ORDINANCE #65187
Board Bill No. 279

An ordinance recommended by the Planning and Urban Design Commission on April 11, 2001, to change or reaffirm the zoning of property as indicated on the District Map to the "B" Two-Family Dwelling District, so as to include the described parcels of land in City Blocks 2653, 2682, 2699, 2698, 2652, 2651,2684, 2697 and 2727; and containing an emergency clause.

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

SECTION ONE: The zoning designation of certain real property located in City Blocks 2653 and 2682 is hereby changed to the "B" Two-Family Dwelling District, real property being more particularly described as follows:

BEGINNING at a point in City Block 2653, said point being the point of intersection of the eastern line of Virginia Avenue and the southern line of the ten (10) foot wide eastwardly/westwardly alley in City Block 2653; thence eastwardly, along said southern alley line to a point, said point being the point of intersection of said southern alley line with the western alley line of the northwardly/southwardly alley in City Blocks 2653 and 2683; thence southwardly, along said western alley line of the northwardly/southwardly alley in City Blocks 2653 and 2683, to a point, said point being the point of intersection of said western alley line of the northwardly/southwardly alley in City Blocks 2653 and 2683 with the northern line of Osceola Street in City Block 2682; thence westwardly, along said northern line of Osceola Street in City Block 2682, to a point, said point being the point of intersection of said northern line of Osceola Street in City Block 2682 with the eastern line of Virginia Avenue in City Blocks 2682 and 2653; thence northwardly, along said eastern line of Virginia Avenue in City Blocks 2682 and 2653, to a point, said point being the point of intersection of said eastern line of Virginia Avenue with the southern line of the ten (10) foot wide eastwardly/westwardly alley in City Block 2653, said point being the point of beginning, all being in City Blocks 2653 and 2682.

SECTION TWO: The zoning designation of certain real property located in City Block 2699 is hereby changed to the "B" Two-Family Dwelling District, real property being more particularly described as follows:

Parcel One:

BEGINNING at a point in City Block 2699, said point being the point of intersection of the eastern line of Virginia Avenue and the southern line of Osceola Street; thence eastwardly, along said southern line of Osceola Street for a distance of forty nine feet and seven inches (49' 7") +/-, to a point, said point being the point of intersection of said southern line of Osceola Street with the eastern property line of real property commonly known as 3234 Osceola Street; thence southwardly, along said eastern property line, to a point, said point being the point of intersection of said eastern property line of real property commonly known as 3234 Osceola Street with the northern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2699; thence westwardly, along said northern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2699, to a point, said point being the point of intersection of said northern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2699 with the eastern line of Virginia Avenue; thence northwardly, along said eastern line of Virginia Avenue, to a point, said point being the point of intersection of said eastern line of Virginia Avenue with the southern line of Osceola Street, said point being the point of beginning, all being in City Block 2699.

Parcel Two:

BEGINNING at a point in City Block 2699, said point being the point of intersection of the eastern line of Virginia Avenue and the northern line of North Dakota Street; thence eastwardly, along said northern line of North Dakota Street for a distance of one hundred-twenty and fifty one hundredths feet (121.50) +/-, to a point, said point being the point of intersection of said northern line of North Dakota Street with the eastern property line of real properties commonly known as 4424-26 Virginia Avenue, 4418 Virginia Avenue, and 4416 Virginia Avenue; thence northwardly, along said eastern property line of real properties commonly known as 4424-26 Virginia Avenue, 4418 Virginia Avenue, and 4416 Virginia Avenue, to a point, said point being the point of intersection of said eastern property line of real properties commonly known as 4424-26 Virginia Avenue, 4418 Virginia Avenue, and 4416 Virginia Avenue with the southern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2699; thence westwardly, along said southern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2699, to a point, said point being the point of intersection of said southern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2699 with the eastern line of Virginia Avenue; thence southwardly, along said eastern line of Virginia Avenue, to a point, said point being the point of intersection of said eastern line of Virginia Avenue with the northern line of North Dakota Street, said point being the point of beginning, all being in City Block 2699.

SECTION THREE: The zoning designation of certain real property located in City Block 2698 is hereby changed or reaffirmed to the "B" Two-Family Dwelling District, real property being more particularly described as follows:

BEGINNING at a point in City Block 2698, said point being the point of intersection of the eastern line of Virginia Avenue and the southern line of North Dakota Street; thence eastwardly, along said southern line of North Dakota Street, to a point, said point being the point of intersection of said southern line of North Dakota Street with the western alley line of the fifteen(15) foot wide northwardly/southwardly alley in City Block 2698; thence southwardly, along said western alley line of the fifteen (15) foot wide northwardly/southwardly alley in City Block 2698, to a point, said point being the point of intersection of said western alley line of the fifteen (15) foot wide northwardly/southwardly alley in City Block 2698 with the northern line of Dakota Street; thence westwardly, along said northern line of Dakota Street, to a point, said point being the point of intersection of said northern line of Dakota Street with the eastern line of Virginia Avenue; thence northwardly, along said eastern line of Virginia Avenue, to a point,

said point being the point of intersection of said eastern line of Virginia Avenue with the southern line of North Dakota Street, said point being the point of beginning, all being in City Block 2698.

SECTION FOUR: The zoning designation of certain real property located in City Blocks 2652, 2651 and 2684 is hereby changed to the "B" Two-Family Dwelling District, and certain real property in City Blocks 2652, 2661 and 2684 is hereby reaffirmed as having a zoning designation of "B" Two-Family Dwelling District, real property being more particularly described as follows:

BEGINNING at a point in City Block 2652, said point being the point of intersection of the western line of Virginia Avenue with the southern property line of real property commonly known as 4215-17 Virginia Avenue (said point also being fifty and zero one hundredths feet (50.00) +/-, south of the point of intersection of the western line of Virginia Avenue and the southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 2652); thence westwardly, along said southern property line of real property commonly known as 4215-17 Virginia Avenue, to a point, said point being the point of intersection of said southern property line of real property commonly known as 4215-17 Virginia Avenue with the eastern line of the fifteen (15) foot wide northwardly/southwardly alley in City Block 2652; thence northwardly, along said eastern line of the fifteen (15) foot wide northwardly/southwardly alley in City Block 2652, to a point, said point being the point of intersection of said eastern line of the fifteen (15) foot wide northwardly/southwardly alley in City Block 2652 with the southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 2652; thence westwardly, along said southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 2652, to a point, said point being the point of intersection of said southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 2652 with the eastern line of Louisiana Avenue in City Blocks 2652, 2651 and 2684; thence southwardly along said eastern line of Louisiana Avenue in City Blocks 2652, 2651 and 2684, to a point, said point being the point of intersection of said eastern line of Louisiana Avenue in City Blocks 2652, 2651 and 2684 with the northern line of Osceola Street in City Block 2684; thence eastwardly, along said northern line of Osceola Street in City Block 2684, to a point, said point being the point of intersection with the western line of Virginia Avenue in City Blocks 2684, 2651 and 2652; thence northwardly, along said western line of Virginia Avenue in City Blocks 2684, 2651 and 2652, to a point, said point being the point of intersection with the southern property line of real property commonly known as 4215-17 Virginia Avenue in City Block 2652 (said point also being fifty and zero one hundredths feet (50.00) +/-, south of the point of intersection of the western line of Virginia Avenue and the southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 2652), said point being the point of beginning.

SECTION FIVE: The zoning designation of certain real property located in City Blocks 2697 and 2727 is hereby changed to the "B" Two-Family Dwelling District, real property being more particularly described as follows:

BEGINNING at a point in City Block 2697, said point being the point of intersection of the western line of Virginia Avenue and the southern line of Osceola Street; thence westwardly, along said southern line of Osceola Street, to a point, said point being the point of intersection of said southern line of Osceola Street with the eastern line of Alaska Avenue; thence southwardly, along said eastern line of Alaska Avenue, to a point, said point being the point of intersection of said eastern line of Alaska Avenue with the northern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2697; thence eastwardly, along said northern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2697, to a point, said point being the point of intersection of said northern line of the sixteen (16) foot wide eastwardly/westwardly alley in City Block 2697 with the eastern line of the fifteen (15) foot wide northwardly/southwardly alley in City Blocks 2697 and 2727; thence southwardly, along said eastern line of the fifteen (15) foot wide northwardly/southwardly alley in City Blocks 2697 and 2727, to a point, said point being the point of intersection of said eastern line of the fifteen (15) foot wide northwardly/southwardly alley in City Blocks 2697 and 2727 with the northern line of Taft Avenue in City Block 2727; thence eastwardly, along said northern line of Taft Avenue in City Block 2727, to a point, said point being the point of intersection of said northern line of Taft Avenue with the western line of Idaho Avenue in City Block 2727; thence northwardly, along said western line of Idaho Avenue, to a point, said point being the point of intersection of said western line of Idaho Avenue with the western line of Virginia Avenue; thence northwardly, along said western line of Virginia Avenue, to a point, said point being the point of intersection of said western line of Virginia Avenue with the southern line of Osceola Street in City Block 2697, said point being the point of beginning.

SECTION FOUR: This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: April 26, 2001

ORDINANCE #65188
Board Bill No. 280

An ordinance recommended by the Planning and Urban Design Commission on April 11, 2001, to change the zoning of property as indicated on the District Map, to the "A" Single-Family Dwelling District, so as to include the described parcels of land in City Blocks 3913.01 and 3913.02; and to change the zoning of property as indicated on the District Map to the "B" Two-Family Dwelling District, so as to include the described parcels of land in City Block 3910.05; and containing an emergency clause.

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

SECTION ONE: The zoning designation of certain real property located in City Block 3913.02 is hereby changed to the "A" Single-Family Dwelling District, real property being more particularly described as follows:

BEGINNING at a point in City Block 3913.01, said point being the point of intersection of the western line of Whittier

Avenue and the northern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 3913.01; thence westwardly, along said north alley line to a point, said point being the point of intersection of said north alley line and the eastern line of North Boyle Avenue; thence northwardly, along said eastern line of North Boyle Avenue, to a point, said point being the point of intersection of said eastern line of North Boyle Avenue with the southern line of Maryland Avenue; thence eastwardly, along said southern line of Maryland Avenue, to a point, said point being the point of intersection of said southern line of Maryland Avenue with the western line of Whittier Avenue; thence southwardly, along said western line of Whittier Avenue, to a point, said point being the point of intersection of said western line of Whittier Avenue with the northern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 3913.01, said point being the point of beginning, all in City Block 3913.01.

SECTION TWO: The zoning designation of certain real property located in City Block 3913.02 is hereby changed to the "A" Single-Family Dwelling District, real property being more particularly described as follows:

BEGINNING at a point in City Block 3913.02, said point being the point of intersection of the western line of Whittier Avenue and the southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 3913.02; thence westwardly, along said south alley line to a point, said point being the intersection of said south alley line and the eastern property line of property commonly known as 4245 Maryland Avenue; thence southwardly along said eastern property line for a distance of seventy five (75) feet +/-, to a point; thence ninety (90) degrees westwardly for a distance of thirty (30) feet +/-, to a point, said point being on the western property line of property commonly known as 4245 Maryland Avenue; thence southwardly, along said western property line for a distance of twenty five (25) feet +/-, to a point, said point being the intersection of the western property line of property commonly known as 4245 Maryland Avenue and the northern property line of properties commonly known as 4249 Maryland Avenue, 4251 Maryland Avenue, 4253 Maryland Avenue, and 4257 Maryland Avenue; thence westwardly along said northern property line for a distance of ninety seven (97) feet +/-, to a point, said point being the intersection of said northern property line of property commonly known as 4257 Maryland and the eastern property line of property commonly known as 4259 Maryland Avenue; thence southwardly along said eastern property line for a distance of thirty seven and fifty one hundredths (37.50) feet +/-, to a point; thence ninety (90) degrees westwardly for a distance of twelve and fifty one hundredths (12.50) feet +/-, to a point; thence ninety (90) degrees southwardly for a distance of twenty five (25) feet +/-, to a point; thence ninety (90) degrees westwardly for a distance of forty three and fifty one hundredths (43.50) feet +/-, to a point, said point being the intersection of said ninety (90) degree westwardly line with the intersection of the eastern line of North Boyle Avenue; thence southwardly, along said eastern line of North Boyle Avenue, to a point, said point being the point of being the point of intersection with the northern line of Maryland Avenue; thence eastwardly, along said northern line of Maryland Avenue, to a point, said point being the point of intersection with the western line of Whittier Avenue; thence northwardly, along said western line of Whittier Avenue, to a point, said point being the point of intersection with the southern line of the fifteen (15) foot wide eastwardly/westwardly alley in City Block 3913.02, said point being the point of beginning, all in City Block 3913.02.

SECTION THREE: The zoning designation of certain real property located in City Block 3910.05 is hereby changed to the "B" Two-Family Dwelling District, January 12, 2001Page 2 of 3BB#280 Sponsor: Ald. Terry Kennedy being more particularly described as follows:

BEGINNING at a point in City Block 3910.05, said point being the point of intersection of the southern line of Olive Street with the western line of Whittier Avenue; thence southwardly along said western line of Whittier Avenue, to a point, said point being the point of intersection of said western line of Whittier Avenue with the northern line of the twenty (20) foot wide eastwardly/westwardly alley in City Block 3910.05; thence westwardly, along said northern line of the twenty (20) foot wide eastwardly/westwardly alley in City Block 3910.05, to a point, said point being the point of intersection of said northern line of the twenty (20) foot wide eastwardly/westwardly alley in City Block 3910.05 with the eastern line of North Boyle Avenue; thence northwardly, along said eastern line of North Boyle Avenue, to a point, said point being the point of intersection of said eastern line of North Boyle Avenue with the southern line of Olive Street; thence eastwardly, along said southern line of Olive Street, to a point, said point being the point of intersection of said southern line of Olive Street with the western line of Whittier Avenue, said point being the point of beginning, all in City Block 3910.05.

SECTION FOUR: This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: April 26, 2001

ORDINANCE #65189
Board Bill No. 282

An ordinance recommended by the Planning and Urban Design Commission on April 11, 2001, to change the zoning of property as indicated on the District Map, to the "F" Neighborhood Commercial District, so as to include the described parcels of land in City Block 4082; and containing an emergency clause.

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

SECTION ONE: The zoning designation of certain real property located in City Block 4082 is hereby changed to the "F" Neighborhood Commercial District, realproperty being more particularly described as follows:

BEGINNING at a point in City Block 4082, said point being the point of intersection of the northern line of Wilson Avenue with the western line of Hereford Street; thence northwardly along said western line of Hereford Street for a distance of sixty and

no one hundredths feet (60.00) +/-, to a point, said point being the point of intersection of said western line of Hereford Street with the northern property line of real property commonly known as 2027 Hereford Street; thence westwardly, along said northern property line of real property commonly known as 2027 Hereford Street, to a point, said point being the point of intersection of said northern property line of real property commonly known as 2027 Hereford Street with the eastern line of the ten (10) foot wide north/south alley in City Block 4082; thence southwardly, along said eastern line of the ten (10) foot wide north/south alley in City Block 4082, to a point, said point being the point of intersection of said eastern line of the ten (10) foot wide north/south alley in City Block 4082 with the northern line of Wilson Avenue; thence eastwardly, along said northern line of Wilson Avenue, to a point, said point being the point of intersection of said northern line of Wilson Avenue with the western line of Hereford Street, said point being the point of beginning, all in City Block 4082.

SECTION TWO: This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: April 26, 2001

ORDINANCE #65190
Board Bill No. 283

An ordinance recommended by the Planning and Urban Design Commission on April 11, 2001, to change the zoning of property as indicated on the District Map, to the "F" Neighborhood Commercial District, so as to include the described parcels of land in City Block 4170.03; and to change the zoning of property as indicated on the District Map to the "G" Local Commercial and Office District, so as to include the described parcels of land in City Block 4170.03; and containing an emergency clause.

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

SECTION ONE: The zoning designation of certain real property located in City Block 4170.03 is hereby changed to the "F" Neighborhood Commercial District, real property being more particularly described as follows:

BEGINNING at a point in City Block 4170.03, said point being the point of intersection of the northern line of Chippewa Street and the western line of the fifteen (15) foot wide north/south alley in City Block 4170.03; thence westwardly, along said northern line of Chippewa Street, to a point, said point being the point of intersection of said northern line of Chippewa Street with the western property line of real property commonly known as 4473 Chippewa Street; thence northwardly, along said western property line of real property commonly known as 4473 Chippewa Street, to a point, said point being the point of intersection of said western property line of real property commonly known as 4473 Chippewa Street with the south line of the fifteen (15) foot wide east/west alley in City Block 4170.03; thence eastwardly, along said south line of the fifteen (15) foot wide east/west alley in City Block 4170.03, to a point, said point being the point of intersection of said south line of the fifteen (15) foot wide east/west alley in City Block 4170.03 with the western line of the fifteen (15) foot wide north/south alley in City Block 4170.03; thence southwardly, along said western line of the fifteen (15) foot wide north/south alley in City Block 4170.03, to a point, said point being the point of intersection of said western line of the fifteen (15) foot wide north/south alley in City Block 4170.03 with the northern line of Chippewa Street, said point being the point of beginning, all in City Block 4170.03.

SECTION TWO: The zoning designation of certain real property located in City Block 4170.03 is hereby changed to the "G" Local Commercial and Office District, real property being more particularly described as follows:

BEGINNING at a point in City Block 4170.03, said point being the point of intersection of the northern line of Chippewa Street and the center line of the partially vacated Ridgewood Avenue; thence eastwardly, along said northern line of Chippewa Street, to a point, said point being the point of intersection of said northern line of Chippewa Street with the western property line of real property commonly known as 4473 Chippewa Street; thence northwardly, along said western property line of real property commonly known as 4473 Chippewa Street, to a point, said point being the point of intersection of said western property line of real property commonly known as 4473 Chippewa Street with the south line of the fifteen (15) foot wide east/west alley in City Block 4170.03; thence westwardly, along said south line of the fifteen (15) foot wide east/west alley in City Block 4170.03, to a point, said point being the point of intersection of said south line of the fifteen (15) foot wide east/west alley in City Block 4170.03 with the center line of the partially vacated Ridgewood Avenue; thence southwardly, along said center line of the partially vacated Ridgewood Avenue, to a point, said point being the point of intersection of said center line of the partially vacated Ridgewood Avenue in City Block 4170.03 with the northern line of Chippewa Street, said point being the point of beginning, all in City Block 4170.03.

SECTION FOUR: This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: April 26, 2001

ORDINANCE #65191
Board Bill No. 284
Committee Substitute

An ordinance recommended by the Planning and Urban Design Commission on April 11, 2001, to change, designate and reaffirm the zoning of property as indicated on the District Map, to the "F" Neighborhood Commercial District, so as to include the described parcels of land in City Block 5415; and containing an emergency clause.

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

SECTION ONE: The zoning designation of certain real property located in City Block 5415 is hereby changed to the "F" Neighborhood Commercial District, real property being more particularly described as follows:

BEGINNING at a point in City Block 5415, said point being the point of intersection of the eastern line of North Skinker Boulevard with the northern line of the ten (10) foot wide east/west alley in City Block 5415; thence eastwardly along said northern line of the ten (10) foot wide east/west alley in City block 5415 for a distance of one hundred fifty-three and seventy-five one hundredths feet (153.75) +/-, to a point, said point being the point of intersection of said northern line of the ten (10) foot wide east/west alley in City block 5415 with the eastern property line of real property commonly known as 6180-86 Pershing Avenue; thence northwardly, along said eastern property line of real property commonly known as 6180-86 Pershing Avenue, to a point, said point being the point of intersection of said eastern property line of real property commonly known as 6180-86 Pershing Avenue with the southern line of Pershing Avenue; thence westwardly, along said southern line of Pershing Avenue, to a point, said point being the point of intersection of said southern line of Pershing Avenue with the eastern line of North Skinker Boulevard; thence southwardly, along said eastern line of North Skinker Boulevard, to a point, said point being the point of intersection of said eastern line of North Skinker Boulevard with the northern line of the ten (10) foot wide east/west alley, said point being the point of beginning, all in City Block 5415.

SECTION TWO: This ordinance being necessary for the preservation of the health, safety and welfare, shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

Approved: April 26, 2001

ORDINANCE #65192
Board Bill No. 285

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 Three Million Dollars ($3,000,000) from the Airport Contingency Fund established under Ordinance 59286 approved October 26, 1984, to the "Annual Budget" established under authority of Ordinance No.64933 approved June 16, 2000 for the fiscal year beginning July 1, 2000 and ending June 30, 2001, 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. 64933 approved on June 16, 2000;

WHEREAS, the Charter of The City of St. Louis (the "City"), Article XVI, 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. 64933 approved June 16, 2000 in the total amount of Three Million Dollars ($3,000,000) 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 Three Million Dollars ($3,000,000) available for appropriation from the Airport Contingency Fund established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, #502 and #510; 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 Three Million Dollars ($3,000,000) from the Airport Contingency Fund established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, #502 and #510, to the "Annual Budget" established under authority of Ordinance No. 64933 approved June 16, 2000 for the fiscal year beginning July 1, 2000 and ending June 30, 2001, 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 therefor, 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 1214-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's Charter and shall become effective immediately upon passage and its approval by the Mayor of the City.

BOARD BILL NO. 285

EXHIBIT 1
FY 2001 SUPPLEMENTAL APPROPRIATION
AIRPORT ACCOUNT (FUND 1511)

SOURCES OF FUNDS:

Unappropriated Airport Contingency Fund $3,000,000

USES OF FUNDS:

Airport Contract Snow Removal - Airfield

420-5510 Rental/Lease of Equipment	$2,000,000

Airport De-Icer - Airfield

420-5230 Miscellaneous Supplies	$1,000,000
TOTAL ESTIMATED USES OF FUNDS	$3,000,000

Approved: April 26, 2001

ORDINANCE #65193
Board Bill No. 286

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a Second Supplemental Appropriation in the amount of Three Million Dollars ($3,000,000) from the Airport Passenger Facility Charge Fund Account, established under authority of Ordinance No. 62501, Section 6, Approved February 10, 1992, into the Pilot Noise Mitigation Program Ordinance 64192 approved November 17, 1997, for the payment of costs authorized therein; and containing an emergency clause.

WHEREAS, the Pilot Noise Mitigation Ordinance 64192 approved November 17, 1997, authorized a multi-year public work and improvement program (the "Program") at Lambert–St. Louis International Airport (the "Airport), providing for the acquisition of certain avigation easements for noise mitigation and consisting of a voluntary acoustical treatment program, a voluntary avigation easement purchasing program, and a voluntary sales transaction assistance program for residential property subject to certain noise exposures and located within certain geographical boundaries, as recommended and detailed in the approved Airport's Updated FAR PART 150 Noise Compatibility Study, at an estimated total cost of Seventy Eight Million Dollars ($78,000,000), authorized an initial appropriation of One Million Five Hundred Thousand Dollars ($1,500,000) from the Airport Passenger Facility Charge Fund Account, and contained an emergency clause;

WHEREAS, Ordinance No. 65013 approved August 2, 2000, authorized a First Supplemental Appropriation in the amount of One Million Dollars ($1,000,000) from the Airport Passenger Facility Charge Fund Account into the Pilot Noise Mitigation Ordinance 64192 in order to continue the Program and the payment of costs authorized therein, and contained an emergency clause; and

WHEREAS, it is now necessary to authorize a Second Supplemental Appropriation in the amount of Three Million Dollars ($3,000,000) from the Airport Passenger Facility Charge Fund Account into the Pilot Noise Mitigation Ordinance 64192 in order to continue the Program and the payment of costs authorized therein.

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

SECTION ONE. There is hereby authorized a Second Supplemental Appropriation in the amount of Three Million Dollars ($3,000,000) from the Airport Passenger Facility Charge Fund Account established under authority of Ordinance No. 62501, Section 6, Approved February 10, 1992, into the Pilot Noise Mitigation Program Ordinance 64192 approved November 17, 1997, for the payment of costs authorized therein.

SECTION TWO. This being an Ordinance providing for a public works and improvement program, 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 approval by the Mayor of the City of St. Louis.

Approved: April 26, 2001

ORDINANCE #65194
Board Bill No. 62
Committee Substitute

An ordinance pertaining to the real property records maintained by the Office of the Assessor; amending Section Two of Ordinance 60506 to require every Certificate of Value filed with the Office of the Assessor to contain the street address of the principal place of residence for every grantee; requiring every owner of real property within the City of St. Louis to file with the Office of the Assessor, on a form to be provided by the Assessor, such person's name and the street address of such person's residence; further requiring every partnership, corporation or other business entity which is liable for the payment of property tax within the City of St. Louis to file with the Office of the Assessor the name of at least one officer or shareholder of such partnership, corporation or other business entity and the street address of such person's principal place of residence; prohibiting the use of a post office box as a residential street address and containing exceptions, a penalty clause **and an effective clause**.

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

SECTION ONE: Amending section two of Ordinance 60506, to read as follows:

The Certificate of Value shall be executed by Grantees or their authorized representatives on forms approved and supplied without charge by the Assessor and shall contain the street address of the grantees' principal place of residence, sufficient information to determine the full sales price and all other considerations for the property. The Grantees may attach to the Certificate such additional information pertaining to the true value of the property as they desire. In the event that such grantee is a partnership, corporation or other business entity the Certificate of Value shall contain the street address of the grantees' principal place of business and the name of at least one officer or shareholder of such partnership, corporation or other business entity and the street address of such person's principal place of residence. For purposes of this section a post office box shall not be accepted as a residential or business street address.

SECTION TWO: On or before August 1 of the first year after the year in which the provisions of this ordinance become effective, and every two years thereafter, every owner of real property within the City of St. Louis shall file with the Office of the Assessor, on a form to be provided by and mailed by the Assessor, such person's name and the street address of such person's principal place of residence. The Assessor shall mail said forms to the address of record of said property owner on or before June 1.

SECTION THREE: In the event that such owner is a partnership, corporation or other business entity such entity shall file with the Office of the Assessor, on a form to be provided by the Assessor, the street address of the entities principal place of business and the name of at least one officer or shareholder of such partnership, corporation or other business entity and the street address of such person's principal place of residence.

SECTION FOUR: For purposes of this ordinance a post office box shall not be accepted as a residential street address.

SECTION FIVE: The provisions of Section Two shall not apply to any property which, according to the records maintained by the Assessor, is owned by a public utility, a railroad corporation as defined by Section 386.020 RSMo., an entity created by State statute or a political subdivision of the State of Missouri.

SECTION SIX: Any person, partnership, corporation or other business entity who fails to provide the information in the manner required by the provisions of this ordinance, or who shall knowingly provide false or fraudulent information, shall be in violation of this ordinance and shall be subject to a fine of not more than Five Hundred Dollars ($500.00) or a term of imprisonment of not more than ninety (90) days or both a fine and imprisonment. **Failure to comply with the provisions of this ordinance shall constitute grounds, for property which is the subject of such certificate of value or filing, for condemnation for occupancy by the building commissioner.**

SECTION SEVEN: It shall be a defense to an allegation that a person has failed to provide the information required by Section Two of this ordinance if such person is both the owner and resident of such property, **or that the information from a prior filing or certificate of value is currently in compliance with the information required by the provisions of this ordinance.**

SECTION EIGHT. The provisions of this ordinance pertaining to mailing of notices by the assessor and filing before August 1 by owners of real property shall only be effective in years when the City of St. Louis adopts an appropriation ordinance providing for the funding of the administrative costs which may reasonably result from the implementation of such provisions

Approved: May 3, 2001

ORDINANCE #65195
Board Bill No. 207

An ordinance finding that a certain blighted area as defined in Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), exists in the City of St. Louis ("City") and containing a description of the boundaries of said blighted area, attached hereto and incorporated herein as Exhibit "A", known as the Chouteau Ave./ Donovan Pl. Area ("Area"); finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated October 19, 2000 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that any property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is partially occupied, but if it should become occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available **ten (10) year** real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

WHEREAS, by reason of predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, there exist conditions which endanger life or property by fire or other causes and constitute an economic or social liability or a menace to the public health, safety, morals or welfare in the present condition and use of the Area, said Area being more fully described in Exhibit "A"; and

WHEREAS, such conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by ordinary private enterprise without the aids provided in the Statute; and

WHEREAS, there is a need for the LCRA, a public body corporate and politic created under Missouri law, to undertake the development of the above described Area as a land clearance project under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

WHEREAS, the LCRA has recommended such a plan to the Planning and Urban Design Agency (“PDA”) and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for Chouteau Ave./Donovan Pl.," dated October 19, 2000, consisting of a Title Page, a Table of Contents Page, and fourteen (14) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

WHEREAS, under the provisions of the Statute, and of the federal financial assistance statutes, it is required that this Board take such actions as may be required to approve the Plan; and

WHEREAS, it is desirable and in the public interest that a public body, the LCRA, undertake and administer the Plan in the Area; and

WHEREAS, the LCRA and the PDA have made and presented to this Board the studies and statements required to be made and submitted by Section 99.430 and this Board has been fully apprised by the PDA and the Planning Commission of the facts and is fully aware of the conditions in the Area; and

WHEREAS, the Plan has been presented and recommended by LCRA and PDA to this Board for review and approval; and

WHEREAS, a general plan has been prepared and is recognized and used as a guide for the general development of the City and the PDA has advised this Board that the Plan conforms to said general plan; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA and PDA; and

WHEREAS, the Plan does prescribe land use and street and traffic patterns which may require, among other things, the vacation of public rights-of-way, the establishment of new street and sidewalk patterns or other public actions; and

WHEREAS, this Board is cognizant of the conditions which are imposed on the undertaking and carrying out of a redevelopment project, including those relating to prohibitions against discrimination because of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap; and

WHEREAS, in accordance with the requirements of Section 99.430 of the Statute, this Board advertised that a public hearing would be held by this Board on the Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the Plan.

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 1994, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the Chouteau Ave./Donovan Pl. Area.

SECTION TWO. The redevelopment of the above described Area, as provided by the Statute, is necessary and in the public interest, and is in the interest of the public health, safety, morals and general welfare of the people of the City.

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute.

SECTION FOUR. The Blighting Study and Plan for the Area, dated October 19, 2000 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

SECTION FIVE. The Plan for the Area is feasible and conforms to the general plan for the City.

SECTION SIX. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION SEVEN. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") may acquire any property in the Area by the exercise of eminent domain or **otherwise**.

SECTION NINE. The property within the Area is currently partially occupied, all eligible occupants displaced by the Redeveloper ("Redeveloper" being defined in Section Twelve, below) shall be given relocation assistance by the Redeveloper at its expense, in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

SECTION TEN. The Plan for the Area gives due consideration to the provision of adequate public facilities.

SECTION ELEVEN. In order to implement and facilitate the effectuation of the Plan hereby approved it is found and determined that certain official actions must be taken by this Board and accordingly this Board hereby:

(a) Pledges its cooperation in helping to carry out the Plan;

(b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and

(c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

SECTION THIRTEEN. In all contracts with private and public parties for redevelopment of any portion of the Area, all Redevelopers shall agree:

(a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;

(b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;

(c) To be bound by the conditions and procedures regarding the utilization of MBE’s and WBE’s established by the City;

(d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.

(e) To comply with the requirements of Ordinance No. 60275 of the City;

(f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and

(g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

The term MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one percent (51%) ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

The term "Redeveloper" as used in this Section shall include its successors in interest and assigns.

SECTION FOURTEEN. The Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri, 1994, as amended, upon application as provided therein.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property**.**

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or to other items which alter the nature or intent of the Plan. The Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the PDA. Changes which are not substantial are those that do not go to the crux of the Plan.

SECTION SIXTEEN. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

COMMERCIAL

EXHIBIT "B"
Form: 10/29/98

BLIGHTING STUDY AND PLAN
FOR THE
CHOUTEAU AVENUE/DONOVAN PLACE AREA
PROJECT #9249

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
October 19, 2000

MAYOR
CLARENCE HARMON

BLIGHTING STUDY AND PLAN FOR
Chouteau Ave./Donovan Pl. AREA

PAGE

A. EXISTING CONDITIONS AND FINDING OF BLIGHT 1

1. DELINEATION OF BOUNDARIES 1
2. GENERAL CONDITION OF THE AREA 1
3. PRESENT LAND USE OF THE AREA 1
4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES 1
5. CURRENT ZONING. 2
6. FINDING OF BLIGHT 2

B. PROPOSED DEVELOPMENT AND REGULATIONS. 2

1. DEVELOPMENT OBJECTIVES 2
2. PROPOSED LAND USE OF THE AREA 2
3. PROPOSED ZONING 3
4. RELATIONSHIP TO LOCAL OBJECTIVES 3
5. PROPOSED EMPLOYMENT FOR THIS AREA 3
6. CIRCULATION 3
7. BUILDING AND SITE REGULATIONS 3
8. URBAN DESIGN 3
9. PARKING REGULATIONS 4
10 SIGN REGULATIONS 5
12. PUBLIC IMPROVEMENTS 5

C. PROPOSED SCHEDULE OF DEVELOPMENT 6

D. EXECUTION OF PROJECT 6

1. ADMINISTRATION AND FINANCING 6
2. PROPERTY ACQUISITION 6
3. PROPERTY DISPOSITION 6
4. RELOCATION ASSISTANCE 6

E. COOPERATION OF THE CITY 6

F. TAX ABATEMENT 7

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS 8

1. LAND USE 8
2. CONSTRUCTION AND OPERATIONS 8
3. LAWS AND REGULATIONS 8
4. ENFORCEMENT 8

H. MODIFICATIONS OF THIS PLAN 8

I. DURATION OF REGULATION AND CONTROLS. 9

J. EXHIBITS 9

K. SEVERABILITY 9

E X H I B I T S

"A" LEGAL DESCRIPTION
"B" PROJECT AREA PLAN

"C" PROPOSED LAND USE
"D" ACQUISITION MAP
"E" EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The Chouteau Avenue/Donovan Place Area ("Area") encompasses approximately 2.12 acres in the Forest Park Southwest neighborhood of the City of St. Louis ("City") and is located on the north side of Chouteau Ave. and the southside of Chouteau Ave. wiith Tower Grove Ave. to the east and S. Newstead Ave. to the west.

The legal description of the Area is attached and labeled Exhibit "A". The boundaries of the Area are delineated on Exhibit "B" ("Project Area Plan").

2. GENERAL CONDITION OF THE AREA

The Area comprises eighteen parcels of City Block 4878 and includes the following addresses: 4359-73, 4385-95 and 99 Chouteau Ave. and 4361-69 and 4373-79, 4383-95 Donovan Pl. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 50% unemployment rate for the City as of July, 2000. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently approximately 50 jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include ten vacant lots, four occupied single family residential buildings, one occupied four family and three occupied commercial buildings.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential and commercial uses.

Residential density for the surrounding neighborhoods is approximately 10.46 persons per acre.

5. CURRENT ZONING

The Area is zoned "J" Industrial District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is partially occupied and in poor condition (as defined in Section A(2) above). The existence of deteriorated property constitutes both an economic liability to the City of St. Louis and presents a hazard to the health and well-being of its citizens. These conditions, therefore, qualify the Area as blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law).

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the development of the Area into productive industrial uses.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are Industrial uses permitted in Areas designated "J" Industrial District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for the following:

pawn shops, adult bookstores, x-rated movie houses, massage parlors or health spas, auto and truck dealers (new or used), storefront churches, pinball arcades, pool halls, secondhand or junk shops, tattoo parlors, truck or other equipment rentals requiring outside storage, blood donor facilities, free standing package liquor stores, check cashing centers, any use (except for financial institutions or pharmacies) that utilizes a sales or service window or facility for customers who are in cars, or restaurants that sell products to customers who are in cars or who consume the sold products in cars parked on the restaurant premises, or sell products through a sales window to customers who are in cars or to pedestrians outside the building for immediate consumption by the customer either on or off the premises, automobile service or stations.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "J" Industrial District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Comprehensive City Plan" (1947), the "St. Louis Development Program" (1973), and the "Economic Development Strategy" (1978). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

Approximately 10 to 20 new permanent jobs will be created if the Area is developed in accordance with this Plan. The exact number of jobs created will depend upon the specific nature of the proposed development.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area. The layouts, levels and grades of all public rights-of-way may remain unchanged.

Rights-of-way changes will be subject to the review and approval of the City Department of Streets, and all vacations of rights-of-way are subject to approval by ordinance.

7. BUILDING AND SITE REGULATIONS

The Area shall be subject to all applicable federal, state and local laws, ordinances, regulations and codes, including but not limited to, the City Building Code, Zoning District Regulations, and stipulations of the Planning and Urban Design Agency ("PDA") of the City. The population densities, land coverage, and building intensities of redevelopment shall be governed by the Zoning Code. No changes in the building codes or ordinances are required.

Each Redeveloper shall develop the Area in accordance with this Plan and the Redevelopment Agreement, and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet this requirement may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The properties shall be developed so they are attractive assets to the surrounding neighborhood.

b. Urban Design Regulations

Rehabilitation shall respect the original exterior in terms of design and materials. Window and door shapes and detailing shall be compatible with the original design.

c. Landscaping

The property shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, including PDA standards. This will provide adequate vehicular parking for the Area.

All permanent at-grade parking areas shall be screened on street-facing sides with a decorative wall and/or fence of masonry, cast metal, wrought iron, or a combination thereof, with eight foot masonry piers capped with appropriate stone material located at gates, corners and every twenty-five (25) feet along the perimeter. All such cast metal or wrought iron fencing must be planted with a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and which is maintained at a minimum height of three and one-half (3-1/2) feet at maturity.

If parking lots exceed twenty-five (25) spaces, three percent (3%) of the interior of the parking lots shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. These trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low-lying ground cover or other plant material.

Surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. A uniform signage plan must be prepared by the Redeveloper for the entire project. All new signs shall be restricted to those identifying the names and/or business of the person or firm occupying the premises.

New wall signs shall not obstruct any architectural building elements, shall be placed only those sides of buildings visible from public or private streets, shall project no more than eighteen (18) inches from the face of the building, shall not be located between the second floor window sill of the structure and the top of the windows on the top floor of the structure, and the total sign area shall be the lesser of either fifty (50) square feet or ten percent (10%) of the ground floor wall surface fronting on such streets. Only one sign per business per wall facing on a public or private street shall be permitted. In addition, one identification sign up to ten (10) sq. ft. in size may be placed on a wall facing a parking area or open space, provided the LCRA confirms that such a sign is required.

Canvas awnings with signs are permitted, provided they are compatible with the overall design and architectural details of the building upon which they are to be placed. Signage on awnings is limited to awning valance. In no case shall signage be allowed on both an awning valance and a building for the same business.

One ground or monument sign per use may be permitted provided it does not exceed ten (10) feet in height nor exceed fifty (50) square feet per side, and provided the LCRA confirms that such a sign is required based upon the use, location or siting of the structure.

Businesses having more than 40,000 square feet of ground floor area may have signs proportionately larger than the maximum size set out in this section, provided that the LCRA confirms that there is need based upon the use, location, or siting of the building.

Painted wall signs, roof signs, pole signs, monument signs, moving signs, animated or flashing signs, or permanent or portable message board signs shall not be permitted in the Area, and no regular or mini billboards (free standing or mounted on structures) shall be erected or maintained in the area, except that construction and leasing signs may be maintained during construction and for a period of one (1) year after completion of improvements on any respective parcel or part thereof.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written approval of the LCRA.

12. PUBLIC IMPROVEMENTS

No additional schools, parks, recreational and community facilities or other public facilities will be required. Additional water, sewage or other public utilities may be required depending on development. The cost of such utility improvements will be borne by the Redeveloper.

If funds are available to the LCRA, it may provide public improvements including, but not limited to, measures for the control of traffic, improvements to street lighting, street trees, and any other improvements which may further the objectives of this Plan.

When developed in accordance with this Plan, the Area will comprise a coordinated, adjusted and harmonious development that promotes the health, safety, morals, order, convenience, prosperity, the general welfare, efficiency and economy of the City.

C. PROPOSED SCHEDULE OF DEVELOPMENT

The implementation of this Plan shall take place in a single phase initiated within approximately one (1) year of approval of this Plan by ordinance and completed within approximately two (2) years of approval of this Plan by ordinance.

The LCRA may alter the above schedule as economic conditions warrant.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

The LCRA is empowered by Missouri law to administer development of all types pursuant to this Plan and can do so to the extent and in the manner prescribed by the Land Clearance for Redevelopment Authority Law of Missouri.

All costs associated with the development of the Area will be borne by the Redeveloper.

Implementation of this Plan may be financed by funds obtained from private and/or public sources, including, without limitation, revenue bonds, bank loans, and equity funds provided by the Redeveloper.

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may acquire any property in the Area by the exercise of eminent domain **or otherwise**.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (1986) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently partially occupied. All eligible occupants displaced as a result of the implementation of the Plan shall be given relocation assistance in accordance with all applicable federal, state and local laws, ordinances, regulations and policies.

E. COOPERATION OF THE CITY

The City and its Board of Aldermen, by enacting an ordinance approving this Plan, pledges its cooperation to enable the project to be carried out in a timely manner and in accordance with this Plan.

F. TAX ABATEMENT

A Redeveloper may seek ten (10) year real estate tax abatement pursuant to Sections 99.700 - 99.715, Revised Statutes of Missouri 1994, as amended, upon application as provided therein.

In lieu of the ten (10) year abatement outlined above, a Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to twenty-five (25) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for the first ten (10) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same ten (10) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first ten (10) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said ten (10) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond ten (10) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the construction and operation of any project in the Area and shall take such affirmative action as may be appropriate to afford opportunities to everyone in all activities of the project, including enforcement, contracting, operating and purchasing.

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the City Guidelines for Maximum Utilization of Minority Enterprises dated January 1, 1981, as may be amended, and the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

Any proposed modification which will substantially change this Plan shall be approved by the St. Louis Board of Aldermen in the same manner as this Plan was first approved. Modifications which will substantially change this Plan include, but are not necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or other items which alter the nature or intent of this Plan.

This Plan may be otherwise modified (e.g. urban design regulations, development schedule) by the LCRA, provided that such revisions shall be effective only upon the consent of the Planning Commission of the City. Changes which are not substantial are those that do not go to the crux of this Plan.

I. DURATION OF REGULATION AND CONTROLS

The regulation and controls set forth in this Plan shall be in full force and effect for twenty-five years commencing with the effective date of approval of this Plan by ordinance, and for additional ten (10) year periods unless before the commencement of any such ten (10) year period the Board of Aldermen shall terminate this Plan as of the end of the term then in effect, except as provided in Section G (4) of this Plan.

J. EXHIBITS

All attached exhibits are hereby incorporated by reference into this Plan and made a part hereof.

K. SEVERABILITY

The elements of this Plan satisfy all requirements of state and local laws. Should any provisions of this Plan be held invalid by a final determination of a court of law, the remainder of the provisions hereof shall not be affected thereby, and shall remain in full force and effect.

EXHIBIT "A" - CHOUTEAU AVENUE/DONOVAN PLACE AREA LEGAL DESCRIPTION is on file in the Register's Office.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper (which term shall include Redeveloper, any designees, successors and assigns thereof, any entity formed to implement the project of which the Redeveloper is affiliated), its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

The Redeveloper and its contractor will not contract or subcontract with any party known to have been found in violation of any such laws, ordinances, regulations or these guidelines.

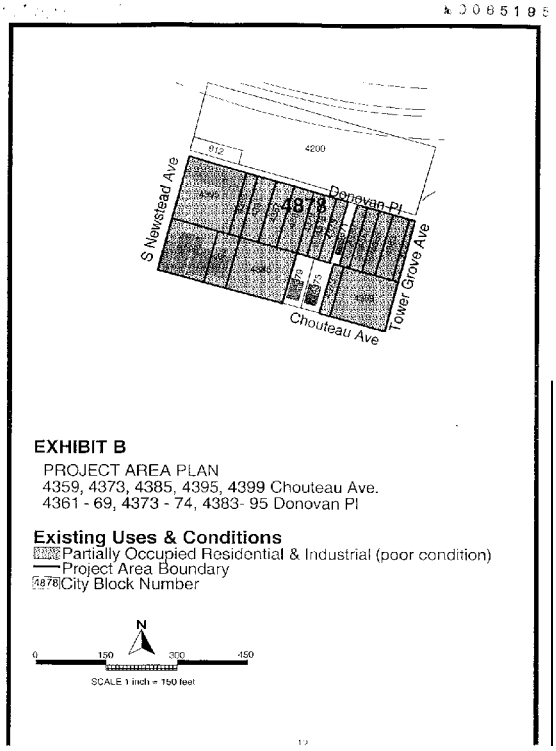
The Redeveloper shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

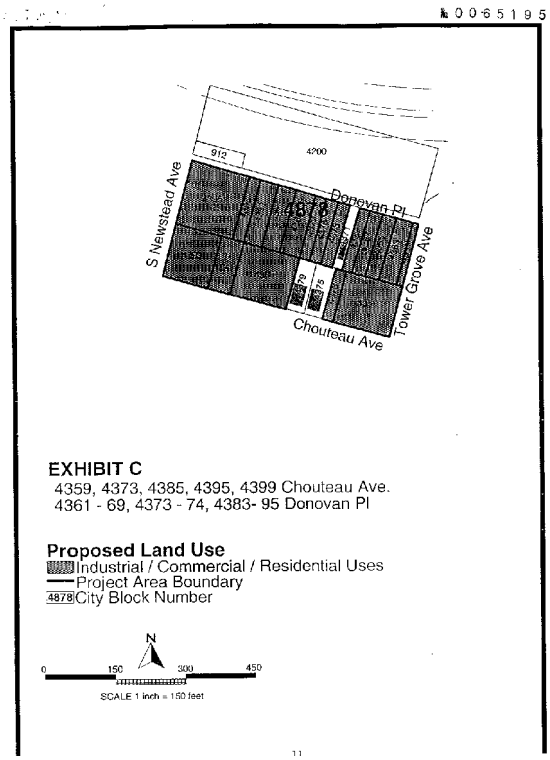
The Redeveloper agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper, its successors or assigns upon the basis of race, color, creed, national origin, sex, marital status, age, sexual orientation or physical handicap in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests may appear in the project.

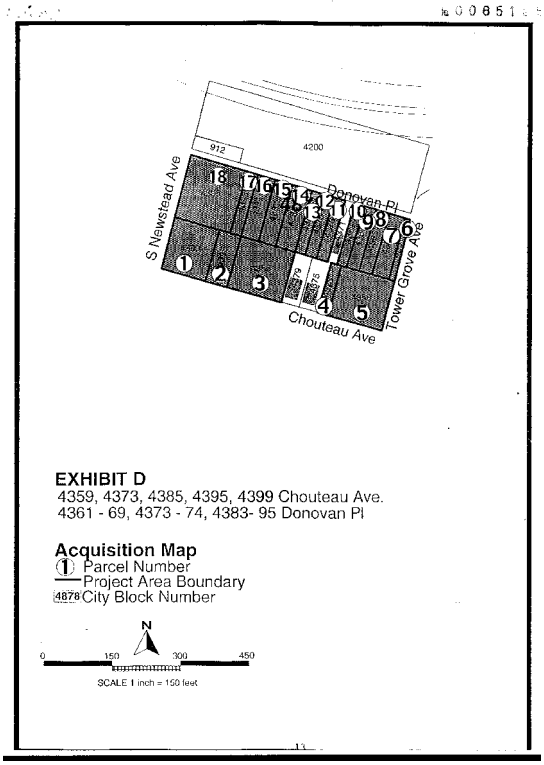
The Redeveloper shall fully comply (and ensure compliance by "anchor tenants") with the provisions of St. Louis City Ordinance #60275 which is codified at Chapter 3.09 of the Revised Ordinances of the City of St. Louis.

Approved: May 3, 2001

ORDINANCE NO. 65195 - EXHIBITS B, C & D







ORDINANCE #65196
Board Bill No. 301
Floor Substitute

An ordinance authorizing and directing the Comptroller and Communications Commissioner to enter into and execute, on behalf of the City, a Right-of-Way Use Agreement ("Agreement") between The City of St. Louis ("the City") and Metricom, Inc., ("Metricom") pursuant to which Metricom, for the purposes of operating Ricochet®, a wireless digital communications microcellular network, will locate, place, attach, install, operate and maintain radio equipment within the City's right-of-way on terms and conditions set forth in the Agreement, attached hereto, marked Exhibit 1 and incorporated herein by reference.

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

SECTION ONE. The Comptroller and Communications Commissioner are hereby authorized and directed to enter into and execute an Agreement between the City and the Metricom in substantially the form attached hereto as Exhibit 1, which is incorporated herein and made a part of this ordinance by this reference.

EXHIBIT 1

Right-of-Way Use Agreement

THIS RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated as of _____, 2000 (the "Effective Date"), and entered into by and between the CITY OF SAINT LOUIS, a Missouri municipal corporation (the "City"), and METRICOM, INC., a Delaware corporation ("Metricom").

Recitals

Metricom owns, maintains, and operates, in accordance with regulations promulgated by the Federal Communications Commission, a mobile digital data communications radio network known as Ricochet®, utilizing Radios and related equipment certified by the Federal Communications Commission.

For purposes of operating Ricochet®, Metricom wishes to locate, place, attach, install, operate, and maintain Radios in the Public Right-of-Way on facilities owned by the City, as well as on facilities owned by third parties therein.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **Definitions**. The following definitions shall apply to the provisions of this Use Agreement.

1.1. **Abandoned**. "Abandoned" refers to any Radio installed on a Municipal Facility that has been left by Metricom in an unused or non-functioning condition for more than one hundred and twenty (120) consecutive days, unless Metricom establishes to the reasonable satisfaction of the City that the Radios have continued viability at their locations.

1.2 **Adjusted Gross Revenues**. "Adjusted Gross Revenues" means all revenue received by Metricom with respect to and/or deriving from the provision of Services, whether directly by Metricom or through any other Person, to customers with billing addresses in the City. "Adjusted Gross Revenues" shall not include (i) the Right-of-Way Fee, if any, payable pursuant to **§6** below and any utility users' tax, communications tax, or similar tax or fee; (ii) local, state, or federal taxes collected by Metricom that have been billed to the subscribers and separately stated on subscribers' bills; or (iii) revenue uncollectible from subscribers (i.e., bad debts) with billing addresses in the City that was previously included in Adjusted Gross Revenues.

1.3. **City**. "City" means the City of St. Louis, Missouri, as represented by the City Engineer.

1.4. **City Engineer. "**City Engineer" means the President of the Board of Public Service, or such other person designated to administer and enforce this Use Agreement by City.

1.5. **Effective Date**. "Effective Date" means the date of this Use Agreement stated above.

1.6. **Installation Date**. "Installation Date" shall mean the date that the first Radio is installed by Metricom pursuant to this Use Agreement.

1.7 **Laws.** "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the City, Metricom, or Metricom's agents providing its Ricochet® service, as may be in effect either as of the Effective Date or at any time during the presence of Radios in the Public Right-of-Way**.**

1.8 **Metricom**. "Metricom" means Metricom, Inc., a corporation duly organized and existing under the laws of the State of Delaware and its lawful successors, assigns, and transferees.

1.9. **Municipal Facilities**. "Municipal Facilities" means any electroliers or other structures located within the Public Right-of-Way and solely owned by the City, with the exception of street lights..

1.10. **Person**. "Person" means an individual, a corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association.

1. 11. **Public Right-of-Way**. "Public Right-of-Way" means any street, alley, road, highway, lane or right-of-way located within the City and dedicated or commonly used now or hereafter for utility purposes, including utility easements wherein the City now or hereafter acquires the right and authority to locate or permit the location of utilities consistent with telecommunications facilities. This term shall not include any Municipal Facilities, nor shall it include county, state, or federal rights-of-way or any property owned by any Person or agency other than the City, except as provided by applicable Laws or pursuant to a maintenance, jurisdictional or other agreement between the City and any such Person or agency. "Public Right-of-Way" shall not include property owned or leased by the City other than right-of-way, such as City parks, City Hall property or public works facilities.

1.12. **Radio**. "Radio" means the radio equipment, whether referred to singly or collectively to be installed on the Public Right-of-Way and operated by Metricom as provided herein and as described in the attached Exhibit A. No other equipment or facilities shall be deemed included in the term "Radio."

1.13. **Ricochet®.** "Ricochet®" means Ricochet® MicroCellular Data Network, a wireless digital communications microcellular network owned and operated by Metricom.

1.14. **Services**. "Services" means the mobile digital communications access and support provided through Ricochet® by Metricom for the purpose of providing subscribers access to wireless Internet, private intranet, e-mail, and local area networks. "Services" do not include cable, open video services, or telecommunications services subject to the 1996 Federal Telecommunications Act.

2. **SCOPE OF AGREEMENT.**

2.1 **Term.** This Agreement shall extend for an initial term of five (5) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein, and two successive renewal periods of two (2) years each on the same terms and conditions, unless either party notifies the other of its intention not to renew not less than thirty (30) calendar days prior to commencement of the relevant renewal term. However, if at any point Metricom (i) expands its services beyond the authorized Services, excluding short-term product awareness and promotional campaigns, or similar changes ("New Service") and (ii) derives meaningful or substantial revenue therefrom, it must notify the City of such plans prior to the implementation of the New Service and negotiate in good faith with the City any necessary amendments to this Agreement to avoid interruption of the Services. This Agreement to negotiate in good faith on the part of the City does not constitute a promise or guarantee that an agreement for New Service will be reached. If the City rejects the New Service, then Metricom's use shall continue in accordance with the terms of this Agreement. Upon expiration or termination of this Use Agreement, Metricom shall promptly, but in no event longer than ninety (90) days, remove the Radios from the Public Right-of-Way at Metricom's sole expense. If Metricom fails to remove all Radios within such period, the City may remove the Radios at Metricom's sole cost and expense, without further notice to Metricom. Metricom will, within thirty (30) days following receipt of an invoice by the City, reimburse the City for its expenses incurred in the removal of the Radios.

2.2 **Default**. Neither party shall be in default under this Use Agreement or in breach of any provision hereof unless and until the other party shall have given written notice of default and the defaulting party shall have failed to cure the default within thirty (30) days after receipt of such notice; provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly to cure the same, and prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time as may be necessary under the circumstances to complete such cure. Notwithstanding the provisions regarding the opportunity to cure defaults, the City may also terminate this Use Agreement at any time if (a) Metricom becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt; or (b) Metricom attempts to or does practice any fraud or deceit in its conduct or relations with the City under this Use Agreement. Nothing herein shall preclude the City from acting immediately without notice in case of emergency or as otherwise may be provided in this Use Agreement.

2.3 **Extension.** Unless sooner terminated, prior to the end of the last renewal period set forth in Section 2.1, Metricom and the City shall enter into good faith negotiations to further the term of this Use Agreement upon terms and conditions mutually acceptable to the parties. During such negotiations Metricom shall continue delivery of the Services upon the same terms and conditions provided herein until such time as (a) Metricom and the City complete the negotiations and the parties enter into a new Use Agreement or (b) either party gives written notice to the other party that the negotiations shall cease and that the Use Agreement shall expire sixty (60) days from the date of said notice.

2.4 **Future Right-of-Way Ordinance.** Upon the adoption by the City of an ordinance or policy regulating providers of telecommunications or other users of the Public Right-of-Way and applicable to Metricom, the City shall notify Metricom of any provision of this Use Agreement that is inconsistent with such ordinance or policy. Metricom and the City shall then enter into good faith negotiations to resolve such inconsistencies. During such negotiations Metricom shall continue delivery of the Services upon the same terms and conditions provided herein until such time as (a) Metricom and the City complete the negotiations and the parties enter into a new or amended Use Agreement or (b) either party gives written notice to the other party that the negotiations shall cease and that the Use Agreement shall expire (i) sixty (60) days from the date of said notice or (ii) at the end of the then-current term of the Agreement, whichever shall last occur.

2.5 **Reservation of Rights.**

2.5.1. In addition to any rights specifically reserved to the City by this Use Agreement, the City reserves to itself every right and power available to it under the constitutions of the United States and the State of Missouri, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety and welfare. Further, the City hereby reserves to itself the right to intervene in any suit, action or proceeding, involving the provisions herein.

2.5.2. Notwithstanding anything to the contrary set forth herein, the provisions of this Use Agreement shall not infringe upon the rights of any person under any applicable state or federal statutes, including, but not limited to the right to occupy the Public Right-of-Way and easements.

3. **AUTHORIZED USE**.

3.1 **City Authority.** Any and all rights expressly granted to Metricom under this Use Agreement shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Right-of-Way exclusively or concurrently with any other Person or Persons and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Right-of-Way. Any work performed pursuant to the rights granted under this Use Agreement is subject to the reasonable prior review and written approval of the City, not to be unreasonably withheld or delayed, as provided herein.

3.2 **Attachment to Municipal Facilities.** Subject to City approval as provided in Section 4, the City authorizes and permits Metricom to enter upon the Public Right-of-Way and to locate, place, attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios in or on Municipal Facilities for the purpose of providing Services to Persons located within or without the limits of the City. In addition, Metricom shall have the right to draw electricity for the operation of the Radios from the power source associated with each such attachment to Municipal Facilities. All electric power for the Radios shall be obtained by Metricom and paid for by Metricom at its sole expense.

3.3 **Use of Public Right-of-Way**. Subject to City approval as provided in Section 4, **t**he City authorizes and agrees to permit Metricom to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace Radios on any utility poles and/or other facilities owned by utility companies or owned by other entities or Persons located within the Public Right-of-Way for the purpose of providing Services to Persons located within or without the limits of the City, subject to Metricom, at its sole expense, obtaining permission from said utility companies or other entities or Persons.

3.4 **No Property Rights Granted.** Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Metricom a temporary or perpetual real property interest in land, including any fee, leasehold interest, or easement.

3.5 **Use Agreement Extends Only to Installation of Radios**. The rights granted Metricom under this Use Agreement extend only to the installation of Radios on Public Right-of-Way, and does not create any right to install different or additional facilities, including but not limited to Wired Access Points, utility poles or other structures, in the Public Right-of-Way or on Municipal Facilities or on other property. Under no circumstances is the closing, excavation or opening of any Public Right-of-Way authorized or permitted under this Use Agreement.

3.6 **No Interference.** In the performance and exercise of its rights and obligations under this Use Agreement, Metricom shall not interfere in any manner with the existence, operation or use of any and all public and private rights-of-way, roads, streets, sanitary sewers, water mains, storm sewers and drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property without the express prior written approval of the owner or owners of the affected property or properties.

3.7 **Emergencies, Natural Disasters.** If an emergency or natural disaster occurs, the City, any agency, their employees, agents and contractors have first priority for access to the Public Right-of-Way. Public service utilities which have valid franchises granted by the City shall have secondary priority for access to the Public Right-of-Way. Metricom's right to access to the Public Right-of-Way shall be subordinate to the City, such agencies and franchisees and may be limited by the City during an emergency or natural disaster without liability to the City.

4. **CITY APPROVAL.**

4.1 **City Review and Approval of Radio Installation and Work.** Before installing, maintaining, removing or relocating any Radio on any Municipal Facility located within the Public Right-of-Way, Metricom shall file with the City Engineer and the Board of Aldermen a statement disclosing the location and nature of the work to be performed, including the method of attachment or detachment. If the work requires any permits under applicable City ordinances, Metricom shall also apply and pay for all such permits. Approval shall not be given if, in the reasonable judgment of the City Engineer, the facilities do not have electrical service adequate or appropriate for Metricom's Radios or cannot safely bear the weight or wind loading caused by the presence of Metricom's Radios or would be rendered unsafe or unstable by the installation of a Radio.

4.2 **Safety Concerns.** Metricom shall provide such technical information to the City's reasonable satisfaction establishing that (a) the Radios are free from hazardous material or substances that might be released during their installation, maintenance, operation or removal and (b) there is no potential for harmful exposure to electromagnetic fields due to the operation of the Radios.

4.3 **Exclusion of Certain Municipal Facilities and Public Right-of-Way.** The City may in its discretion designate certain Municipal Facilities and Public Right-of-Way as excluded from those on which Radios may be installed by Metricom, including but not limited to (a) ornamental or similar specially-designed streets lights or (b) historic districts or other architecturally significant areas, provided such districts or areas have been designated and regulated by the City for the preservation of historical or architecturally significant features.

4.4 **Owner's Permission Required.** For attachment to non-Municipal Facilities located within the Public Right-of-Way, Metricom shall provide written proof by a duly authorized representative of Ameren/UE (or any successor utility) or other owner (collectively, "Owner") of the facility upon which any Radio is secured that Metricom has permission from the Owner to install the Radios. Metricom accepts and acknowledges that if the Owner is in violation of its franchise agreement with City, Metricom may be required by City, in its sole discretion, to remove its Radios from such facilities.

4.5 **Approval not to be Unreasonably Withheld, Conditioned or Delayed.** No Radio may be installed, maintained, removed or relocated without the prior written approval of the City Engineer, including the issuance of any required permits. Such approval shall not be unreasonably withheld, conditioned or delayed.

5. **INSTALLATION, REMOVAL AND RELOCATION OF RADIOS.**

5.1 **Permits.** If the attachment, installation, operation, removal, reattachment, reinstallation, relocation, replacement, or maintenance of Radios shall require any construction work and/or maintenance of traffic during such work in the Public Right-of-Way, Metricom, prior to beginning such work, shall apply for and obtain all permits required by law.

5.2 **Schedule.** Before beginning installation of any Radios, Metricom shall provide to the City a schedule for installation of the Radios.

5.3 **Standards.** Metricom shall install, maintain, operate, remove and relocate its Radios: (a) so as to minimize inconveniencing the general public and not interfere with the Public Rights-of-Way or the legal rights of any property owner, including the City, (b) so as to not endanger any Person or property, and to that effect shall use commonly accepted methods and devices for preventing failures and accidents which may cause damage, injuries, or nuisances, (c) in such a manner that will not interfere with any other installation or service as provided in Section 3.6 hereof, and (d) in a good and workmanlike manner, and according to the National Electrical Safety Code of the American Standards Institute, the National Electrical Code of the National Fire Protection Association, and all other applicable ordinances, statutes, regulations, rules and laws as may be presently in effect or changed in the future.

5.4 **Documentation.** Within thirty (30) days of the installation, removal or relocation of Radios, Metricom shall furnish documentation to the City showing the exact location of the Radios in the Public Right-of-Way, including a pole list. Such documentation shall be furnished in hard copy and, if available and on request by the City, in electronic format.

5.5 **Damage to Public Right-of-Way, Municipal and Other Facilities.** Whenever the installation, operation, maintenance, removal, reattachment, reinstallation, relocation or replacement of a Radio shall cause the Public Right-of-Way or Municipal Facilities or other facilities located therein to be damaged, then Metricom, at its sole expense, shall promptly repair and return damaged Public Right-of-Way or Municipal Facilities or other facilities to a safe and satisfactory condition, normal wear and tear excepted. If Metricom does not make repairs as required to the Public Right-of-Way or Municipal Facilities within a reasonable period of time, then the City may perform or cause to be performed such reasonable and necessary work on behalf of Metricom and charge Metricom for actual expenses incurred. Upon the receipt of a demand for payment by the City, Metricom shall pay or dispute such amount in writing within thirty (30) days. Any written dispute shall disclose the reason why Metricom contends it should not be responsible for payment. Any damage to any private property shall be resolved directly between Metricom and the owner of such damaged property.

5.6 **Tree Protection.** In the attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation or replacement of Radios, Metricom shall neither remove, cut, nor damage any trees in and along the streets, alleys and public places of the City. Tree trimming and pruning may be permitted to occur only after prior written notice to the City of the extent of trimming and pruning to be performed and the prior written approval thereof by the City. The type and extent of trimming and pruning shall be in accordance with the requirements of the City.

5.7 **Required Relocation/Removal.** Metricom understands and acknowledges that the City may require Metricom to relocate or remove, and Metricom shall, at the City's direction, relocate or remove, upon fifteen (15) business days' prior written notice in situations described in subsection (a) below, and within 48 hours in situations described in subsections (b) and (c) below, at Metricom's sole expense, any Radio whenever the City reasonably determines that the relocation is needed: (a) to facilitate or accommodate the construction, completion, repair, relocation or maintenance of any City or other government agency construction project within the City or any project performed by a private developer to meet a development or redevelopment condition or other City requirement, including any project which replaces the cobra head type street lighting with pedestrian scale decorative street lighting; (b) because the Radio is interfering with or adversely affecting proper operation of street lights, traffic signals or any other public, City-owned, or privately owned facilities, whether or not located within the Public Right-of-Way in violation of applicable Federal Communications Commission rules and regulations; or (c) to protect or preserve the public health, safety or welfare. If Metricom fails to relocate or remove any Radios as required by the City, then the City shall be entitled to remove the Radios at Metricom's sole expense. If an emergency or natural disaster occurs, or if other circumstances are such that the preservation of the public health, safety or welfare requires immediate removal or relocation of any Radio, the City shall be entitled to remove such Radio without liability to the City, provided, however, that the City shall notify Metricom in writing within 48 hours of such removal.

5.8 **Abandonment and Non-Use.** Metricom shall promptly notify the City in writing of any Abandoned Radio and any Radio not placed in service for a continuous period of six (6) months, and Metricom shall remove any such Radio. If Metricom fails to do so, then the City, at its option, may remove such Radio at Metricom's sole expense. The City shall not remove any such Radio unless and until the City first gives fifteen (15) days' prior written notice to Metricom.

5.9 **Condemnation or Vacation of Land.** If any real estate containing the Radios is taken, condemned, or vacated in whole or in part, by the City or any government agency, Metricom, notwithstanding anything in this Use Agreement to the contrary, shall remove the Radios from such real estate at its sole expense within the time period required by the condemnor, vacating entity, or the court. Metricom shall not be entitled to any condemnation award or portion thereof.

6. **Compensation.** Metricom shall be solely responsible for the payment of all lawful fees in connection with Metricom's performance under this Use Agreement, including those set forth below.

6.1 **Reimbursement of Expenses**. Metricom shall pay the City the sum of Ten Thousand and no/100's Dollars ($10,000.00) as compensation for the City's expenses associated with the preparation, issuance, implementation and administration of this Use Agreement.

6.2 **Fee for Usage of Public Right-of-Way**.

6.2.1. **Fee Defined.** Metricom shall pay to the City on a quarterly basis a Right-of-Way fee in an amount equal to five percent (5%) of Metricom's Adjusted Gross Revenues. The fee shall be due and payable on or before the 45th day after the end of each calendar quarter and shall be accompanied by a statement, executed by an authorized officer of Metricom or his or her designee, showing the amount of Adjusted Gross Revenues for the period covered by the payment. The payment obligation shall survive the termination or expiration of this Use Agreement until paid.

6.2.2. **Fee Terms.** If Metricom discovers that it has failed to pay the entire or correct amount of the Right-of-Way Fee due, the City shall be paid by Metricom within 30 days of discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be refunded or offset against the next payment due from Metricom. Acceptance by the City of any payment due under this section shall not be deemed to be a waiver by the City of any breach of this Use Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City. Except as provided herein, the Right-of-Way Fee shall be paid in addition to, not instead of, any other amounts of money which Metricom is required to pay to the City under this Use Agreement, by any other contract with the City, or under the City's taxing or regulatory authority.

6.2.3 **Reduction of Right-of-Way Fee by Amount of Telecommunications, Utility Users or Communications Tax**. If the Services are or become subject to a telecommunications, utility users or communications tax (or similar tax or fee) or other gross receipts tax on the Adjusted Gross Revenues or a portion thereof during the term of this Use Agreement, Metricom shall receive an offset and reduction in the Right-of-Way Fee owed in the amount of the tax actually paid by Metricom to the City for the applicable Right-

of-Way Fee payment period. In no event shall the offset or reduction exceed the amount of the Right-of-Way Fee owed.

6.3 **Municipal Facilities Fee.** As compensation for the use of Municipal Facilities, Metricom shall pay to the City an annual fee of sixty Dollars ($60.00) for the use of each Municipal Facility upon which a Radio has been installed (the "Municipal Facilities Fee") as provided herein. The Municipal Facilities Fee shall be due and payable on July 1 of each year and shall be calculated by multiplying the number of Municipal Facilities used by Metricom during the preceding twelve (12) months by the Municipal Facilities Fee, prorated as appropriate.

6.4 **CPI Adjustment.** Effective commencing on the third (3rd) anniversary of the Installation Date and continuing every three (3) years thereafter, the Municipal Facilities Fee shall be adjusted with respect to the ensuing three-year period by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Consumers, 1982-1984=100) which occurred during the previous three-year period for the Midwest Urban Consolidated Metropolitan Statistical Area.

6.5 **Fee Statement, Inspection Right, Audit Right, Financial Records, Disclosure.**

6.5.1 The Fee Statement shall set forth:

6.5.1.1 The amount of Adjusted Gross Revenue as defined in section 1.1 hereof.

6.5.1.2 The calculation of the Fee based on the Adjusted Gross Revenue.

6.5.2. **Inspection of Records.** For the purpose of confirming the accuracy of any Fee Statement and Fee paid, the City may inspect copies of Metricom's records at any time during the term hereof, during regular business hours, on at least fifteen (15) days' prior written notice ("Inspection"). The City's right of Inspection shall be limited to the extent necessary to confirm the accuracy of a Fee Statement and the amounts set forth thereon and the Fee paid pursuant thereto. Copies of the relevant records shall be made available to City, at Metricom's expense, at the Metricom regional office nearest the City or at such other location within the St. Louis metropolitan area, as agreed by the parties. If the results of any such Inspection indicate that Metricom underpaid a Right-of-Way Fee payment by more than five percent (5%), then in addition to such underpayment, Metricom shall pay, (i) the reasonable costs of the Inspection, up to the lesser of two (2) times the amount of such underpayment or five thousand dollars ($5,000.00). This right of Inspection shall not entitle City to a full review of all records and is limited only to those records necessary to verify the accuracy of the representations made by Metricom on the Fee Statements.

6.5.3. **Audit.** In addition to the Inspection right set forth above, at such time as the City may request, but in no event more frequently than once every twelve (12) months, City or its designee, may examine and audit the original financial records of Metricom relevant for the purposes of determining the accuracy of any Fees paid by Metricom to City during the period from the prior audit ("Audit") or the Effective Date in the case of the first Audit. All Audits shall take place in the Metricom headquarters currently located at 333 West Julian Street, San Jose, California 95110 ("Metricom Headquarters") and may be conducted by a representative of City. Unless any underpayment was paid pursuant to the City's Inspection right under Section

6.5.2, if the results of an Audit indicate that Metricom underpaid the Right-of-Way Fee by more than five percent (5%), then in addition to such underpayment, Metricom shall pay, (i) the reasonable costs of the Audit, up to the lesser of two (2) times the amount of such underpayment or five thousand dollars ($5,000.00) and, (ii) the reasonable transportation expense of one representative of the City to the Metricom Headquarters to conduct the Audit. Metricom reserves the right to arrange for such transportation on behalf of such designee.

6.5.4. **Financial Records.** All original financial records of Metricom shall be kept at Metricom Headquarters. Metricom shall keep accurate financial records. During the performance of any Inspection and/or Audit, a representative of Metricom will be allowed to be present at all times. No copies of any information reviewed during any Audit may be retained by the City without, in each case, the expressed written consent of Metricom.

6.5.5. **Disclosure.** Metricom shall disclose to the City the identity and contact information of all Persons other than Metricom using Metricom's Radios located in the Public Right-of-Way to provide Services to Persons located within or without the limits of the City. Metricom shall make such information available on its web site currently at: or **www.ricochet.com.** Such information shall be updated in a commercially reasonable manner. In addition, in conjunction with the Inspection and Audit, upon request, City will be provided a written list of the identity and contact information of all such Persons.

6.6 **Billing.** Metricom agrees that the compensation paid to City is for an integral cost of providing the service and is compensation for use of the Public Right-of-Way and is in no regard a tax.

6.7 **Municipal Access Program**. In consideration of the City's execution and delivery of this Use Agreement, City

shall have the right throughout the term of this Use Agreement to receive up to the maximum number specified below (based upon the City's population) of free Ricochet® basic service subscriptions. The number of free subscriptions which the City may receive shall be determined in accordance with the City's official population, as shown on the latest available census data, as follows: (a) for municipalities with a population of less than 100,000, up to a maximum of ten (10) free subscriptions; (b) for municipalities with a population of between 100,000 and 249,000, up to a maximum of fifteen (15) free subscriptions; (c) for municipalities with a population of between 250,000 and 500,000, up to a maximum of twenty (20) free subscriptions; and (d) for municipalities of over 500,000, up to a maximum of twenty-five (25) free subscriptions. The City shall designate one person who shall be responsible for ordering and receiving any subscriptions. To take advantage of this program, the designated individual should contact Metricom's Network Real Estate Department at the address stated in §9. The City's right to use the subscriptions shall commence at the time that Ricochet® service is commercially available in the City and shall extend until the expiration of the term of this Use Agreement or through the length of time that Radios are deployed in the Public Rights of Way, whichever is longer. The City's use of the subscriptions shall be subject to the standard Ricochet® terms and conditions of use. The City understands and agrees that modems and equipment required to utilize the subscriptions and any additional service subscriptions or service options the City may desire may be obtained from an authorized retailer at market rates current from time to time. The City shall use all subscriptions provided pursuant to this section solely for its own use and shall not be entitled to resell, distribute, or otherwise permit the use of same by any other person, excepting a local public entity that provides public service within the corporate boundaries of the City (e.g., municipal schools, public safety, or fire departments, etc.). The level of benefits and services provided to the City by Metricom as "basic service" shall not be diminished or reduced during the term of this Use Agreement or renewal thereof prior to its cancellation or termination, as the case may be.

7. **INDEMNIFICATION AND WAIVER.**

7.1 **Indemnification.** Metricom, at its sole cost and expense, hereby agrees to indemnify, protect, defend (with counsel acceptable to the City) and hold harmless the City, its elected officials, officers and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or proximately, in whole or in part, out of the fact that the City granted this Use Agreement to Metricom, the rights granted to Metricom, or the activities performed, or failed to be performed, by Metricom under this Use Agreement, or otherwise, except to the extent arising from or caused by the negligence or willful misconduct of the City, its elected officials, officers, employees and agents. This indemnification is limited to the extent of the City's liability under applicable sovereign immunity statutes, and it shall survive the expiration or termination of this Use Agreement for a period of five (5) years after the effective date of expiration or termination.

7.2 **Waiver.** Metricom hereby waives any and all claims, demands, causes of action, and rights it may assert against the City, its elected officials, officers and employees on account of any loss, damage, or injury to any Radio or any loss or degradation of the Services as a result of the attachment, installation, operation, removal, reattachment, reinstallation, maintenance, replacement or relocation of any Radio or facility to which any such Radio is attached, except to the extent of the cost of repair or replacement to damaged Radios arising from the negligence or willful misconduct of City, its corporate authorities, officers, employees or agents–. Metricom waives and releases any and all claims contesting the legality of this Use Agreement or the authority of the parties to enter into this Use Agreement.

7.3 **Breach or Violation Not a Waiver.** The waiver of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

8. **INSURANCE AND BOND.**

8.1 **Insurance Required.** Metricom, and any contractor hired by Metricom, shall not commence work under this Use Agreement until they have obtained the insurance required herein. If any insurance is written with a deductible or self-insured retention, Metricom and its contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of Metricom's indemnification of the City. Metricom is responsible to meet all OSHA requirements for on-the-job safety. Metricom and any contractors hired by Metricom shall procure and maintain during the life of this Use Agreement the following coverages:

(a) Workers' Compensation Insurance in accordance with all applicable statutes of the State of Missouri. Coverage shall include Employers Liability Coverage.

(b) Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

(1) Contractual Liability
(2) Products and Completed Operations
(3) Independent Contractors Coverage
(4) Broad Form General Liability Extensions or equivalent

(c) Motor Vehicle Liability Coverage for all vehicles used in the performing of the Use Agreement. Limits of liability shall not be less than $2,000,000 per occurrence and $2,000,000 in the aggregate for Bodily Injury and Property Damage.

(d) Additional Insured. Commercial General Liability Insurance as described above shall include an endorsement stating that the City, its elected and appointed officials, its employees and volunteers, its boards, commissions and/or authorities and all members thereof, employees and volunteers, shall be additional primary insureds.

(e) Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, nonrenewal, reduction and/or material change shall be sent to:

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

(f) Proof of Insurance. Metricom shall within thirty (30) days of the Effective Date of this Use Agreement supply certificates of insurance to the City showing the City, its entities and representatives as noted above as additional primary insureds.

8.2 **Insurance Carrier Standard.** All insurance coverages shall be with insurance carriers reasonably approved by the City. All insurance carriers shall be admitted and authorized to do business in Missouri and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (i.e., a size of $500,000,000 to $750,000,000 based on capital, surplus, and conditional reserves). Insurance certificates issued by non-admitted insurance companies are not acceptable.

8.3 **Additional Requirements.** All of the policies of insurance referred to in the preceding paragraph shall be issued in favor of the City on forms reasonably approved by the City Attorney. Metricom or its contractors shall pay all of the premiums therefor and deliver certificates thereof to the above noted City official, and if Metricom fails either to effect such insurance in the names or amounts herein called for or to pay the premiums therefor, upon fifteen (15) days prior notice to Metricom, the City shall be entitled, but shall have no obligations, to effect such insurance and pay the premiums therefor, which premiums shall be repayable by Metricom to the City within fifteen (15) days. Each insurer shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to the City, that it will give thirty (30) days written notice before the policy or policies in question shall be materially altered, non-renewed or canceled. If such coverage terminates or is canceled or reduced, Metricom shall, at least fifteen (15) days before such termination or within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the above noted City official a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Metricom further agrees that the City may require Metricom to increase insurance limits based upon the City's reassessment of insurance needs no more often than every three (3) years, provided that such increased insurance limits shall be reasonably related to the City's additional risk and provided further that the City gives Metricom ninety (90) days written notice of said increased insurance limits.

8.4 **Bond Required.** Prior to the commencement of any work under this Use Agreement, Metricom will furnish and keep in force a good and sufficient bond, approved by the director of public works, of Thirty Dollars ($30.00) per Radio, or such other comparable security instrument as may be approved by both the director of public works and Metricom, to secure the faithful performance by Metricom of all of the work, construction, installation, and removals required to be performed by Metricom under this Agreement within the time periods set forth hereunder.

(a) Procedures. Before the surety is required to perform under the bond or before any sums are withdrawn from other security, the City will give written notice to Metricom:

(1) describing the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of Metricom's act or default;

(2) providing a reasonable opportunity for Metricom to remedy the existing or ongoing default or failure, if applicable;

(3) providing a reasonable opportunity for Metricom to pay any monies due the City before the City withdraws the amount from the security bond or other security, if applicable;

(4) that Metricom will be given an opportunity to review the act, default, or failure described in the notice with the City Manager or their designee;

(5) a period of thirty (30) days shall be considered the timely grant of a reasonable opportunity to cure any default or failure; provided, however, that if the reason for the notice is the failure to provide a replacement bond at least fourteen (14) days prior to the expiration of a bond, a notice of seven (7) days shall be sufficient.

(b) Continuous Bond. Metricom will replenish the bond or other security within fourteen (14) days after written notice from the City that there is a deficiency in the amount of the bond or security.

9. **NOTICES.** Unless otherwise stated herein, all notices which shall or may be required or given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted: (i) through the United States mail, by registered or certified mail, postage prepaid; (ii) by means of prepaid overnight delivery service; or (iii) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, as follows:

To the City: City of St. Louis
Communications Division
4971 Oakland Avenue
St. Louis, MO 63110-1401
Attention: Communications Commissioner

To Metricom: Metricom, Inc.
333 W. Julian Street
San Jose, CA 95110
Attention: Network Real Estate

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either party to this Use Agreement may, from time to time, designate any other person or address for this purpose by written notice to the other party in the manner set forth above.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **Paragraph Headings.** The headings on the paragraphs in this Use Agreement are for the convenience of reference and shall not alter or affect the terms of such paragraphs.

10.2 **Assignment/Transfer.** This Agreement may not be assigned by Metricom without the express written consent of the City, by Resolution of the Board of Aldermen, which consent will not be unreasonably withheld, conditioned, or delayed. It shall not be deemed reasonable for the City to withhold its consent to any such proposed transfer, provided that (i) any such transferee will have a financial strength after the proposed transfer at least equal to that of Metricom prior to the transfer, (ii) any such transferee assumes all the obligations of Metricom hereunder, and (iii) Metricom shall not be released from the obligations of this Use Agreement by virtue of such transfer; unless the proposed transferee has a record of performance under similar agreements which is unacceptable to the City under a reasonable standard of evaluation. Lack of prior specific experience in administering a system providing the Services described in this Use Agreement shall not, by itself, be deemed a reasonable basis for refusing or conditioning the City's consent. Metricom shall give to the City written notice of any proposed transfer for which notice is required hereunder and will provide the City with whatever documentation the City may reasonably require to evaluate the proposed transfer. The City agrees to respond to any request for its consent hereunder within forty-five (45) days after receipt of such request. If the City fails to grant or deny its consent within such period, the City shall be deemed to have granted its consent to the proposed transfer, unless such failure to grant or deny its consent comes as a result of a Board of Aldermen regularly scheduled recess. Notwithstanding the foregoing, the transfer of the rights and obligations of Metricom to a parent, subsidiary, successor or affiliate will not be deemed an assignment for the purposes of this Agreement.

10.3 **Non-Exclusivity.** This Use Agreement does not provide Metricom with exclusive use of any poles, property or structures located in the Public Right-of-Way. The City shall have the right to permit other Persons or entities, including but not limited to providers of telecommunications services, to install equipment or devices on structures located in the Public Right-of-Way.

10.4 **Metricom Staff Availability.** Metricom shall have sufficient staff to perform as allowed or required by this Use Agreement. Metricom staff shall be available to the City 24 hours a day, 7 days a week, regarding problems or complaints resulting from the existence of the Radios in the Public Right-of-Way. The City may contact by telephone Metricom's network control center operator at telephone number (800) 873-3468 regarding such problems or complaints. Metricom shall notify the City in writing within ten (10) days of any change in this telephone number. All Metricom employees or contractors working within the Public Right-of-Way shall carry at all times appropriate documentation identifying such persons as Metricom employees or contractors.

10.5 **Exhibits and Schedules Part of Use Agreement.** All exhibits and schedules referred to in this Use Agreement, or in any duly executed amendment to this Use Agreement, are by such reference incorporated in this Use Agreement and shall be deemed a part of this Use Agreement. Metricom agrees to fully comply with all of the obligations and terms of the exhibits and schedules.

10.6 **Successors.** This Use Agreement is binding upon the successors of the parties hereto.

10.7 **Attorneys' Fees**. Should any dispute arising from this Use Agreement lead to litigation, both parties shall bear their own costs of suit, including attorneys' fees.

10.8 **Taxes.** Except as otherwise provided herein, no provision of this Use Agreement shall be construed to relieve Metricom, its employees, contractors, and agents from the payment of all applicable federal, state and City taxes.

10.9 **Advertising, Signs or Extraneous Markings.** Metricom shall not place or cause to be placed any sort of signs, advertisements or other extraneous markings, whether relating to Metricom or any other person or entity, on any Municipal Facility, Radio, equipment or structure located on the Public Right-of-Way, excepting (a) such labels, numbers or other marks on the Radio(s) as approved by the City as are reasonably necessary to identify the Radio or Metricom for service, repair, maintenance or emergency purposes, or (b) as may be otherwise required or allowed to be affixed by law.

10.10 **Relationship of the Parties.** Metricom and the City shall be and act as independent contractors, and under no circumstances shall this Use Agreement be construed as one of agency, partnership, joint venture, or employment between the parties.

10.11 **Severability.** If any one or more of the provision or provisions of this Use Agreement is determined by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the validity of the remaining portions of this Use Agreement.

10.12 **Amendments.** This Use Agreement may not be amended except by written agreement signed by duly authorized representatives of the City and Metricom.

10.13 **Applicable Law and Venue.** This Use Agreement shall be governed and construed by, and in accordance with, the laws of the State of Missouri, and the ordinances, regulations and written policies of the City. If any lawsuit is brought by any Person or by a party to this Use Agreement, the parties agree that such lawsuit shall be tried in the applicable federal or state court located in Missouri and having jurisdiction over the City and Metricom.

10.14 **Compliance With Laws.** In performing services or activities and exercising its rights and obligations under this Use Agreement, Metricom shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, regulations and policies concerning zoning or Equal Opportunity Employment, hiring or training.

10.15 **Entire Agreement.** This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

10.16 **Most Favored Municipality.** Should Metricom enter into a right-of-way use agreement after the Effective Date with a municipality located within the St. Louis Metropolitan Statistical Area, which agreement contains a definition of adjusted gross revenues or a formula for calculating the right-of-way fee which are in the City's sole opinion superior to those in this Use Agreement, Metricom shall, within sixty (60) days of the request by the City, modify this Use Agreement to incorporate the same or a substantially similar definition or clause.

IN WITNESS WHEREOF, this Use Agreement is executed on the day first written by persons duly authorized to bind the City and Metricom.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Metricom: **METRICOM, INC.,**
a Delaware corporation

By: _____

Its: _____

Attest: _____

Its: _____

City: on behalf of CITY OF ST. LOUIS, a Missouri municipal corporation

By: _____
Communications Commissioner

_____
[name typed]

COMPTROLLER

By: _____

_____
[name typed]

Date: _____

APPROVED AS TO FORM: FILED WITH:

_____ _____
City Counselor Date Register Date

COMPTROLLER DOCUMENT NUMBER: _____

Approved: May 3, 2001

ORDINANCE #65197
Board Bill No. 302
Committee Substitute

An ordinance approving amendments to the Redevelopment Plan for the Tucker/Olive/Pine Area dated May 27, 1997 (the "Original Plan"), originally approved by Ordinance No. 64141 (the "Approving Ordinance"), as amended by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") on January 23, 2001, incorporated herein by attached Exhibit "1" (together with the Original Plan, the "Plan"), pursuant to Section 99.430 RSMo for the Tucker/Olive/Pine Area, as legally described on attached Exhibit "2", attached to and incorporated herein (the "Area"); finding that there shall be available twenty-five (25) year tax abatement pursuant to Chapter 353 RSMo; and reconfirming and re-approving all other findings, statements, and orders of the Approving Ordinance and the Original Plan.

WHEREAS, this St. Louis Board of Aldermen ("Board") has previously approved the Original Plan by the Approving Ordinance on September 23, 1997; and

WHEREAS, the LCRA has adopted amendments to the Plan by LCRA Resolution No. 01-LCRA-6906; and

WHEREAS, the Plan has been presented and recommended by the LCRA to this Board for review and approval; and

WHEREAS, this Board has duly considered the reports, recommendations and certifications of the LCRA; and

WHEREAS, in accordance with the requirements of Section 99.430 RSMo and Chapter 353 RSMo, this Board advertised that a public hearing would be held by this Board on the amended Plan, and said hearing was held at the time and place designated in said advertising and all those who were interested in being heard were given a reasonable opportunity to express their views; and

WHEREAS, it is necessary that this Board take appropriate official action respecting the approval of the amended Plan.

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

SECTION ONE. The amendments to the Plan for the Area, as set forth in Exhibit "1" hereto, having been duly reviewed and considered, are hereby approved and incorporated herein by reference.

SECTION TWO. The amended Plan for the Area is feasible and conforms to the general plan for the City.

SECTION THREE. The financial aid provided and to be provided for financial assistance pertaining to the Area is necessary to enable the redevelopment activities to be undertaken in accordance with the Plan for the Area, and the proposed financing plan for the Area is feasible.

SECTION FOUR. The Plan for the Area will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment of the Area by private enterprise, and private developments to be sought pursuant to the requirements of the Statute.

SECTION FIVE. The Redeveloper may seek twenty-five (25) year tax abatement only upon transfer to an urban redevelopment corporation formed pursuant to Chapter 353 RSMo ("Redevelopment Corp."), as provided therein.

SECTION SIX. The development rights, including rights of eminent domain and tax abatement provided hereunder shall expire thirty (30) months from the effective date of this Ordinance in the event of failure of the Redevelopment Corp. to acquire ownership of property within the Area.

SECTION SEVEN. The Original Plan, and all findings, statements and orders contained in the Original Plan and the Approving Ordinance are hereby reconfirmed and re-approved and incorporated herein by reference.

SECTION EIGHT. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Exhibit "1"

Subsection B.8.b. of the Plan is hereby deleted, and a new Subsection B.8.b. is inserted, to read as follows:

B. PROPOSED DEVELOPMENT AND REGULATIONS

8. URBAN DESIGN

b. Urban Design Regulations

A structure or structures which are developed in the site shall be compatible with surrounding structures. Street level facade shall include actual and/or simulated storefronts facing onto the sidewalks, unless waived in writing by the LCRA.

Section F of the Plan is hereby deleted, and a new Section F is inserted, to read as follows:

F. TAX ABATEMENT

In accordance with Chapter 353 RSMo, (the "Statute") the real property within the Redevelopment Area acquired by the Redeveloper shall not be subject to assessment or payment of general ad valorem taxes imposed by the City, the State of Missouri or any political subdivision thereof, for a period of ten (10) years after the date upon which an urban redevelopment corporation formed pursuant to Chapter 353, Revised Statutes of Missouri ("Redevelopment Corp.") becomes the owner of such real property, except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, acquired and owned by the Redevelopment Corp., as was determined by the Assessor of the City of St. Louis ("Assessor") for taxes due and payable thereon during the calendar year preceding the calendar year during which the Redevelopment Corp. acquired title to such real property. The amounts of such tax assessments shall not be increased during such ten (10) year period so long as the real property is used in accordance with the Redevelopment Plan.

For the next ensuing period of fifteen (15) years, ad valorem taxes upon such real property shall be measured by the assessed valuation thereof as determined by the Assessor upon the basis of fifty percent (50%) of the true value of such real property, including any improvements thereon, and such valuations shall not be increased above fifty percent (50%) of the true value of such real property from year to year during such next ensuing period so long as the real property is used in accordance with the Redevelopment Plan.

After a period totaling not more than twenty-five (25) years from the date of acquisition by the Redevelopment

Corp., such real property shall be subject to assessment and payment of all ad valorem taxes, based on the full true value of the real property.

These tax relief provisions shall run with the land and inure to all successors and assigns of the Redeveloper so long as such successors or assigns shall continue to use such property in the Area in accordance with the Plan.

Exhibit "2"

A portion of Block 504 in the City of St. Louis more specifically described as follows:

Beginning at the point of intersection of the west line of a 15 foot wide north-south alley in City Block 504 and the north line of Pine St. (60 feet wide); thence eastwardly along said north line of Pine St. across all intersecting alleys to its point of intersection with the west line of Tucker Blvd. (150 Foot wide); thence northwardly along said west line of Tucker Blvd. to its point of intersection with the south line of Olive St. (100 feet wide); thence westwardly along said south line of Olive St. across all intersecting alleys to its point of intersection with the east line of property now, or formerly, owned by Thomas Broyhill & James Biship, ETAL; thence southwardly along said east property line to its point of intersection with the north line of an east-west 15 foot wide alley in City Block 504; thence westwardly along said north line of said east-west alley to its point of intersection with the west line of a 15 foot wide north-south alley in City Block 504; thence southwardly along said west line of said north-south alley to its point of intersection with the north line of Pine St., the point of beginning.

Approved: May 3, 2001