

ORDINANCE #65303
Board Bill No. 129

An ordinance providing for the unconditional vacation of a 25 foot x 60 foot portion of public air rights approximately 15 feet above Walnut Street between 11th Street and Tucker Boulevard adjoining City Blocks 206N and 206S and authorizing construction of a portion of a structure in the vacated area in the City of St. Louis, Missouri and containing an emergency clause.

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

SECTION ONE: The following public air rights is hereby vacated and abolished, unconditionally and without any reservation of rights herein, in the project area:

Beginning at a point in the eastern line of Tucker Boulevard, 100 feet wide, and the southern line of Walnut Street, 60 feet wide; thence easterly along the south line of Walnut Street south 72 degrees 36 minutes 26 seconds east, 95.50 feet to the point of beginning; thence leaving the south line of Walnut Street in a northerly direction north 17 degrees 27 minutes 7 seconds east 60.00 feet to the north line of Walnut Street; thence along the north line of Walnut Street easterly north 72 degrees 36 minutes 26 seconds west, 20.00 feet; thence leaving the north line of Walnut Street southerly south 17 degrees 27 minutes 07 seconds west, 60.00 feet to the south line of Walnut Street; thence westerly north 72 degrees 36 minutes 26 seconds west, 20.00 feet to the point of beginning and containing 1,111 square feet. (Top of asphalt paving at center line of Walnut Street and centerline of above described parcel is at elevation 512.69).

shall be and is hereby vacated.

SECTION TWO: The City of St. Louis will construct a bridge to connect the Justice Center with the jail.

SECTION THREE: An appropriate application shall be filed with the Building Division and there shall be submitted detailed plans for the erection, construction and use of the buildings, structures and related facilities which are to be constructed over the areas described in Section One.

SECTION FOUR: Notwithstanding any provisions of the Revised Code of St. Louis or the Ordinances of the City of St. Louis to the contrary, the Board of Public Service and the Building Division are hereby authorized and directed to issue building permits for the erection, construction and use of buildings, structures and related facilities, as well as any future additions, alterations or improvements thereto and renewals and rebuildings thereof, in the areas vacated pursuant to the provisions of Section One hereof when the Building Division shall find that:

1. The proposed plans and specifications of such buildings, structures and related facilities are such that said buildings, structures and related facilities will be located within the boundaries of the areas vacated by Section One.
2. The proposed manner of construction pursuant to the proposed plans and specifications of such buildings, structures and related facilities shall be such as to not unduly interfere with traffic on the public right-of-way.
3. Materials proposed in the plans and specifications to be used in constructing the said buildings, structures and other facilities shall be such as are customarily used in projects of this type involving construction over highway rights-of-way.

SECTION FIVE: The present owners and any successors and assigns of the ownership of the real property abutting the areas described in Section One shall be bound by the following terms and conditions:

1. They shall indemnify and hold harmless the City of St. Louis against any liability, loss of damage arising out of, or in connection with the construction, maintenance and occupancy of the buildings, structures and related facilities above the public right-of-way.
2. All construction of and repair and maintenance to the exterior portions of the buildings, structures and related facilities above the public right-of-way shall be performed only at such times and by such methods as Board of Public Service shall permit, except in the case of an emergency.
3. No advertising signs, displays or devices shall be placed above the public right-of-way unless approved by the Board of Public Service.
4. No hazardous or unreasonably objectionable smoke, fumes, vapor or odor shall be permitted to descend to the grade line of the public right-of-way.
5. All buildings, structures and related facilities over the public right-of-way shall be properly maintained so as to safeguard adequately said buildings, structures and related facilities against fire and other hazards.
6. The City of St. Louis or its authorized agent shall have the reasonable right to enter into and inspect all buildings,

structures and related facilities maintained over the public right-of-way.

7. All buildings, structures and related facilities located over the public right-of-way shall comply with all regulations imposed by the City of St. Louis to protect against fire and other hazards which would impair the use and safety of the public right of way.

8. In the use of the air space over the public right-of-way, all necessary and appropriate safeguards to protect the public right-of-way shall be provided.

9. All construction in, and use of, the air space over the public right-of-way shall be in compliance with the rules, regulations and requirements established by the Department of Streets of the City of St. Louis.

10. Upon completion of the construction of the buildings, structures and related facilities contemplated hereby, the present owners or its successors and assigns shall furnish the City of St. Louis evidence of fire and extended coverage insurance and public liability insurance during the time the air space over the public right-of-way shall be occupied by the aforementioned buildings, structures or related facilities and such policies of insurance shall be in such reasonable amounts as set by Board of Public Service and shall contain a provision waiving subrogation against the City of St. Louis.

SECTION SIX: The passage of this Ordinance being deemed necessary to the carrying out of a public project and the development of a public work or improvement, for the immediate preservation of the public peace, health, and safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: October 29, 2001

ORDINANCE #65304
Board Bill No. 130

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on an excess irregular portion of First Street – 24 feet ± 24 feet x 229 feet beginning at Biddle Street and extending southwardly to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A tract of land being a portion of First Street, 60 feet wide, adjoining Blocks 19 and 22, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at the point of intersection of the eastern line of First Street, 60 feet wide, with the southern line of property described in deed to the City of St. Louis, for the widening of Biddle Street, recorded in Book 786-M page 1570, City of St. Louis Recorder's Office; thence south 4 degrees 28 minutes 56 seconds east 228.78 feet, along the eastern line of said First Street; thence northwestwardly 7.43 feet, along a curve to the left having a radius of 1072.12 feet, the chord of which bears north 24 degrees 08 minutes 57 seconds west 7.43 feet; thence north 14 degrees 37 minutes 30 seconds west 156.16, to the centerline of said First Street, 60 feet wide; thence north 16 degrees 53 minutes 25 seconds west 79.89 feet, along a line distant 30.00 feet east of and parallel with the western line of property described in deed to the City of St. Louis, for the widening of Biddle and First Streets, recorded in Book 786-M page 1577, City of St. Louis Recorder's Office, to the western prolongation of the southern line of said Biddle Street, as widened; thence south 82 degrees 33 minutes 52 seconds east 48.20 feet, along said prolongation of the southern line of said Biddle Street, to the point of beginning and containing 0.1213 acre.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioner is St. Louis Merchant Bridge Terminal Railroad Co.

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

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

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or

planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

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

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

SECTION NINE: This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owner or owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Transportation Division estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposit being made to the benefit of the Water Division and the Traffic and Transportation Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owner or owners shall within said time, deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director, the Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owner or owners.

SECTION TEN: An affidavit stating that all of the conditions of this ordinance have been/will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the date of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: October 29, 2001

ORDINANCE #65305
Board Bill No. 156

An ordinance pertaining to operating a motor vehicle while under the influence of intoxicating liquor, amending subsections 827.300 and 827.320 of Section One of Ordinance 57831, approved on April 19, 1979, now codified as sections 17.16.300 and 17.16.320 of the Revised Code for the City of St. Louis by reducing the blood alcohol content sufficient for prosecution for Driving While Intoxicated or Blood Alcohol Content from ten hundredths of one percent by weight of alcohol to eight hundredths of one percent by weight of alcohol and containing an emergency clause.

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

SECTION ONE. Subsections 827.300 and 827.320 of Section One of Ordinance 57831, approved on April 19, 1979, now codified as sections 17.16.300 and 17.16.320 of the Revised Code for the City of St. Louis are hereby amended as follows:

17.16.300 Evidence to determine levels of intoxication.

A. Upon the trial arising out of acts alleged to have been committed by any person while operating a vehicle while under the influence of intoxicating liquor, the amount of alcohol in the person's blood at the time alleged as shown by chemical analysis of the person's blood, urine, breath is admissible into evidence. Such evidence shall be construed as follows:

1. If there was five hundredths of one percent or less by weight in his blood, it shall be presumed that the person was not under the influence of intoxicating liquor.

2. If there was in excess of five hundredths of one percent but less than eight hundredths of one percent by weight of alcohol in his blood, the fact shall not give rise to any presumption that the person was or was not under the influence of an intoxicating liquor, but the fact may be considered with other competent evidence in determining whether the person was or was not under the influence of an intoxicating liquor.

3. If there was eight hundredths of one percent or more by weight of alcohol in the person's blood, this shall be

prima facie evidence that the person was under the influence of an intoxicating liquor. Percent by weight of alcohol in the blood shall be based upon grams of alcohol per one hundredth milliliters of blood.

B. The foregoing privations of this section shall not be construed as limiting the introduction of any other competent evidence bearing upon the questions whether the person was under the influence of an intoxicating liquor.

17.16.320 Blood alcohol content.

A. No person shall operate a motor vehicle within the city when the person has eight hundredths of one percent or more by weight of alcohol in his blood. As used in this section, percent by weight of alcohol in the blood shall be based upon grams of alcohol per one hundred milliliters of blood and may be shown by chemical analysis of the person's blood, breath, saliva or urine. This chemical analysis shall be admitted into evidence.

B. For the purpose of determining the alcoholic content of a person's blood under this section, the test shall be conducted in accordance with the provisions of Section 17.16.310.

SECTION TWO. Emergency clause.

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

Approved: October 29, 2001

**ORDINANCE #65306
Board Bill No. 182
Committee Substitute**

An ordinance pertaining to parking; repealing Ordinances 63467 and 64251 and enacting in lieu thereof a new ordinance prohibiting the parking of vehicles, except for such vehicles owned or operated by individuals designated by the Presiding Judge of the Twenty-Second Judicial Circuit, on the east side of Tucker Boulevard, the south side of Market Street, the west side of 11th Street and the north side of Walnut Street as such streets are appurtenant to City Block 206 North; requiring each authorized individual to display an approved parking placard; further authorizing the Director of Streets to designate no more than three parking spaces on the west side of 11th Street between Walnut Street and Market Street for use by the United States Food and Drug Administration; further requiring that each placard display the ordinance number and prohibiting use or possession of an unauthorized duplication of such placard; containing exceptions and a penalty clause.

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

SECTION ONE. Ordinance 63467, approved on May 24, 1995 and Ordinance 64251, approved on January 21, 1998, are hereby repealed. In lieu thereof the following ordinance is enacted:

SECTION TWO. No person, firm, or corporation shall park any vehicle, except for such vehicles owned or operated by individuals designated by the Presiding Judge of the Twenty-Second Judicial Circuit, on the east side of Tucker Boulevard, the south side of Market Street, the west side of 11th Street and the north side of Walnut Street as such streets are appurtenant to City Block 206 North. The provisions of this section shall not apply to any vehicle temporarily stopped at a space currently designated as "Disabled Drop-off Only" or to any permitted vehicle parked in a space designated for the United States Food and Drug Administration. The Director of Streets is authorized to designate no more than three parking spaces on the west side of 11th Street between Walnut Street and Market Street for use by the United States Food and Drug Administration.

SECTION THREE: Each authorized individual shall display one (1) placard, approved by the Presiding Judge, in the front window of such vehicles, to indicate that the individual is on official court business.

SECTION FOUR. Each placard shall prominently display the number assigned to this ordinance by the Register of the City of St. Louis. Any duplication or photocopying of such placards which has not been authorized by the Presiding Judge is prohibited.

SECTION FIVE. Any person found guilty or entering a plea of guilty of possessing or using an unauthorized duplicate or photocopy of such placard shall be subject to a fine of not less than One Hundred Dollars (\$100.00) nor more than Five Hundred Dollars (\$500.00).

SECTION SIX. The Director of Streets is directed to revoke any parking permit for the are designated in Section One of this ordinance which does not comply with the provisions of this Ordinance.

Approved: October 29, 2001

ORDINANCE #65307
Board Bill No. 167
Committee Substitute

An ordinance approving a Redevelopment Plan for the 1911-23 East College Avenue Area ("Area") after finding that the Area is blighted 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), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", 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 July 24, 2001 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 no 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; finding that the property within the Area is unoccupied, 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 twenty-five (25) 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 Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 1911-23 East College Avenue," dated July 24, 2001, consisting of a Title Page, a Table of Contents Page, and Sixteen (16) 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 Planning Commission 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 LCRA 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 the Planning Commission 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 Planning Commission 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 the Planning Commission; 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 1911-23 East College Avenue 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 July 24, 2001 ("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 no property in the Area by the exercise of eminent domain.

SECTION NINE. The property within the Area is currently unoccupied, but if it should become 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 twenty-five years (25) 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.

For the ensuing period of up to fifteen (15) years following the original period stated above, any such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

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 twenty-five (25) 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 twenty-five (25) 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 Planning Commission of the City. 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.

EXHIBIT "A"

THE 1911-23 EAST COLLEGE AVENUE AREA

LEGAL DESCRIPTION

A portion of block 3399 in the City of St. Louis, more specifically described as follows:

Beginning at the point of intersection of the north line of E. College Ave. (60' wide) and the west line of a North-South 15 foot wide alley in City Block 3399; thence northwardly along said west alley line to its point of intersection with the south line of an east-west 20 feet wide alley in City Block 3399; thence westwardly along said south alley line 135 feet more or less to its point of intersection with the west line of property now, or formerly, owned by Eddie L. and Carmen M. Gamble, known and numbered 1923 E. College Ave which includes Lot W-1 E-2 of College Farms Addn.; thence southwardly along said west property line to its point of intersection with the north line of E. College Ave.; thence eastwardly along said north line of E. College Ave. to the point of beginning.

**EXHIBIT "B"
Form: 10/11/01**

**BLIGHTING STUDY AND PLAN
FOR THE
1911-23 EAST COLLEGE AVENUE AREA
PROJECT # 9326
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
July 24, 2001**

**MAYOR
FRANCIS G. SLAY**

**BLIGHTING STUDY AND PLAN FOR
THE 1911-23 EAST COLLEGE AVENUE 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	2
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	4
9.	PARKING REGULATIONS	5
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	7
E.	COOPERATION OF THE CITY	7

F. TAX ABATEMENT 7

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS 7

 1. LAND USE 7

 2. CONSTRUCTION AND OPERATIONS 7

 3. LAWS AND REGULATIONS 8

 4. ENFORCEMENT 8

H. MODIFICATIONS OF THIS PLAN 8

I. DURATION OF REGULATION AND CONTROLS 8

J. EXHIBITS 9

K. SEVERABILITY 9

EXHIBITS

- "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 1911-23 College Ave. Area ("Area") encompasses approximately 0.62 acres in the College Hill neighborhood of the City of St. Louis ("City") in the block bounded by Conde Street on the north, College Avenue on the east, Emily Street on the south and E. Warne Avenue on 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 five parcels of City block 3399. 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 6.5% unemployment rate for the City as of April, 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area includes five unoccupied vacant lots.

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 purposes.

Residential density for the surrounding neighborhoods is approximately 17.36 persons per acre.

5. CURRENT ZONING

The Area is zoned "F" Neighborhood Commercial 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 vacant land 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 residential usage.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area is residential usage permitted in Areas designated "F" Neighborhood Commercial 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 be permitted to use said property only for the above proposed uses.

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

3. PROPOSED ZONING

The zoning for the Area can remain "F" Neighborhood Commercial 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

No new jobs will be created in this Area because the proposed development is residential.

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 these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be developed so it is an attractive residential asset 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.

New construction shall be compatible in design with the surrounding neighborhood, if any, in terms of scale, materials, set back, profile and site layout.

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, depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. If necessary, sidewalks shall be notched to accommodate the trees.

Ornamental or shade trees should be provided in the front lawns along with evergreen accent shrubs.

Existing, healthy trees 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.

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, 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.

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. All new signs shall be restricted to standard sale/lease signs.

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 not acquire any property in the Area by the exercise of eminent domain.

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. (1994) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

The property within the Area is currently unoccupied. If it should become 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) 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 twenty-five (25) 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.

For the ensuing period of up to fifteen (15) years following the original period stated above, such corporation shall pay taxes and payments in lieu of taxes as provided above in an amount based upon fifty percent (50%) of the then normal assessment of the land and improvements. Thereafter any such corporation shall pay the full amount of taxes.

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 twenty-five (25) 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 twenty-five (25) 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 "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 twenty-five year (25) periods unless before the commencement of any such twenty-five (25) 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"

THE 1911-23 EAST COLLEGE AVENUE AREA

LEGAL DESCRIPTION

A portion of block 3399 in the City of St. Louis, more specifically described as follows:

Beginning at the point of intersection of the north line of E. College Ave. (60' wide) and the west line of a North-South 15 foot wide alley in City Block 3399; thence northwardly along said west alley line to its point of intersection with the south line of an east-west 20 feet wide alley in City Block 3399; thence westwardly along said south alley line 135 feet more or less to its point of intersection with the west line of property now, or formerly, owned by Eddie L. and Carmen M. Gamble, known and numbered 1923 E. College Ave which includes Lot W-1 E-2 of College Farms Addn.; thence southwardly along said west property line to its point of intersection with the north line of E. College Ave.; thence eastwardly along said north line of E. College Ave. to the point of beginning.

See attached Exhibits B, C & D

EXHIBIT "E"
FORM: 05/26/99

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 Redevelopment 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.

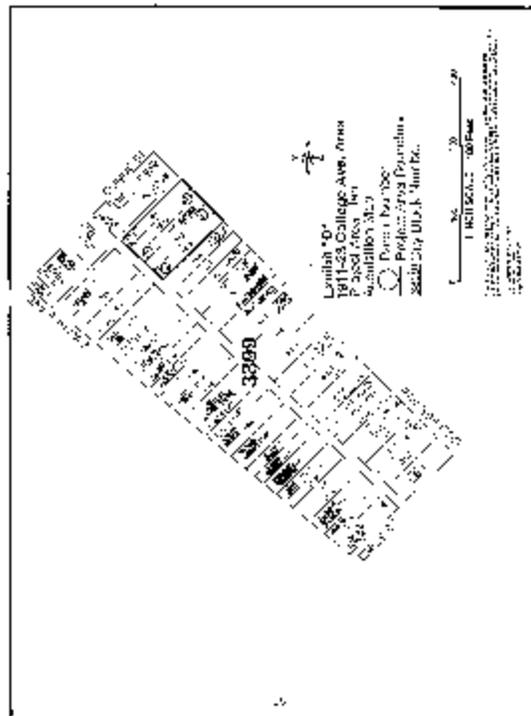
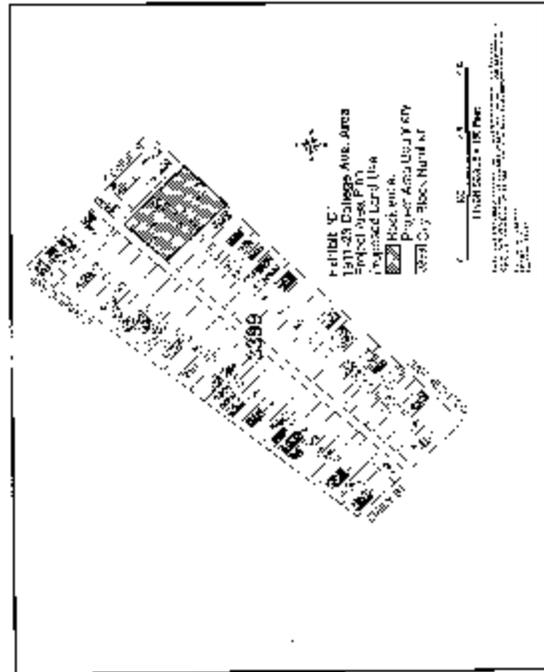
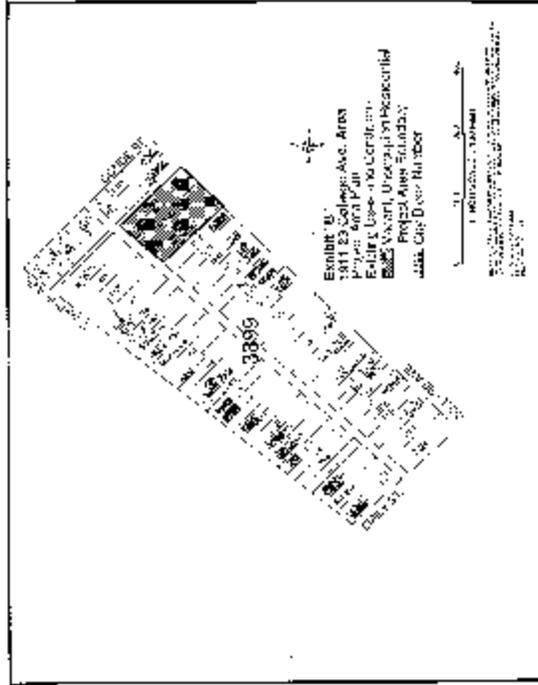
The Redevelopment shall fully comply with Executive Order #28 dated July 24, 1997 relating to minority and women-owned business participation in City contracts.

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: November 6, 2001

ORDINANCE NO. 65307 - EXHIBITS B, C & D



ORDINANCE #65308
Board Bill No. 178

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell its Down Payment Assistance Note, Series 2001 (the "Series 2001 Note"), in a principal amount not to exceed Six Hundred Thousand Dollars (\$600,000), in order to provide additional funds for a down payment assistance program for single family residences in the City of St. Louis, on behalf of, and all for the general welfare, safety and benefit of, the citizens of the City of St. Louis, Missouri (the "City"); authorizing and directing the Corporation to execute and deliver the Amended and Restated Master Note Purchase Agreement (the "Note Purchase Agreement"), the Amended and Restated Custody and Disbursing Agent Agreement (the "Custody Agreement") and the Series 2001 Note; authorizing the City to execute the Note Purchase Agreement and the Custody Agreement; directing that the Reserve Amount listed therein be from funds released from the Note Reserve Account for the Series 2000 Note to be deposited in the 2001 Note Reserve Account with the Custodian and administered as provided in the Custody Agreement; and authorizing the Comptroller and any other appropriate City officials, if necessary, to execute such documents related thereto; and authorizing and directing the taking of other actions, approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof.

WHEREAS, the City is authorized pursuant to its charter to do all things whatsoever expedient for promoting or maintaining the comfort, education, morals, peace, government, health, welfare, trade, commerce or manufactures of the City or its inhabitants; and

WHEREAS, in order to alleviate the existing shortage of decent, safe and sanitary residential housing available at affordable prices within the City, the Board of Aldermen by Ordinance No. 64786 has approved, in cooperation with the Corporation and Fannie Mae, the Down Payment Assistance Program; and

WHEREAS, the Corporation has previously issued its Down Payment Assistance Note, Series 2000 (the "Series 2000 Note"), in the principal amount of \$1,250,000 and a portion of the proceeds of the sale of such Series 2000 Note remain in the Note Funding Account; and

WHEREAS, the Board of Aldermen of the City has determined that to this end it is appropriate for the City to authorize the deposit of certain funds of the City released from the Program's Note Reserve Account because of the prepayment of certain amounts on the Series 2000 Note and by this Ordinance is appropriating such funds to be deposited in the 2001 Note Reserve Account; and

WHEREAS, the Board of Aldermen hereby finds and determines that the continuation of the Down Payment Assistance Program and the funding of the 2001 Note Reserve Account furthers a valid public purpose; and

WHEREAS, it is necessary and desirable in connection with the Program for the City and the Corporation to enter into the Note Purchase Agreement, the Custody Agreement; and execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

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

Section 1. Definitions. Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Note Purchase Agreement or the Custody Agreement.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City to authorize and direct the Corporation to issue its Down Payment Assistance Note, Series 2001, to provide additional funds for the Down Payment Assistance Program and to pay reasonable expenses, if any, incurred by the Corporation and City in connection with the issuance and sale of the Series 2001 Note;

Section 3. Authority and Direction to Issue Series 2001 Note. The City hereby authorizes and directs the Corporation to issue up to Six Hundred Thousand Dollars (\$600,000) of notes pursuant to the provisions of the Note Purchase Agreement, entitled Down Payment Assistance Note, Series 2001 (the Series 2001 Note), on behalf of the City, for the purpose of providing additional funds for the Down Payment Assistance Program and pay any related costs thereto. The Series 2001 Note (i) shall have a final maturity not more than 11 1/2 years from its date of issuance, (ii) shall bear a fixed rate of interest of not more than 8%, and (iii) shall be sold for the par amount thereof.

Section 4. Limited Obligations. The Series 2001 Note and the interest thereon shall be limited obligations payable by the Corporation solely from the Accounts established in and as provided in the Custody Agreement. The Series 2001 Note and the interest thereon shall not constitute an indebtedness of the City or State of Missouri within the meaning of any constitutional or statutory debt limitation or restriction. The issuance of the Series 2001 Note will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. The terms and provisions of the Series 2001 Note shall be as provided for in the Note Purchase Agreement.

Section 5. Authority and Direction to Execute and Deliver Certain Documents. In connection with the issuance of the Series 2001 Note, the City hereby authorizes and directs the Corporation to execute and deliver the Note Purchase Agreement and the Custody Agreement, in substantially the forms attached hereto as Exhibit A and Exhibit B respectively, with such changes as may be approved by the City, the City's execution and delivery of the Note Purchase Agreement and the Custody Agreement. The City hereby authorizes and directs the Corporation to execute and deliver the Note Purchase Agreement, the Series 2001 Note and the Custody Agreement with such changes as may be approved by the Corporation, the Corporation's execution and delivery thereof to

evidence such approval.

Section 6. Authority and Direction to Sell the Series 2001 Note in a Negotiated Sale. In connection with the issuance of the Series 2001 Note, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with Fannie Mae, subject to the provisions of this Ordinance.

Section 7. Authorization with Respect to Execution and Delivery of Documents. The Note Purchase Agreement and the Custody Agreement substantially in the forms attached hereto as Exhibits A and B respectively, are hereby approved, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, acknowledge and deliver the Note Purchase Agreement and the Custody Agreement in substantially such forms, with such changes therein and the completions and modifications thereof not inconsistent with the provisions of this Ordinance as the Mayor and Comptroller shall approve and which the City Counselor shall approve as to form, and the Register of the City is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same and the signature of the Mayor and the Comptroller shall be conclusive as to their approval of such changes or modifications by the City.

Section 8. Appropriation of City Funds to Note Reserve Fund. The Board of Aldermen hereby directs that an amount equal to 25% of the principal amount of the note plus a reasonable amount for costs of issuance of the Series 2001 Note from funds released from the Note Reserve Account as a result of the prepayment of a portion of the Series 2000 Note be deposited into the 2001 Note Reserve Account and used to pay costs of issuance of the Series 2001 Note. Amounts deposited to the 2001 Note Reserve Account shall be used as a reserve fund for the Series 2001 Note and administered pursuant to provisions of the Custody Agreement.

Section 9. Further Authority. The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Amended and Restated Master Note Purchase Agreement and the Custody Agreement.

Section 10. Incorporation of Exhibits. All exhibits attached to this Ordinance are hereby incorporated herein by this reference as if such exhibits are fully set forth herein.

EXHIBIT A
AMENDED AND RESTATED MASTER NOTE PURCHASE AGREEMENT
(TO BE SUPPLIED LATER)

EXHIBIT B
AMENDED AND RESTATED CUSTODY AND DISBURSING AGENT AGREEMENT
(TO BE SUPPLIED LATER)

See attached **Exhibits A** (Restated Master Note Purchase Agreement) and **Exhibit B** (Restated Custody and Disbursing Agent Agreement) on file in the Register's office.

Approved: November 6, 2001

ORDINANCE #65309
Board Bill No. 121
Floor Substitute

An ordinance pertaining to the repair of sidewalks in the City of St. Louis, amending Ordinance 61309, approved on March 3, 1989, by prohibiting the Street Department from requiring property owners to pay the repair cost of any portion of a sidewalk which has been damaged by trees growing in the public easement immediately adjacent to the sidewalk; and containing an emergency clause.

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

SECTION ONE. Ordinance 61309, as codified in Section 20.26.240, is hereby amended to read as follows:

20.26.240 Residential walks—Authority of Street Department to repair.

A. The Street Department is hereby authorized to repair or have repaired residential sidewalks for dwelling units or residential properties as hereinafter defined, which are in poor condition and need of repair as determined by the Street Commissioner or the Commissioner's designee and requiring that the property owners pay one-half of the total repair cost.

B. As used in this section the following definitions shall apply:

1. "Single-family" means a building containing one dwelling unit.
2. "Two-family" means a building containing two dwelling units.
3. "Residential four-family" means a building containing four (4) dwelling units, one of which dwelling unit is

occupied by the owner of the structure.

4. "Residential condominium or townhouse" means a building containing more than one dwelling unit, all of which dwelling units are owned individually and separately.

C. Notwithstanding any provision of this ordinance to the contrary, owners of residential and commercial property shall not be required to pay the repair cost of any portion of an adjacent sidewalk which has been damaged by trees growing in the public easement immediately adjacent to such sidewalk.

SECTION TWO. Emergency clause.

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

Approved: November 6, 2001

ORDINANCE #65310 Board Bill No. 141

An ordinance recommended by and authorizing and directing the Board of Public Service to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and otherwise provide for the extension and improvement of the municipal waterworks system by the installation and replacement of valving and water mains, and the cleaning and relining of water mains in the water distribution system of the City of St. Louis Water Division; to appropriate and pay the estimated cost of One Million Five Hundred Thousand Dollars (\$1,500,000), with Nine Hundred Fifty Thousand Three Hundred Twenty Dollars and Seventy-Nine Cents (\$950,320.79) appropriated from the Waterworks Construction Account and Five Hundred Forty-Nine Thousand Six Hundred Seventy-Nine Dollars and Twenty One Cents (\$549,679.21) appropriated from the Water Contingent Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994; containing sections for description of work, approval of plans and specifications, work and material guarantees, estimated expenditures, allocation and reversion authorizations, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

SECTION ONE. The Board of Public Service is hereby authorized and directed to let contracts, purchase materials, equipment and supplies, employ labor, hire consultants, pay fees, salaries and wages, and otherwise provide for the design and construction for the extension and improvement of the principal waterworks system by the installation and replacement of valving and water mains, and the cleaning and relining of water mains in the distribution system of the City of St. Louis water Division in accordance with the plans and specifications approved and adopted by the Board of Public Service.

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

SECTION THREE. Any contract, or contracts, shall provide that the contractor, contractors, doing said work shall guarantee and keep in good repair all of the work and materials used in connection therewith for a term of at least one (1) year, commencing on the date of acceptance of the work by the City.

SECTION FOUR. The sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) is hereby appropriated and allocated to pay the estimated cost of the work authorized herein, with Nine Hundred Fifty Thousand Three Hundred Twenty Dollars and Seventy Nine Cents (\$950,320.79) appropriated from the Waterworks Construction Account, pursuant to Section Five Hundred Two (502) of Ordinance Number 63135, approved March 29, 1994. All funds remaining in this appropriation and allocation, after the final time of acceptance of the work, shall revert to the same source from which they were appropriated and allocated, after the expiration of any guarantee period.

SECTION FIVE. All construction contracts let under authority of this ordinance shall provide no less than the prevailing hourly rate of wages be paid in the City of St. Louis, as determined by the Federal Davis-Bacon Act and the Department of Labor and Industrial Relations of the State of Missouri; said prevailing wage should be paid for each craft or type of worker needed in the actual construction work of the job herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work. All labor performed under this contract shall be subject to the provisions of Section 290.210 to 290.340 inclusive, of the Revised Statutes of Missouri, 1986, as amended, and the Charter and Code of the City of St. Louis.

SECTION SIX. The Comptroller of the City of St. Louis shall be hereby directed to draw warrants from time to time on the treasurer of said city for the several payments and costs specified in Section One hereof.

SECTION SEVEN. All specifications approved by the Board of Public Service and contracts let under the authority of this ordinance shall provide for compliance with all ordinances and Mayor's Executive Orders on equal opportunity and on selection of experts and consultants except when superceded or otherwise prohibited by Federal or State Regulations.

SECTION EIGHT. All advertisement for bids pursuant to this ordinance shall be subject to Section 8.250 of the Revised Statutes of Missouri, 1986, as amended.

SECTION NINE. This being an ordinance providing for public work and improvements, and the passage thereof being deemed necessary for the immediate preservation of the public health and safety, and emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter of the City of St. Louis and the ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 6, 2001

**ORDINANCE #65311
Board Bill No. 150**

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City") in accepting and executing on behalf of the City a certain "AMENDMENT NUMBER 1" dated July 12, 2001, which is filed in the Office of the City Register and is incorporated herein, to the "Grant Agreement" for Project Number 3-29-0085-47, Contract Number DTFA09-97-A-40058, dated September 30, 1997, authorized by Ordinance 64189 approved November 17, 1997, for a maximum federal obligation of Eight Hundred Thousand Dollars (\$800,000), AMENDMENT NUMBER 1 amends the description of the development to be accomplished under the project; amending Section One of Ordinance 64189 by deleting and substituting certain words and adding a special condition as provided in Section Three of this Ordinance; and containing an emergency clause.

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

SECTION ONE. The actions of the Mayor and the Comptroller in accepting and executing on behalf of the City of St. Louis (the "City") an "AMENDMENT NUMBER 1" dated July 12, 2001, which is filed in the Office of the City Register and is incorporated herein, to the "Grant Agreement" for Project Number 3-29-0085-47, Contract Number DTFA09-97-A-40058, dated September 30, 1997, authorized by Ordinance 64189 approved November 17, 1997, for a maximum federal obligation of Eight Hundred Thousand Dollars (\$800,000), is hereby ratified and approved.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement, which is filed in the Office of the City Register, not inconsistent with AMENDMENT NUMBER 1 are hereby ratified and approved and made a part hereof.

SECTION THREE. Section One of Ordinance 64189 approved November 17, 1997 is hereby amended by deleting from a portion of the description of development the following words:

"... sales/transaction assistance and an avigation easement acquisition program;"

and substituting the following words:

"... sales/transaction assistance, an avigation easement acquisition program and reimburse for land acquired in fee for noise mitigation;"

and adding a special condition, as follows:

"It is understood and agreed by and between the parties hereto that the Sponsor shall not make a request for reimbursement or a letter of credit drawdown for costs of acquiring land interests in this project until the Sponsor has requested an Informal Amendment to add the specific parcels to this Grant Agreement and submitted a Certificate of Title or satisfactory preliminary evidence that it has acquired good title to the parcel for which payment is sought."

SECTION FOUR. This being an ordinance providing for a Public Work and Improvement Program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter, and shall become effective immediately upon approval of the Mayor of the City.

Approved: November 6, 2001

**ORDINANCE #65312
Board Bill No. 168**

An ordinance recommended by the Board of Public Service authorizing and directing the Mayor and the Comptroller, on behalf of the City of St. Louis, to enter into and execute a Designated Marks and Copyright License Agreement and an Agreement for Torch Relay Services with the Salt Lake Organizing Committee for the Olympic Winter Games of 2002, a Utah nonprofit corporation.

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

SECTION ONE. The Mayor and the Comptroller are hereby authorized and directed, on behalf of the City of St. Louis to enter into and execute a Designated Marks and Copyright License Agreement and an Agreement for Torch Relay Services (hereinafter

"Agreements") with Salt Lake Organizing Committee for the Olympic Winter Games of 2002. Said Agreements shall substantially in words and figures as the attached Agreements, which are made part of this Ordinance and are on file in the registers Office.

**AGREEMENT
FOR TORCH RELAY SERVICES
BETWEEN
SALT LAKE ORGANIZING COMMITTEE
FOR THE OLYMPIC WINTER GAMES OF 2002
AND
CITY OF ST. LOUIS
TABLE OF CONTENTS**

	<u>Page</u>
RECITALS	3
ARTICLE I: DEFINITIONS	4
ARTICLE II: SCOPE	5
ARTICLE III: ROLES	6
ARTICLE IV: TERM	11
ARTICLE V: LIABILITY AND INSURANCE	11
ARTICLE VI: TERMINATION	13
ARTICLE VII: CONFIDENTIAL INFORMATION	13
ARTICLE VIII: LICENSE	13
ARTICLE IX: MISCELLANEOUS	14
EXHIBIT A: DESIGNATED MARKS AND COPYRIGHTS LICENSE AGREEMENT	

AGREEMENT FOR TORCH RELAY SERVICES

THE TORCH RELAY SERVICES AGREEMENT ("Agreement") is entered into effective this ____ day of _____, 2001, between SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002 ("SLOC") and _____ [Name of Community] ("Community").

RECITALS:

A. SLOC is a Utah nonprofit corporation. SLOC has been appointed as the organizing committee for the 2002 Olympic Winter Games.

B. SLOC will organize and conduct the Salt Lake 2002 Olympic Torch Relay ("Relay"), by providing transportation of the Olympic Flame from Olympia, Greece, throughout the United States to Salt Lake City for the Opening Ceremonies of the Salt Lake Olympic Winter Games of 2002.

C. The Relay is made possible by the generous support of the Relay Presenting Sponsors, Coca-Cola and Chevrolet, as well as certain others, referred to as "Official Providers."

D. SLOC is proposing that the Relay be routed through Community's local government area.

E. SLOC has requested that, if the Relay is routed through Community's local government area, Community will provide certain support services to assist in the successful staging of the Relay.

F. Community has agreed to provide support services on the terms and conditions stated in this Agreement.

AGREEMENT

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

- 1.1 "Ambush Marketing" means an attempt by a third party not affiliated with the Relay to commercially profit from the Relay by falsely associating itself for its products with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants, or by falsely suggesting that it or its products are endorsed by or in association with the Games, Relay, SLOC, Relay Marks, Relay Imagery, Relay Logos or Relay participants.
- 1.2 "Community Celebration" refers to the events hosted by Community to celebrate the passage of the Relay along the national route.
- 1.3 "Confidential Information" means any written proprietary or other confidential information marked or noted to be confidential.
- 1.4 "Olympic Flame" means the flame ignited in Olympia, Greece and passed to SLOC.
- 1.5 "Force Majeure" means an act, omission or circumstance beyond the control of SLOC or Community, including fires, floods, snow storms, ice storms, accidents, riots, explosions, wars and hostilities, but excluding any strike or other industrial action.
- 1.6 "Games" means the Olympic Winter Games of 2002 to be held principally in Salt Lake City and surrounding areas in February 2002.
- 1.7 "IOC" means the International Olympic Committee.
- 1.8 "Official Providers" means those companies and organizations that are recognized by SLOC as helping to fund the Relay.
- 1.9 "OPUS" means the Olympic Properties of the United States.
- 1.10 "Party" or "Parties" means SLOC and/or Community, as appropriate for the context of use.
- 1.11 "Presenting Sponsors" means Coca-Cola and Chevrolet.
- 1.12 "Relay" means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, with the Olympic Flame routed through numerous communities in the United States and delivered to Salt Lake City for the Opening Ceremonies of the Games.
- 1.13 "Relay Imagery" means images of torches, torch bearers, torch relays, Relay-event footage, and depictions of mascots developed by SLOC for the Relay.
- 1.14 "Relay Logos" means the logos identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 1.15 "Relay Marks" means the marks and copyrighted materials identified or referenced in Exhibit A to the Designated Marks and Copyrights Agreement between the Parties and incorporated into this Agreement.
- 1.16 "SLOC Associated Parties" means SLOC, IOC, USOC, OPUS, Presenting Sponsors, Official Providers, official Olympic Merchandise licensees, Coltrin & Associates, ALEM, SLOC employees, contractors and employees and other SLOC designees.
- 1.17 "Torch(es)" means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.
- 1.15 "USOC" means the United States Olympic Committee.

ARTICLE II SCOPE

2.1 The Relay will begin in Olympia, Greece, and, after arriving in the United States, will travel through many communities across the nation. This Agreement identifies the rights and obligations of the Parties that will assist with the Relay, as well as certain rights of and obligations to third parties (such as Presenting Sponsors) that affect the manner in which this Agreement is to be implemented.

2.2 This Agreement also sets forth certain rights and obligations for cooperation and assistance between Community and SLOC in connection with the Relay.

ARTICLE III. ROLES

3.1 Role of SLOC.

SLOC is responsible for staging the Relay. SLOC agrees to stage the Relay within Community's local government area with the principal objectives of (i) showcasing the local government area and surrounding region, (ii) involving the community in the Relay and (iii) promoting the Games. In consultation with Community, as appropriate, SLOC shall,

- (1) select the Relay route,
- (2) review the Community Celebration site selection and help lay out and design the site,
- (3) develop and implement the SLOC Torchbearer selection process,
- (4) provide caravan vehicles and other transportation modes and equipment for handling the Olympic Flame,
- (5) provide Torches, portable cauldrons and safety lanterns,
- (6) coordinate with Community and city, county, state and federal governments and government agencies, as appropriate,
- (7) distribute the Torch Relay Community Planning Guide (hereinafter referred to as "Planning Guide") to Community,
- (8) develop the celebration format and review Community Celebration activities, and
- (9) assist Community with public relations to promote the Relay and the Community Celebration.

The parties acknowledge that SLOC possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

3.2 Role of Community

~~Community agrees to provide planning~~ advisory and operational support services (without charge to SLOC or SLOC Associated Parties) to assist in the successful staging of the Relay within the Community's local government area. The Planning Guide, which may be revised from time-to-time by SLOC, establishes the agreed operational support to be provided by Community. Although all services provided by Community as described in the Planning Guide are essential for the success of the Relay, the following responsibilities are identified in particular.

- (a) **Community Task Force** - In coordination with SLOC, Community agrees to establish and manage a Task Force to plan and operate the Relay and Community Celebration in the local government area, in accordance with Chapter 2, "Task Force Formation Guide" of the Planning Guide. Among other assignments, the Task Force will be responsible for helping to determine (i) the precise Relay route through the local government area, (ii) the selection of the Community Celebration site, (iii) the format and production of the Community Celebration, (iv) the selection of Torchbearers in accordance with Article 3.2 (l), below, and (v) SLOC crowd-building efforts along the Relay route.
- (b) **Planning Guide** - SLOC shall provide to Community chapters of the Planning Guide. Community agrees (i) to implement instructions contained in the Planning Guide and (ii) to distribute copies of chapters of the Planning Guide to appropriate members of the Task Force and other Community persons responsible for the Relay and Community Celebration.
- (c) **Ambush Marketing** - One primary objective of SLOC is the prevention of Ambush Marketing. Accordingly, Community agrees,
 - (1) not to enter into any sponsorship, marketing, merchandising or concessionaire arrangements in connection with the Relay, except for those specifically authorized by SLOC,
 - (2) neither directly nor indirectly (including through any agent of the local government) to cause or engage in any form of Ambush Marketing,
 - (3) to cooperate with SLOC to minimize Ambush Marketing,
 - (4) to promptly notify SLOC if Community becomes aware of any suspected Ambush Marketing activities by other parties,

- (5) to ensure for the duration of the event that the Relay route, the Community Celebration site and adjacent areas under the Community's control do not carry any form of temporary advertising or promotional material (recognizing existing contracts), except as approved by SLOC,
 - (6) to help select an alternate Relay route or Community Celebration site, as appropriate, if permanent advertising or promotional material not affiliated with the Relay is located along the Relay route or at the
 - (7) to ensure that all facilities and equipment, such as barriers, tents, tables, chairs, umbrellas, port-a-johns, concessionaire tents or sales vans, are free of advertising or other commercial messages and that such advertising and other commercial messages are masked (This applies regardless of whether the materials are purchased or provided free of charge and by any company or organization, including Olympic Games or Relay Presenting Sponsors or Official Providers.), and
 - (8) to prevent the distribution of product samples, premiums, promotional literature and other commercial materials in and adjacent to the Community Celebration site, except where expressly authorized by SLOC.
- (d) **Community Celebration Site Support Services** - Community agrees,
- (1) to select an appropriate site for the Community Celebration, subject to SLOC review,
 - (2) to provide the selected Community Celebration site and appropriate support services free of charge to SLOC and SLOC Associated Parties,
 - (3) to ensure that personnel and contracted labor from SLOC and SLOC Associated Parties are permitted at no cost to erect the Community Celebration stage, including construction, electrical, sound, and lighting work, retail selling and general operational activities,
 - (4) to ensure that the Community Celebration site is clean, in good repair and in good operating order for the Community Celebration,
 - (5) to ensure that an effective traffic management plan for movement of spectators to and from the Celebration site is established and that adequate resources are provided to assist in the implementation of the plan,
 - (6) to ensure an adequate level of lighting at the Community Celebration site,
 - (7) to provide entry to the Community Celebration site free of charge to the general public,
 - (8) to disallow commercial messaging and social propaganda by speakers and entertainers,
 - (9) to mask all commercial identification on clothing and equipment of speakers and entertainers,
 - (10) to restrict food and beverage from the Community Celebration stage, and
 - (11) to ensure that all commercial and non-commercial activities proposed at the Community Celebration Site are submitted to SLOC for approval no later than 30 September 2001.
- (e) **Law Enforcement and Traffic Management Support** - Community agrees,
- (1) to provide all appropriate assistance to SLOC to plan the Relay route through the local government area. This includes police and traffic department personnel to assist in route selection and the development of a traffic management plan, including the identification of road closures, the need for barrier deployment and other traffic management requirements for the Relay route,
 - (2) to implement the traffic management plan, including police or other service personnel to close roads, deploy barricades and conduct other appropriate traffic management operations,
 - (3) to provide appropriate resources (but not less than two police vehicles as direct Relay escorts) to assure safety and security for the Relay caravan through the local government area,
 - (4) to provide an adequate law enforcement response capability to undertake necessary police action in the event of threats or actual physical acts that might place the safety of Relay participants in jeopardy,

- (5) to advise the SLOC Relay Security Manager of any known or perceived security risks in the local government area, and
- (6) to provide adequate law enforcement and other service personnel for crowd control and direction along the Relay route and at the Community Celebration site.
- (f) **Medical Services** - Community agrees to provide adequate on-call Emergency Medical Service (EMS) vehicle(s) and qualified personnel dedicated to the Relay and also the Community Celebration site. In particular, the EMS vehicle(s) and personnel shall be positioned at agreed-upon location(s) to provide an EMS response capability in the event of an incident involving a Relay participant.
- (g) **Sanitation Services** - Community agrees,
 - (1) to ensure that the Community Celebration site is kept to a reasonable standard of cleanliness throughout the celebration,
 - (2) to provide post-event cleaning and waste management services along the Relay route and at the Community Celebration site,
 - (3) to provide an adequate number of dumpsters or waste containers along the Relay route and at the Community Celebration site, and
 - (4) to provide adequate clean restroom facilities (including portable facilities) where appropriate at the Community Celebration site.
- (h) **Permits** - Community shall obtain all required permits. In the event any permit is required for SLOC or SLOC Associated Parties for the Relay or Community Celebration, Community agrees to waive all such permits or to issue such permits at no cost to SLOC and SLOC Associated Parties for the following activities:
 - (1) movement of the Relay caravan through the local governments area,
 - (2) events conducted at the Community Celebration site,
 - (3) erection of temporary facilities at the Community Celebration site, including but not limited to the SLOC stage and a mobile video screen,
 - (4) promotional activities conducted at the Community Celebration site by SLOC and SLOC Associated Parties,
 - (5) movement of the Coca-Cola and Chevrolet promotional vehicles through the local government area, including retail and promotional activities on and from those promotional vehicles,
 - (6) retail sales by Official Merchandise licensees along the Relay route and at the Community Celebration site, and
 - (7) any other activity or operation by SLOC and SLOC Associated Parties reasonably necessary to conduct the Relay and Community Celebration.
- (i) **Community Merchandise Access Program** - Community may participate in the Community Merchandise Access Program as detailed in Chapter 7 "Marketing Guide" of the Planning Guide. If Community decides to participate, Community agrees to comply with applicable rules and guidelines provided in Chapter 7 as well as the Community Merchandise Access Program Purchase Brochure.
- (J) **Concessions** -
 - (1) Community may license local food and beverage concession operators in conjunction with the Relay. If Community decides to license such concessions, Community agrees to comply with the rules and guidelines provided in Chapter 7, "Marketing Guide," of the Planning Guide.
 - (2) All products and services not provided by the presenting sponsors or official providers must be unbranded and may not possess marks or copyrighted matter related to the Relay or Games nor symbols or emblems with the look or imagery of the Relay or the Games. Community agrees to obtain prior written approval from SLOC in the event Community intends to license suppliers who provide any product or service in competition with Presenting Sponsors or Official Providers. Community also agrees to inform SLOC of preexisting commitments with

such competing suppliers. These communications between Community and SLOC are solely for the purpose of protecting the lawful intellectual property rights of SLOC Presenting Sponsors and Official Providers.

- (3) With the exception of pre-existing contracts with the Community or governmental organizations within the Community's local government area, the Planning Guide does not permit the licensing of temporary retail outlets or the personal selling of non-food products at the time and along the route of the Relay or at the Community Celebration site.
- (4) On the day of the Relay, Community agrees to deploy an enforcement team to prevent and, if necessary, to remove unauthorized temporary vendor retail operations along the Relay route and at the Community Celebration site.
- (k) **Local Contributors Program** - Community agrees to comply with the rules and guidelines of Chapter 7 "Marketing Guide" of the Planning Guide, if Community implements a Local Contributors Program, including but not limited to restrictions on sponsorship and commercial associations.
- (l) **Torchbearer Selection** - Community agrees to assist in the SLOC Torchbearer nomination and selection process, which is separate and apart from the nomination and selection process conducted by Coca-Cola and Chevrolet. Tasks include (i) distribution of Torchbearer nomination forms, (ii) appointment of judging panels to select Torchbearers, and (iii) overview of the judging process. Details of the Torchbearer selection process and the responsibilities of the Community Task Force are detailed in Chapters 4, 5 and 8 of the Planning Guide.
- (m) **Community Volunteers** - Community agrees to assist the recruiting and deploying of Community volunteers to provide assistance along the Relay route and at the Community Celebration site. Community agrees to comply with applicable provisions in Chapter 9 "Volunteer Guide" of the Planning Guide, including but not limited to (1) restrictions on messaging, logos and the like on volunteer clothing and equipment and (2) obtaining appropriate waiver and release forms required by SLOC.

3.3 Consultation Between SLOC and Community

Parties agree to consult with each other to prepare for the Relay within Community's local government area in accordance with the Planning Guide. Nevertheless, the Parties agree that SLOC is ultimately responsible for making final decisions (following consultation with Community, if possible and appropriate) in relation to all aspects of the Relay, including but not limited to route selection and general conduct of the Community Celebration. In addition, SLOC retains the exclusive right to revise any aspect of the Relay, the Community Celebration and the Planning Guide that may be necessary or appropriate in the sole opinion of SLOC.

ARTICLE IV TERM

Unless terminated sooner under Article VI, Termination, this Agreement shall be effective from the date of its execution, above stated, until the date the obligations of the Parties under the Agreement are complete.

ARTICLE V LIABILITY AND INSURANCE

5.1 Community hereby agrees to indemnify and hold harmless SLOC, and SLOC Associated Parties, including their respective directors, officers, employees, volunteers, contractors, advisors and agents against all claims, liabilities, losses, damages and costs (including legal costs and expenses) arising directly or indirectly from:

- (a) any breach by Community of this Agreement, or
- (b) any act or omission (including negligence, willful misconduct or unlawful conduct) by Community or any Community officers, elected officials, employees, agents, contractors, volunteers, or advisors relating to the subject matter of this Agreement.

5.2 Community agrees to provide SLOC with a Certificate(s) of Insurance from its insurance carrier(s) naming SLOC and SLOC Associated Parties. If the Community is self insured, then the Community agrees to provide SLOC with a letter from the Community stating, that it is self insured in respect of the insurance required under 5.3 below. Certificates of Insurance shall be renewed annually with a copy forwarded to the SLOC Risk Manager. A copy of the respective Additional Insured endorsements shall accompany certificates and other endorsements as necessary to demonstrate that all required conditions have been met. In lieu of providing endorsements, Community may provide a certified statement from its insurance company(ies) that such conditions have been met under the policy(ies).

5.3 During the term of this Agreement and for a minimum of SIX (6) months thereafter, Community agrees to remain self-insured with total coverage in the amounts indicated below or to maintain,

Attention: Ms. Ann Wall

cc: Law Department

If to Community: Office of the Mayor
1200 Market Street
Room 200
St. Louis, MO 63103
Attention: Sheila Banks

9.4 Delays. The Parties acknowledge that the time set for conducting the Relay cannot be changed. Therefore, successful implementation of the Relay requires close cooperation and fairness between the Parties. The Parties agree to notify each other as soon as practicable when either becomes aware of any condition that will significantly affect timing of the Relay.

9.5 Representations. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement that conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in each respective Party's organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which each respective Party is subject.

9.6 Conflict of Interest. Each Party agrees to use its best efforts to ensure that its directors, officers, employees, volunteers, contractors, advisors and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner.

9.7 Severability. If any provision or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such provision or term shall not affect any other provision or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

9.8 Independent Contractors. This Agreement shall not create a joint venture, partnership, principal-agent or other relationship between the Parties, except that of independent contractors.

9.9 Survival. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights and to effect the intent of the Parties, and (b) shall inure to the benefit of the Parties and, to the extent set forth herein, to their respective successors and permitted assigns.

9.10 Counterparts. This Agreement may be executed in more than one counterpart, each of which, when executed, delivered and complete with its incorporated Exhibit, shall be deemed an original.

9.11 Governing Law and Jurisdiction. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Utah, without reference to its conflict of laws rules. Any legal or equitable claim shall be filed in the respective state or federal court in Salt Lake City, Utah.

9.12 Force Majeure. Performance under this Agreement is excused while and to the extent the Parties are unable to perform by reason of Force Majeure, provided that any such occurrence shall not deprive any Party of its remedies to terminate this Agreement as provided herein or at law.

9.13 Unrelated Parties. It is expressly understood and agreed by Community that none of (a) Salt Lake City Corporation, the State of Utah, the Utah Sports Authority, the IOC or the USOC or (b) any officer, director, trustee, member, employee, agent or representative of the private and governmental entities listed in (a), above, in their individual and organizational capacities (each entity and individual being called an "Unrelated Party") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the subject matter thereof. Community covenants and agrees that it will not have recourse to the assets of any Unrelated Party as a remedy for claims, demands, actions, suits or other proceedings under any contract entered into with SLOC and that SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

EFFECTIVE AS OF THE DATE STATED ABOVE.

SLOC: _____

Title: _____

SALT LAKE ORGANIZING COMMITTEE FOR THE OLYMPIC WINTER GAMES OF 2002

COMMUNITY: _____

Mayor: _____

Comptroller: _____

Register: _____

City Counselor (as to form:) _____

For the CITY OF ST. LOUIS

Exhibit A - Designated Marks and Copyrights License Agreement

**DESIGNATED MARKS AND COPYRIGHTS LICENSE
AGREEMENT**

This Designated Marks and Copyrights License Agreement ("Agreement") is made and entered into this _____ day of _____, 2001, between the Salt Lake Organizing Committee for the Olympic Winter Games of 2002, a Utah nonprofit corporation ("SLOC"), City of St Louis ("Community Licensee"), and is incorporated into the Torch Relay Services Agreement between the Parties.

Recitals

- A. On June 16, 1995, the International Olympic Committee ("IOC") awarded the right to host the XIX Olympic Winter Games ("Games") to Salt Lake City. SLOC has been appointed as the organizing committee for the Games.
- B. SLOC and Community Licensee wish to enter into an agreement pursuant to which the Community Licensee may use certain SLOC Designated Marks and Copyrights as described in this Agreement.

Agreement

For and in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties agree as follows:

**Article 1
Definitions**

- 1.1 "Act" means the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. 220501 *et. seq.*
- 1.2 "Authenticating Notice" means a statement or notice approved by SLOC which evidences consent by the USOC under the Act to use the Designated Marks and Copyrights in the United States. (Acceptable forms of Authenticating Notices are set forth in Exhibit A.)
- 1.3 "Community Celebration" refers to the events hosted by Community to celebrate the passage of the Relay along the national route.
- 1.4 "Designated Marks and Copyrights" means the graphical emblem(s) and words and references depicted in Exhibit A to this Agreement.
- 1.5 "Games" means the XIX Olympic Winter Games to be held in and around Salt Lake City, Utah in February 2002.
- 1.6 "Salt Lake 2002 Olympic Torch Relay Graphic Standards Manual" means the graphic standards manual promulgated by SLOC regarding the use of the Designated Marks and Copyrights for the Torch Relay, as amended from time to time (herein referred to as "Graphics Standard Manual. ").
- 1.7 "IOC" means the International Olympic Committee.
- 1.8 "Party" or "Parties" means SLOC and/or Community Licensee, as appropriate for the context.
- 1.9 "Permitted Uses" means use of the Designated Marks and Copyrights in the manner described in Exhibit B to this Agreement.
- 1.10 "Relay" means the Salt Lake 2002 Olympic Torch Relay, which commences in Olympia, Greece, is routed through numerous communities in the United States and is delivered to Salt Lake City for the Opening Ceremonies of the Salt Lake 2002 Olympic Winter Games.
- 1.11 "Relay Imagery" means images of torches, torch bearers, torch relays, Relay-event footage for the Relay.
- 1.12 "Relay Logos" means the logos identified or referenced in Exhibit A to this Agreement.
- 1.13 "USOC" means the United States Olympic Committee.

Article 2 Grant of License and Rights

2.1 **LICENSE** On the terms and subject to the conditions set forth in this Agreement, including the Exhibits attached hereto and incorporated into this Agreement, SLOC grants to the Community Licensee the fully paid up, nonexclusive, nonassignable and nontransferable right and license to the Designated Marks and Copyrights for Permitted Uses in the Community Licensee's local government area. Each use of Designated Marks and Copyrights must be approved in writing in advance by SLOC pursuant to Exhibit C, and in all events must comply with the Graphic Standards Manual.

2.2 **CONDITIONS OF USE** The rights and license to use the Designated Marks and Copyrights granted herein are subject to the terms and conditions set forth in Exhibit C to this Agreement.

2.3 **RESERVATION OF RIGHTS**. All rights, opportunities and approvals not expressly granted to the Community Licensee under this Agreement are reserved by SLOC.

2.4 **DISCLAIMER OF WARRANTIES**. SLOC makes no representation or warranty to Community Licensee with respect to the Designated Marks and Copyrights. In no event shall SLOC be liable to Community Licensee for special, incidental, consequential or punitive damages relating to or resulting from Community Licensee's use of the Designated Marks and Copyrights.

2.5 **TORCH RELAY COMMUNITY PLANNING GUIDE**. SLOC grants to Community Licensee the fully paid-up, non-exclusive, nonassignable and nontransferable right and license to copy the Torch Relay Community Planning Guide and to disseminate such copies to appropriate persons in the Community Task Force and other persons necessary to conduct the Relay and Community Celebration.

Article 3 Term and Termination

3.1 **TERM**. The term of this Agreement shall begin on the date first indicated above and shall continue through completion of the Olympic Winter Games of 2002 earlier terminated, as provided herein.

3.2 **TERMINATION FOR CAUSE**. SLOC may terminate this Agreement at its sole discretion ten (10) days after serving notice to the Community Licensee of Community's breach of any material provision of this Agreement or the Torch Relay Services Agreement, unless Community Licensee shall have cured the breach within the ten (10) day period. Upon expiration or termination of this Agreement, Community Licensee shall cease all use of the Designated Marks and Copyrights.

3.3 **TERMINATION FOR CONVENIENCE**. Either Party may terminate this Agreement for convenience at any time and for any reason upon thirty (30) days written notice to the other Party.

Article 4 Enforcement

INJUNCTIVE RELIEF. Community Licensee acknowledges that the Designated Marks and Copyrights possess special, unique and extraordinary characteristics that make difficult the assessment of monetary damages sustained and that irreparable injury could be suffered as a result of Community Licensee's unauthorized use or misappropriation thereof. Community Licensee also acknowledges the exclusive ownership of the Designated Marks and Copyrights and related registration by SLOC. Therefore, Community Licensee agrees that SLOC may seek from any court of competent jurisdiction injunctive and other equitable relief as appropriate.

Article 5 Miscellaneous Provisions

5.1 **NO WAIVER**. No provision of this Agreement shall be deemed to have been waived, except if such waiver is contained in a written instrument executed by the Party against whom the waiver is to be enforced. No waiver by any Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent or subsequent breach or default of the same or any other term or condition of this Agreement.

5.2 **SEVERABILITY**. If any condition or term of this Agreement is determined by a court of competent jurisdiction to be void or unenforceable, such condition or term shall not invalidate any other condition or term of this Agreement. This Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision were omitted insofar as the primary purpose of this Agreement is not frustrated.

5.3 **ENTIRE AGREEMENT**. This Agreement, its Exhibits and references contain all the terms and conditions agreed by the Parties with respect to the subject matter of this Agreement and supersede all prior oral and written understandings, arrangements and agreements between the Parties. This Agreement shall not be modified or revised, except by a document signed by authorized representatives of the Parties.

5.4 **SURVIVAL**. The provisions of this Agreement (a) shall survive termination of this Agreement to the extent necessary to protect the rights of SLOC in and to the Designated Marks and Copyrights and to effect the intent of the Parties, and (b) shall inure to the benefit of the parties and, to the extent set forth herein, to their respective successors and permitted assigns.

5.5 REPRESENTATIONS. Each Party represents that it possesses the authority to enter into this Agreement and is not bound by any other agreement, which conflicts with the transactions contemplated by this Agreement. Further, each Party represents that its obligations and rights under this Agreement will not violate any restriction contained in its organizational documents nor will its obligations and rights conflict with any law, statute, ordinance, order, ruling, license, regulation or judgment to which it is subject.

5.6 GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by and interpreted in accordance with, the Act, the Lanham Act, 15 U.S.C. '1051 et. seq. and other relevant trademark and copyright laws of the United States and the State of Utah. Any legal or equitable claim shall be filed in the respective state or federal court in Salt Lake City, Utah.

5.7 UNRELATED PARTIES. It is expressly understood and agreed by Community Licensee that none of (a) Salt Lake City Corporation, the State of Utah, the Utah Sports Authority, the IOC and the USOC or (b) any officer, director, trustee, member, employee, agent or representative of the private and government entities listed in (a), above, in their individual and organizational capacities (each entity and individual being called an "Unrelated Party") shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the Parties relating to the matter thereof. Community Licensee covenants and agrees that it will not have recourse to the assets of any Unrelated Party as a remedy for claims, demands, actions, suits or other proceedings under any contract entered into with SLOC and that SLOC shall not be deemed to be an agency, instrumentality, partner, joint venturer or agent of any Unrelated Party.

In Witness Whereof, the Parties have entered this Agreement as of the date first above written.

Community Licensee

Salt Lake Olympic Organizing Committee
For the Olympic Winter Games of 2002

By: _____
Mayor

By: _____
Title

By: _____
Comptroller

By: _____
Register

By: _____
City Counselor, as to form

Exhibit A - Designated Marks and Copyrights

Exhibit B - Permitted Uses

Exhibit C - Conditions of Use

EXHIBIT A

Designated Marks and Copyrights

All uses by the Community Licensee of the Designated Marks and Copyrights shall faithfully and accurately reproduce the color, design and appearance, without embellishment, of the Designated Marks and Copyrights in accordance with the Graphics Standards Manual. No partial version of any Designated Mark may be used at any time for any purpose without the express prior written consent of SLOC.

Each use of the logo designs shall include the trademark symbol ("™"); provided the Community Licensee shall substitute use of the trademark registration symbol ("®") at such time as SLOC informs Community Licensee that federal registration has been obtained.

Designated Marks and Copyrights - Words, images or logos as provided in the Graphics Standards Manual

Salt Lake 2002 Olympic Torch Relay™

Salt Lake 2002®

Olympic Torch Relay™

Salt Lake 2002 Olympic Torch Relay™ symbol or logo

Torch Relay Imagery

Videos provided by SLOC

Authenticating Notice -

Reference the Graphics Standards Manual

Long Version: TM©1997, 2000 SLOC The use of Olympic-related marks and terminology is authorized by the United States Olympic Committee pursuant to Title 36 U.S. Code Section 220506.

Short Version: TM©1997, 2000, SLOC 36USC 220506

**EXHIBIT B
Permitted Uses**

This License permits Community Licensee (and not third-parties) to use Designated Marks and Copyrights solely for non-commercial planning and conducting of the Relay in accordance with Chapter Seven, "Marketing Guide" of the Planning Guide.

- 1) Advertisements, newsletters, posters and other written publications,
 - To solicit interest from local concession operators or entertainers for the Celebration.
 - To promote the date/time and location for the Relay and Celebration within the Community.
 - To advertise the availability of Relay merchandise for sale.
 - To solicit local volunteers to help conduct the Relay and Celebration.
 - To provide relevant information to the Community Task Force and others, as appropriate, to plan and conduct the Relay and Community Celebration.
 - To thank or recognize approved local contributors.
- 2) Letters, newsletters and other written publications soliciting contributions from local companies for the express purpose of planning and conducting the Relay and Community Celebration.
- 3) Advertisements, posters, banners and other written publications announcing dinners or other community fund-raising events held to raise money to support the Relay and Community Celebration.
- 4) Television, radio and other electronic announcements advising the date, time and location for the Relay and Community Celebration.
- 5) Certificates of appreciation thanking the Community volunteers and contributors.
- 6) Hotlinks from the Community Licensee's web page to Salt2002.com.
- 7) Community Celebration,

**EXHIBIT C
Conditions of Use of Designated Marks and Copyrights**

Each use of Designated Marks and Copyrights by Community Licensee under the Designated Marks and Copyrights Agreement is subject to the following conditions:

1. General Conditions of Use.

- 1.1 Community Licensee shall not use the Designated Marks and Copyrights in any manner that reflects unfavorably upon the good name, goodwill, reputation or image of SLOC or the Olympic movement nor do or omit to do anything that could invalidate or jeopardize any ownership or approval rights of SLOC with respect to the Designated Marks or Copyrights.
- 1.2 Community Licensee shall not use the Designated Marks or Copyrights in such a manner that confusion may arise in the public mind as to the Permitted Uses for which Community Licensee has been granted such rights.
- 1.3 Community Licensee shall not adopt or use and trade name, mark or image that includes or is confusingly similar to any Designated Marks or Copyrights or other Olympic Marks.
- 1.4 None of the Designated Marks or Copyrights shall be incorporated into a common graphic or be associated with third party trade names or marks (including entertainers).
- 1.5 No Designated Marks or Copyrights shall be used for any fund-raising, except as approved by SLOC.

- 1.6 Without the prior written consent of SLOC, which SLOC may grant or withhold in its sole discretion, Community Licensee shall make no commercial use of any Designated Mark or Copyright.
2. **Internet.** Community Licensee shall not use any of the Designated Marks or Copyrights or authorize such use on any World Wide Web site or on any other on-line site, except as specifically approved in writing by SLOC. Neither Designated Marks nor Copyrights nor other Olympic Marks may be used in any domain name registered or used by Community Licensee or in any meta-tags associated with the site.
3. **Approvals.**
- 3.1 Community Licensee shall submit to SLOC, for its prior written approval, representative samples of each use of a Designated Mark or Copyright prior to its release to the public, using the form attached at the end of this Appendix C
- 3.2 Community Licensee shall supply free-of-charge to SLOC for administrative and archival purposes four (4) originals of representative samples of all materials to be used by Community Licensee in connection with the licenses granted hereunder, as soon as such material becomes available.
- 3.3 SLOC assumes no responsibility or liability with respect to the content of any materials published by Community Licensee. Community Licensee shall be responsible for all such content, and shall indemnify and hold SLOC and SLOC Associated Parties harmless with respect thereto.
- 3.4 Address for Submissions. All materials and representative samples to be submitted hereunder shall be sent to the following address:
- Salt Lake Organizing Committee for
The Olympic Winter Games of 2002
Attn: Brand Protection B Michael Bettin
299 South Main Street, Suite 1300
P.O. Box 45002
Salt Lake City, Utah 84145-0002
- or -
brand.protection@saltlake2002.com
Attn: Michael Bettin
4. **Notice of Misuse.** Community Licensee shall, immediately upon learning of any misuse or unauthorized use of Olympic Marks or Copyrights in its local government area during the term hereof, notify SLOC in writing, setting forth the facts in reasonable detail.
5. **Merchandise.** Community Licensee shall not have the right or license to manufacture or cause the production of merchandise items bearing the Designated Marks or Copyrights.

Approved: November 6, 2001

**ORDINANCE #65313
Board Bill No. 175**

An Ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, a permanent, irrevocable Easement, which shall give, grant, extend and confer on Ameren UE, its agents, successors, and assigns, the exclusive right to build and maintain overhead and underground utility lines and utility poles, on various strips of ground in City Block 480, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a permanent, irrevocable Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer on Ameren UE, its agents, successors, and assigns, the exclusive right to build and maintain overhead and underground utility lines and utility poles, on various strips of ground in City Block 480.

SECTION TWO. The passage of this ordinance being deemed necessary for the preservation of the public peace, health, and safety, it is hereby deemed to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and shall become effective upon its passage and approval by the Mayor.

EXHIBIT "A"

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the City of Saint Louis, a municipal corporation of the State of Missouri, its successors and assigns whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, extend, and confer onto Union Electric Company, d/b/a AmerenUE, a Missouri corporation, its agents, successors, and assigns (hereinafter "Grantee"), the perpetual and irrevocable right and easement to construct, reconstruct, use, operate, maintain, add to the number of and patrol an electric, telecommunication line or lines consisting of poles, guys, anchors, wires, cables, conduits, transformers, and other appurtenances thereto, upon, over, across, and under the following described land, to-wit:

A ten (10) foot wide strip of land being part of Lots 4 through 13 of P.M. Dillon's Third Addition in City Block 480 of the City of St. Louis, Missouri.

The strip where the Grantee's facilities shall be located hereunder ("Easement Strip") shall be ten (10) feet wide, and is shown as hachured on the drawing marked Exhibit "B" hereto attached and made a part hereof. Parcel No. 0480-00-00200

Along with all rights incidental to the exercise and enjoyment of said easement rights, including without limitation the right of ingress and egress to and over the above described easement area, and premises of Grantor adjoining the same, for all purposes herein stated, together with the right at any time and from time to time, to trim and cut down any and all brush, saplings, trees, and overhanging branches and to remove same and/or any rocks or obstructions upon, over, and under said easement area, which in Grantee's judgment, interfere with the exercise and enjoyment of Grantee's rights hereunder, or endanger the safety of said line or lines; and the right to license, permit, or otherwise agree to the use or occupancy of said easement or any portion thereof or of said line or lines by any other person, association, or corporation for the purposes hereinabove set out; and with the further right at any time and from time to time to remove any or all of the said line or lines, and appurtenances thereto located upon, over, across, and under said land by virtue hereof.

Grantor, for itself, its heirs, successors, and assigns, does hereby warrant and covenant unto Grantee (1) that Grantor is the owner of the above described land and has full right and authority validly to grant this easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that the Grantor will not create or permit any obstruction of any kind or character that will interfere with the exercise and enjoyment of the easement rights hereinabove conveyed.

IN WITNESS WHEREOF, the said City of Saint Louis has caused these presents to be signed by its Comptroller and Mayor this _____ day of _____, 2001.

BY:

BY:

Francis G. Slay
Mayor

Darlene Green
Comptroller

ATTEST:

Approved as to form:

Parrie L. May
City Register

City Counselor

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

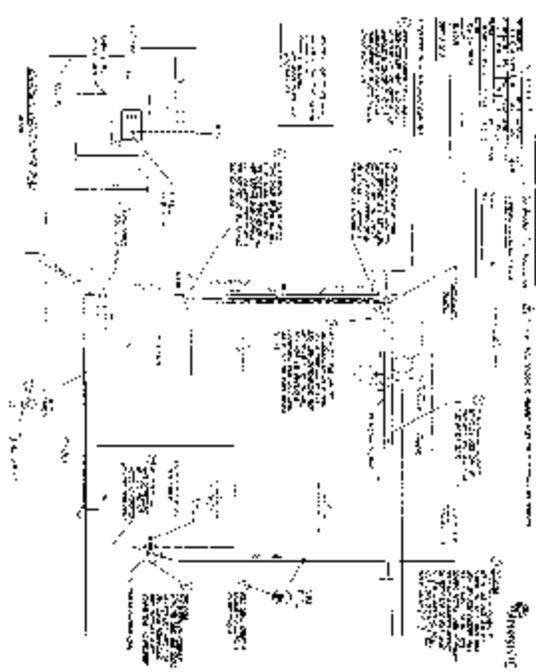
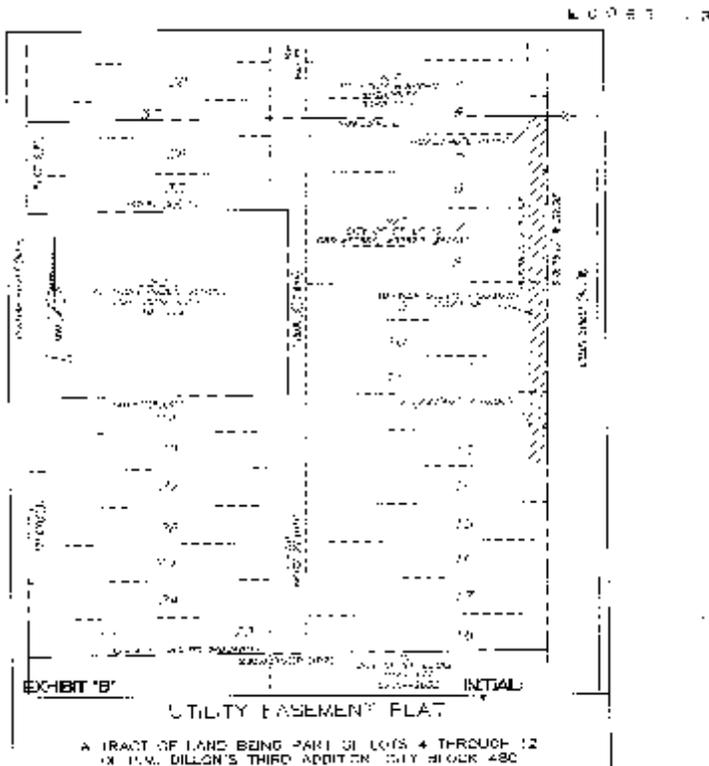
On this ____ day of _____, 2001, before me appeared Francis G. Slay, and Darlene Green, who did say that they are Mayor and Comptroller, respectively, of the City of Saint Louis, a municipal corporation, and acknowledged that they executed the foregoing Easement Agreement as the free act and deed of said corporation, pursuant to Ordinance _____.

Notary Public

See attached Exhibits B (1 & 2)

Approved: November 6, 2001

ORDINANCE NO. 65313 - EXHIBITS B (1 & 2)



ORDINANCE #65314
Board Bill No. 190

An ordinance relating to cable television; recommended by the Board of Public Service; amending Ordinance 59197, as amended by Ordinances 64436, 64770, 64911, 65093, 65186 and 65283 extending the expiration date of the term of the cable television franchises granted by Ordinance 59197 for certain areas in the City from October 31, 2001, until the earlier of December 31, 2001, or the effective date of a renewal franchise, and extending the deadline for response to the Request for Renewal Proposal for Cable Television Franchise previously issued pursuant to Ordinance 64882 until December 31, 2001, unless a renewal franchise issued shall be effective on or prior to December 31, 2001, in which event no such response shall be required.

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

SECTION ONE. Ordinance 59197, as amended by Ordinances 64436, 64770, 64911, 65093, 65186 and 65283 is hereby amended by adding one new section thereto, to read as follows:

Section Forty-Three. Notwithstanding the provisions of any ordinance to the contrary, including but not limited to Section 5 of Ordinance 59197 (Section 8.29A.050E), City Code, Ordinance 64436, Ordinance 64770, Ordinance 64911, Ordinance 65093, Ordinance 65186, Ordinance 65283 and Ordinance 59197, the cable television franchises awarded to STL Cablevision Partners and St. Louis City Communications Company, shall expire on the earlier of December 31, 2001 or the effective date of a renewal franchise if an Acceptance of this ordinance in the form hereinafter set out is executed. The agreement of the franchise holder to the cable television franchise extensions provided for in this section shall be evidenced by its execution of an Acceptance, in substantially the following form, with such changes as may be approved by the City Counselor:

Acceptance

Charter Communications Entertainment I, LLC, a _____, hereby accepts the extension provided for by St. Louis City Ordinance _____ (BB# _____) from October 31, 2001 to the earlier of December 31, 2001 or the effective date of a renewal franchise, of the expiration date of the cable television franchises awarded to STL Cablevision Partners and St. Louis City Communications, Inc. by Ordinance 59197, which franchises were subsequently transferred to St. Louis TeleCommunications, Inc. under St. Louis City Ordinance 61093. Charter Communications Entertainment I, LLC agrees and acknowledges that such extension shall not be deemed to be a renewal of such cable television franchises.

Charter Communications Entertainment I, LLC

BY: _____

Date: _____

SECTION TWO. The franchise expiration date extensions provided for by this Ordinance shall not expand or limit the rights of either party, create new rights or obligations that would not have existed without the extension, or adversely affect either party's rights in any renewal proceeding. By way of example, and not limitation, the extension does not require the company to make any request for renewal or render any request made previously void, nor can it result in the City's being required to recommence renewal proceedings.

SECTION THREE. The deadline for response to that certain Request for Renewal Proposal for Cable Television Franchise, dated January 28, 2000, issued pursuant to Ordinance 64882, and thereafter extended by Ordinances 64992, 65029, 65088, 65186 and 65283 is hereby further extended from 5:00 PM on October 31, 2001 until 5:00 PM on December 31, 2001, unless a renewal franchise shall be effective on or prior to December 31, 2001, in which event no such response shall be required.

Approved: November 6, 2001

