

ORDINANCE #65405
Board Bill No. 258

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on the 10 foot wide east/west alley in City Block 5782 as bounded by West Florissant, Vivian Place, Shulte, and Summit Place 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 between Lots 12 and 13 in Block E of A.B. Finch's Subdivision and also being City Block 5782, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at a railroad spike set in asphalt at the intersection of the west right-of-way line of Vivian Place and the south right-of-way line of Florissant Avenue; said point being the northeast corner of a tract of land described in a deed to Jeffrey Geist as re-corded in Book 1599, page 177, of the City of St. Louis Recorder's Office; thence, with the common line between the said Geist tract and the west line of Vivian Place, south 59 degrees 28 minutes 06 seconds east, a distance of 100.00 feet to an iron pipe set for the southeast corner of the said Geist tract and the point of beginning of the herein described tract; thence, leaving the west line of Vivian Place with the common line between the said Geist tract and the herein described tract with the following two courses and distances: 1) south 56 degrees 14 minutes 48 seconds west, a distance of 110.04 feet to an iron pipe set for an angle point, and 2) south 88 degrees 23 minutes 21 seconds west, a distance of 8.47 feet to an angle point where a point cannot be set due to an existing building; said point being on the east line of a 15 foot wide vacated alley; thence, with the east line of the said 15 foot wide vacated alley, south 59 degrees 28 minutes 06 seconds east, a distance of 21.10 feet to an iron pipe set for an angle point; said point being on the north line of a tract of land owned, now or formerly, by Arnette Worshim as recorded in Book 1635, page 662, of the City of St. Louis Recorder's Office; thence, with the common line between the herein described tract and the said Worshim tract, north 01 degree 36 minutes 39 seconds west, a distance of 5.32 feet to an iron pipe set for an angle point; thence, continuing, north 56 degrees 14 minutes 48 seconds east, a distance of 110.04 feet to an iron pipe set for the northeast corner of the said Worshim parcel; said point being on the west line of Vivian Place; thence, with the west line of Vivian Place, north 59 degrees 28 minutes 06 seconds west, a distance of 11.10 feet to the point of beginning and containing 1,172 square feet or 0.03 acres.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Petitioners are Frederick and Gretchen Geist and Nanette Worshim. Vacated area will be consolidated for use in erection of telecommunication tower.

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

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

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

SECTION SIX: The 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: January 29, 2002

**ORDINANCE #65406
Board Bill No. 243**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel on a 10 foot wide east/west alley in City Block 3965 as bounded by Kentucky, Papin, Talmage, and Chouteau 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 an east/west alley 10.00 feet wide located in City Block 3965, of the City of St. Louis, Missouri; said being more particularly described as follows:

Beginning at an iron pipe at the south right-of-way line of said alley and the northwest corner of Lot 14, Block C of Witler's Estate in City Block 3965; thence north 05 degrees 23 minutes 00 seconds east, 10.00 feet to an iron pipe in the south line of Lot 38 in Lucas Subdivision in cul de sac common fields; thence south 84 degrees 37 minutes 00 seconds east, along the south line of Lots 38 through 28 inclusive of the aforesaid Lucas Subdivision, 265.00 feet to an iron pipe; thence south 05 degrees 23 minutes 00 seconds west to the northeast corner of Lot 15 in Block C of Witler's Estate, 10.00 feet to an iron pipe; thence north 84 degrees 37 minutes 00 seconds west, along the north line of Lots 15, an alley 15.00 feet wide, and Lot 14 in Block C of Witler's Estate, 265.00 feet to the point of beginning.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Swiss-American, Inc. plans to utilize vacated alley to expand its facilities.

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

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

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

SECTION SIX: The 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: January 29, 2002

**ORDINANCE #65407
Board Bill No. 214**

An Ordinance authorizing and directing the Mayor and the Director of Parks, Recreation & Forestry, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the United States Department of Interior, National Park Service for a grant to fund an Urban Park and Recreation Recovery Program for Gamble Recreation Center Rehabilitation, appropriating said funds and authorizing the Director of Parks, Recreation & Forestry on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds by entering into contracts or otherwise for grant purpose and containing an emergency clause.

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

SECTION ONE. The Mayor and the Director of Parks, Recreation & Forestry are hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute a Grant Agreement with the United States Department of Interior, National Park Service for a grant to fund an Urban Park and Recreation Recovery Program for Gamble Recreation Center Rehabilitation. Said Grant Agreement shall substantially in words and figures as the attached Agreement, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The Director of Parks, Recreation & Forestry is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are hereby appropriated for said purpose, by entering into contracts or otherwise received pursuant to the Grant Agreement in a manner that is consistent with the provisions of said Agreement.

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

Approved: January 30, 2002

ORDINANCE #65408
Board Bill No. 255

An ordinance authorizing and directing the Mayor of the City of St. Louis in cooperation with the Board of Alderman to prepare and submit an application, on behalf of said city, to the Department of Housing and Urban Development of the United States of America (HUD), for approval and transfer of existing funding currently dedicated for the 555 Washington Avenue Commercial Site Project under the Urban Development Action Grant (UDAG), authorizing the Mayor and the Comptroller to enter into and execute agreements and documents pursuant thereto, and disburse funds received from HUD, and containing an emergency clause.

WHEREAS, under the provisions of the Urban Development Action Grant (UDAG) Program of the Department of Housing and Urban Development of the United States of America (HUD), the Secretary of HUD is authorized to transfer certain UDAG grant funds currently applied for and dedicated by Ordinance # 59315 for the benefit of the 555 Washington Avenue Commercial Site Project and to provide financial assistance for undertaking and executing certain urban development projects; and

WHEREAS certain and particular funds applied for and dedicated to the 555 Washington Avenue Commercial Site under Ordinance # 59315 remain unused;

WHEREAS, the City of St. Louis has developed an application for a UDAG Program to transfer remaining UDAG Program Grant funds under the 555 Washington Avenue Commercial Site Program and to be re-directed and used exclusively for the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site, an application which is substantially in accordance with the Program and contained in Exhibit _____ attached hereto and which meets the guidelines provided by HUD; and

WHEREAS unemployment, especially among minority groups, within the City of St. Louis, constitutes a serious problem which the UDAG Program will address and which the funds sought in the UDAG application will assist in remedying; and

WHEREAS, one objective of the Urban Development Action Grant (UDAG) Program is the formulation of an Employment Plan to assure that private sector jobs and employment opportunities as a result of certain projects funded with UDAG monies are available to persons who are unemployed or underemployed for a long period of time; and

WHEREAS, an Employment Plan has been formulated for the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site substantially in accordance with the Plan contained in Exhibit _____ attached hereto and which meets the guidelines approved by HUD; and

WHEREAS, a Minority / Women Business Enterprise Plan has been formulated for the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site substantially in accordance with the plan contained in Exhibit _____ attached hereto and which meets guidelines provided by HUD; and

WHEREAS, the development of the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site is of special and important concern to the City of St. Louis and its Board of Aldermen; and

WHEREAS, all funds received under the UDAG Program will come under and be expended subject to the guidelines provided under the UDAG Program, including those pertaining to equal opportunity; and

WHEREAS, the approval of the UDAG application by HUD will be of direct and immediate benefit to the City of St. Louis, the Board of Alderman hereby approves the UDAG application and directs the Mayor and the Comptroller of the City of St. Louis to take any and all necessary or appropriate steps to secure said funding and said Board has passed this Ordinance which contains an emergency clause.

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

Section One: Ordinance # 59315 as approved November 7, 1984, authorizing and directing the Mayor of the City of St. Louis and the Board of Alderman to prepare and submit an application, on behalf of the City of St. Louis to the Department of Housing and Urban Development of the United States of America (HUD), for approval and funding for the 555 Washington Avenue Commercial Site Project under the Urban Development and Action Grant Program, is hereby repealed and the following new ordinance is enacted as follows:

Section Two: The Mayor of the City of St. Louis on behalf of said City is hereby authorized and directed to apply for funds to be used for the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site, as transferred from the 555 Washington Avenue Commercial Site Project, under the UDAG application in accordance with the UDAG program contained in Exhibit _____ as attached hereto and take all steps required under the UDAG guidelines that are necessary or appropriate to secure said funds for the City of St. Louis.

Section Three: The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into and execute agreements pursuant thereto to receive and expend such funds.

Section Four: The Mayor and the Comptroller of the City of St. Louis are further authorized and directed to designate the Community Development Agency of the City of St. Louis, or its assignee, as Program Agents for HUD to facilitate the distribution and receipt of such federal funds as the City receives under the UDAG Program and to enter into all necessary and appropriate

agreements pursuant therein.

Section Five: The Board of Aldermen of the City of St. Louis pledges its cooperation in executing and implementing the application of the UDAG Program and the related grants authorized and approved by HUD thereunder and further, the Board of Alderman shall take such actions and adopt such ordinances as shall be necessary or appropriate to encourage, aid and foster approval of the application, the grants pursuant thereto and the development contemplated thereby and to take all other necessary steps to enable the Community Development Agency of the City of St. Louis, or its Assignee, to effectively assist in the development of the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site, the legal description of which is attached hereto and incorporated herein by reference as Exhibit "_____".

Section Six. Upon approval of the UDAG application for transfer of the Grant Program funds currently dedicated for the 555 Washington Avenue Commercial Site Project as rescinded, the Developer for the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site shall enter into an Employment Plan with the St. Louis Agency on Training and Employment (SLATE) in substantially the form as set forth in the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site Employment Plan as contained in Exhibit _____ attached hereto.

Section Seven. Upon approval of the UDAG application for transfer of the Grant Program funds currently dedicated for the 555 Washington Avenue Commercial Site Project as repealed hereby, the Developer of the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site shall enter into a Minority / Women Business Enterprise Plan with the community development Agency, or its designated Agent, in substantially the form as set forth in the Center for Emerging Technologies, (Dorris Wing Project) Commercial Site MBE / WBE Plan contained in Exhibit _____ as attached hereto.

Section Eight. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and providing critical public works within the City of St. Louis, an emergency is hereby declared to exist within the meaning of Section 20, Article IV of the charter of the City of St. Louis, and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor of the City of St. Louis.

EXHIBIT A.

LEGAL DESCRIPTION OF THE CENTER FOR EMERGING TECHNOLOGIES, (DORRIS WING PROJECT) COMMERCIAL SITE

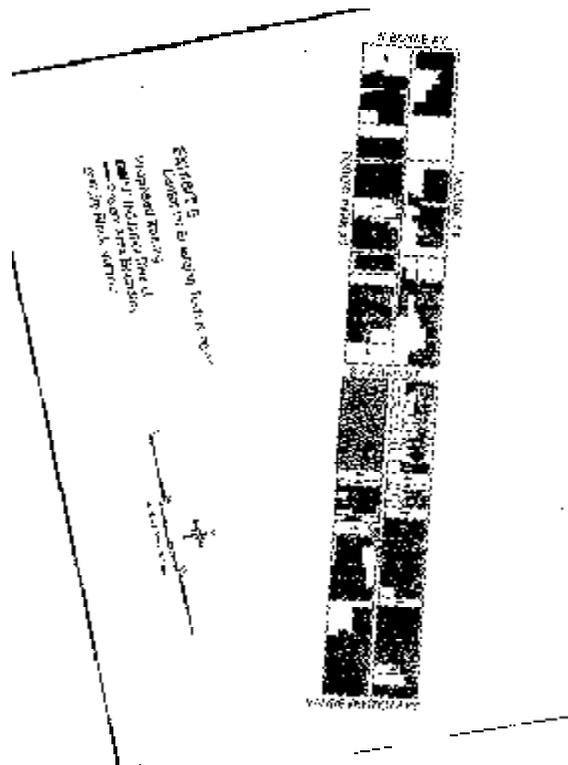
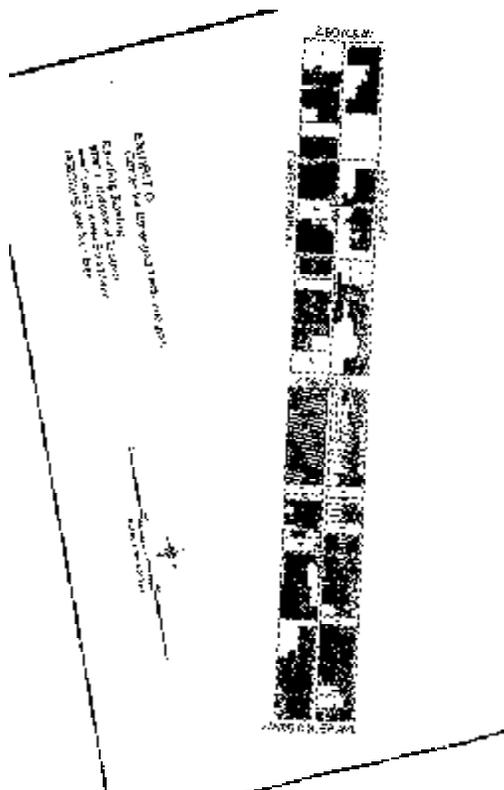
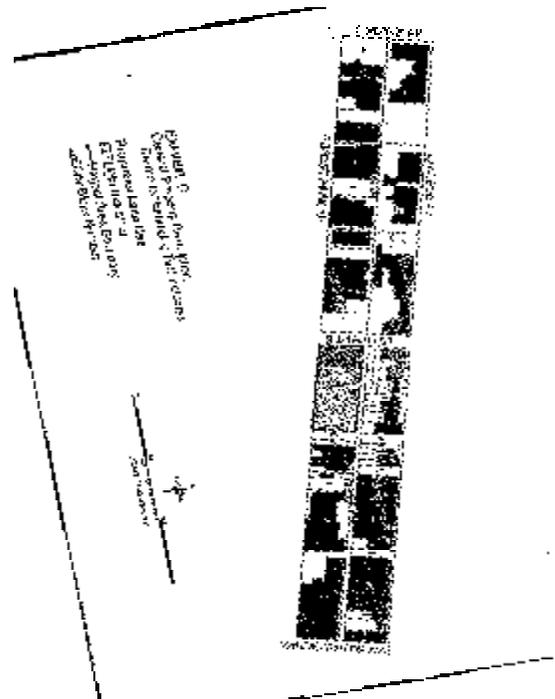
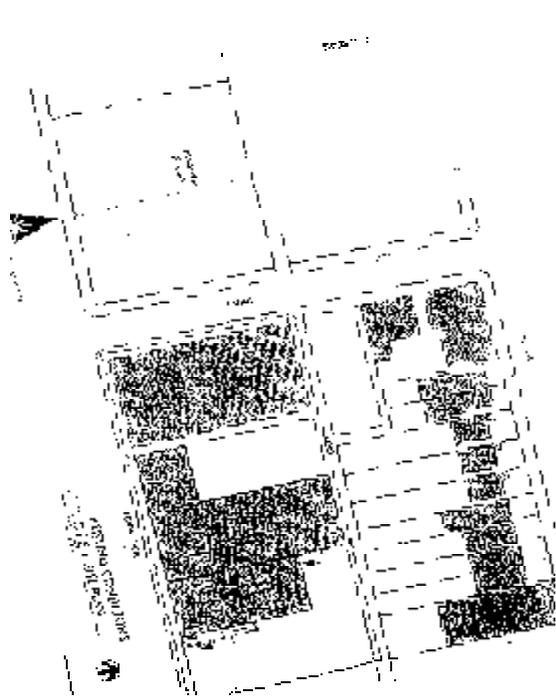
[INSERT LEGAL DESCRIPTION OF THE Center for Emerging Technologies, (Dorris Wing Project) COMMERCIAL SITE HERE.]

EXHIBITS ADOPTED IN THIS ORDINANCE ARE ON FILE IN THE REGISTER'S OFFICE.

See attached Exhibits A, C, D, & E

Approved: January 30, 2002

ORDINANCE NO. 65408 - EXHIBITS A, C, D & E



ORDINANCE #65409
Board Bill No. 257

An ordinance pursuant to Sections 70.210 to 70.325 RSMo and Sections 252.010 et seq. RSMo; authorizing and directing the execution and delivery on behalf of the City of St. Louis of a Cooperation Agreement between the City of St. Louis and the Missouri Department of Conservation, concerning the Hatcheries area in Forest Park; approving form of such Cooperation Agreement; authorizing the execution or approval of other documents as may be necessary and appropriate to implement this ordinance; providing for the filing of the Cooperation Agreement with the Secretary of State and Recorder of Deeds; with an emergency provision.

WHEREAS, for many years the Missouri Department of Conservation (the "Department") has provided fish stocking in the lakes in Forest Park, and has conducted fishing education and training programs in the Park for City residents, at no cost to the City; and

WHEREAS, the Department has proposed to assist the City, using Department funds, in the implementation of the Forest Park Master Plan by improving the Hatcheries area on the north side of the Park; and

WHEREAS, the Department wishes to continue and improve its fishing and training programs in the Hatcheries area; and

WHEREAS, such improvements and programs benefit the City and its residents; and

WHEREAS, pursuant to Section 70.220 RSMo municipalities and state agencies are authorized to contract and cooperate for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service;

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

SECTION ONE. The Director of Parks, Recreation and Forestry and the Comptroller are hereby authorized and directed to execute and deliver, on behalf of The City of St. Louis, a Cooperation Agreement between The City of St. Louis and the Missouri Department of Conservation, concerning the Hatcheries area (as defined in the Cooperation Agreement) in Forest Park, in substantially the form attached as Exhibit A hereto, the form of which is hereby approved., with revisions thereto which are consistent with this ordinance and approved by the City Counselor.

SECTION TWO. The Director of Parks, Recreation and Forestry and the Comptroller are authorized and directed to execute or approve other documents as may be necessary and appropriate to implement this ordinance which are approved as to form by the City Counselor and as consistent herewith.

SECTION THREE. Upon its execution the Register shall cause a copy of the Cooperation Agreement to be filed in the office of the Missouri Secretary of State and in the office of the Recorder of Deeds of the City of St. Louis, as required by Section 70.300 RSMo.

SECTION FOUR. This ordinance, being deemed necessary for the immediate preservation of the public peace and health, is hereby declared to be an emergency measure under Article IV Sections 19 and 20 of the Charter.

EXHIBIT A

Cooperation Agreement

This Cooperation Agreement ("this Agreement") made and entered into this ____ day of _____, 2001 ("the date of this Agreement") between the City of St. Louis, Missouri ("the City") acting by and through its Department of Parks, Recreation & Forestry ("Parks") and the Missouri Department of Conservation ("the Contractor").

WHEREAS, the Contractor, in accordance with its constitutional authority over the fisheries, forest and wildlife resources of the State of Missouri, desires that Missouri resources in the urban environment be protected, sustained, enhanced and restored and that Missouri citizens be educated about such resources; and

WHEREAS, the City desires to utilize the Contractor's expertise and trained personnel in participation to protect, sustain, enhance and restore fisheries, forest and wildlife resources in the City's Forest Park, in keeping with the City's 1995 Forest Park Master Plan; and

WHEREAS, the Contractor realizes the importance and need for educational programs related to fishing and close-to-home fishing and associated outdoor activities, and

WHEREAS, the Contractor wishes to take advantage of the productive capacity of the water in Forest Park and to assist in maximizing the wildlife values associated with proper management and use of the fisheries resources;

WHEREAS, this agreement has been authorized by City Ordinance ____;

WHEREAS, this agreement is authorized by Section 70.210 et seq. RSMO and the Department is authorized to enter into

this agreement pursuant to Sections 252.010 et seq. RSMO

NOW THEREFORE, in consideration of the premises and their mutual promises, undertakings, and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Term.** The term of this Agreement is from the date of this Agreement until December 31, 2022, subject to earlier termination and to renewal as hereinafter provided.

2. **Project Area.** The City will permit the Contractor to complete projects described in Section 11 of this Agreement in the Hatcheries Area of Forest Park and perform other activities in such area as hereinafter provided. The Hatcheries Area is depicted in exhibit A hereto, and is sometimes hereinafter referred to as the "Area". Parks will grant the Contractor access to the Area as necessary for performance of the Contractor's undertakings under this Agreement.

3. **Programs.** In addition to completing projects as described in Section 11 of this Agreement, the Contractor will from time to time conduct fishing programs for members of the public in the Hatcheries Area lakes. The City agrees to allow the Contractor full use of the Hatcheries Area lakes for such programs and management of public access to the Hatcheries Area while conducting such programs. The City further agrees to support conservation uses of the Hatcheries Area.

4. **Fishery.** The Contractor will prepare a fish management plan for the Hatcheries Area lakes and for review and approval by Parks, such approval not to be unreasonably withheld. The City agrees to allow the Contractor to manage the fish community in the Hatcheries area lakes through proper stocking, population regulation and other customary and appropriate management activities. The City agrees to prohibit fish stocking in the Hatcheries Area lakes other than as recommended by Contractor's fisheries management biologists.

5. **Approvals.** The City will advise and inform the Contractor of all required approvals for its activities hereunder, including but not limited to approval requirements of the Forest Park Master Plan and the City's Board of Public Service. The City will assist Contractor to obtain such approvals.

6. **Maintenance.** The City will provide maintenance sufficient to keep the public use facilities in the Hatcheries Area Agreement in a safe and clean condition, including:

- a. Continuing to maintain the blacktop bicycle path adjacent to and through the Hatcheries Areas,
- b. Mowing and maintaining grass located in picnicking facilities and other lawn areas so that grass does not exceed a height of six inches,
- c. Removing trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year,
- d. Providing routine repair and maintenance of aeration systems,
- e. Providing and installing maintenance rock for the repair of minor damage to rocked slopes or banks of lakes,
- f. Controlling grass at parking areas,
- g. Providing maintenance rocks and asphalt as needed on all parking lots, trails and entrance roads,
- h. Repairing and maintaining trails at the Hatcheries Area,
- i. Removing of hazardous trees and limbs, and
- j. Providing routine repair and maintenance of restrooms.

7. **Security.** The City agrees to provide law enforcement and security in the Hatcheries Area, and to report any observed violations of the Wildlife Code of Missouri to Conservation agents.

8. **Utilities.**

The City agrees:

- a. To provide and maintain adequate water supply and water quality to the Hatcheries Area at no cost to the Contractor,
- b. To provide and maintain electric service to Hatcheries Area aeration units as reasonably recommended by the Contractor, at no cost to the Contractor,
- c. To provide and maintain water and sewer connections to the restrooms at the Hatcheries Area..

9. **Repairs and Capital Maintenance.** The City agrees to conduct major repairs and capital maintenance for the Hatcheries Building, as determined by the City in the City's sole discretion.

10. **Advertisements and Signs.**

- a. The City agrees to give proper recognition to the Contractor in all City brochures, advertisements or other publications pertaining to the Hatcheries Area.
- b. The City agrees to allow Contractor signage to be erected at the Hatcheries Area, subject to all necessary City approvals.

11. **Projects.** The Contractor agrees to design and construct, or contract for such construction, pursuant to plans and specifications approved by the City's Board of Public Service, and bond and insurance requirements of such Board, and subject to all other necessary City approvals, the following items to enhance educational and interpretive opportunities:

- a. Grading and landscaping materials for a Successional wetland and a boardwalk with interpretive signage in the Hatcheries Area,
- b. Deepening, habitat improvements, aeration, shoreline stabilization and disabled angler access as appropriate for clinic ponds in the Hatcheries Area,
- c. Habitat improvements, parking and driveway realignment in the Hatcheries Area,
- d. Construction of flushable restrooms in the Hatcheries Area.

The City agrees, at the request of the Contractor, to close all or portions of the Hatcheries Area to public uses for one or more periods of time, agreed to by both parties, in order to permit the Contractor to implement the above projects.

12. **Areas Usage.** The Contractor agrees to support conservation uses of the Hatcheries Area and Hatcheries Building, focusing on children, teachers and disabled users.

13. **Permits.** The Contractor agrees to obtain all necessary approvals for projects and activities of Contractor contemplated under this agreement.

14. **Maintenance.** The Contractor agrees, subject to all necessary City approvals, to conduct maintenance and repair to correct items of major wear and tear to any facilities and improvements (other than the Hatcheries Area restrooms) installed pursuant to this Agreement, grounds, and other improvements provided under the terms of this agreement, including but not limited to any major repairs to disabled user accessible docks, access trails, and parking.

15. **Breach, Notice, Cure and Termination.**

- a. This agreement may be amended only upon the written consent of the authorized representative of the Contractor and the City.
- b. This agreement shall not be binding or remain binding upon the Contractor unless and until appropriations have been made by the Missouri General Assembly for payment under this contract on behalf of the Contractor for any State fiscal period occurring during the term of this agreement.
- c. This agreement shall become effective upon execution by both parties. This agreement shall renew automatically for successive terms of ten years each, if neither party has advised the other in writing of its intention to terminate the same at least one hundred and eighty days prior to any applicable termination date.
- d. All improvements installed at the Hatcheries Area by the Contractor shall become the property of the City upon completion and acceptance by the City.

16. **Nonassignment.** Without the prior written consent of the other party first obtained, neither party shall assign, lease or transfer, in whole or in part, this Agreement.

17. **Successors and Assigns.** The covenants and agreements herein contained shall bind and inure to the benefit of the City, its successors and assigns, and the Contractor, its successors and assigns.

18. **Construction.** Any and all construction or work by the Contractor shall be done in complete compliance with all applicable City, State and Federal Codes and pursuant to plans and specifications approved by the City's Board of Public Service and with all approvals required by the City's Master Plan for Forest Park, and subject to approval by or permit of any other any other City office or agency whose approval or permission may be required under the Saint Louis City Charter or Saint Louis City ordinance prior to the commencement of any such construction or work.

19. **Notices and Addresses.** All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (1) by personal delivery; (2) by deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; (3) by prepaid telegram; or (4) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective three (3) business days after deposit with the Postal Service. Notice by telegram or overnight express delivery service shall be deemed effective one (1) business day after transmission to the telegraph company or after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery.

For purposes of notice, demand, request, reply or payment if to the City, delivery of such shall be to the City's Comptroller at the following address:

Comptroller of the City of St. Louis
 City of St. Louis
 Room 212, City Hall
 St. Louis, MO 63103

With copies to:

Director of Parks, Recreation & Forestry
 5600 Clayton Avenue (in Forest Park)
 St. Louis, MO 63110 and

City Counselor's Office
 Attn: Francis M. Oates, Esq.
 314 City Hall
 Tucker & Market Streets
 St. Louis, MO 63103

If to the Contractor, delivery shall be to:

Director
 MDC
 P.O. Box 180
 Jefferson City, MO 65102

with copies to:

General Counsel
 MDC
 P.O. Box 180
 Jefferson City, MO 65102

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this section.

20. **Nondiscrimination.** The Contractor agrees that in the use of this Areas or in the use of any premises, it will not exclude or discriminate against any person solely because of race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said Areas or premises.

IN WITNESS WHEREOF, this agreement was executed the day and year first above written.

Missouri Conservation Department

By: _____
 (SEAL)

CITY OF ST. LOUIS, MISSOURI

By: _____
 Title

By: _____
Comptroller

(SEAL)

City Register

APPROVED AS TO FORM:

City Counselor

Executed this ____ day of _____, 2001.

Approved: January 30, 2001

**ORDINANCE #65410
Board Bill No. 272**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City a "Third Amendment" to the Lambert-St. Louis International Airport (the "Airport") Contract Service Agreement for Employee Shuttle Services between the City and Huntleigh Transportation Services, LLC (the "Contractor") dated May 4, 1994 (the "Agreement") which was ratified and approved under Ordinance 63767 approved April 29, 1996, as amended by the "First Amendment" dated June 10, 1996, authorized by Ordinance 63767 approved April 29, 1996, and the "Second Amendment" dated June 14, 2000, authorized by Ordinance 64939 approved May 24, 2000; the Third Amendment, approved by the Airport Commission and the Board of Estimate and Apportionment, which is attached hereto as **ATTACHMENT "A"** and made a part hereof, extends the term of the Agreement as previously amended by six (6) months to end June 30, 2002, and makes other changes more fully described in Section One of this Ordinance; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis (the "City"), a "Third Amendment" to the Lambert-St. Louis International Airport (the "Airport") Contract Service Agreement for Employee Shuttle Services between the City and Huntleigh Transportation Services, LLC. (the "Contractor") dated May 4, 1994 (the "Agreement") which was ratified and approved under Ordinance 63767 approved April 29, 1996, as amended by the "First Amendment" dated June 10, 1996, authorized by Ordinance 63767 approved April 29, 1996, and the "Second Amendment" dated June 14, 2000, authorized by Ordinance 64939 approved May 24, 2000; the Third Amendment, approved by the Airport Commission and the Board of Estimate and Apportionment is to read in words and figures as set out in **ATTACHMENT "A"**, which is attached hereto and made a part hereof.

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

AIRPORT NUMBER AL-104

**THIRD AMENDMENT
TO
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CONTRACT SERVICE AGREEMENT
FOR
EMPLOYEE SHUTTLE SERVICES**

THIS THIRD AMENDMENT, entered into this ____ day of _____, _____ ("Third Amendment"), by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri ("City"), and Huntleigh Transportation Services, LLC. (the "Contractor").

WITNESSETH THAT:

WHEREAS, City and Contractor are parties to a Contract Service Agreement dated May 4, 1994 (the "Agreement"); to a First Amendment to the Agreement, authorized by Ordinance 63767, approved April 29, 1996; and to a Second Amendment to the Agreement, authorized by Ordinance 64939, approved May 24, 2000;

WHEREAS, the Agreement was originally entered into by Contractor and City for a three year period, and subsequently the Contractor and City agreed to a three year extension, and subsequently the Contractor and City agreed to a one year and seven month extension to provide employee shuttle bus services at Lambert-St. Louis International Airport ("Airport");

WHEREAS, Airport is changing and consolidating employee parking facilities;

WHEREAS, Airport is in process of considering alternate arrangements for employee shuttle transportation;

WHEREAS, City and Contractor desire to amend the Agreement as previously amended to their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and the Contractor agree as follows:

Section 1. Section 2 of the Agreement as amended is deleted in its entirety and the following is substituted in its place:

Section 2. Schedules. Employee shuttle bus operations will be scheduled to begin from the Employee Parking Lot(s) on a continual run basis. Maximum allowable headways from the Employee Parking Lot(s) to the Main Terminal are every fifteen (15) minutes twenty-four hours a day, except during shift change times when the maximum allowable headways are every five (5) minutes. Schedules are to be submitted to the Airport Director, or his/her designated representative, for approval in writing.

Total vehicle hours of operations will initially be based on a minimum of one hundred forty-six (146) hours of operations per day. Upon relocation of employee parking from Lot C to the new Springdale Lot, vehicle hours of operations will initially be based on a minimum of one hundred fifty-seven (157) hours of operations per day. The Airport Director, or his/her designated representative, shall have the sole right to schedule the buses and revise said schedule, including without limitation the number of vehicle hours of operations per day, routes and stops without any liability or loss of any kind whatsoever, including without limitation loss profits, consequential, incidental, or special damages.

Section 2. Section 3, subsection A of the Agreement as amended is deleted in its entirety and the following substituted in its place.

A) The term of this Agreement shall consist of eight (8) years and one (1) month, commencing on June 1, 1994 and ending on June 30, 2002, unless sooner terminated in accordance with other provisions of this Agreement.

Section 3. Section 4 of the Agreement as amended is deleted in its entirety and the following substituted in its place.

Beginning June 1, 1994, the base payment due hereunder shall be at the rate of \$20.85 per vehicle hour of operation.

Beginning June 10, 1996, the base payment due hereunder, for vehicles meeting the specifications set forth in Section 7 of the Agreement, shall be at the rate of \$23.00 per vehicle hour of operation.

Beginning June 1, 2000, the base payment due hereunder shall be at the rate of \$25.25 per vehicle hour of operation.

Beginning June 1, 2001, the base payment due hereunder shall be at the rate of \$25.75 per vehicle hour of operation.

Beginning January 1, 2002, the base payment due hereunder shall be at the rate of \$35.35 per vehicle hour of operation.

Beginning June 1, 2000, should the average price of diesel fuel paid by Contractor (as documented in monthly fuel statement from their fuel supplier) reach \$1.40 then the base per vehicle of operation hourly rate shall be increased by \$.20 (zero and 20/100 dollars). For each average price per gallon increase of \$.10 (zero and 10/100 dollars), the hourly rate shall increase \$.20 (zero and 20/100 dollars). Should the average price per gallon of fuel decrease by \$.10 (zero and 10/100 dollars), the hourly rate shall decrease \$.20 (zero and 20/100 dollars), but not below the base hourly rate of \$25.25 from June 1, 2000 through May 31, 2001 and \$25.75 from June 1, 2001 through December 31, 2001. This adjustment clause will be limited to a cumulative maximum increase of \$1.60 during the term of the extension. From June 1, 2000 through May 31, 2001 the maximum per vehicle hour of operation payment is \$26.85. From June 1, 2001 through December 31, 2001 the maximum per vehicle hour of operation payment is \$27.35.

Beginning January 1, 2002, should the average price of diesel fuel paid by Contractor (as documented in monthly fuel statement from their fuel supplier) reach \$1.50 then the base per vehicle of operation hourly rate shall be increased by \$.20 (zero and 20/100 dollars). For each average price per gallon increase of \$.10 (zero and 10/100 dollars), the hourly rate shall increase \$.20 (zero and 20/100 dollars). Should the average price per gallon of fuel decrease by \$.10 (zero and 10/100 dollars), the hourly rate shall decrease \$.20 (zero and 20/100 dollars), but not below the base hourly rate of \$35.35. This adjustment clause will be limited to a cumulative maximum increase of \$1.60 during the term of the extension. From January 1, 2002 through June 30, 2002 the maximum per vehicle hour of operation payment is \$36.95.

WHEREAS, Ordinance 64063 approved May 28, 1997, established a public works and improvement program at the Airport providing for the planning, designing, programming, construction, training, maintenance and the implementation of an Airport Noise Management System (the "Program") at a total estimated cost of One Million Five Hundred Thousand Dollars (\$1,500,000), authorized an initial appropriation of One Million Five Hundred Thousand Dollars (\$1,500,000) from the Airport Development Fund for the payment of costs authorized therein, and contained an emergency clause;

WHEREAS, Ordinance 64358 approved April 2, 1998, amended Section Three of the Noise Management System Ordinance No. 64063 by adding a new paragraph authorizing the Director of Airports to enter into and execute on behalf of the City certain easement agreements and right of access agreements and any attendant or related documents deemed necessary to effectuate the terms set forth therein and/or deemed necessary to preserve and protect the City's interest with various political subdivisions, municipalities or persons, thereby granting to the City easements and/or right of access for the purpose of installing, operating and maintaining a noise monitoring system necessary for the implementation of the Program, and contained an emergency clause; and

WHEREAS, Ordinance No. 64596 approved February 18, 1999 amended Section One of the Noise Management System Ordinance No. 64063 as previously amended to increase the estimated total cost for the Program provided for in Ordinance 64063 as amended to Five Million Dollars (\$5,000,000), amended Section Two of the Noise Management System Ordinance No. 64063 as previously amended to provide for supplemental appropriations as funds become available in order to continue the Program and the payment of costs authorized therein, and authorized the First Supplemental Appropriation in the amount of One Million Dollars (\$1,000,000) from the Passenger Facility Charge Fund, into the Noise Management System Ordinance No. 64063 as amended.

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

SECTION ONE. There is hereby authorized a Second Supplemental Appropriation in the total amount of One Million Two Hundred Thousand Dollars (\$1,200,000), from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984 into the Noise Management System Ordinance No. 64063 approved May 28, 1997 as previously amended by Ordinance No. 64358 approved April 2, 1998 and Ordinance No. 64596 approved February 18, 1999, for the payment of costs authorized therein.

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

Approved: January 30, 2002

**ORDINANCE #65412
Board Bill No. 275**

An ordinance approving a Redevelopment Plan for the 3824 Juniata Street 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 November 27, 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 occupied and the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available ten (10) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for the 3824 Juniata Street Area", dated November 27, 2001, consisting of a Title Page, a Table of Contents Page, and thirteen (13) 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 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) described in Exhibit "A", attached hereto and incorporated herein, known as the 3824 Juniata Street Area ("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 November 27, 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 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 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 redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement for a total period of up to ten (10) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

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

the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

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

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 3824 JUNIATA STREET AREA
LEGAL DESCRIPTION**

CB 4112 2 JUNIATA ST., 30 ft. by 127 ft. 6 in., Tower Grove Pl. Add'n., lot 8. (4112-00-00200)

**EXHIBIT "B"
FORM: 11/20/01**

BLIGHTING STUDY AND PLAN
FOR
THE 3824 JUNIATA STREET AREA
PROJECT #9362
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
NOVEMBER 27, 2001

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
THE 3824 JUNIATA STREET AREA**

PAGE

A.	EXISTING CONDITIONS AND FINDING OF BLIGHT	1
1.	DELINEATION OF BOUNDARIES	1
2.	GENERAL CONDITION OF THE AREA	1
3.	PRESENT LAND USE OF THE AREA	1
4.	PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES	1
5.	CURRENT ZONING	2
6.	FINDING OF BLIGHT	2
B.	PROPOSED DEVELOPMENT AND REGULATIONS	
1.	DEVELOPMENT OBJECTIVES	2
2.	PROPOSED LAND USE OF THE AREA	2
3.	PROPOSED ZONING	3
4.	RELATIONSHIP TO LOCAL OBJECTIVES	3
5.	PROPOSED EMPLOYMENT FOR THIS AREA	3
6.	CIRCULATION	3
7.	BUILDING AND SITE REGULATIONS	3
8.	URBAN DESIGN	3
9.	PARKING REGULATIONS	4

10. SIGN REGULATIONS 4
 11. BUILDING, CONDITIONAL USE AND SIGN PERMITS 5
 12. PUBLIC IMPROVEMENTS 5

C. PROPOSED SCHEDULE OF DEVELOPMENT 6

D. EXECUTION OF PROJECT 6

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

E. COOPERATION OF THE CITY 6

F. TAX ABATEMENT 7

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

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

H. MODIFICATIONS OF THIS PLAN 8

I. DURATION OF REGULATIONS AND CONTROLS 9

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 3824 Juniata Street Redevelopment Area ("Area") consists of one single-family building in poor condition on land totalling approximately 0.07 acre in the Tower Grove South neighborhood of the City of St. Louis ("City"). The Area is in the block bounded by Spring Avenue on the east, Gustine Avenue on the west, Juniata Street on the north and Connecticut Street on the south.

The legal description for 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 part of City Block 4112 and 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 7.8% unemployment rate for the City as of August, 2001. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area

3. PRESENT LAND USE OF THE AREA

Existing land uses within the area include one occupied, single-family building in poor condition.

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 generally residential. Residential density for the surrounding neighborhoods is approximately 16 persons per acre.

5. CURRENT ZONING

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

The primary objective of this Plan is to facilitate the rehabilitation of this deteriorated building.

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "B" Two-Family Dwelling by the City of St. Louis Zoning Code. Redevelopers contracting with the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall not be permitted to use said property for any use not allowed in the "B" Two-Family Dwelling District. Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area may remain "B" Two-Family Dwelling 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 permanent new jobs will be created if the Area is developed in accordance with this Plan.

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.

8. URBAN DESIGN

a. **Urban Design Objectives**

The property shall be rehabilitated so it is an attractive residential structure within the surrounding neighborhood.

b. **Urban Design Regulations**

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

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, non-scrub trees shall be retained.

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.

When 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 acquire no 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 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 shall hereby be entitled to ad valorem tax abatement benefits for a period not to exceed ten (10) years from the commencement of such tax abatement. A Redeveloper may seek such tax abatement pursuant to Sections 99.700 -99.715, Revised Statutes of Missouri, upon application as provided therein.

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

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

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

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

A Redeveloper shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including the "Equal Opportunity and Nondiscrimination Guidelines" in Exhibit "E", attached.

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof. All of the provisions of Section G shall be enforceable against the Redeveloper, its heirs, successors or assigns, by the LCRA, the City, any state having jurisdiction or the United States of America.

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

**THE 3824 JUNIATA STREET AREA
LEGAL DESCRIPTION**

CB 4112 2 JUNIATA ST., 30 ft. by 127 ft. 6 in., Tower Grove Pl. Add'n., lot 8. (4112-00-00200)

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 Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

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

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

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

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: February 6, 2002

ORDINANCE NO. 65412 - EXHIBITS B, C & D

