility. The maintenance of the trash receptacles and the cleanliness of the public area around the bus stops at which the receptacles are located shall be the sole responsibility of the City. Metro shall have no responsibility to maintain the 500 trash receptacles or to provide for the regular removal of trash from or around them.

ARTICLE II – TERM

Section 2.1. This Agreement shall be in effect from and after its execution by all the parties and shall remain in effect for one year from the date of execution. Metro's agreement to pay the City an annual total of \$200,000.00 for the removal of trash and the cleaning of the areas in and around designated bus stops.

Section 2.2. Either party may terminate the trash removal services provided under this Agreement by giving written notice of termination, sent certified mail, return receipt requested, to the other party at least 60 days in advance of the effective date of the renewal.

The termination of this Agreement shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

ARTICLE III - DEFAULT AND REMEDIES

Section 3.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default under this Agreement:

(a) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on the City's part to be observed or performed, and the continuance of such default for 15 days after Metro has given to the City written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) the City has commenced such cure within said 15-day period, and (ii) the City diligently prosecutes such cure to completion; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Agreement on Metro's part to be observed or performed, and the continuance of such default for 15 days after the City has given to Metro written notice specifying such default, or such longer period as shall be reasonably required to cure such default, provided that (i) Metro has commenced such cure within said 15-day period, and (ii) Metro diligently prosecutes such cure to completion.

Section 3.2. Remedies on Default. If any Event of Default has occurred and is continuing, then Metro or the City may, at such party's election, take any one or more of the following actions:

(a) by mandamus or other suit, action or proceedings at law or in equity, to enforce its rights against the City or Metro, as applicable, and its officers, agents and employees, and to require and compel duties and obligations required by the

provisions of this Agreement; or

- (b) take any other action at law or in equity to enforce this Agreement.

Section 3.3. Rights and Remedies Cumulative. The rights and remedies reserved by Metro and the City hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Metro and the City shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 3.4. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.

ARTICLE IV - ASSIGNMENTS

Section 4.1. No Assignment. Neither party to this Agreement shall assign the Agreement as a whole or part without the written consent of the other, nor shall either party assign any monies due or to become due hereunder without the previous written consent of the other party.

Section 4.2. Third Party Beneficiaries. Notwithstanding anything contained in this Agreement to the contrary, no person or entity shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either expressed or implied) is intended to confer upon any other person or entity any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.1. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

- (a) To Metro:

Bi-State Development Agency of the Missouri-Illinois Metropolitan District
Attention: Raymond Friem, Chief Operating Officer - Transit Services
707 North First Street
St. Louis, Missouri 63102

- (b) To the City:

City of St. Louis, Missouri
Attention: Todd Waelterman, Director of Streets
1900 Hampton Avenue, Suite 1260
St. Louis, Missouri 63139-2902

All notices given by first class, certified or registered mail shall be deemed duly given three business days following the date they are so mailed. Metro and the City may from time to time designate, by notice given hereunder to the other party, another address to which subsequent notices or other communications shall be sent.

Section 5.2. Immunity of Officers, Employees and Members of the City and Metro. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement contained against any past, present or future officer, member, employee, director or agent of the City or Metro, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City or Metro, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 5.3. Amendments and Modifications. Any amendment or modification of this Agreement, or any consent required pursuant to the provisions of this Agreement, shall be authorized solely by the requisite vote of the governing body or department head of the City or Metro granting such consent or, in the case of amendments or modifications by the governing body

or department head of the party or by the officers authorized by governing such body or department head.

Section 5.4. Partial Invalidity. All provisions of this Agreement are material and substantive and therefore, if any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held void or invalid, then the entire Agreement shall be held invalid and of no force and effect.

Section 5.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In interpreting this Agreement, the provisions of the Compact shall prevail over any conflicting provisions of other Missouri laws.

Section 5.6. Agreement Term. This Agreement shall be in effect from and after its execution by all the parties and shall remain in effect for one year from the date of execution.

Section 7.7. Execution in Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by Metro on _____, 2014.

**THE BI-STATE DEVELOPMENT AGENCY OF
THE MISSOURI-ILLINOIS METROPOLITAN
DISTRICT DOING BUSINESS AS METRO**

By _____
Name: John M. Nations
Title: President & CEO

[SEAL]

ATTEST:

Name: Shirley A. Bryant
Title: Assistant Secretary to the Board of Commissioners
Bi-State Development Agency / Metro

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

Executed by the City on _____, 2014.

THE CITY OF ST. LOUIS, MISSOURI

By _____
Name:
Title:

[SEAL]

ATTEST:

Name:
Title: City Counselor

[Remainder of page left intentionally blank]

Approved: July 15, 2014

ORDINANCE #69804
Board Bill No. 87

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in Pleasant Street from Carter Avenue northwardly 136.79 feet to a point adjacent to City Block 1404 and 1406 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A parcel of ground in City Block 1404 and 1406, in the City of St. Louis, Missouri, more particularly described as follows:

Beginning at the western line of Pleasant Avenue, 50 feet wide, with the northern line of Carter Street, 60 feet wide; thence north 45 degrees 05 minutes 40 seconds west 136.79 feet, along the western line of said Pleasant Avenue, to a point; thence north 44 degrees 54 minutes 20 seconds east 50.00 feet, to a point in the eastern line of said Pleasant Avenue; thence south 45 degrees 05 minutes 40 seconds east 136.79 feet, along the eastern line of said Pleasant Avenue, to the northern line of said Carter Street, to a point; thence south 44 degrees 54 minutes 20 second west 50.00 feet, to the western line of said Pleasant Avenue, and to the Point of Beginning and containing 6,840 square feet as prepared by Pitzman's Company.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Citybrook II, LLC and Pleasant City, LLC will use proposed vacated area to consolidate property.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated street, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically 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 street provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the 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 affected 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: July 16, 2014

