

ORDINANCE #69864
Board Bill No. 138

An ordinance repealing Ordinance 68997 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Twenty-Seventh Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

SECTION ONE. Ordinance number 68997 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the point of intersection of I- 70 and Union Blvd, and proceeding westerly along I- 70 to the St. Louis City county line, and proceeding northerly along the St. Louis City county line to Halls Ferry Rd, and proceeding southerly along Halls Ferry Rd to Halls Ferry Cir, and proceeding southerly along Halls Ferry Cir to Goodfellow Blvd, and proceeding westerly along Goodfellow Blvd to Park Ln, and proceeding southerly along Park Ln to McLaran Ave, and proceeding westerly along McLaran Ave to Trafford Ln, and proceeding southerly along Trafford Ln to Norfolk and Western Rlwy, and proceeding easterly along Norfolk and Western Rlwy to Park Ln, and proceeding northerly along Park Ln to Melrose Ave, and proceeding easterly along Melrose Ave to Tara Ln, and proceeding northerly along Tara Ln to Eton Ln, and proceeding easterly along Eton Ln to Riverview Blvd, and proceeding northerly along Riverview Blvd to McLaran Ave, and proceeding easterly along McLaran Ave to north/south alleyway between Partridge Ave and Oriole Ave, and proceeding southerly along such alleyway to east/west alleyway, and proceeding westerly along such alleyway to Partridge Ave, and proceeding southerly along Partridge Ave to Melrose Ave, and proceeding westerly along Melrose Ave to Riverview Blvd, and proceeding southerly along Riverview Blvd to Norfolk and Western Rlwy, and proceeding easterly along Norfolk and Western Rlwy to Broadway, and proceeding southerly along Broadway to Calvary Ave, and proceeding westerly along Calvary Ave to W Florissant Ave, and proceeding northerly along W Florissant Ave to Union Blvd, and proceeding westerly along Union Blvd to Harney Ave, and proceeding northerly along Harney Ave to Claxton Ave, and proceeding westerly along Claxton Ave to Bircher Blvd, and proceeding easterly along Bircher Blvd to Union Blvd, and proceeding westerly along Union Blvd to the point of beginning. Such area shall be known as the Twenty-Seventh Ward Liquor Control Area.

SECTION THREE. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises which is located within the boundaries of the Twenty-Seventh Ward Liquor Control District established in Section Two of this ordinance.

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

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

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

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

SECTION FIVE. EMERGENCY CLAUSE.

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency

measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 18, 2014

ORDINANCE #69865
Board Bill No. 139

An ordinance repealing Ordinance 69009 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Fourteenth Ward Liquor Control District, as established herein, for a period of two years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

SECTION ONE. Ordinance 69009 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the point of intersection of Delor St and Missouri Pacific RR, and proceeding westerly along Delor St to Steffens Ave, and proceeding southerly along Steffens Ave to Walsh St, and proceeding westerly along Walsh St to Morganford Rd, and proceeding southerly along Morganford Rd to Walsh St, and proceeding westerly along Walsh St to Gravois Ave, and proceeding westerly along Gravois Ave to Eichelberger St, and proceeding westerly along Eichelberger St to Hummel Ave, and proceeding westerly along Hummel Ave to Dahlia Ave, and proceeding northerly along Dahlia Ave to north/south alleyway, and proceeding southerly along such alleyway to Rosa Ave, and proceeding northerly along Rosa Ave to S Kingshighway Blvd, and proceeding southerly along S Kingshighway Blvd to Rosa Ave, and proceeding westerly along Rosa Ave to Macklind Ave, and proceeding northerly along Macklind Ave to Bancroft Ave, and proceeding easterly along Bancroft Ave to Brannon Ave, and proceeding northerly along Brannon Ave to Chippewa St, and proceeding easterly along Chippewa St to Missouri Pacific RR, and proceeding southerly along Missouri Pacific RR to the point of beginning. Such area shall be known as the Fourteenth Ward Liquor Control Area.

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

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

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in section 14.01.390 of Ordinance 68536.
- (3) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536.

SECTION FIVE. EMERGENCY CLAUSE.

This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance

shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 18, 2014

**ORDINANCE #69866
Board Bill No. 143**

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing an Eighth Supplemental Appropriation in the total amount of Five Hundred Nineteen Thousand Three Hundred Dollars (\$519,300) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended by Ordinance 68650 approved June 2, 2010 and Ordinance 68852 approved February 14, 2011, for the payment of costs for work and services authorized therein; and containing an emergency clause.

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

SECTION ONE. There is hereby authorized an Eighth Supplemental Appropriation in the total amount of Five Hundred Nineteen Thousand Three Hundred Dollars (\$519,300) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended by Ordinance 68650 approved June 2, 2010 and Ordinance 68852 approved February 14, 2011, for the payment of costs for work and services authorized therein.

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

Approved: November 18, 2014

**ORDINANCE #69867
Board Bill No. 144**

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 works and improvement program (the "Emergency Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects for the emergency replacement and restoration of certain Airport equipment, structures, buildings, and environs and other associated Airport improvements damaged by fire line breaks or ruptures and the emergency replacement of an underground fire main at the Airport, more fully described in Exhibit A entitled "Emergency CIP Project List", which is attached hereto and incorporated herein, such authorization 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 related costs, CADD services, the relocation, removal, or disposal of damaged property or obstructions, the relocation or removal of utilities and equipment, and related work, grading and landscaping costs and related work, software services or work, security services, relocation costs, transportation costs, remediation and mitigation costs and related work, the demolition of improvements, the costs for the renovation, refurbishment of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bills of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, materials, parts and equipment, and other necessary and related work or services for the construction, installation, replacement, renovation, refurbishment, implementation, administration, management or monitoring of the Emergency Building & Environs Projects at a total estimated cost of Nine Hundred Seventy One Thousand Nine Hundred Seventy Eight Dollars (\$971,978); authorizing an initial appropriation in the total amount of Nine Hundred Seventy One Thousand Nine Hundred Seventy Eight Dollars (\$971,978) from the Airport Development Fund to be expended for the payment of costs for emergency work and services authorized herein; authorizing and directing 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 Emergency Building & Environs Projects; authorizing and directing 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 Emergency Building & Environs Projects; authorizing and directing the Board of Public

Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, will be subject to the City's Charter and applicable City ordinances and Missouri State 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 payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller 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 the appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing and directing 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; directing that all contracts 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 works and improvement program (the "Emergency Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects for the emergency replacement and restoration of certain Airport equipment, structures, buildings, and environs and other associated Airport improvements damaged by fire line breaks or ruptures and the emergency replacement of an underground fire main at the Airport, more fully described in Exhibit A entitled "Emergency CIP Project List", which is attached hereto and incorporated herein, such authorization 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 related costs, CADD services, the relocation, removal, or disposal of damaged property or obstructions, the relocation or removal of utilities and equipment, and related work, grading and landscaping costs and related work, software services or work, security services, relocation costs, transportation costs, remediation and mitigation costs and related work, the demolition of improvements, the costs for the renovation, refurbishment of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bills of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, materials, parts and equipment, and other necessary and related work or services for the construction, installation, replacement, renovation, refurbishment, implementation, administration, management or monitoring of the Emergency Building & Environs Projects at a total estimated cost of Nine Hundred Seventy One Thousand Nine Hundred Seventy Eight Dollars (\$971,978).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Nine Hundred Seventy One Thousand Nine Hundred Seventy Eight Dollars (\$971,978) from the Airport Development Fund to be expended for the payment of costs for emergency work and services authorized herein.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized and directed 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 Emergency Building & Environs Projects 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 and directed to let all 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 Emergency Building & Environs Projects.

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 contracts, bills of sale or other agreements, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and advisors and otherwise provide for all work or services authorized herein, except for the work or services covered by procedures contained in Section Three and Section Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let hereunder will be subject to the City's Charter and applicable City ordinances and any Missouri State 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 herein 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 herein.

SECTION EIGHT. The Director of Airports is hereby authorized and directed 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.

SECTION NINE. All contracts let under authority of this Ordinance must 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 will 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 will 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 will become effective immediately upon its approval by the Mayor of the City.

Approved: November 18, 2014

ORDINANCE #69868
Board Bill No. 145

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a supplemental appropriation and set apart in the total amount of One Million Seventy Eight Thousand Twenty Two Dollars (\$1,078,022) from the "Airport Development Fund (established under Ordinance 59286 approved October 26, 1984) to the "Annual Budget" (established under authority of Ordinance No. 69736 approved June 27, 2014 for the fiscal year beginning July 1, 2014 and ending June 30, 2015), for current expenses of the government as detailed in **EXHIBIT "1"**, which is attached hereto and incorporated herein; and containing an emergency clause.

WHEREAS, the "Annual Budget" was established under authority of Ordinance No. 69736 approved on June 27, 2014;

WHEREAS, the Charter of The City of St. Louis (the "City"), Article XVI, Section 6, authorizes supplemental appropriations when any accruing, unappropriated City revenue is available and when the Board of Estimate and Apportionment recommends same;

WHEREAS, it is now necessary to authorize a supplemental appropriation to the Annual Budget established under authority of Ordinance No. 69736, approved June 27, 2014 in the total amount of One Million Seventy Eight Thousand Twenty Two Dollars (\$1,078,022) for current expenses of the government as detailed in **EXHIBIT "1"**, which is attached hereto and incorporated herein;

WHEREAS, there is a balance in excess of One Million Seventy Eight Thousand Twenty Two Dollars (\$1,078,022) available for appropriation from the Airport Development Fund established under Ordinance No. 59286, Section 13, approved October 26, 1984; and

WHEREAS, this Ordinance is recommended by the Airport Commission and the Board of Estimate and Apportionment.

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

SECTION ONE. There is hereby authorized a supplemental appropriation and set apart in the total amount of One Million Seventy Eight Thousand Twenty Two Dollars (\$1,078,022) from the "Airport Development Fund (established under Ordinance 59286 approved October 26, 1984) to the "Annual Budget" (established under authority of Ordinance No. 69736, approved June 27, 2014 for the fiscal year beginning July 1, 2014 and ending June 30, 2015), for current expenses of the government as detailed in **EXHIBIT "1"**, which is attached hereto and incorporated herein.

SECTION TWO. In addition to the charter powers granted to the Comptroller to preserve the credit of the City of St. Louis (the "City"), and for that purpose, or in case of any extraordinary emergency of any kind, with the approval of the Board of Estimate and Apportionment, and with or without any ordinance or other authority or appropriations therefore, to draw warrants on the treasurer or effect temporary loans to pay debts and judgments and other liabilities of the City, or to meet any such emergency, charging such warrants to any excess balances in appropriations made by this budget ordinance and then specifically reporting such action to the Board of Aldermen at its first meeting thereafter, the Comptroller is hereby directed to cause to be made transfers:

a. within departments, divisions of funds, if such transfers are under \$250,000 per occurrence and if they are approved by a majority vote of the Board of Estimate and Apportionment, or

b. between or among departments, divisions or funds (except Fund 1217-Capital Improvement Projects), if such funds are under \$250,000 per occurrence and if they are approved by a vote of the Board of Estimate and Apportionment.

SECTION THREE. This Ordinance being deemed necessary for the immediate preservation of the public peace, health or safety, it is hereby declared to be an emergency measure pursuant to Article IV, Section 20, of the City Charter and shall become effective immediately upon passage and approval by the City's Mayor.

Approved: November 18, 2014

ORDINANCE #69869
Board Bill No. 146

An ordinance recommended and approved by the Airport Commission, the Comptroller and the Board of Estimate and Apportionment, making certain findings with respect to the transfer of up to Two Million Fifty Thousand Dollars (\$2,050,000) 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 Debt Service Stabilization Fund (the "DSSF") to the Airport Development Fund (the "Airport Development Fund") in accordance with Section 516.B of the Lambert-St. Louis International Airport 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, as amended and supplemented (the "Indenture"); authorizing a transfer in an amount not to exceed Two Million Fifty Thousand Dollars (\$2,050,000) from the DSSF into the Airport Development Fund during the fiscal year beginning July 1, 2014, for the purpose of making funds available to make certain emergency replacements and repairs to Airport buildings, terminals, structures, equipment, and environs and other associated Airport improvements damaged by fire line and water line breaks or ruptures and the emergency replacement and repair of an underground fire main at the Airport, more fully described in EXHIBIT A entitled "Project List of Emergency Repair & Replacement Projects" that is incorporated herein; containing a severability clause; and containing an emergency clause.

WHEREAS, The City of St. Louis, Missouri (the "City") is the owner of Lambert-St. Louis International Airport® (the "Airport"), which is operated for the City by the City's Airport Authority, a department of the City;

WHEREAS, pursuant to Section 516.B of the Lambert-St. Louis International Airport 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, as amended and supplemented (the "Indenture"), the City may withdraw and use amounts on deposit in the Debt Service Stabilization Fund (the "DSSF") for emergency debt service needs with respect to indebtedness issued for Airport purposes and for Airport operational emergencies;

WHEREAS, the Airport Commission, the Comptroller and the Board of Estimate and Apportionment have determined: i) that the need to make certain emergency replacements and repairs to Airport buildings, terminals, structures, equipment, environs, and other associated Airport improvements damaged by fire line and water line leaks or ruptures and the emergency replacement and repair of an underground fire main at the Airport, as are more fully described in EXHIBIT A entitled "Project List of Emergency Repair & Replacement Projects", which is incorporated herein, are necessary in order to maintain operating levels at the Airport and constitute an Airport operating emergency within the meaning of Section 516.B(2) of the Indenture, ii) that the transfer of funds during the fiscal year beginning July 1, 2014 from the DSSF to the "Airport Revenue Fund" as set forth herein is an appropriate and desirable use of such funds and is essential for the operation of the Airport; and iii) that such use is consistent with the requirements

of the Indenture;

WHEREAS, there is a balance in excess of Two Million Fifty Thousand Dollars (\$2,050,000) available for transfer from the DSSF into the Airport Development Fund established in the Indenture;

WHEREAS, it is in the best interest of the City and the operation of the Airport to authorize the transfer of funds from the DSSF into the Airport Development Fund in an amount not to exceed Two Million Fifty Thousand Dollars (\$2,050,000) during the fiscal year beginning July 1, 2014; and

WHEREAS, this Ordinance, authorizing the transfer of funds in an amount not to exceed Two Million Fifty Thousand Dollars (\$2,050,000), as set out herein, is recommended and approved by the City's Airport Commission, the Comptroller, and the City's Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis, Missouri (the "City") hereby adopts and incorporates herein the foregoing recitals as findings.

SECTION TWO. There is hereby authorized a transfer of funds in an amount not to exceed Two Million Fifty Thousand Dollars (\$2,050,000) from the Airport Debt Service Stabilization Fund (the "DSSF") into the Airport Development Fund of the Lambert-St. Louis International Airport 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, as amended and supplemented, during the fiscal year beginning July 1, 2014, for the purpose of making funds available to make certain emergency replacements and repairs to Airport buildings, terminals, structures, equipment, environs, and other associated Airport improvements damaged by fire line and water line breaks or ruptures and the emergency replacement and repair of an underground fire main at the Airport, as are more fully described in EXHIBIT A entitled "Project List of Emergency Repair & Replacement Projects", which is incorporated herein.

SECTION THREE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance will 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 is determined to be unlawful or unconstitutional, the remaining parts, sections, and subsections will remain in full force and effect, unless the court making such finding determines that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

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

EXHIBIT A

**PROJECT LIST
Of
EMERGENCY REPAIR & REPLACEMENT PROJECTS**

- 1) Concourse C - Flood
- 2) Replacement of 8" Fire Line at T1 Baggage Make Up Area
- 3) Material Management Fire Line Break/Flood
- 4) Cargo City Water Main Break/Flood
- 5) Airport Office Building (AOB) Fire Line Rupture
- 6) Field Maintenance - Fire Line Break
- 7) Cargo City - Fire Line Break

Approved: November 18, 2014

ORDINANCE #69870
Board Bill No. 147

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 works and improvement program (the "Airfield, Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, taxiways, runways, aprons, ramps, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "FISCAL YEAR 2015 PROJECT/EQUIPMENT LIST" that is incorporated herein, such authorization 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 related costs, CADD services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, software or hardware work or services, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, repair, expansion, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, trucks, mowers, materials, parts and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Airfield, Building & Environs Projects at a total estimated cost of Thirty Million Dollars (30,000,000); authorizing an initial appropriation in the total amount of Thirteen Million Two Hundred Eighty Seven Thousand Two Hundred Seventy One Dollars (\$13,287,271) from the Airport Development Fund to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance as funds become available to continue the Airfield, Building & Environs Projects; 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 Airfield, Building & Environs Projects; authorizing AND directing 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 Airfield, Building & Environs Projects; authorizing and directing the Board of Public Service with the advice, consent, and approval of the Director of Airports to let contracts for all other approved work or services, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and otherwise provide for the work or services authorized herein; providing that any contract let hereunder, will be subject to the City's Charter and applicable City ordinances and Missouri State 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 payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller 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 the appropriate parties, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing and directing 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, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Airfield, Building & Environs Projects herein authorized; directing that all contracts 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 works and improvement program (the "Airfield, Building & Environs Projects") at Lambert-St. Louis International Airport® (the "Airport"), consisting of capital improvement projects to and for the terminal complexes, concourses, parking facilities, taxiways, runways, aprons, ramps, and associated Airport buildings, structures, and facilities, roadways, driveways and environs, and other associated Airport improvements as more fully described in the attached EXHIBIT A, entitled "FISCAL YEAR 2015 PROJECT/EQUIPMENT LIST" that is incorporated herein, such authorization 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 related costs, CADD

services, the removal or relocation of structures, obstructions, utilities, equipment, and related work, grading and landscaping costs and related work, software or hardware work or services, security services, relocation costs, transportation costs, remediation costs and related work, the demolition of improvements, the costs for the repair, renovation, or relocation of Airport improvements including fixtures and equipment, architectural, engineering and related consultant and management expense pertaining to the planning, design, consulting, installing mock-ups, the preparation and production of contract documents, solicitations, bill of sale, or other agreements or documents, or the advertising and taking of bids, architect and design services, costs for structural and maintenance studies, estimating and cost benefit consulting services, general engineering services, consulting services and other technical advice and assistance, construction management, construction, installation, renovation, rehabilitation, repair, expansion, reconfiguration, improvement, and inspection work or cost, the equipping and furnishing of Airport property including, without limitation, supplies, trucks, mowers, materials, parts and equipment, and other necessary and related work or services for the development, construction, installation, implementation, administration, management or monitoring of the Airfield, Building & Environs Projects at a total estimated cost of Thirty Million Dollars (\$30,000,000).

SECTION TWO. There is hereby authorized an initial appropriation in the total amount of Thirteen Million Two Hundred Eighty Seven Thousand Two Hundred Seventy One Dollars (\$13,287,271) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work and services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance as funds become available to continue the Airfield, Building & Environs Projects.

SECTION THREE. The Mayor and the Comptroller of the City of St. Louis ("City") are hereby authorized and directed 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 Airfield, Building & Environs Projects 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 and directed to let all 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 Airfield, Building & Environs Projects.

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 contracts, bills of sale or other agreements, purchase materials, supplies, and equipment, employ labor, pay salaries, wages, fees, retain consultants and advisors and otherwise provide for all work or services authorized herein, except for the work or services covered by procedures contained in Section Three and Section Four of this Ordinance.

SECTION SIX. It is hereby provided that any contract or agreement let hereunder will be subject to the City's Charter and applicable City ordinances and any Missouri State 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 herein 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 herein.

SECTION EIGHT. The Director of Airports is hereby authorized and directed 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, and to authorize the deposit of such funds as may be appropriate into this Ordinance to reimburse or pay in part for the costs of the Airfield, Building & Environs Projects herein authorized.

SECTION NINE. All contracts let under authority of this Ordinance will 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 will 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 will 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.

EXHIBIT A

FISCAL YEAR 2015 PROJECT/EQUIPMENT LIST

- 1) Reconstruct TW E from 6/24 to TW P (Including Removal of TW E from 6/24 to TW S) (Construction)
- 2) Reconstruct North Apron (Construction)
- 3) Sale & Plow Truck
- 4) Small Deicing Truck
- 5) Boom Mower
- 6) Asphalt Recycler
- 7) Replace existing CCTV, Security Access System (SAS) & Storage Array Network (SAN) equipment
- 8) Upgrade airfield wireless communications with wireless mesh infrastructure
- 9) Replace Crash Box System
- 10) Substation 47 - Feed to Building 42
- 11) Airport Authority Office Building Sprinklers
- 12) T2 Roadway Expansion Joints
- 13) Spot Slab Roadway Pavement Repairs
- 14) Replace Airfield Lighting Control System
- 15) Reconstruct TW E, J, to 30 R (Design)
- 16) Reconstruct TW F, K to J; TW J, F to 30 R (Design)
- 17) Reconstruct TW F, K to J; TW J, F to 30 R (Construction)
- 18) Direct Digital Controls - T2
- 19) Chiller #2 - West Power Plant (Design)
- 20) Deicer Storage Tanks
- 21) Inspect Fire Line Mains in T1 & Concourses & East Power Plant
- 22) Roadway Replacement - Tug Rd along T1
- 23) Replace water lines under T1 Apron, C to D
- 24) Replace Concrete Slabs Around Scupper Drains
- 25) Lindbergh Tunnel Security Upgrades
- 26) Automatic Dependent Surveillance Broadcast (ADS-B) Squitter Units (approximately 20)

Approved: November 18, 2014

ORDINANCE #69871

Board Bill No. 148

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") to enter into and execute on behalf of St. Louis an Agreement and Contract of Sale ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and NorthPark Partners, LLC, a Missouri corporation ("NorthPark"), providing for the sale of approximately 6.475 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which is more fully described in Section I.A of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000), and providing for the purchase of approximately 0.35 acres of property owned by NorthPark and located in St. Louis County (the "NorthPark Property"), which is more fully described in Section I.B of the Agreement and Exhibit "B" thereto entitled "Legal Description of NorthPark Property", for the sum of Seventeen Thousand Seven Hundred Dollars (\$17,700), subject to and in accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provision of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and Restated on September 10, 1997 as amended; authorizing and directing the Mayor and the Comptroller

of St. Louis to enter into and execute on behalf of St. Louis the quit claim deed substantially in the form as set out in Exhibit "D" to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the easement and restrictive covenants as defined and provided for in said quit claim deed; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis, a quit claim deed substantially in the form as set out in Exhibit "E" to the Agreement entitled "Form of Quit Claim Deed for NorthPark Property", remising, releasing, conveying, and forever quit-claiming unto St. Louis, its successors in interest, and assigns the NorthPark Property; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis an "Easement Agreement", substantially in the form as set out in Exhibit "C" to the Agreement entitled "Form of Easement Agreement", whereby St. Louis is granting to NorthPark a non-exclusive easement on certain property owned by St. Louis and more fully described in the Easement Agreement for the purpose of installing, maintaining, repairing and operating a storm water detention basin management system or facility, subject to the provisions of the Easement Agreement; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the advice of the Director of Airports, to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance will be applicable exclusively to the agreements, documents, permits, and instruments approved and/or authorized by this Ordinance; and containing a severability clause and an emergency clause.

WHEREAS, pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with any applicable rules and regulations under the Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program, the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), the Passenger Facility Charge ("PFC") Program, and/or any other applicable federal, state, or local laws and regulations, St. Louis, acting through the Airport Authority of St. Louis ("Airport Authority"), has acquired and St. Louis is the fee owner of approximately 6.475 acres of real property ("St. Louis Property") located in St. Louis County, Missouri and is more fully described in Section 1.A and EXHIBIT "A" to the Agreement and Contract of Sale ("Agreement"), between St. Louis and NorthPark Partners, LLC ("NorthPark"), which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

WHEREAS, pursuant to Section 809 of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended, St. Louis may and hereby determines that the St. Louis Property is not necessary or useful in the operation of the Airport and is not needed for further aviation purposes of the Airport and, therefore, St. Louis may dispose of, transfer, or exchange the St. Louis Property in order that it may be redeveloped for uses compatible with the Airport's operations;

WHEREAS, pursuant to the AIP, St. Louis may dispose of real property only upon a showing that such disposition is at a fair market value, and is in accordance with a land use plan and/or deed restrictions approved by the Federal Aviation Administration ("FAA") which permit only commercial or development uses of the St. Louis Property that are compatible with the operations of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Agreement are acceptable and that the execution, delivery and performance by St. Louis and NorthPark of their respective obligations under the Agreement are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of its residents and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis an Agreement and Contract of Sale ("Agreement") substantially in the form as set out in ATTACHMENT "1" to this Ordinance, which is attached hereto and incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and NorthPark Partners, LLC, a Missouri corporation ("NorthPark"), providing for the sale of approximately 6.475 acres of property owned by St. Louis and located in St. Louis County ("St. Louis Property"), which is more fully described in Section 1.A of the Agreement and Exhibit "A" thereto entitled "Legal Description of St. Louis Property", for the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000), and providing for the purchase of approximately 0.35 acres of property owned by NorthPark and located in St. Louis County (the "NorthPark Property") to St. Louis, which is more fully described in Section 1.B of

the Agreement and Exhibit "B" thereto entitled "Legal Description of NorthPark Property", for the sum of Seventeen Thousand Seven Hundred Dollars (\$17,700), subject to and in accordance with its provisions, and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provision of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and Restated on September 10, 1997 as amended;

SECTION THREE. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit "D" to the Agreement entitled "Form of Quit Claim Deed for St. Louis Property", remising, releasing, conveying, and forever quit-claiming unto NorthPark, its successors in interest and assigns, the St. Louis Property subject to the easement and restrictive covenants as defined and provided for in said quit claim deed.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the terms of the Agreement, a quit claim deed substantially in the form as set out in Exhibit "E" to the Agreement entitled "Form of Quit Claim Deed for NorthPark Property", remising, releasing, conveying, and forever quit-claiming unto St. Louis, its successors in interest and assigns, the NorthPark Property.

SECTION FIVE. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis, subject to and in accordance with the terms of the Agreement, an "Easement Agreement", substantially in the form as set out in Exhibit "C" to the Agreement entitled "Form of Easement Agreement", whereby St. Louis is granting to NorthPark a non-exclusive easement on certain property owned by St. Louis and more fully described in the Easement Agreement for the purpose of installing, maintaining, repairing and operating a storm water detention basin management system or facility, subject to and in accordance with the provisions of the Easement Agreement.

SECTION SIX. The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of St. Louis, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect St. Louis' interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions or agreements contemplated herein.

SECTION SEVEN. The terms, covenants, and conditions set forth in this Ordinance will be applicable exclusively to the agreements, documents, permits and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, permits, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, permits, and instruments approved and/or authorized by this Ordinance.

SECTION EIGHT. The sections or provisions of this Ordinance or portions thereof will be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections 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 NINE. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20, of St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

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

**AGREEMENT AND CONTRACT OF SALE
BETWEEN
THE CITY OF ST. LOUIS, MISSOURI
AND
NORTHPARK PARTNERS, LLC
(Is on file in the Register's Office.)**

Approved: November 18, 2014

ORDINANCE #69872
Board Bill No. 150

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City seven (7) On-Airport Passenger Vehicle Rental ("PVR") Concession Agreements (the "PVR Concession Agreements") at Lambert - St. Louis International Airport (the "Airport") between the City and the following concessionaires: a) The Hertz Corporation, b) Avis Rent a Car System, LLC d/b/a Avis Rent a Car, c) Enterprise Leasing Company of STL, LLC d/b/a National Rent a Car, d) Enterprise Leasing Company of STL, LLC d/b/a Enterprise Rent a Car, e) Budget Rent a Car System, LLC d/b/a Budget Rent a Car, f) Enterprise Leasing Company of STL, LLC d/b/a Alamo Rent a Car and g) C&J Rental, Inc. d/b/a Thrifty Car Rental, granting to each concessionaire the right, license, and privilege to operate a non-exclusive PVR Concession at the Airport subject to the terms, covenants, and conditions of their PVR Concession Agreement with the City, which were approved by the Airport Commission and are more fully described in Section One of this Ordinance; directing that the PVR Concession Agreements be in compliance with all applicable 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 an emergency clause.

WHEREAS, the City of St. Louis (the "City") owns, operates and maintains Lambert - St. Louis International Airport (the "Airport");

WHEREAS, the Passenger Vehicle Rental ("PVR") Concessions at the Airport are essential for proper accommodation of the public;

WHEREAS, the City has determined that the public will be best served by having seven (7) PVR Concession operators at the Airport during the term of the PVR Concession Agreements;

WHEREAS, the City has advertised and received competitive bids for the right to manage and operate PVR Concessions at the Airport, and by this process the City has determined that the concessionaires listed above are qualified operators of this service and have submitted bids deemed advantageous to the public, the Airport, and the City.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City seven (7) On-Airport Passenger Vehicle Rental ("PVR") Concession Agreements (the "PVR Concession Agreements") at Lambert - St. Louis International Airport (the "Airport") between the City and the following concessionaires: a) The Hertz Corporation, b) Avis Rent a Car System, LLC d/b/a Avis Rent a Car, c) Enterprise Leasing Company of STL, LLC d/b/a National Rent a Car, d) Enterprise Leasing Company of STL, LLC d/b/a Enterprise Rent a Car, e) Budget Rent a Car System, LLC d/b/a Budget Rent a Car, f) Enterprise Leasing Company of STL, LLC d/b/a Alamo Rent a Car and g) C&J Rental, Inc. d/b/a Thrifty Car Rental, granting to each concessionaire the right, license, and privilege to operate a non-exclusive PVR Concession at the Airport subject to the terms, covenants, and conditions of their PVR Concession Agreement with the City, which were approved in substance by the Airport Commission and are attached and incorporated herein as follows:

ATTACHMENT A – The Hertz Corporation

ATTACHMENT B – Avis Rent a Car System, LLC d/b/a Avis Rent a Car

ATTACHMENT C – Enterprise Leasing Company of STL, LLC d/b/a National Rent a Car

ATTACHMENT D – Enterprise Leasing Company of STL, LLC d/b/a Enterprise Rent a Car

ATTACHMENT E – Budget Rent a Car System, LLC d/b/a Budget Rent a Car

ATTACHMENT F – Enterprise Leasing Company of STL, LLC d/b/a Alamo Rent a Car

ATTACHMENT G – C&J Rental, Inc. d/b/a Thrifty Car Rental

SECTION TWO. The PVR Concession Agreements shall be in compliance with all applicable 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 THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and will become effective immediately upon its approval by the City's Mayor.

ATTACHMENT A – The Hertz Corporation
ATTACHMENT B – Avis Rent a Car System, LLC d/b/a Avis Rent a Car
ATTACHMENT C – Enterprise Leasing Company of STL, LLC d/b/a National Rent a Car
ATTACHMENT D – Enterprise Leasing Company of STL, LLC d/b/a Enterprise Rent a Car
ATTACHMENT E – Budget Rent a Car System, LLC d/b/a Budget Rent a Car
ATTACHMENT F – Enterprise Leasing Company of STL, LLC d/b/a Alamo Rent a Car
ATTACHMENT G – C&J Rental, Inc. d/b/a Thrifty Car Rental
(Is on file in the Register's Office.)

Approved: November 18, 2014

ORDINANCE #69873
Board Bill No. 161

An Ordinance authorizing the execution of an Intergovernmental Cooperation Agreement between the City and The Carrie Avenue Community Improvement District prescribing the form and details of said Agreement; making certain findings with respect thereto; authorizing certain other actions of City officials; and containing a severability clause and 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, Mo. Rev. Stat. 67.1400 et seq. (the "CID Act") authorized property owners with the approval of the City of St. Louis to establish Community Improvement Districts; and

WHEREAS, the property owners filed a petition with the City of St. Louis signed by the authorized representatives of the owners of more than fifty percent by assessed value and per capita of the property located within the Carrie Avenue Community Improvement District; and

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

WHEREAS, after duly noticed public hearing, the Board of Aldermen approved Ordinance 69748, approved May 30, 2014, establishing the Carrie Avenue Community Improvement District; and

WHEREAS, the CID intends to undertake certain improvements within the District, including, without limitation, demolition, construction, reconstruction, installation, repair, landscaping and all improvements necessary to eliminate blight, including, but not limited to, landscaping, traffic improvements, road improvements, sidewalks, utilities, and lighting and more fully described in Exhibit B to the CID Agreement (the "CID Project") and

WHEREAS, the City has approved the use of Tax Increment Financing in the area where the CID exists; and

WHEREAS, the City intends to enter into that certain Intergovernmental Cooperation Agreement (the "CID Agreement") in the form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the CID Agreement are acceptable and that the execution thereof, and deliverance and performance by the City and the CID of their respective obligations therein are in the best interests of the City and the health, safety, morale and welfare of its residents; and

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

SECTION ONE. The Board of Aldermen hereby approves the CID Project as submitted to the City.

SECTION TWO. The Board of Aldermen further finds and determines that it is necessary and desirable to enter into the CID Agreement with the CID in order to implement the CID Project.

SECTION THREE. 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 CID Agreement by and between the City and the CID in similar form to that attached hereto as Exhibit A, and the City Register is hereby authorized and directed to attest to the CID Agreement and to affix the seal of the City thereto. The 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 FOUR. 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 Aldermen necessary to authorize such action by the Mayor or Comptroller or his or her designated representatives.

SECTION FIVE. The Mayor and 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 or Comptroller or their designated representatives.

SECTION SIX. 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 SEVEN. This being an ordinance to provide for public work or improvements or repairs thereof, it is 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.

EXHIBIT A – CID AGREEMENT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
between the
CITY OF ST. LOUIS, MISSOURI,
and
THE CARRIE AVENUE COMMUNITY IMPROVEMENT DISTRICT**

Dated as of: _____, 2014

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is entered into as of _____, 2014, by and between the **CITY OF ST. LOUIS, MISSOURI** (the "City"), a political subdivision of the State of Missouri, and **THE CARRIE AVENUE COMMUNITY IMPROVEMENT DISTRICT** (the "District"), a political subdivision of the State of Missouri.

RECITALS

WHEREAS, the City of St. Louis, Missouri (the "City"), is a body corporate and 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;

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865, Revised Statutes of Missouri, (the "Act" or the "TIF Act"), authorizes the City to undertake redevelopment projects within designated areas of the City;

WHEREAS, the Missouri Community Improvement District Act, Sections 67.1400 et seq., Revised Statutes of Missouri, (the "CID Act"), authorizes the creation of a district to fund, promote, plan, design, construct, improve, maintain and operate projects to remediate blight, and otherwise benefit the redevelopment area, as provided for by the CID Act;

WHEREAS, on October 15, 2013, the developer submitted to the City a redevelopment plan (the "Redevelopment Plan")

for the Redevelopment Area, as described in Redevelopment Plan;

WHEREAS, pursuant to the Redevelopment Agreement, the City and developer contemplated that a community improvement district would be created for the purpose of providing tax revenues to fund the construction and implementation of certain community improvement district projects, as that term is defined in the "CID Act", that are to be constructed and implemented under the Redevelopment Plan;

WHEREAS, on October 30, 2013 following a public hearing begun on that date, in accordance with the TIF Act, the Tax Increment Financing Commission of the City of St. Louis, Missouri (the "TIF Commission") adopted a resolution approving the redevelopment plan known as the Carrie Avenue Redevelopment Area TIF Redevelopment Plan (the "Redevelopment Plan") and recommending that the Board of Aldermen: (1) approve the Redevelopment Plan; and (2) approve and designate the Redevelopment Area as a "redevelopment area" as provided in the TIF Act;

WHEREAS, on December 30, 2013, after due consideration of the TIF Commission's recommendations, the City adopted: (1) Ordinance No. 69649 designating the Redevelopment Area as a "redevelopment area" as provided in the TIF Act, approving the Redevelopment Plan, and approving the redevelopment project described in the Redevelopment Plan, adopting tax increment allocation financing within the Redevelopment Area, and establishing the Special Allocation Fund; and (2) Ordinance No. 69650 authorizing the City to enter into a redevelopment agreement with developer;

WHEREAS, on December 20, 2013, the property owners in the vicinity of Carrie Avenue filed a petition for the formation of the community improvement district (the "CID Petition") with the City of St. Louis, Missouri;

WHEREAS, the CID Petition identified certain services and improvements authorized to be undertaken by the District including the demolition, construction, reconstruction, installation, repair and maintenance, including landscaping, of miscellaneous improvements within the boundaries of the area;

WHEREAS, specifically the District may provide for (a) property acquisition and site preparation within the boundaries of the District; (b) eliminating blighted conditions in the District including, without limitation, demolishing, removing and/or constructing buildings and other improvements to eliminate blight, as provided in MO. Rev. Stat. Section 67.1461.2; (c) upgrade, install, or relocate public utilities/utility infrastructure within the boundaries of the District, subject to any prior approvals, permits and/or licenses required by federal, state or local governmental authority; (d) construct traffic improvements, and related improvements within the boundaries of the District; and (e) carry out all other permitted purposes under the Act (the "CID Project");

WHEREAS, on May 30, 2014, the City approved Ordinance No. 69748, which, among other things, established the District as a political subdivision pursuant to and in accordance with the CID Act;

WHEREAS, the District is authorized to impose a community improvement district sales tax at a rate of one percent (1%) (the "CID Sales Tax") and a special assessment not to exceed five cents per square foot (\$0.05/sq.ft.) per year on each square foot of land (the "CID Special Assessment") pursuant to the CID Act, for the purpose of providing funds to finance the costs of the CID Project;

WHEREAS, pursuant to the Redevelopment Plan and Redevelopment Agreement, a portion of the costs of the Redevelopment Project will be financed by utilizing tax increment financing in accordance with the Act, and the existence of the CID Sales Tax and CID Special Assessment contribute to the payment of any TIF Obligations issued by the City; and

WHEREAS, the City and the District desire to enter into this Intergovernmental Cooperation Agreement, whereby (a) the District, sharing in the goal of the Redevelopment Plan will agree to maintain the CID Sales Tax at least as long as TIF Obligations are outstanding; (b) the District will agree to maintain the CID Special Assessment so long as the fifteen (15) year tax abatement authorized under Ordinance 68427 is in effect; (c) the City and District will agree to cooperate on the implementation by the District of the CID Project; and (d) the CID agrees that its first priority for funding (after payment of CID Administrative Costs) is the CID Project and if necessary it will allocate all available CID Revenues to this purpose.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.**Section 1.1 Definitions of Words and Terms.**

The words and terms as used in this Agreement shall have the same meaning as provided in the Redevelopment Agreement unless a different meaning is specifically provided below:

“Agreement” means this Intergovernmental Cooperation Agreement, as from time to time amended in accordance with its terms.

“Approving Ordinance” means Ordinance 69649, as may be amended, adopted by the City on December 30, 2013, approving the Redevelopment Plan.

“Authorizing Ordinance” means Ordinance 69650, as may be amended, adopted by the City on December 30, 2013, authorizing the Redevelopment Agreement.

“Available CID Revenue” means all proceeds of the CID Sales Tax imposed by the District, and all proceeds of the CID Special Assessment after deducting (a) the Collection Fee, (b) that portion of the CID Revenue that constitutes EATs (as that term is defined in the Redevelopment Agreement), (c) costs of collection relating to the CID Special Assessment, and (d) the CID Administrative Costs.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended.

“CID Administrative Costs” means an amount not to exceed \$10,000 annually to be applied by the District to overhead expenses of the District for administration, supervision and inspection incurred in connection with the CID Project.

“CID Project Costs” means all costs necessary or incidental to plan, acquire, finance, develop, design and construct the CID Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning or special services incurred; (c) costs of acquisition of right-of-way; (d) costs of construction; (e) cost of ongoing landscaping and maintenance; and (f) CID Administrative Costs, including without limitation reimbursement to the District or those acting for the District for any of the above enumerated costs and expenses incurred and/or paid before execution of this Agreement.

“CID Sales Tax” means the community improvement district sales tax authorized by the CID Act and imposed by the District at a rate of one percent (1%) as authorized by the District’s board of directors and approved by the qualified voters of the District in accordance with the CID Act, this Agreement and the Redevelopment Agreement.

“CID Special Assessment” means the community improvement district special assessment authorized by the CID Act and imposed by the District at a rate not to exceed five cents per square foot (\$0.05/sq. ft.) per year on each square foot of land as authorized by the Board of Directors which shall be in effect so long as the fifteen (15) years of tax abatement authorized under Ordinance 68427 is in effect..

“CID Revenues” means revenues of the CID created in accordance with the CID Act.

“City” means the City of St. Louis, Missouri, a municipal corporation of the State of Missouri, including without limitation, in its capacity as a “local community improvement authority” within the meaning of the CID Act.

“Collection Fee” means an amount charged by the Missouri Department of Revenue for the collection of the CID Sales Tax and the City of St. Louis for collection of the CID Special Assessment.

“District” or “CID” means the Carrie Avenue Community Improvement District, a political subdivision of the State of Missouri upon approval of Ordinance 69748, pursuant to and in accordance with the CID Act.

“Debt Service” means principal and interest payments, rebate (if any), and Trustee and monitoring fees associated with the portion of the CID Obligations related to the CID Project.

“EATS Account” means the Economic Activity Tax Account in the Special Allocation Fund.

“Economic Activity Taxes” or “EATS” shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

“Note Ordinance” means Ordinance 69651 approved by the City on May 30, 2014, and authorizing the issuance of not to exceed \$2.1 Million Dollars, plus the costs of issuance, in TIF Obligations.

“Redevelopment Agreement” means the Redevelopment Agreement dated as of _____ by and between the City and the developer as authorized by Ordinance 69650, including all amendments thereto.

“Redevelopment Projects” means the redevelopment activities or Work agreed to and as defined in the Redevelopment Agreement, as authorized by Ordinance 69650.

“Special Allocation Fund” means the City of St. Louis, Missouri, Carrie Avenue Special Allocation Fund created by the Approving Ordinance, and including the accounts and subaccounts (if any) into which TIF Revenues are from time to time deposited in accordance with the TIF Act, this Agreement, and the Redevelopment Agreement, including a PILOTS Account and an EATS Account.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended.

“TIF Obligation” means the TIF Note or Bond as defined by and issued pursuant to the Note Ordinance.

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

Section 1.3 Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

ARTICLE II. REPRESENTATIONS

Section 2.1 Representations by the District. The District represents as follows:

a. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

b. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The District has taken all necessary action to approve the CID Project. No further action or approvals by the District is necessary in connection with the construction or financing of the CID Project, except with respect to the approval of certain matters relating to the use of CID Sales Tax proceeds and the CID Special Assessment proceeds for the payment of CID Administrative Costs, as provided in this Agreement and the Note Ordinance.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreement to which the District is a party.

e. No official or employee of the District has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement, except as may be expressly authorized by the CID Act and not otherwise prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

f. There is no litigation or proceeding pending or, to the District’s knowledge, threatened against the District affecting

the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement.

Section 2.2 Representations by the City. The City represents as follows:

a. The City is duly organized and existing under the laws of the State of Missouri as a constitutional charter city and is the political subdivision in which the District is located.

b. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Aldermen, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

c. The City has taken all necessary action to approve the CID Project, subject to the terms of this Agreement.

d. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City, will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

e. No member or employee of the City has any significant or conflicting interest, financial or otherwise, in the CID Project or in the transactions contemplated by this Agreement.

f. There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

ARTICLE III.

CONSTRUCTION, MAINTENANCE AND USE OF THE CID PROJECT

Section 3.1 Construction of the CID Project. The District and the City both hereby acknowledge that the CID Project will contribute to the success of the Redevelopment Project being undertaken under the Redevelopment Plan.

Section 3.2 Approval of CID Project. The parties acknowledge and agree that one of the purposes for which the District was created was for providing tax revenues for funding the cost of constructing and maintaining the CID Project. The parties further acknowledge that, because the District is located within the Redevelopment Area, one-half of the additional revenues generated by the CID Sales Tax shall be Economic Activity Tax Revenues and, as such, shall be used for funding Reimbursable Redevelopment Project Costs incurred in connection with the Redevelopment Project. Pursuant to the Redevelopment Agreement, the City and the developer have agreed to use their best efforts to cause the City and the District to enter into this Agreement for the purpose of assuring the CID Sales Tax and the CID Special Assessment and for funding the CID Project. Therefore, upon execution of this Agreement, the City shall be deemed to have approved the CID Project.

Section 3.3 Designation of CID Project. CID Project may provide for: (a) property acquisition and site preparation within the boundaries of the District; (b) eliminating blighted conditions in the District including, without limitation, demolishing, removing and/or constructing buildings and other improvements to eliminate blight, as provided in MO. Rev. Stat. Section 67.1461.2; (c) upgrade, install, or relocate public utilities/utility infrastructure within the boundaries of the District, subject to any prior approvals, permits and/or licenses required by federal, state or local governmental authority; (d) construct traffic improvements, and related improvements within the boundaries of the District; and (e) carry out all other permitted purposes under the Act.

ARTICLE IV.

COLLECTION OF CID SALES TAX AND CID SPECIAL ASSESSMENT

Section 4.1 Collection of CID Special Assessment. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Special Assessment, or to provide for the performance of such functions, to the extent required by this Agreement. The District agrees to collect the Special Assessment from all property owners subject to the special assessment within the District boundaries. The District shall provide for the transfer to the City, on a regular basis, the proceeds of the CID Special Assessment as part of Available CID Revenue.

Section 4.2 Collection of CID Sales Tax. The District agrees to perform all functions incident to the administration, collection, enforcement and operation of the CID Sales Tax, or to provide for the performance of such functions, to the extent

required by this Agreement. The District agrees to collect the CID Sales Tax from businesses within the district boundaries. The Treasurer of the District shall provide for the transfer to the City, on a regular basis and in compliance with state law, that portion of the CID Sales Tax collected on behalf of the District defined as Economic Activity Taxes under the TIF Act, less the Collection Fee. The City, having received the said proceeds from the District, shall deposit said proceeds into the Special Allocation Fund.

Section 4.3 Enforcement of CID Sales Tax. The District shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such commercial improvement District Sales Tax Return. The District shall immediately report all known violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect CID's Sales Tax in a timely manner as provided for in the Sales Tax Law. In the event that the Missouri Department of Revenue notifies the District that it will refuse to undertake enforcement of CID's Sales Tax, the District shall promptly initiate an action to enforce collection unless it reasonably determines that the cost of such enforcement action will exceed the amount of the Collection Fee associated with any CID Sales Tax collected as a result of such enforcement action. Notwithstanding anything herein to the contrary, the District shall not undertake any enforcement action if the cost of such enforcement action is reasonably expected to exceed the amount of revenues sought to be collected.

The City shall have no affirmative obligation to discover, investigate or ascertain the accuracy of such CID Sales Tax Return; provided, however, that the City may conduct its own reasonable review and comparison of each CID Sales Tax Return to the corresponding Department of Revenue Form 53-1 to determine whether the amount of CID Sales Tax remitted to the District was calculated correctly.

Section 4.4 Collection of CID Special Assessment. The District shall take all reasonable steps to ensure the levying and collection annually of the CID Special Assessment. This shall include reaching agreements with the Collector of Revenue of the City of St. Louis for the collection of the CID Special Assessment as part of the annual collection of property taxes within the City of St. Louis.

Section 4.5 Access to Records. The District shall keep accurate records of the amount of CID Sales Tax and CID Special Assessment collected and such records shall be open to the inspection of officers of the City and the general public. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the City shall provide any of such records as it may possess to the District upon receipt of a written request that conforms to Section 32.057.2(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

Section 4.6 Use of CID Sales Tax and Special Assessment Revenues. Beginning in the first month following the effective date of the CID Sales Tax or the first month following receipt of the CID Special Assessments, whichever occurs first, and continuing each month thereafter until the retirement of the TIF Obligations, the District shall, not later than the fifteenth (15th) day of each month, distribute to the City that portion of the CID Revenue that constitutes EATs collected by the District in the previous month and all revenue from the CID Special Assessment less the Collection Fee and an amount not to exceed Ten Thousand Dollars (\$10,000) annually for CID Administrative Costs. The City shall deposit that portion of CID Revenue that constitutes EATs into the EATs Account of the Special Allocation Fund. Prior to the payment of any other CID expenses, the CID shall make available as necessary all CID Sales Tax Revenue and CID Special Assessment Revenue to the CID Project.

Section 4.7 Repeal of CID Sales Tax. So long as any TIF Obligations are outstanding, the District shall not repeal or reduce the CID Sales Tax.

Section 4.8 Repeal of Special Assessment. Until the fifteen (15) years of tax abatement authorized by Ordinance 68427 expires, the District shall not repeal or reduce the CID Special Assessment.

ARTICLE V. CID PROJECT FINANCING

Section 5.1 Financing of the CID Project. The parties acknowledge and agree that the District shall be responsible for the financing, the construction and ongoing maintenance of the CID Project. The CID's obligations under this Section shall be the exclusive responsibility of the CID payable solely out of the CID's funds and property as provided in the CID Act and shall not constitute a debt or liability or general obligation of the District, the City, the State of Missouri or any agency or political subdivision thereof. The District further agrees to refrain from encumbering or pledging, on a superior or parity lien basis, any portion of the CID Revenues in such a manner that would be inconsistent with the terms and intent of this Agreement.

Section 5.2 [Intentionally Omitted.]

Section 5.3 [Intentionally Omitted.]

Section 5.4 CID Sales Tax. A CID Sales Tax of one percent (1%) has been approved by the qualified voters of the District as provided by the CID Act. Except as otherwise provided in this Agreement and the Redevelopment Agreement, the District shall impose no other tax, assessment, toll or charge whatsoever without the written consent of the City. The District shall not repeal or amend the CID Sales Tax except in accordance with Section 4.7 of this Agreement.

Section 5.5 [Intentionally Omitted.]**ARTICLE VI.
GENERAL PROVISIONS**

Section 6.1 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

Section 6.2 Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of any term or condition of this Agreement by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party (or successor), proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including without limitation proceedings for injunctive relief or proceedings to compel specific performance by the defaulting or breaching party, provided that such legal proceedings shall only affect property as to which such default or breach exists and shall not affect any other rights established in connection with this Agreement or any other property within the District which has been or is being developed or used in accordance with the provisions of this Agreement.

Section 6.3 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class certified mail, return receipt required, postage prepaid, addressed as follows:

If To The District:

Carrie Avenue Community Improvement District
c/o Green Street Properties
8451 Maryland Avenue, Suite 200
St. Louis, MO 63105
Attention: Philip G. Hulse, Jr.

With a copy to:

Polsinelli PC
100 S. 4th Street, Suite 1000
St. Louis, Missouri 63102
Attention: William J. Kuehling, Esq.

If to the City:

City of St. Louis
City Hall, Room 200
1200 Market Street
St. Louis, Missouri 63103
Attention: Mayor

And to:

City of St. Louis
City Hall, Room 212
1200 Market Street
St. Louis, Missouri 63103

Attention: Comptroller

With a copy to:

City Counselor
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor

And to:

Armstrong Teasdale LLP
7700 Forsyth Blvd. Suite 1800
St. Louis, Missouri 63105
Attention: Thomas J. Ray, Esq.

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 paragraph.

Section 6.4 Choice of 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 for all purposes and intents.

Section 6.5 Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized representatives of both parties.

Section 6.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 6.7 Severability. If 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.

Section 6.8 Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the District, and no official agent, employee, or representative of the District shall be personally liable to the City, in the event of 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.

Section 6.9 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local community improvement authority, absent this Agreement. Without limiting the generality of the foregoing, the District agrees to execute and deliver a Continuing Disclosure Agreement with respect to the TIF Obligations in customary form and content, and such other certificates and instruments as may be necessary in the opinion of Bond Counsel in connection with the issuance of the TIF Obligations, provided that such certificates and instruments do not impose any material pecuniary liability upon the District.

ARTICLE VII. MISCELLANEOUS

Section 7.1 Mutual Release. Neither the City nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the District and not of any of their governing body

members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of the City or the District shall be personally liable to the other party in the event of a default or breach by any party under this Agreement or for any amount of TIF Obligations which may become due to any party under the terms of this Agreement.

Section 7.2 Additional Covenants of the District. The District shall keep proper books of records and accounts in which full, true and correct entries will be made of all dealings or transactions of or in relating to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to enable the City to determine whether the covenants, terms and provisions hereof have been complied with. In addition, the District shall furnish a copy of its annual financial statements to the City (audited, if available) within 180 days following the end of each fiscal year of the District.

Section 7.3 Open Meetings and Records of the District. The District will comply with Chapter 610 of the Revised Statutes of Missouri, as amended, as it pertains to political subdivisions such as the District, by adopting an open meeting and records policy. Upon the request of the District, the City agrees that it will, upon receipt of a notice and agenda from the District, post the notice and agenda for each meeting of the District in compliance with the requirements of Chapter 610 of the Revised Statutes of Missouri, as amended.

Section 7.4 Additional Covenants of the District. The District shall maintain its existence and the CID Sales Tax until all TIF Obligations have been paid in full, and it shall maintain the CID Special Assessment so long as the fifteen (15) year tax abatement authorized under Ordinance 68427 is in effect. The District shall keep or retain an Administrator to keep accurate records of revenues received and costs incurred, and such records shall be open to inspection by the City at all reasonable times.

**ARTICLE VIII.
TERM**

Section 8.1 Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate upon the later of: (a) repayment and/or refunding in full of the TIF Obligation; or (b) dissolution of the District pursuant to the CID Act.

[Remainder of page intentionally left blank.]

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

“CITY”:

CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

[SEAL]

Attest:

Parrie L. May, City Register

Approved as to Form:

Winston Calvert, City Counselor

“DISTRICT”:

**CARRIE AVENUE COMMUNITY
IMPROVEMENT DISTRICT**

By: _____

Philip G. Hulse, Jr., Chairman

[SEAL]

Attest:

_____, Secretary

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

On this ____ day of _____, 2014, before me, a Notary Public in and for said state, personally appeared Philip G. Hulse, Jr., who acknowledged himself to be the Chairman of the Carrie Avenue Community Improvement District, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Community Improvement District.

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

Notary Public

Printed Name: _____

(Seal)

My commission expires: _____

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

On this ____ day of _____, 2014, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

[SEAL]

My Commission Expires: _____

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

On this ____ day of _____, 2014, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

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

[SEAL]

My Commission Expires: _____

**EXHIBIT A
FORM OF
CID SALES TAX COLLECTION REPORT**

**EXHIBIT B
CID PROJECT**

The CID Project may provide for: (a) property acquisition and site preparation within the boundaries of the District; (b) eliminating blighted conditions in the District including, without limitation, demolishing, removing and/or constructing buildings and other improvements to eliminate blight, as provided in MO. Rev. Stat. Section 67.1461.2; (c) upgrade, install, or relocate public utilities/utility infrastructure within the boundaries of the District, subject to any prior approvals, permits and/or licenses required by federal, state or local governmental authority; (d) construct traffic improvements, and related improvements within the boundaries of the District; and (e) carry out all other permitted purposes under the Act.

Approved: November 18, 2014

**ORDINANCE #69874
Board Bill No. 168**

An ordinance repealing Ordinance 69597 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Tenth Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, and the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises; and containing an emergency clause.

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

SECTION ONE. Ordinance 69597 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. LEGISLATIVE FINDINGS. The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area beginning at the point of intersection of Chippewa St. and S. Kingshighway Blvd., and proceeding westerly along Chippewa St. to Brannon Ave., and proceeding northerly along Brannon Ave. to Pernod Ave., and proceeding westerly along Pernod Ave. to Macklind Ave., and proceeding northerly along Macklind Ave. to Fyler Ave., and proceeding westerly along Fyler Ave. to Hampton Ave., and proceeding northerly along Hampton Ave. to Manchester Ave., and proceeding easterly along Manchester Ave. to S Kingshighway Blvd, and proceeding southerly along S. Kingshighway Blvd. to McCree Ave., and proceeding west along McCree Ave. 407.4 feet, then proceeding in a southerly direction parallel to S. Kingshighway Blvd. 204 feet, and then proceeding east 413.3 feet to S. Kingshighway Blvd., and then proceeding southerly to Southwest Ave., and proceeding westerly along Southwest Ave. to Brannon Ave., and proceeding southerly along Brannon Ave. to Magnolia Ave., and proceeding westerly along Magnolia to Macklind Ave., and proceeding southerly along Macklind to Arsenal St., and proceeding easterly along Arsenal St. to Morganford Rd., and proceeding southerly along Morganford Rd. to Miami St., and proceeding westerly along Miami St. to Alfred Ave., and proceeding southerly along Alfred Ave. to Tholozan Ave., and proceeding westerly along Tholozan Ave. to S. Kingshighway Blvd., and proceeding southerly along S. Kingshighway Blvd. to the point of beginning. Such area shall be known as the Tenth Ward Liquor

Control Area.

SECTION THREE. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package or drink liquor license for any premises, not licensed as of the effective date hereof, which is located within the boundaries of the Tenth Ward Liquor Control District established in Section Two of this ordinance.

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

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

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

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

(4) Approve the issuance of package liquor license within the area beginning at a point on the West Right of Way of Kingshighway Boulevard, (100 feet wide), where it intersects the North Right of Way of Fyler Avenue, (70 wide); thence North 82 degrees 45 minutes 19 seconds West along the North line of said Fyler Avenue a distance of 338.71 feet to a point in the East line of a parcel conveyed to RELYF L.L.C. as conveyed by Deed Book 06092008 page 0156 of the Land Records in the City of St. Louis; thence leaving said Right of Way North 08 degrees 55 minutes 36 seconds East along said East line of RELYF L.L.C. parcel, a distance of 512.86 feet to a point in the South 71 degrees 30 minutes 48 seconds East, along said Railroad Right of Way a distance of 244.03 feet to a point; thence South 59 degrees 19 minutes 14 seconds East, a distance of 50.95 feet to a point; thence South 63 degrees 57 minutes 40 seconds East, a distance of 52.95 feet to a point on the West Right of Way line of Kingshighway Boulevard as previously mentioned; thence leaving said Railroad Right of Way South 08 degrees 55 minutes 36 seconds West, along said Kingshighway Boulevard a distance of 427.93 feet to the point of beginning.

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

Approved: November 18, 2014

**ORDINANCE #69875
Board Bill No. 175**

An ordinance repealing Ordinance 69594 and in lieu thereof enacting a new ordinance prohibiting the issuance of any package liquor licenses for any currently non-licensed premises within the boundaries of the Twenty-Second Ward Liquor Control District, as established herein, for a period of three years from the effective date hereof; containing exceptions and allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances; and containing an emergency clause.

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

SECTION ONE. Ordinance number 69594 is hereby repealed and in lieu thereof the following provisions are enacted:

SECTION TWO. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses within the area

beginning at the point of intersection of Page Blvd and Belt Ave, and proceeding westerly along Page Blvd to Blackstone Ave, and proceeding southerly along Blackstone Ave to Etzel Ave, and proceeding westerly along Etzel Ave to the St. Louis City county line, and proceeding northerly along the St. Louis City county line to I- 70, and proceeding easterly along I- 70 to Geraldine Ave, and proceeding westerly along Geraldine Ave to Natural Bridge Ave, and proceeding westerly along Natural Bridge Ave to Union Blvd, and proceeding southerly along Union Blvd to Lexington Ave, and proceeding westerly along Lexington Ave to Arlington Ave, and proceeding southerly along Arlington Ave to St Louis Ave, and proceeding easterly along St Louis Ave to Union Blvd, and proceeding southerly along Union Blvd to Dr Martin Luther King Dr, and proceeding westerly along Dr Martin Luther King Dr to Stewart Pl, and proceeding southerly along Stewart Pl to Semple Ave, and proceeding southerly along Semple Ave to Ridge Ave, and proceeding westerly along Ridge Ave to Belt Ave, and proceeding southerly along Belt Ave to the point of beginning. Such area shall be known as the Twenty-Second Ward Liquor Control Area.

SECTION THREE. The Excise Commissioner is hereby prohibited, for a period of three years, beginning as of the effective date of this Ordinance, from approving the issuance of a package liquor license for any premises which is located within the boundaries of the Twenty-Second Ward Liquor Control District established in Section Two of this ordinance.

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

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 68536; and
- (2) Approve the renewal of an existing license under the provisions of Section 14.08.090 of Ordinance 68536; and
- (3) Approve the issuance of a package liquor license to premises which were previously licensed within the previous three (3) years from the effective date of this ordinance.

SECTION FIVE. EMERGENCY CLAUSE.

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

Approved: November 18, 2014

**ORDINANCE #69876
Board Bill No. 137**

An ordinance, recommended by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to submit a 2015 – 2019 Consolidated Plan and 2015 Annual Plan to the United States Department of Housing and Urban Development ("HUD") as required to apply for funding under the Federal Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), Emergency Solutions Grant ("ESG") and Housing Opportunities for Persons with AIDS ("HOPWA") Entitlement Programs, authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of 2015 CDBG, HOME, ESG and HOPWA funds, appropriating the sum of Sixteen Million Seven Hundred Eighty-Five Thousand Seven Hundred and Four Dollars (\$16,785,704) which the City estimates will be available for the 2015 CDBG Program Year; appropriating the sum of One Million Nine Hundred Eighty-Nine Thousand Three Hundred Twenty-Six Dollars (\$1,989,326) which the City estimates will be available for the 2015 HOME Program Year; appropriating the sum of One Million Three Hundred Twenty-Two Thousand Seven Hundred Seventy-Six Dollars (\$1,322,776) which the City estimates will be available for the 2015 ESG Program Year; and appropriating the sum of One Million Three Hundred Thirty-Seven Thousand Six Hundred Sixty-Eight Dollars (\$1,337,668) which the City estimates will be available for the 2015 HOPWA Program Year, authorizing and directing the Director of the Community Development Administration ("CDA") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of CDBG and HOME funds, to establish and implement a lump sum drawdown procedure for the purpose of financing property rehabilitation activities, to establish and implement a program to guarantee in whole or in part construction loans from private financial institutions, and/or to establish and implement a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, authorizing and directing the Director of the Department of Human Services ("DHS") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of ESG funds, authorizing and directing the Director of Health and Hospitals to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of HOPWA funds, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

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

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

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

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

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

WHEREAS, by failing to continue to implement the redesigned process, the City places at risk its receipt of HUD FY2015 HUD CDBG and HOME allocations; and

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

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

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

WHEREAS, 2015 CDBG, HOME, ESG and HOPWA funding will become available on January 1, 2015; and

WHEREAS, in order to receive these funds, the City of St. Louis must continue to implement the redesigned process and submit to HUD a 2015 – 2019 Consolidated Plan and 2015 Annual Plan by November 15, 2014; and

WHEREAS, it is estimated that the 2015 CDBG Entitlement, together with previous year CDBG funds available for re-allocation, CDBG Program Income generated by activities conducted with previous year CDBG funds that have not yet been appropriated for any purpose and CDBG Program Income estimated to be generated by activities conducted in 2015 with CDBG funds, will amount to the sum of Sixteen Million Seven Hundred Eighty-Five Thousand Seven Hundred and Four Dollars (\$16,785,704); and

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

WHEREAS, it is estimated that the 2015 HOME Entitlement, together with previous year HOME funds available for allocation, HOME Program Income generated by activities conducted with previous year HOME funds that have not yet been appropriated for any purpose and HOME Program Income estimated to be generated by activities conducted in 2015 with HOME funds, will amount to the sum of One Million Nine Hundred Eighty-Nine Thousand Three Hundred Twenty-Six Dollars (\$1,989,326) and

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

WHEREAS, it is estimated that the 2015 ESG Entitlement, together with previous year ESG funds available for allocation, will amount to the sum of One Million Three Hundred Twenty-Two Thousand Seven Hundred Seventy-Six Dollars (\$1,322,776); and

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

WHEREAS, it is estimated that the 2015 HOPWA Entitlement, together with previous year HOPWA funds available for allocation, will amount to the sum of One Million Three Hundred Thirty-Seven Thousand Six Hundred Sixty-Eight Dollars (\$1,337,668); and

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

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

Section One. The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized and directed to submit a Consolidated Plan and an Annual Plan to the Department of Housing and Urban Development in order to make application for the 2015 CDBG, HOME, ESG and HOPWA Entitlement Programs.

Section Two. There is hereby appropriated the sum of Sixteen Million Seven Hundred Eighty-Five Thousand Seven Hundred and Four Dollars (\$16,785,704) of 2015 CDBG funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents, including disbursing agreements and/or other agreements associated with lump sum drawdowns intended to facilitate property rehabilitation activities, including agreements associated with guarantees in whole or in part of construction loans from private financial institutions, and including agreements associated with the establishment and implementation of a procedure for providing financial assistance to CDBG-eligible undertakings through float loan financing, on behalf of the City, which are necessary to carry out the City's CDBG and HOME programs and to expend said funds for the purposes and in the amounts specified in Exhibit A attached hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of CDA is further authorized to transfer funds among the purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment, to substitute HOME funding for CDBG funding budgeted pursuant to this ordinance with the approval of the Board of Estimate and Apportionment, and, to the extent that additional Tax Increment Financing Revenue, program income and/or other funds become available that reduce the amount of new CDBG funds required to make the Section 108 loan payment, to add the amount of the CDBG Section 108 loan payment reduction to the Citywide housing production allocation, provided that the Board of Estimate and Apportionment shall approve the expenditure of such funds.

Section Three. There is further hereby appropriated the sum of One Million Nine Hundred Eighty-Nine Thousand Three Hundred Twenty-Six Dollars (\$1,989,326) of 2015 HOME Funds for the purposes described in Exhibit A incorporated herein by reference. The Director of CDA is hereby authorized to make, negotiate and execute any and all contracts or other documents including agreements associated with guarantees in whole or in part of construction loans from private financial institutions, on behalf of the City, which are necessary to carry out the City's HOME programs and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The Director of CDA is further authorized to transfer funds among the purposes described in Exhibit A with the approval of the Board of Estimate and Apportionment and to substitute CDBG funding for HOME funding budgeted pursuant to this ordinance with the approval of the Board of Estimate and Apportionment. At least fifteen percent of the aforesaid 2015 HOME funds, or Two Hundred Ninety-Eight Thousand Three Hundred Ninety-Nine Dollars (\$298,399), must be committed to projects to be undertaken by certified Community Housing Development Organizations (CHDOs).

Section Four. There is further appropriated the sum of One Million Three Hundred Twenty-Two Thousand Seven Hundred Seventy-Six Dollars (\$1,322,776) of 2015 ESG Funds. The Director of the Department of Human Services is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out the City's ESG programs and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Five. There is further appropriated the sum of One Million Three Hundred Thirty-Seven Thousand Six Hundred Sixty-Eight Dollars (\$1,337,668) of 2015 HOPWA Funds. The Director of Health and Hospitals is hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City which are necessary to carry out the City's HOPWA programs and to expend said funds, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Six. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of principal and interest on public debt and for the current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in

full force and effect immediately upon its passage and approval by the Mayor.

**Community Development Block Grant Programs
2015 Budget
(Is on file in the Register's Office.)**

Approved: November 18, 2014

**ORDINANCE #69877
Board Bill No. 124
Committee Substitute**

An ordinance recommended by the Board of Estimate and Apportionment and the Board of Public Services, approving the assignment by CLP LEASEHOLD GOLF LLC, a Delaware limited liability company, successor by name change to CNL Income EAGL Leasehold Golf LLC, a Delaware limited liability company, the current lessee, (the "Lessee") to CF FOREST PARK ARCIS LLC, a Delaware limited liability company, as the assignee (the "Assignee").

WHEREAS, Ordinance 60284, approved February 24, 1984, authorized a lease of certain golf courses in Forest Park (the "Forest Park Golf Course") to American Golf Corporation, a California corporation; and

WHEREAS, Ordinance 65044, approved August 10, 2000, authorized an Amended and Restated Lease Agreement between the City of St. Louis (the "City") and American Golf Corporation (the "2000 Lease"); and

WHEREAS, Ordinance 67810, approved December 17, 2007, authorized an assignment of the 2000 Lease by American Golf Corporation to Lessee, as assignee, subject to the execution and delivery of certain documents, including the Agreement for Consent to Assignment of Lease and Assumption of Obligations (the "2007 Agreement") between the City of St. Louis (the "City"), as lessor, American Golf Corporation, as lessee, Lessee, as assignee, and Evergreen Alliance Golf Limited, L.P., operator of the premises under an agreement with the Lessee; and

WHEREAS, Lessee CLP Leasehold Golf LLC, the current Lessee, has requested the City to approve the assignment of the 2000 Lease and the subsequent 2007 Agreement and Assignment of the Lease to Assignee; and

WHEREAS, the Assignee, CF Forest Park Arcis LLC, is a wholly owned subsidiary of CF Arcis X LLC, a Delaware limited liability company, which itself or through related entities operates numerous golf courses throughout the United States, and will further purchase 48 golf course facilities, including the Forest Park Golf Course, from the current Lessee and certain affiliates of Lessee; and

WHEREAS, the 2000 Lease requires the consent of the City to the assignment of the 2000 Lease and of the 2007 Agreement and Assignment; and

WHEREAS, the Board of Aldermen wishes to express, as provided herein, the consent of the City to the proposed assignment of the 2000 Lease and the 2007 Agreement and Assignment to the Assignee, subject to the assumption by the Assignee of the obligations of Lessee under the 2000 Lease and the 2007 Agreement and Assignment, but only to the extent first accruing from and after the effective date of such assignment.

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

SECTION ONE. The City of St. Louis hereby consents to the assignment of that certain Amended and Restated Lease Agreement dated August 31, 2000 (the "2000 Lease"), and the Agreement for Consent to Assignment of Lease and Assumption of Obligations (the "2007 Agreement") and subsequent 2007 Assignment by and between the City of St. Louis, "Lessor", and CLP Leasehold Golf LLC, successor by name change to CNL Income EAGL Leasehold Golf LLC, the current "Lessee", and CF Forest Park Arcis LLC, the "Assignee", subject to the execution and delivery to the City of the following documents:

- i) Agreement for Consent to Assignment of Lease and Assumption of Obligations by and among the Lessor, City of St. Louis, the current Lessee, CLP Leasehold Golf LLC, a Delaware limited liability company and successor by name change to CNL Income EAGL Leasehold Golf LLC, a Delaware limited liability company, and the Assignee, CF Forest Park Arcis LLC, a Delaware limited liability company, providing for the consent by the City to the assignment by CLP Leasehold Golf LLC, successor by name change to CNL Income EAGL Leasehold Golf LLC, to CF Forest Park Arcis LLC of the 2000 Lease, and further providing for the assumption and

acceptance by the Assignee of all of the obligations of Lessee under the 2000 Lease and the 2007 Agreement and Assignment, but only to the extent first accruing from and after the effective date of such assignment, substantially in the form attached hereto as Exhibit A (the "Consent Agreement 2014");

- ii) Assignment of Lease by and between the current Lessee and the Assignee, substantially in the form attached here to in Exhibit B.

SECTION TWO. Subject to any necessary approvals or consents, or revisions as approved by the Comptroller and the City Counselor of the Consent Agreement of 2014 and the Assignment, related to the Forest Park Leasehold Revenue Refunding Bonds (City of St. Louis, Missouri, Lessee) Series 2004 issued by the St. Louis Municipal Finance Corporation, the Director of Parks, Recreation and Forestry and the Comptroller are hereby authorized to execute and deliver, on behalf of the City, the Consent Agreement 2014 substantially in the form attached hereto as Exhibit A and such other documents as may be approved by the City Counselor and which are not inconsistent herewith and which are incidental to and related to the transactions contemplated by the Assignment, including an Estoppel Certificate.

SECTION THREE. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

SECTION FOUR. Emergency Clause. This being an Ordinance necessary for the immediate 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.

EXHIBIT A
2014 AGREEMENT FOR CONSENT TO ASSIGNMENT OF LEASE AND ASSUMPTION OF OBLIGATIONS
2014 ESTOPPEL CERTIFICATE
(Is on file in the Register's Office.)

Approved: November 21, 2014

ORDINANCE #69878
Board Bill No. 140

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller to enter into a lease agreement between the City of St. Louis and ACL Transportation Services LLC for certain land and mooring privileges on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five-year (5-year) mutual options, in substantially the form as Exhibit 1 and Appendix A attached hereto and incorporated by reference herein as Exhibit 1 and Appendix A.

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 enter into a lease agreement with ACL Transportation Services LLC for certain land and mooring privileges on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five-year (5-year) mutual options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1 and Appendix A.

Exhibit I – Lease Agreement;

Appendix A-Standard Provisions

LEASE AGREEMENT

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

WITNESSETH:

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

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

Starting at the point of intersection with the south line of Rutger Street, eighty feet (80') wide, and the west line of the Wharf as established by Ordinance 5403 approved August 6, 1864; thence southwardly along said west line of the Wharf a distance of One Hundred Twelve and Sixty-Six Hundredths Feet (112.66'); thence eastwardly along a line perpendicular to said west line the Wharf a distance of One Hundred Sixty-Eight and Seventeen Hundredths Feet (168.17') said point being the point of beginning.

Starting at the point of beginning, thence south Sixty-Nine degrees Sixteen minutes Fifty-Four seconds east a distance of Twenty feet (20'); thence along a line south Twenty degrees Fifty minutes Fifty-Four seconds west a distance of One Hundred Seventeen and Seventy Hundredths Feet (117.70'); thence along a line south Seventy One degrees Twelve minutes Fourteen seconds east a distance of Thirty and Two Hundredths Feet (30.02'); thence along a line south Nineteen degrees Thirty-Two minutes Ten seconds west a distance of approximately Four and Seventy-Four Hundredths Feet plus or minus (4.74+_) to a point on the eastern prolongation of the south line of Rutger Street, Eighty Feet (80') wide; thence eastwardly along said prolongation of the south line of Rutger Street to the point of intersection with the east line of the Wharf as established by Ordinance 21236, approved October 22, 1903; thence southwardly along the said east line of the Wharf a distance of approximately Eleven and Twenty Hundredths Feet (11.20') to an angle point, said angle point being Harbor point Twenty-Three (23); thence southwardly along a line One degree Thirty-One minutes Sixteen seconds to the right a distance of approximately Five Hundred Seventy-Six Feet plus or minus (576'+_); thence westwardly along a line perpendicular to the east line of the Wharf, a distance of approximately Two Hundred Eight Feet plus or minus (208'+_) this being the southern boundary of this lease; thence northwardly along a line perpendicular to the said south boundary line of this lease a distance of approximately Three Hundred Thirty-Two and Five Tenths Feet (332.5') to a point; thence northwestwardly along a line to the point of beginning. Said area containing approximately One Hundred Sixteen Thousand Two Hundred Thirty Square Feet (116,230').

Starting at the point of intersection of the eastern prolongation of the north line of vacated Lafayette Avenue with a line parallel to the Twenty-Five (25) feet east of the center line of the Flood Wall said point being the point of beginning.

Thence northwardly along said line parallel to the Flood Wall to its point of intersection with a line parallel to and Three Hundred Ninety-Seven Feet (397') south of the south line of Miller Street One Hundred feet (100') wide; thence eastwardly along said line parallel to Miller Street to its point of intersection with the top of the Bank of the Mississippi River a distance of approximately Forty-Five (45') feet; thence southward along the said top of Bank of the Mississippi River to its intersection with said eastern prolongation of the north line of vacated Lafayette Avenue; thence westward along said eastern prolongation of the north line of vacated Lafayette Avenue to the point of beginning. Said area containing approximately Forty-Five Thousand Four Hundred Fifty (45,450') square feet.

Also mooring privileges between the eastern prolongation of the south line of Rutger Street and a line Three Hundred Twenty-Eight Feet (328') north of the north line of Miller Street a distance of approximately Five Hundred Seventy-Six Feet (576') and between a line Three Hundred Ninety-Seven Feet (397') south of the south line of Miller Street and the eastern prolongation of vacated Lafayette Avenue, a distance of approximately One Thousand Ten Feet (1,010').

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

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

An annual rental of Fifty Six Thousand, Four Hundred Forty Nine Dollars and Thirty Five Cents (\$56,449.35) payable annually in advance.

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A" STANDARD PROVISIONS,

LEASES OF WHARF LAND AND MOORING RIGHTS”, which is attached hereto and made a part hereof.

4. The above described areas shall be used for a barge loading and/or unloading facility for the transfer of non-hazardous product(s), mooring, anchoring, fleeting, switching, shifting, maintaining, cleaning, repairing or any other services normally provided by a full service fleeting and harbor business on, along, in front of and in connection with the real property.

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

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

LESSEE:

ACL TRANSPORTATION SERVICES LLC

By: _____

Title: _____

ATTEST:

LESSOR:

THE CITY OF ST. LOUIS

Mayor

Comptroller

ATTEST:

City Register

APPROVED AS TO FORM, ONLY:

City Counselor

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

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

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

Notary Public

My Commission Expires:

(SEAL)

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

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

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

Notary Public

My Commission Expires:

(SEAL)

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

1. The base rate of \$0.0750 (current adjusted base rate \$0.17625) per square foot of land and \$7.50 (current adjusted base rate \$17.625) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2019, upon recommendation of the Port Commission and approval of the Board of Public Service. No such recommendation may be made by the Port Commission unless within 180 days before January 1 on which the adjusted rates are to become effective, the Port Commission shall conduct a public hearing with due notice to the public and to the users of City owned land and mooring rights. The maximum adjustment which can be recommended and approved shall be twenty-five percent (25%) of the base rates set out in the first sentence of this section. Each adjustment shall be added to the base rate plus any previous adjustments and the resultant rate shall be called the current adjusted base rate. If the recommended adjustment to the base rate by the Board of Public Service is in excess of fifteen percent (15%), the recommended raise of rate shall be approved by resolution of the Board of Aldermen. If the Board of Aldermen fails to act before the effective date of the rate increase, the rate then shall be automatically adjusted by fifteen percent (15%).

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

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

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

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

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

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

promulgated thereunder; and any similar or implementing state law, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder;

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

(5) The term "Improved Wharf" shall mean Improved Wharf as defined in Section 21.08.060 of the Revised Code of the City of St. Louis;

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

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

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

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

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

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

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

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

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

5. Lessee agrees to hold Lessor harmless from and to defend the Lessor from any and all claims for injuries or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. In the event that any portion of the Leased Premises or mooring area shall be needed for any municipal purpose as set forth in Section Nine (9) above, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises or mooring area as shall be needed for such purpose, which portion may include all of such Leased Premises or mooring

area. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth in Section Eleven (11) below. Written notice when required shall be deemed to be sufficient and delivered when sent by Certified U.S. Mail to Lessee's last known address.

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

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

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

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

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

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

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

16. The Lessee agrees not to erect any barrier, fence or supporting structures or store any materials on the Floodwall

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

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

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

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

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

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES.

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

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

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

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

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

when maintenance is taking place.

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

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

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

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

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

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

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

28. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by

Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the City free of any and all Hazardous Material, Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product(s) or waste(s) stored in underground and aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

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

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

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

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

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

In the event that either (a) Lessee's business fails to operate for any reason for any period in excess of ninety (90) days and Lessee fails to use due diligence to resume its operations, or (b) Lessee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Lessee's due diligence, Lessor may terminate this Lease at the end of either

such period. In the event that Lessee or any corporate entity or individual holding a majority of control over Lessee declares bankruptcy, Lessor may terminate this Lease unless such termination is expressly prohibited by a court of law.

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

Approved: November 21, 2014

**ORDINANCE 69879
Board Bill No. 142
Committee Substitute**

An ordinance pertaining to the establishment of an Poet Laureate position for the City of St. Louis, creating a Poet Laureate Task Force and an effective date.

WHEREAS, poetry is a powerful form of literature that honors self-expression and promotes understanding within communities; and

WHEREAS, poetry has long been used to elicit a range of emotions and sentiments about place and time, culture and society; and

WHEREAS, the City of St. Louis has an interest in supporting the vibrant and growing community of poets and expanding opportunities for young writers throughout the region.

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

SECTION ONE. The Poet Laureate shall be nominated to a two (2) year term and serve with the objective of:

- a) celebrating the written and spoken poetic voices of residents;
- b) increasing access to poetry throughout all parts of the community;
- c) encouraging both the reading and writing of literature;
- d) commemorating the City of St. Louis through works that speak to, for and of our region; and
- e) officiating special events upon request throughout the term.

SECTION TWO. There shall be six (6) member Poet Laureate Task Force to administer the selection of a qualified candidate. This Task Force shall:

- a) create an open nomination process;
- b) establish selection criteria for the evaluation of candidates; and after considerable review,
- c) recommend a candidate for Board of Aldermen approval.

SECTION THREE. The Poet Laureate Task Force shall be selected as follows:

- a) **Membership:** The Poet Laureate Task Force shall be comprised of a representative of the Mayor, a regional arts organization, a local institute of higher education, a resident with interest in poetry, a member of the regional business community and a representative of the President of the Board of Aldermen who shall serve as chair. Members shall be appointed by the chair with the advice of the Mayor and Board of Aldermen.
- b) **Term of Office:** Each member of the Poet Laureate Task Force shall serve a three (3) year term (except as provided herein with respect to the initial members), with terms expiring as of June 31st of the designated year

or when their successors are appointed as provided herein, whichever is later.

- c) Initial Members and Terms: The initial members shall be appointed for the terms set forth as follows: the chair shall be appointed for a term expiring June 31, 2017; two (2) members shall be appointed for a term expiring June 31, 2015; and two (3) members shall be appointed for a term expiring June 31, 2016.
- d) Removal: The Mayor or President of the Board of Aldermen, with approval of the Board of Aldermen, may remove any member of the Poet Laureate Task Force for misconduct or neglect of duty.
- e) Mid-term Vacancies: Vacancies of the Poet Laureate Task Force or the Poet Laureate, occasioned by removal, resignation, expiration of term, or otherwise, shall be reported to the Mayor and the President of the Board of Aldermen by the Poet Laureate Task Force. The vacancy shall be filled at the recommendation of the chair no later than thirty (30) days after the date of said report. Appointments to fill vacancies shall be for the unexpired portion of a term only.
- f) Compensation: The members of the Poet Laureate Task Force shall serve without compensation of any kind.

SECTION FOUR. Effective Date. The Poet Laureate term shall commence on January 1, 2015.

Approved: November 21, 2014

ORDINANCE #69880
Board Bill No. 149

An ordinance recommended by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis ("City") to enter into and execute on behalf of the City a Dual Customs Agreement (AL-353) ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis International Airport ("Airport"), which is located in St. Louis County, Missouri, and Brownsville International Air Cargo, Inc., doing business as Bi-National Air Cargo Terminals, a Texas corporation ("BIAC"), memorializing the City's and BIAC's mutual understandings and commitments to each other for cooperation to obtain approval for, establish, and develop a "Dual Customs" (as defined in the Agreement) cargo facility at the Airport and to allow and require BIAC to provide for, develop, and operate certain aspects of a Dual Customs facility, and to offer certain aeronautical and non-aeronautical services and facilities to air cargo operators at the Airport, subject to and in accordance with the provisions of the Agreement; authorizing and directing the Mayor and the Comptroller of the City to enter into and execute on behalf of the City the Restated and Amended First Right of Refusal – Cargo City Agreement (AL-352), between the City and BIAC, substantially in the form as set out in **EXHIBIT A** to the Agreement", granting to BIAC a first right of refusal to lease certain premises at the Airport commonly known as "Cargo Building No. 3", as more fully described in the Agreement and EXHIBIT A thereto, subject to and in accordance with the provisions of the Restated and Amended First Right of Refusal - Cargo City Agreement (AL-352); authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis, the First Right of Refusal – Northern Tract Agreement (East Site) (AL-317), between the City and BIAC, substantially in the form as set out in **EXHIBIT B** to the Agreement, granting to BIAC a first right of refusal to lease certain premises at the Airport commonly known as the "Northern Tract – East Site", as more fully described in the Agreement and EXHIBIT B thereto, subject to and in accordance with the provisions of the First Right of Refusal – Northern Tract Agreement (East Side) (AL-317); authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City, with the advice of the Director of Airports, to enter into and execute on behalf of the City and in the City's best interest any attendant or related documents, agreements, permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City's interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, permits, and instruments approved and/or authorized by this Ordinance; and containing a severability clause.

WHEREAS, The City of St. Louis ("City") is the owner and operator of Lambert-St. Louis International Airport; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Dual Customs Agreement (AL-353) ("Agreement"), between the City and Brownsville International Air Cargo, Inc., doing business as Bi-National Air Cargo Terminals, a Texas corporation ("BIAC"), are acceptable and that the execution, delivery and performance by the City and BIAC of their respective obligations under the Agreement are in the best interests of the City, its residents, the Airport, and the traveling public.

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

SECTION ONE. The Board of Aldermen hereby adopts the foregoing recitals, which are incorporated herein by this reference, as findings.

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis a Dual Customs Agreement (AL-353) ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County, Missouri, and Brownsville International Air Cargo, Inc., doing business as Bi-National Air Cargo Terminals, a Texas corporation ("BIAC"), memorializing the City's and BIAC's mutual understandings and commitments to each other for cooperation to obtain approval for, establish, and develop a "Dual Customs" (as defined in the Agreement) cargo facility at the Airport and to allow and require BIAC to provide for, develop, and operate certain aspects of a Dual Customs facility, and to offer certain aeronautical and non-aeronautical services and facilities to air cargo operators at the Airport, subject to and in accordance with the provisions of the Agreement.

SECTION THREE. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City the Restated and Amended First Right of Refusal – Cargo City Agreement (AL-352), between the City and BIAC, substantially in the form as set out in **EXHIBIT A** to the Agreement", granting to BIAC a first right of refusal to lease certain premises at the Airport commonly known as "Cargo Building No. 3", as more fully described in the Agreement and **EXHIBIT A** thereto, subject to and in accordance with the provisions of the Restated and Amended First Right of Refusal - Cargo City Agreement (AL-352);

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City the First Right of Refusal – Northern Tract Agreement (East Site) (AL-317), between the City and BIAC, substantially in the form as set out in **EXHIBIT B** to the Agreement, granting to BIAC a first right of refusal to lease certain premises at the Airport commonly known as the "Northern Tract – East Site", as more fully described in the Agreement and **EXHIBIT B** thereto, subject to and in accordance with the provisions of the First Right of Refusal – Northern Tract Agreement (East Site) (AL-317).

SECTION FIVE. The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of the City and in the City's best interest any attendant or related documents, agreements, permits, amendments, affidavits, releases, certifications, or instruments deemed necessary to effectuate the terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City's interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions or agreements contemplated herein.

SECTION SIX. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, permits and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, permits, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, permits, and instruments approved and/or authorized by this Ordinance.

SECTION SEVEN. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections 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.

**ATTACHMENT 1
DUAL CUSTOMS AGREEMENT AL-353
BETWEEN
THE CITY OF ST. LOUIS
AND
BROWNSVILLE INTERNATIONAL AIR CARGO, INC.
(Is on file in the Register's Office.)**

Approved: November 21, 2014

ORDINANCE #69881
Board Bill No. 160

An Ordinance, recommended by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing a public works and improvement project for the Downtown Traffic Signal and Intersection Improvements - Broadway, 7th. St., Chestnut St., and Market St. involving new traffic signal equipment, vehicle detection, and pedestrian upgrades around Kiener Plaza (the "Downtown Traffic Signal and Intersection Improvement Project"); authorizing and directing the City of St. Louis (the "City"), by and through its Board of Public Service, to let contracts and provide for the design, construction, materials, and equipment for the Downtown Traffic Signal and Intersection Improvement Project; authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, condemnation, or otherwise), as necessary for completion of the Downtown Traffic Signal and Intersection Improvement Project, and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District, and other governmental agencies as necessary for completion of the Downtown Traffic Signal and Intersection Improvement Project, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. § 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wage requirements, including prevailing wage holiday and overtime pay, and compliance with all applicable statutes of the State of Missouri including Sections 290.210 through 290.340 of the Revised Statutes of Missouri, 2000, as amended, the City Charter, City ordinances including the "Complete Streets Policy," (City Ordinance 68663), when applicable, and the Revised Code of the City, as amended; requiring that all contractors shall comply with the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, 2000, as amended, by requiring enrollment and participation in a federal work authorization program and agreeing not to knowingly employ unauthorized aliens; requiring that all contractors shall comply with the provisions of Section 292.675 of the Revised Statutes of Missouri, 2000, as amended, by providing a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees; requiring that all contractors shall comply with the provisions of Section 34.057 of the Revised Statutes of Missouri, 2000, as amended, (Prompt Payment/Retainage), as applicable; requiring the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri, 2000, as amended; requiring compliance with Section 34.353 of the Revised Statutes of Missouri, 2000, as amended (Domestic Product Procurement Act - Buy American); requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance shall provide for: compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 of the Revised Statutes of Missouri, 2000, as amended; appropriating the total estimated cost of the Downtown Traffic Signal and Intersection Improvement Project of One Million, Five Hundred Thousand Dollars (\$1,500,000.00) from various sources including the Federal Highway Administration Moving Ahead for Progress in the 21st Century Act (MAP-21), and the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District, a political subdivision duly established under the laws of the State of Missouri (hereinafter called "GRG"); authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this Ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. § 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

SECTION ONE. There is hereby authorized a public works and improvement project for the Downtown Traffic Signal and Intersection Improvements - Broadway, 7th. St., Chestnut St., and Market St. involving new traffic signal equipment, vehicle detection, and pedestrian upgrades around Kiener Plaza (the "Downtown Traffic Signal and Intersection Improvement Project").

SECTION TWO. The City of St. Louis (the "City"), by and through its Board of Public Service (the "Board of Public Service"), is hereby authorized and directed to let contracts and provide for the design, construction, materials, and equipment for the Downtown Traffic Signal and Intersection Improvement Project, to employ labor and consultants, pay salaries, fees and wages, to acquire any and all said real and personal property rights or interests, in whole or in part, including easements (by lease, purchase, condemnation, or otherwise) for the completion of the Downtown Traffic Signal and Intersection Improvement Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23

U.S.C. § 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

SECTION THREE. The work provided for herein shall be carried out in accordance with detailed plans and specifications to be adopted and approved by the Board of Public Service before bids are advertised therefor.

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City shall be paid, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 of the Revised Statutes of Missouri, 2000, as amended) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Downtown Traffic Signal and Intersection Improvement Project. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri, the City Charter, City ordinances including the "Complete Streets Policy, " (City Ordinance 68663), and Revised Code of the City, as amended, including any applicable City codes, rules and regulations. All contracts let in connection with the construction provided for herein shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri, 2000, as amended, require contractor provide a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions of Section 292.675 of the Revised Statutes of Missouri, 2000, as amended, as applicable, require the contractor(s) to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri, 2000, as amended (Prompt Payment/Retainage), require the furnishing of a bond by every contractor on this public works project pursuant to the provisions of Section 107.170 of the Revised Statutes of Missouri, 2000, as amended, and require contractor(s) to comply with Section 34.353 of the Revised Statutes of Missouri, 2000, as amended (Domestic Product Procurement Act - Buy American).

SECTION FIVE. All specifications approved by the Board of Public Service and contracts let under the authority of this Ordinance shall provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when otherwise superseded or prohibited by federal or state law or regulation.

SECTION SIX. All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 of the Revised Statutes of Missouri, 2000, as amended.

SECTION SEVEN. The total estimated cost of the Downtown Traffic Signal and Intersection Improvement Project is One Million, Five Hundred Thousand Dollars (\$1,500,000.00) of which the federal share is One Million, Two Hundred Thousand Dollars (\$1,200,000.00) from the Federal Highway Administration Moving Ahead for Progress in the 21st Century Act (MAP-21) to be appropriated from the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931, and the remaining local match share is Three Hundred Thousand Dollars (\$300,000.00) to be obtained from the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway District, a political subdivision duly established under the laws of the State of Missouri (hereinafter called "GRG"). Said improvements shall be contracted and executed in parts as funds are accrued in the Match Share Fund and are adequate to pay the City's share of the cost.

SECTION EIGHT. The Comptroller of the City is hereby authorized and directed to draw warrants from time to time and disburse funds appropriated by this Ordinance and is further authorized and directed to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. § 110, et seq.), upon the signature and certification of vouchers by the President of the Board of Public Service. Reimbursement funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund, established by Ordinance 56931.

SECTION NINE. The Board of Public Service is hereby authorized to accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Downtown Traffic Signal and Intersection Improvement Project Account.

SECTION TEN. This being an Ordinance providing for public work and improvement, it is hereby declared to be an emergency measure as defined in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its passage and approval by the Mayor of the City.

Approved: November 26, 2014

ORDINANCE #69882
Board Bill No. 167

An ordinance pertaining to parking within “4500 Gibson Avenue Residential Park District”; authorizing the Traffic Administrator to designate the location and restrictions for curb parking of residential parking zones within the “4500 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. “4500 Gibson Avenue Residential Park District is the area along the 4500 block of Gibson, bounded on the east by Taylor Avenue and on the west side by Kingshighway Boulevard.

B. “Parking Permit” is a valid resident or visitor parking permit issued for the “4500 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 “4500 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 curb parking of residential parking zones within the “4500 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 “4500 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 “4500 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 “4500 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: November 26, 2014

**ORDINANCE #69883
Board Bill No. 125**

An ordinance pertaining to banner permits; amending Sections 10 of Ordinance 68604, codified in Section 20.28.150 of the Revised Code of the City of St. Louis, and enacting in lieu thereof a new section pertaining to the same subject matter.

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

SECTION ONE. Section 10 of Ordinance 68604, codified in Section 20.28.150 of the Revised Code of the City of St. Louis is hereby amended as follows:

20.28.150 Banner permit.

No person shall erect, or cause to be erected and no person shall maintain or cause to be maintained a banner mounted on City light standards without an encroachment permit from the Board of Public Service and a banner permit from the Street Department. The fee for the banner permit shall be one hundred dollars (\$100.00) per pole and the permit shall be valid for up to one year from the date of issuance. A portion of the banner permit fee, fifty dollars (\$50.00) per light pole, will be refundable upon maintaining and removal of the banner(s) at the end of the year. **The fee for neighborhood organizations that are qualified 501c(3) tax exempt groups shall be ten dollars (\$10.00) per pole and the permit shall be valid for up to one year from the date of issuance.**

Approved: December 4, 2014

**ORDINANCE #69884
Board Bill No. 169**

An ordinance recommended by the Board of Public Service to vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in two irregular portions of Shaw between Kingshighway by Vandeventer abutting City Block 4095 and the northern 63.15 foot wide north/south alley in City Block 4095 as bounded by Shaw, Vandeventer and Kingshighway 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 tract of land being part of Shaw Boulevard in the City of St. Louis, Missouri and being more particularly described as:

Commencing at the Southwest corner of property conveyed to J. Parker Enterprises, LTD by deed recorded on Book M83, Page 2139 of the St. Louis City Records, being on the east line of S. Kingshighway Blvd., 100 feet wide; thence North 08 degrees 57 minutes 01 second East 6.85 feet along the East line of S. Kingshighway to a point; thence North 11 degrees 48 minutes 46 seconds East 41.98 feet along the East line of S. Kingshighway Blvd. to a point of curvature thence on a curve to the right and having a radius of 22.00 feet and an arc distance of 18.24 feet to a point; thence on a curve to the right and having a radius of

199.00 feet and an arch distance of 13.28 feet to a point, to the actual point of beginning; thence North 83 degrees 19 minutes 23 seconds West 11.16 feet to a point; thence North 06 degrees 40 minutes 37 seconds East 25.00 feet to a point; thence South 83 degrees 19 minutes 23 seconds East 14.00 feet to a point; thence North 06 degrees 40 minutes 37 seconds East 19.00 feet to a point; thence South 83 degrees 19 minutes 23 seconds East 60.00 feet to a point; thence South 06 degrees 40 minutes 37 seconds West 17.97 feet to a point; thence North 82 degrees 26 minutes 49 seconds West 6.86 feet to a point of curvature, thence on a curve to the left and having a radius of 199.00 feet and an arc distance of 61.84 feet to the point of beginning and containing 1,996 square feet.

A tract of land being part of Shaw Boulevard, 60 feet wide, in the City of St. Louis, Missouri and being more particularly described as:

Beginning at a point on the South line of said Shaw Boulevard being distant South 83 degrees 19 minutes 23 seconds East 18.10 feet from the East line of a north-south alley, 15 feet wide in Block 4095 of the City of St. Louis; thence leaving said South line of Shaw Boulevard South 88 degrees 29 minutes 01 second East 45.33 feet to a point; thence along a curve to the left whose radius point bears North 00 degrees 48 minutes 53 seconds East 692.00 feet from the last mentioned point, and arc distance of 42.41 feet to a point; thence South 02 degrees 34 minutes 21 seconds East 9.93 feet to said South line of Shaw Boulevard; thence North 83 degrees 19 minutes 23 seconds West 88.75 feet along said South line of Shaw Boulevard to the point of beginning and containing 380 square feet

A tract of land being part of a north-south alley, 15 feet wide, in Block 4095 of the City of St. Louis, Missouri, and being more particularly described as:

Beginning at the intersection of the South line of said Shaw Boulevard with the East line of said north-south alley being also the Northwest corner of Lot 2 of "Banner's Subdivision" as recorded in Plat Book 69, Page 14 of the St. Louis City Records; thence South 06 degrees 42 minutes 01 second West 63.15 feet along said East line of the north-south alley and the West line of said Lot 2 to a point; thence North 83 degrees 17 minutes 59 seconds West 15.00 feet to the West line of said north-south alley; thence North 06 degrees 42 minutes 01 second East 63.15 feet along said West line of the north-south alley to the aforesaid South line of Shaw Boulevard; thence South 83 degrees 19 minutes 33 seconds East 15.00 feet to the point of beginning and containing 947 square feet.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: J. Parker Enterprises, LTD will be using the proposed vacated areas to consolidate property.

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

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated alley and streets 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 one year (365 days) 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: December 4, 2014

**ORDINANCE #69885
Board Bill No. 170**

An ordinance recommended by the Board of Public Service to vacate above surface, surface and sub-service rights for vehicle, equestrian and pedestrian travel in 1) Hebert from Clara to Blackstone, 2) Blackstone from Hebert to Ashland, 3) Ashland beginning approximately 133 feet west of Clara and continuing to Blackstone, 4) the 15 foot wide east/west alley in CB 6132 as bounded by Hebert, Clara, Ashland and Blackstone, 5) the 15 foot wide "U" shaped alley in CB 4360 as bounded by Natural Bridge, Clara, Hebert/Blackstone and the Terminal Railroad, and 6) the 15 foot wide "U" shaped alley in CB 5239 as bounded by Ashland/Blackstone, Clara, Greer and Terminal Railroad 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 tract of land being part of Mars Place Addition, a Subdivision according to the plat thereof, recorded in Plat Book 22 Page 47, and part of the Resubdivision of Mars Place Addition Lots 27-31 a Subdivision according to the plat thereof, recorded in Survey Record Book 10 Page 1, part of the boundary adjustment of Northern Missionary Baptist Church a Subdivision according to the plat thereof, recorded in Plat Book 12212004 Page 394, and part of consolidated Lots A & B of the Northern Missionary Baptist Church Boundary Adjustment Plat according to the plat thereof, recorded in Plat Book 10272010 Pages 153 & 154 of the St. Louis City Records in City Blocks 4360, 5239 and 6132, City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the intersection of the North line of Hebert Street (50 feet wide), and the West line of Clara Ave (60 feet wide), also being the Southeast corner of Lot 1 in Block 3 of said Mars Place Addition; thence along the West line of Clara Ave (60 feet wide), South 29 degrees 12 minutes 52 seconds West a distance of 50.00 feet to a point being the Northeast

corner of Parcel 2 of Boundary Adjustment of Northern Missionary Baptist Church; thence along the South line of Hebert Street (50 feet wide), North 60 degrees 47 minutes 08 seconds West a distance of 240.00 feet to a point; thence along a curve to the right with an arc length of 210.67 feet and a radius of 784.40 feet to a point; thence North 43 degrees 23 minutes 48 seconds West a distance of 283.98 feet to a point; thence along a curve to the left with an arc length of 59.70 feet and a radius of 60 feet to a point being the intersection of the East line of Blackstone Ave (50 feet wide) and the South line of Hebert Street (50 feet wide); thence along the East line of Blackstone Ave (50 feet wide) along a curve to the left with an arc length of 51.49 feet and a radius of 60 feet to a point; thence South 29 degrees 03 minutes 34 seconds West a distance of 274.49 feet to a point; thence along a curve to the left with an arc length of 43.24 feet and a radius of 60 feet to a point being the intersection of the North line of Ashland Avenue (50 feet wide) and the East line of Blackstone Avenue (50 feet wide); thence along the North line of Ashland Avenue (50 feet wide) along a curve to the left with an arc length of 50.56 feet and a radius of 60 feet to a point; thence South 60 degrees 56 minutes 48 seconds East a distance of 601.95 feet to a point being the Southeast corner of Parcel 3 of Boundary Adjustment of Northern Missionary Baptist Church' thence South 29 degrees 03 minutes 12 seconds West a distance of 50.00 feet to a point on the South line of Ashland Avenue (50 feet wide); thence along the South line of Ashland Avenue (50 feet wide) North 60 degrees 56 minutes 48 seconds West a distance of 601.95 feet to a point; thence along a curve to the right with an arc length of 93.19 feet and a radius of 110 feet to a point being the intersection of the West line of Blackstone Ave (50 feet wide) and the South line of Ashland Avenue (50 feet wide); thence along the West line of Blackstone Avenue (50 feet wide) along a curve to the right with an arc length of 79.61 feet and a radius of 110.00 feet to a point; thence North 29 degrees 03 minutes 34 seconds East a distance of 274.49 feet to a point; thence along a curve to the right with an arc length of 94.40 feet and a radius of 110.00 feet to a point being the intersection of the North line of Hebert Street (50 feet wide) and the West line of Blackstone Avenue (50 feet wide); thence along the North line of Hebert Street (50 feet wide) along a curve to the right with an arc length of 108.23 feet and a radius of 110.00 feet to a point; thence South 43 degrees 23 minutes 48 seconds East a distance of 283.98 feet to a point; thence along a curve to the left with an arc length of 197.24 feet and a radius of 734.40 feet to a point; thence South 60 degrees 47 minutes 08 seconds East a distance of 240.00 feet to the point of beginning, containing 94723.71 square feet more or less.

A tract of land being part of Block 3 of Mars Place Addition a Subdivision according to the plat thereof, recorded in Plat Book 22 Page 47 and part of consolidated Lot B of the Northern Missionary Baptist Church Boundary Adjustment Plat according to the plat thereof, recorded in Plat Book 10272010 Pages 153 & 154 of St. Louis City Records in City Block 4360, City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the intersection of the West line of Clara Ave.(60 feet wide), and the North line of Hebert Street (50 feet wide), also being the Southeast corner of Lot 1 in Block 3 of said Mars Place Addition; thence along the North line of Hebert Street (50 feet wide), North 60 degrees 47 minutes 08 seconds West a distance of 120.00 feet to the Southwest Corner of Lot 1 said point being the Point of Beginning; thence along the North line of Hebert Street (50 feet wide), North 60 degrees 47 minutes 08 seconds West a distance of 15.00 feet to a point being the Southeast corner of said consolidated Lot B; thence North 29 degrees 12 minutes 52 seconds East a distance of 73.44 feet to a point being the Northeast corner of said consolidated Lot B; thence North 45 degrees 23 minutes 48 seconds West a distance of 758.59 feet to a point; thence South 66 degrees 46 minutes 32 seconds West a distance of 175.27 feet to a point being the Northwest corner of Lot 22 in Block 3 of Mars Place Addition; thence South 29 degrees 03 minutes 34 seconds West a distance of 221.65 feet to a point; thence South 15 degrees 56 minutes 26 seconds East a distance of 7.07 to a point; thence North 60 degrees 56 minutes 26 seconds West a distance of 20.00 feet to a point on the West line of Mars Place Addition; thence North 29 degrees 03 minutes 34 seconds East a distance of 231.78 feet to a point being the Northwest corner of said Mars Place Addition; thence North 66 degrees 46 minutes 32 seconds East a distance of 190.48 feet to a point being the North corner of said Mars Place Addition; thence South 45 degrees 23 minutes 48 seconds East 764.55 feet to a point; thence South 60 degrees 47 minutes 08 seconds East a distance of 15.00 feet to a point being the Northwest corner of Lot 2 in Block 3 of Mars

Place Addition; thence South 29 degrees 12 minutes 52 seconds West a distance of 89.00 feet to the Point of Beginning, containing 18952.42 square feet more or less.

A tract of land being part of Block 2 in Mars Place Addition a subdivision according to the plat thereof, recorded in Plat Book 22 Page 47, the Resubdivision of Mars Place Addition Lots 27 through 31 recorded in Survey Record Book 10 Page 1, and boundary adjustment of Northern Missionary Baptist Church a subdivision according to the Plat thereof, recorded in Plat Book 12212004 Page 394 of St. Louis City Records in City Block 6132, City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at the Southwest corner of Lot A of the Resubdivision of Mars Place Addition Lots 27-31 according to Survey Record Book 10, Page 1; thence along the North line of an east-west alley in CB 6132 South 52 degrees 30 minutes 16 seconds East a distance of 664.51 feet to a point; thence North 78 degrees 21 minutes 18 seconds East a distance of 6.54 feet to a point on the West line of a north-south alley in CB 6132; thence South 29 degrees 12 minutes 52 seconds West a distance of 25.16 feet to a point on the West line of the north-south alley in CB 6132; thence along the South line of the east-west alley in CB 6132 North 11 degrees 38 minutes 42 seconds West a distance of 7.56 feet to a point; thence North 52 degrees 30 minutes 16 seconds West a distance of 664.19 feet to a point being the Northwest corner of Lot 26 in Block 2 of Mars Place Addition; thence North 29 degrees 03 minutes 34 seconds East a distance of 15.16 feet to the Point of Beginning, containing 10067.64 square feet more or less.

A tract of land being part of Block 1 Mars Place Addition, according to the plat thereof, recorded in Plat Book 22 Page 47, and the Resubdivision of Goodfellow Place according to the plat thereof, recorded in Plat Book 04292011 Page 145, of St. Louis Records, in City Block 5239, City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the Northwest corner of said Mars Place Addition; thence along West line of Mars Place Addition North 29 degrees 03 minutes 34 seconds East a distance of 433.67 to a point; thence South 60 degrees 56 minutes 26 seconds East a distance of 20.00 feet to a point being the Southwest corner of Lot 26 in Block 3 of Mars Place Addition; thence South 60 degrees 56 minutes 26 seconds East a distance of 120.00 feet to a point being the Southeast corner of Lot 26 in Block 3 of Mars Place Addition; thence South 29 degrees 03 minutes 34 seconds West a distance of 15.00 feet to a point being the Northeast corner of Lot 28 in Block 1 of Mars Place Addition; thence along the North line of said Lot 28 North 60 degrees 56 minutes 26 seconds West a distance of 120.00 feet to a point; thence South 74 degrees 03 minutes 34 seconds West a distance of 7.07 feet to a point; thence South 29 degrees 03 minutes 34 seconds West a distance of 388.67 feet to a point; thence South 15 degrees 56 minutes 20 seconds East a distance of 14.14 feet to a point; thence South 60 degrees 56 minutes 48 seconds East a distance of 366.84 feet to a point; thence North 74 degrees 03 minutes 12 seconds East a distance of 14.14 feet to a point; thence along East line of Lot 15 in Block 1 of Mars Place Addition North 29 degrees 03 minutes 12 seconds East a distance of 110.00 feet to a point being the Northeast corner of Lot 15 in Block 1 of Mars Place Addition; thence South 60 degrees 56 minutes 48 seconds East a distance of 15.00 feet to a point being the Northwest corner of Lot 14 in Block 1 of Mars Place Addition; thence South 29 degrees 03 minutes 12 seconds West a distance of 135.00 feet to the point being the Southwest corner of Lot 14; thence North 60 degrees 56 minutes 48 seconds West a distance of 416.85 feet to the Point of Beginning, containing 16320.30 square feet more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioned by Metropolitan St. Louis Sewer District (MSD) and others. Properties to be consolidated for MSD surface detention facility.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alleys and streets, 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 alleys and streets 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 2 years 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: December 4, 2014

**ORDINANCE #69886
Board Bill No. 171**

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 a portion of the 15 foot wide east/west alley in City Block 3198 beginning at Vulcan and extending eastwardly 140.715' ± .05 to the 15 foot wide north/south alley in City Block 3198 as bounded by Davis, Reilly, Marceau and Vulcan 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 3198, in the City of St. Louis, Missouri, more particularly described

as follows:

Commencing at the Southern line of Vulcan Street 60 feet wide with the Eastern line of Marceau Street, 60 feet wide; thence North 42 degrees 20 minutes 18 seconds East 125.00 feet, along the Southern line of said Vulcan Street, to the Western line of a north/south alley, 15 feet wide, and to the Point of Beginning; thence North 42 degrees 20 minutes 18 seconds East 15.01 feet, along the southern line of said Vulcan Street, to the Eastern line of said north/south alley, to a point; thence South 49 degrees 17 minutes 00 seconds East 140.71 feet; along the Eastern line of said north/south alley, to the Northern line of a east/west alley, 15 feet wide, to a point; thence South 42 degrees 18 minutes 30 seconds West 15.01 feet along the Northern line of a east/west alley, produced to the Western line of said north/south alley, to a point; thence North 49 degrees 17 minutes 00 seconds West 140.72 feet, along the Western line of said north/south alley to the Southern line of said Vulcan Street, and to the Point of Beginning and containing 2,111 square feet as prepared by Pitzman's Company.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioned by PT Real Estate Holdings, LLC. Vacated area will be used to consolidate property for parking.

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

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

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

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

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

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

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

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as 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: December 4, 2014

