

**ORDINANCE #67390**  
**Board Bill No. 303**  
**Committee Substitute**

An ordinance pertaining to Special Use Districts; establishing North Broadway Vicinity Commercial Areas Special Use District (hereinafter "District"); providing definitions, standards and regulations for said District; and containing an emergency clause.

**WHEREAS**, Ordinance 66941 provides for the establishment of Special Use District ("SUD"); and

**WHEREAS**, the purpose for creation of a SUD as an overlay zoning district for a specific Zoning Districts area should be to assist in the implementation of the Strategic Land Use Plan ("Plan"), Commercial District Redevelopment Plan(s) and/or an adopted Neighborhood Plan for a specific geographic area of at least two (2) contiguous acres per a metes and bound legal description; and

**WHEREAS**, the purpose for creation of a SUD as an overlay zoning district for a specific Zoning Districts area should also respond to well-defined health, safety, moral and/or general welfare problems. A specific SUD ordinance shall state the problems addressed by any use being prohibited or limited within the SUD area.

**WHEREAS**, this specific SUD is being adopted as an overlay district to reflect the character within the Commercial Zoning Districts ("F" Neighborhood Commercial and "G" Local Commercial and Office), and the related business oriented Districts ("J" Industrial and "K" Unrestricted) as well as nearby residential Districts which contain existing land uses with the health, safety and/or general welfare problems.

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

**SECTION ONE.** Defined Terms.

- A)** The following terms are defined specifically for North Broadway Vicinity Commercial Areas SUD and shall supersede any same or similar terms defined elsewhere in the Zoning Ordinance for land within the SUD Boundaries.
- 1) **Salvage and Junk Yard Operation:** A use on open areas of a parcel of land of which involves any one or combination of the following: Collecting, cutting, dismantling, sorting, separating, reworking, and/or repacking of any used damaged or undamaged machinery, vehicles, scrap iron, metals, tires, plastics, cloth, construction materials, waste paper, aluminum and/or glass products and/or rubber products as well as the purchase and/or sale of such items. Such operations shall also include "Salvage and Junk Yard Operators" as defined by Section 8.82.170 of the Revised Code of the City of St. Louis. This definition shall not include the collection of recyclable aluminum and paper by nonprofit organizations, nor shall this definition include scrap metal processing, manufacturing and storage by a Major Scrap Metal Processor as defined herein.
  - 2) **Major Scrap Metal Processor:** An operation having a fixed location using processing machinery and equipment with assessed value not less than \$1,000,000 and utilized for processing, manufacturing and storage of iron, steel or non-ferrous metallic scrap into prepared grades, having a principal product of scrap iron, scrap steel or non-ferrous metal scrap for sale for remelting purposes, and employing more than twenty-one (21) full-time employees for a minimum of one (1) continuous year.
  - 3) **Vehicle Repair Facility:** Any use involving major vehicle repair work, including the installation or removal of engines, radiators, transmissions, differentials, fenders, doors, bumpers or other major body or mechanical parts, or spray painting, but not including tire recapping or the outdoor storage of wrecked or otherwise damaged and immobilized vehicles.
  - 4) **Vehicle Service Center:** Any use involving servicing and minor repair of vehicles, including vehicle washes or detailing, diagnostic services, vehicle lubrication and minor engine repair such as tune-ups and the sale and installation of minor parts and accessories such as radios, sound systems or vehicle alarm systems, tires, batteries, shock absorbers, brakes, mufflers, tail pipes or combination thereof. This use shall not include establishments engaged in major repair work in a Vehicle Repair Facility as defined herein, nor shall this use include any establishments that provide spray painting on the premises.
  - 5) **Vehicle Storage Lot:** A use on open areas of a parcel of land involving any one or combination of the following: towed vehicle storage whether or not such vehicles are damaged, outdoor storage of vehicles which are neither wrecked, otherwise damaged or immobilized for a time period not to exceed ninety (90) days; or outdoor storage of vehicles which are wrecked, otherwise damaged or immobilized for a time period not to exceed thirty (30) days. This use shall not include Salvage and Junk Yard operation or Major Scrap Metal processor as defined herein.

- 6) Used Vehicle Sales Lot: A use on open areas of a parcel of land involving the outdoor retail or wholesale sale of used vehicles which are neither wrecked, otherwise damaged nor immobilized within a time period not to exceed ninety (90) days. This use shall not include Salvage and Junk Yard Operations or Major Scrap Metal Processors as defined herein.
- 7) Vehicular-Related Business Operation: A use on open areas of a parcel of land where operations defined in this Section Four, Paragraphs A (3) through A (6) are conducted.

**SECTION TWO.** Findings.

The Board of Aldermen hereby finds as follows:

- A) The Special Use District (“SUD”) established in this Ordinance will assist in the implementation of the Strategic Land Use Plan (“Plan”) for a specific geographic area of at least two (2) contiguous acres per a metes and bound legal description, which description is included in this Ordinance (the “Boundaries”).
- B) The SUD established in this Ordinance as an overlay zoning district for the specific Zoning Districts currently included within Boundaries of the the District responds to well-defined health, safety, moral and/or general welfare problems, which problems include the following:
  - a. Difficulty in attracting new business to and retaining existing businesses in the District due to unattractive appearance of some existing uses.
  - b. A variety of criminal activities within the Boundaries of the SUD.
  - c. Some Salvage and Junk Yard Operations, Major Scrap Metal Processors, and Vehicular-Related Businesses within this SUD’s boundaries have presented significant problems over a long period of years at various sites, many of which also presented significant problems for surrounding properties.
  - d. Some Salvage and Junk Yard Operations, Major Scrap Metal Processors, and Vehicular-Related Businesses present problems that negatively impact neighboring properties with visual pollution, especially when there is a lack of adequate fencing or landscaping.
  - e. Some Salvage and Junk Yard Operations, Major Scrap Metal Processors, and Vehicular-Related Businesses present problems that negatively impact the surrounding neighborhoods with public nuisances and noise. Salvage and Junk Yard Operations in particular present problems regarding transactions involving stolen property.
- C) It is in the best interest of the residents of the City to establish the North Broadway Vicinity Commercial Areas Special Use District.

**SECTION THREE.** Special Use District Established. There is hereby established the North Broadway Vicinity Commercial Areas Special Use District.

**SECTION FOUR.** SUD Boundaries. The Boundaries of the North Broadway Vicinity Commercial Areas Special Use District shall be as follows:

Beginning at the intersection of the City Limits and the centerline of Scranton Avenue and proceeding along the centerlines in a generally clockwise direction east along Scranton and its prolongation to the Mississippi River, and thence in a southerly direction along the Mississippi River to the intersection of the prolongation of Brooklyn Avenue with the Mississippi River, and thence in a westerly direction along Brooklyn Avenue to Interstate 70, and thence in a northerly direction along Interstate 70 to the south boundary of Bellefontaine Cemetery, and thence in a northeasterly direction to N. Broadway, and thence in a northerly direction to Christian Avenue, and thence in a westerly direction to Church Road, and thence in a northerly direction to Bittner Street, and thence in an easterly direction to N. Broadway, and thence in a northerly direction along N. Broadway to Harlan Avenue, and thence in a westerly direction to Jordan Street, and thence in a northerly direction to Riverview Boulevard, and thence in a northeasterly direction along Riverview to N. Broadway, and thence in a northerly direction on the prolongation of N. Broadway to the City Limits, and thence in a northerly direction along the City Limits to the point of beginning.

**SECTION FIVE.** Salvage and Junk Yard Operation restrictions within the SUD Boundaries.

- A) All existing Salvage and Junk Yard Operations currently operating within the Boundaries of the SUD pursuant to a valid occupancy permit held by the existing owner or operator and a valid business license from the City of St. Louis held by such owner or operator shall be considered legal and conforming uses.
- B) No new or expanded Salvage and Junk Yard Operations shall be permitted within the Boundaries of the SUD, and any such new or expanded operations shall be non-conforming uses. Any such Operations which do not

comply with the requirements of Paragraph A of this Section Five as of the date of this Ordinance shall be considered non-conforming uses.

- C) A non-conforming use within the SUD must be discontinued within no more than thirty (30) days from the date upon which the City issues notice of the non-conforming use.
- D) No new owner or operator of an existing Salvage and Junk Yard Operation in the SUD Area shall be granted an occupancy permit for such existing Operation unless such new owner or operator accepts all conditions upon which previous permits and licenses for such Operation were based.
- E) If an owner or operator at an existing Salvage and Junk Yard Operation within the SUD Area discontinues its operations for more than thirty (30) days such Operation shall automatically become a “discontinued non-conforming use,” and such Operations shall then be in violation of Paragraph A of this Section Five.
- F) If a new owner or operator of an existing Salvage and Junk Yard Operation in the SUD Area applies for an occupancy permit more than thirty (30) days after the transfer of ownership, such application shall be denied.
- G) New or expanded Salvage and Junk Yard Operations proposed within the Boundaries of the SUD are prohibited illegal non-conforming uses, and the City shall deny applications for such Operations.
- H) New owners or operators of existing Salvage and Junk Yard Operations in “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J” and “L” zoning districts in the SUD Area may appeal denials to the City’s Board of Adjustment, provided that such appeals are made within thirty (30) days after the permit application is denied. New owners or operators of existing Salvage and Junk Yard Operations in the “K” zoning district in the SUD Area may appeal denials via the conditional use process described herein, provided that such appeals are made within thirty (30) days after the permit application is denied. Proposed owners or operators of new or expanded Salvage and Junk Yard Operations in the SUD Area, regardless of the zoning district in which Operations are proposed to be located, may appeal denials to the City’s Board of Adjustment, provided that such appeals are made within thirty (30) days after the permit application is denied. All appeal applications shall include a site plan showing the location of all buildings and structures, location of covered material storage, location and height of fencing, location of parking/queuing and paved areas, location of all vehicular entrances and surrounding streets, and location of outdoor lighting.
- I) Owners or operators of Salvage and Junk Yard Operations in the SUD Area appealing the denial of an occupancy permit via the conditional use process described herein, in addition to submitting the materials set forth in Paragraph H above, shall submit a written report explaining how such owner or operator will meet the Standards set forth in this Section Five, Paragraph K, of this Ordinance (the “Standards”). The Conditional Use Hearing Officer, after reviewing the site plan and report and after holding hearing thereon, may either approve the occupancy permit with conditions that include the Standards or deny the appeal. Following any denial by the Conditional Use Hearing Officer, the applicant may appeals such denial to the City’s Board of Adjustment as a variance, provided that such appeals are made within thirty (30) days after the permit application is denied by such Hearing Officer.
- J) Owners or operators of Salvage and Junk Yard Operations in the SUD Area appealing the denial of an occupancy permit to the City’s Board of Adjustment, in addition to explaining the practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning code for which a variance of the application of the zoning code is sought, shall also address the manner in which such owner or operator will meet the Standards set forth in Section Five, Paragraph K, of this Ordinance.
- K) Standards for a Salvage and Junk Yard Operation:
  - 1) Hours of Operation: A Salvage and Junk Yard Operation shall be permitted to operate only after 7 A. M. and before 6 P. M. on Mondays through Fridays, after 8 A. M. and before 4 P. M. on Saturdays, and shall not be permitted to operate on Sundays. No employee or agent of the owner or operator or any other person shall be permitted on the premises one-half hour before or one hour after the hours of operation. The hours of operation shall be conspicuously posted on all gates of the site.
  - 2) Security and Visual Screening: A Salvage and Junk Yard Operation shall be secured on all boundaries by an approved fence or wall to prevent unauthorized entry and shall provide visual concealment from all residential uses and residential zoning districts.
  - 3) Transaction Records: Transaction Records: No Salvage and Junk Yard owner or operator shall accept or make full or partial payment for any article of property, accept any article of property in trade for any other article of property, or otherwise purchase any article or property from any person (“Customer”) unless he shall make a photocopy of Customer’s valid and unexpired state-issued identification card or drivers’ license. If a Customer does not possess a valid and unexpired state-issued identification card or drivers’ license, owner or operator shall photograph the person from whom such article is being received. Such photograph is to be attached to a transaction form which

shall be completed at the time of the transaction. The transaction form shall include, but not limited to: 1) the date and time of sale, 2) place of sale, 3) name, 4) address, 5) date of birth, 6) social security number, 7) driver's license number (if different from social security number of seller), 8) description of seller, 9) home and business telephone number of seller, 10) employee handling the transaction and description of property sold to owner or operator, 11) the type and amount of consideration paid (including the routing number and bank account number of any check that is tendered for payment). The requirement that the seller be photographed shall not apply to any purchase or trade-in transaction which occurs at an auction or in the private house or office of the person selling said items but all other requirements as aforesaid shall remain in effect. The transaction form must be maintained by the Salvage and Junk Yard owner or operator for a minimum of one (1) year following the date of the transaction.

- 4) **Posted Notices:** Every Salvage and Junk Yard owner or operator shall display a notice to his customers in a prominent place to the effect that he is may be required to photograph and fingerprint every person selling or offering as full or part payment an item to him, pursuant to city Ordinance.
- 5) **Cash Purchase Record for Certain Metals:** No Salvage and Junk Yard Operation owner or operator shall purchase any metal articles for cash, including but not limited to copper, brass, copper alloy, nickel, nickel alloy, iron, steel, tin, mercury, lead, or any other metal alloy containing these materials unless such owner or operator shall also, in addition to the photograph, and transaction form described in this Section Five, Paragraph K, subparagraph 3, keep: 1) a photocopy of the operator or chauffeur's license of the person delivering the metal, 2) the state license number of the vehicle in which the metal was delivered, 3) the quantity of material purchased, 4) the general description of the form of the metal when received including whether the same is in the form of wire, cable, bars, fittings, guttering, rods, or tubing, 5) the names and addresses of the person, groups of persons, or corporation from whom the seller obtained the metal, and 6) the disposition of the metal after receipt by the Salvage and Junk Yard operator during all the time the metal is in his possession, including the name and addressee of any person, firm, or corporation to whom the metal is sold or exchanged by Salvage and Junk Yard operator.
- 6) **Record Retention and Inspection:** All records required by this Section shall be open for inspection by authorities of the City of St. Louis and/or the St. Louis Metropolitan Police Department and must be maintained by owner or operator and made available for inspection a minimum of one (1) year following the date of the transaction
- 7) **Manufactured Merchandise:** No Salvage and Junk Yard Operator shall receive any damaged or undamaged manufactured merchandise such as any camera, radio, television set, compact disc player, DVD player, home entertainment centers, audio and video equipment, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, cash register, still or moving picture projector or offset projector, dictating machine, record player, electric buffer, electric polisher, electric floor waxer, computer equipment, scanning machines, fax or any other technological media, whether used for entertainment, business or otherwise, or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia. The transaction form relating to the purchase of manufactured merchandise shall include the serial number or other identifying insignia.
- 8) **Restriction on Disposition:** No Salvage and Junk Yard operator shall sell, melt or shred any manhole cover, residential scale metal pipes and metal gutters for a minimum of a two (2) business days holding period following such operator's purchase or receipt of such items. The operator shall maintain such items in the form purchased during such holding period.
- 9) **Compliance:** Inspections shall occur periodically and during normal business hours to insure compliance with this ordinance and building, health, environmental and safety codes. Inspections will be performed by the Building Division of the Department of Public Safety of the City of Saint Louis, and inspector(s) may be accompanied by representatives of the St. Louis Metropolitan Police Department and federal law enforcement officers.
- 10) **Revocation of Permit:** The City may revoke any permit granted to any Salvage and Junk Yard owner or operator if such operator is convicted and/or enters a plea of guilty to the charge of receipt of stolen goods.
- 11) **Restrictions on Permit Issuance:** No permit for a Salvage and Junk Yard Operation shall be issued to any person or entity (whether owner or operator of such Operation) within two years after such person or entity has pled guilty or been found guilty of any violation of any city, state or federal law relating to the operation of a Salvage and Junk Yard Operation nor shall any such permit be issued to any person or entity (whether owner or operator of such Operation) within two years following the revocation of a permit for such Operation.

- 12) **Storage Locations:** No material purchased or offered for sale by any Salvage and Junk Yard Operation shall be stored within eight (8) feet of the fence (or wall) required by Paragraph K Subparagraph 2 above; no material nor shall be stacked higher than the lesser of the fence (or wall) height or fifteen (15) feet, unless such material is more than fifty (50) feet from the perimeter of the property lines.
  - 13) **Lighting:** Lighting appropriate for size of operation and site shall be provided for each Salvage and Junk Yard Operation and shall operate continuously after sundown and before sunrise, provided, however, that the lighting arrangement shall not be a disturbance to occupants of other property.
  - 14) **Fences or Walls:** Fences (or walls), required pursuant to Paragraph K, Subparagraph 2 above, shall conform to the requirements of Chapter 8.50 of the Revised Code of the City of St. Louis or to stricter requirements for Salvage and Junk Yard Operation sites as may be established by Board of Adjustment or Conditional Use Hearing Officers.
  - 15) **Paving:** Paving appropriate for size of operation and site as determined by Board of Adjustment or Conditional Use Hearing Officer shall be required for each Salvage and Junk Yard Operation.
  - 16) **Additional Standards:** The Board of Adjustment and/or the Conditional Use Hearing Officer may impose other standards, including but not limited to those in Section 26.80.010 of the Zoning Code, as deemed appropriate by the Board of Adjustment or Conditional Use Hearing Officer.
- L.** The Board of Adjustment's or Conditional Use Hearing Officer's decision to approve a variance or issue a permit with conditions based on the Standards listed in Section Five, Paragraph K, shall be valid for up to one (1) year after issuance of such variance or decision, during which time the applicant must fully meet all conditions of the variance or decision, including implementation of the approved site plan. The City shall issue permits only after completion of the work required to implement the approved site plan is complete and such completion is verified by the Zoning Administrator or Zoning Section staff. The Zoning Administrator may declare any permit null and void at any time if the Operation is not in compliance with the approved site plan and any conditions related to the issuance of the permit.

**SECTION SIX.** Major Scrap Metal Processor restrictions within the SUD Boundaries.

- A)** All existing Major Scrap Metal Processor operations currently operating within the boundaries of the SUD pursuant to a valid occupancy permit and a valid business license from the City of St. Louis shall be considered legal and conforming uses.
- B)** No new or expanded Major Scrap Metal Processor operations shall be permitted within the Boundaries of the SUD, and any such new or expanded operations shall be non-conforming uses. Any such operations which do not comply with the requirements of Paragraph A of this Section Six as of the effective date of this Ordinance shall be considered non-conforming uses.
- C)** A non-conforming use within the SUD must be discontinued within no more than ninety (90) days from the date upon which the City issues notice of the non-conforming use. New or expanded Major Scrap Metal Processor uses (as defined in this Section Six of this Ordinance) shall be conditional uses in the "K" zoning district in the SUD Area and shall be subject to the SUD Standards for Major Scrap Metal Processors in this Section Six, Paragraph L, of this Ordinance. Major Scrap Metal Processor uses shall not be permitted in any other zoning districts in the SUD Area except as provided herein.
- D)** No new owner or operator of an existing Major Scrap Metal Processor Operation in the SUD Area shall be granted an occupancy permit for such existing Operation unless such new owner or operator accepts all conditions upon which previous permits and licenses for such Operation were based.
- E)** If an owner or operator at an existing Major Scrap Metal Processor Operation within the SUD Area discontinues its operations for more than ninety (90) days, such Operation shall automatically become a "discontinued non-conforming use," and such Operations shall then be in violation of Paragraph A of this Section Six.
- F)** If a new owner or operator of an existing Major Scrap Metal Processor site in the SUD Area applies for an occupancy permit more than thirty (30) days after the transfer of ownership, the occupancy permit will be denied.
- G)** New or expanded Major Scrap Metal Processor operations within the boundaries of the SUD are prohibited and illegal non-conforming uses, and the City shall deny applications for such operations.
- H)** New owners or operators of existing Major Scrap Metal Processor operation sites in "A", "B", "C", "D", "E", "F", "G", "H", "I", "J" and "L" zoning districts in the SUD Area may appeal denials to the City's Board of Adjustment, provided that such appeals are made within thirty (30) days after the permit application is denied. New owners or operators of existing Major Scrap Metal Processor Operation sites in the "K" zoning district in the SUD Area may appeal denials via the conditional use process described herein, provided that such appeals are made within thirty (30) days after denial is issued. Proposed owners or operators of new or expanded Major

Scrap Metal Processor Operation sites in the SUD Area, regardless of the zoning district in which Operations are proposed to be located, may appeal denials to the City's Board of Adjustment, provided that such appeals are made within thirty (30) days after the permit application is denied. All appeal applications shall include a site plan showing the location of all buildings and structures, location of covered material storage, location and height of fencing, location of parking/queuing and paved areas, location of all vehicular entrances and surrounding streets, and location of outdoor lighting.

- I)** If an owner or operator applies for an occupancy permit for expanding an existing Major Scrap Metal Processor site onto contiguous property, provided that both immediately adjacent sites and sites separated by public streets and alleys shall all be considered contiguous, such owner or operator must operate the expanded area in a manner consistent with the more stringent of the Standards of Section Six, Paragraph L, or previously imposed conditions. The total aggregate area of the expansion shall be less than 50% of the area of the lawful site existing at the effective date of this Ordinance, and the expansions shall only be permitted in the "J" and "K" zoning districts. Expansion by an existing Major Scrap Metal Processor site onto contiguous property greater than 50% of the area of the lawful site existing at the effective date of this Ordinance shall require a variance from the City's Board of Adjustment and the processor must operate the entire site in a manner consistent with the more stringent of the Standards of Section Six, Paragraph L, or previously imposed conditions.
- J)** An owner or operator of a Major Scrap Metal Processor in the SUD Area appealing the denial of an occupancy permit via the conditional use process described herein, in addition to submitting the materials set forth in Paragraph H of this Section Six, shall submit a site plan and a written report explaining how such owner or operator will meet the Standards set forth in Section Six, Paragraph L of this Ordinance (the "Standards"). The Conditional Use Hearing Officer after reviewing the site plan and report and after holding a hearing thereon, may either approve the occupancy permit with conditions based on the Standards or deny the appeal. Following any denial by the Conditional Use Hearing Officer, the applicant may appeal such denial to the City's Board of Adjustment provided that such appeals are made within thirty (30) days after the permit application is denied by such Hearing Officer.
- K)** An owner or operator of a Major Scrap Metal Processor in the SUD Area appealing the denial of an occupancy permit to the City's Board of Adjustment, in addition to explaining the practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning code for which a variance of the application of the zoning code is sought, shall also address the manner in which such owner or operator will meet the Standards set forth in this Section Six, Paragraph L, with respect to the proposed use.
- L)** Standards for a Major Scrap Metal Processor:
- 1) Restrictions on permit issuance: No permit shall be issued to any person or entity for three (3) years after such person or entity has pled guilty or been found guilty of owning or operating a Major Scrap Metal Processor in violation of any city, state or federal law, nor shall any permit be issued to any person or entity within two years of the revocation of an occupancy permit.
  - 2) Storage Locations: No material shall be stored within three (eight (8) feet of the fencing or barrier required by Paragraph L, subparagraph 3 below; no material, nor shall any material be stacked higher than the lesser of the fence (or wall) height or fifteen (15) feet, unless such material is more than fifty (50) feet from the perimeter of the property lines..
  - 3) Fences or Walls: No permit shall be issued for any new or expanded Major Scrap Metal Processor pursuant to any application that does not conform to the barrier requirements of Chapter 8.50 of the Revised Code of the City of St. Louis.
  - 4) Lighting: No permit shall be issued for any new or expanded Major Scrap Metal Processor pursuant to any application that does not provide lighting appropriate for size of operation and site, which lighting shall operate continuously after sundown and before sunrise, provided, however, that the lighting arrangement shall not be a disturbance to occupants of other property.
  - 5) Compliance: Inspections shall occur periodically and during normal business hours to insure compliance with this ordinance and building, health, environmental and safety codes. Inspections will be performed by the Building Division of the Department of Public Safety of the City of Saint Louis.
  - 6) Evidence of Conformance: No permit shall be issued for any new or expanded Major Scrap Metal Processor pursuant to any application that does not provide evidence that such Processor meets the definition of a Major Scrap Metal Processor as defined herein.
  - 7) Other standards: The Board of Adjustment or Conditional Use Hearing Officer may impose other standards as such Board and/or Officer deem appropriate.
- M)** The Board of Adjustment's or Conditional Use Hearing Officer's decision to approve a variance or issue a permit with conditions based on the Standards listed in Section Six, Paragraph L shall be valid for up to one (1) year

after issuance during which time the applicant must fully meet all conditions of the variance or decision, including implementation of the approved site plan. The City shall issue the permits only after the work required to implement the approved site plan and conditions related to the issuance of the permit, if any, is complete and such completion is verified by the Zoning Administrator or Zoning Section staff. The Zoning Administrator may declare any permit null and void at any time if the Processor is not in compliance with the approved site plan and any conditions related to the issuance of the permit.

**SECTION SEVEN. Vehicular-Related Business Operations within SUD Boundaries.**

- A)** All existing Vehicular-Related Business Operations currently operating within the Boundaries of the SUD pursuant to a valid occupancy permit held by the existing owner or operator and a valid business license from the City of St. Louis held by such owner or operator shall be considered legal and conforming uses.
- B)** A non-conforming use within the SUD must be discontinued within no more than thirty (30) days from the date upon which the City issues notice of the non-conforming use. No new or expanded Vehicular-Related Business Operation shall be permitted within the Boundaries of the SUD, and any such new or expanded operation shall be a non-conforming use. Any such Operation which does not comply with the requirements of Paragraph A of this Section Seven as of the date of this Ordinance shall be considered non-conforming uses.
- C)** No new owner or operator of an existing Vehicular-Related Business Operation in the SUD Area shall be granted an occupancy permit for such existing Operation unless such new owner or operator accepts all conditions upon which previous permits and licenses for such Operation were based.
- D)** If an owner or operator of an existing Vehicular-Related Business Operation within the SUD Area discontinues its operations for more than thirty (30) days such Operation shall automatically become a "discontinued non-conforming use," and such Operation is then in violation of Paragraph A of this Section Seven.
- E)** If a new owner or operator of an existing Vehicular-Related Business Operation in the SUD Area applies for an occupancy permit more than thirty (30) days after the transfer of ownership, such application shall be denied.
- F)** New or expanded Vehicular-Related Business Operations proposed within the Boundaries of the SUD are prohibited illegal non-conforming uses, and the City shall deny applications for such Operations.
- H)** New owners or operators of existing Vehicular-Related Business Operation sites in "A", "B", "C", "D" and "E", "F", "G", "H", "I", "J" and "L" zoning districts in the SUD Area may appeal denials to the City's Board of Adjustment, provided that such appeals are made within 30 days after the permit application is denied. New owners/operators of existing Vehicular-Related Business Operation sites in the "F", "G", "H", "I", "J", "K" and "L" zoning districts in the SUD Area may appeal denials via the conditional use process described herein, provided that such appeals are made within 30 days after the permit application is denied. Proposed owners or operators of new or expanded Vehicular-Related Business Operations in the SUD Area, regardless of the zoning district in which Operations are proposed to be located, may appeal denials to the City's Board of Adjustment, provided that such appeals are made within thirty (30) days after the permit application is denied. All appeal applications shall include a site plan showing the location of all buildings and structures, location of covered material storage, location and height of fencing, location of parking/queuing and paved areas, location of all vehicular entrances and surrounding streets, and location of outdoor lighting.
- I)** Owners or operators of Vehicular-Related Business Operations in the SUD Area appealing the denial of an occupancy permit via the conditional use process described herein, in addition to submitting the materials set forth in Paragraph GH above, shall submit a written report explaining how such owner or operator will meet the Standards set forth in this Section Seven, Paragraph JK, of this Ordinance (the "Standards"). The Conditional Use Hearing Officer, after reviewing the site plan and report and after holding hearing thereon, may either approve the occupancy permit with conditions that include the Standards or deny the appeal. Following any denial by the Conditional Use Hearing Officer, the applicant may appeal such denial to the City's Board of Adjustment as a variance, provided that such appeals are made within 30 days after the permit application is denied by such Hearing Officer.
- J)** Standards for a Vehicular-Related Business Operation Appeal: The following standards shall be used in reviewing appeals of denials of occupancy permits for Vehicular-Related Business Operations within the Boundaries of the SUD.
  - 1) Hours of Operation: The Conditional Use Hearing Officer and/or the Board of Adjustment may limit hours of operation based on the anticipated effect of proposed business operations on adjacent or nearby residential, commercial, industrial, recreational or institutional land uses, based on any record of criminal or nuisance problems, and/or at the request of affected persons communicated at the Conditional Use Hearing.
  - 2) Prior Permit Violations: No permits shall be issued to any person or entity for two years after such person or entity has pled guilty or been found guilty of owning or operating a Vehicular-Related

Business Operation in violation of any city, state or federal law, nor shall any permit be issued to any person or entity within two years of the revocation of an occupancy permit.

- 3) **Parking:** The Conditional Use Hearing Officer and/or the Board of Adjustment may impose limitations on the number and type of vehicles parked at the site where the configuration of the site and/or its relationship to adjacent properties is anticipated to cause a nuisance and/or other problems for affected persons as communicated at the Conditional Use Hearing.
  - 4) **Open Storage and Visible Repair:** No repair of vehicles shall be allowed outside of buildings, no open storage of damaged vehicles awaiting repair or body work for more than two weeks shall be permitted, and no salvage and junkyard operations as defined herein shall be permitted.
  - 5) **Driveways and Parking Areas:** All parking and vehicular drives on the site must meet requirements contained in Sections 17.02.380 and 25.32.040 of the Revised Code of the City of St. Louis. All new curb cuts and/or changes in locations of curb cuts for entrance and exit driveways shall be subject to the approval of the Street Department.
  - 6) **Lighting:** No permit shall be issued for any new or expanded Vehicular-Related Business Operation pursuant to any application that does not provide lighting appropriate for size of operation and site, which lighting shall operate continuously after sundown and before sunrise, provided, however, that the lighting arrangement shall not be a disturbance to occupants of other property.
  - 7) **Fencing:** No permit shall be issued for any new or expanded Vehicular-Related Business Operation pursuant to any application that does not conform to fencing requirement of Section 26.40.027 of the Revised Code of the City of St. Louis or such other fencing requirements for Vehicular Related Business Operations as may be established by Board of Adjustment or Conditional Use Hearing Officer for the particular site.
  - 8) **Landscaping:** No permit shall be issued for any new or expanded Vehicular-Related Business Operation that does not propose adequate landscaping to mitigate the operation's impact on neighboring residences and businesses.
  - 9) **Signage:** No permit shall be issued for signage for any new or expanded Vehicular-Related Business Operation that does not conform to the provisions of Section 26.40.027, Items B2 through B6 of the Revised Code of the City of St. Louis.
  - 10) **Refuse:** No permit shall be issued for anyfor any new or expanded Vehicular-Related Business Operation where the site plan does not provide an adequate number and size of refuse dumpster enclosures.
  - 11) **Compliance:** Inspections shall occur periodically and during normal business hours to insure compliance with this ordinance and building, health, environmental and safety codes. Inspections will be performed by the Building Division of the Department of Public Safety of the City of Saint Louis.
  - 12) **Other standards:** The Board of Adjustment or Conditional Use Hearing Officer may impose other standards as such Board and/or Officer deem appropriate.
- K)** The Board of Adjustment's or Conditional Use Hearing Officer's decision to approve a variance or an appeal with conditions based on the Standards listed in Section Seven, Paragraph JK shall be valid for up to one (1) year after issuance during which time the applicant must fully meet all conditions, if any, and implement the approved site plan. The City shall issue the permits only after the work required to implement the approved site plan and conditions related to the issuance of the permit, if any, is complete and such completion is verified by the Zoning Administrator or Zoning Section staff. The Zoning Administrator may declare any permit null and void at any time if the Processor is not in compliance with the approved site plan and any conditions related to the issuance of the permit.

**SECTION EIGHT.** 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: February 9, 2007**

**ORDINANCE #67391  
Board Bill No. 308  
Committee Substitute**

An ordinance submitting to the qualified voters of the City of St. Louis a proposed amendment to the Charter of the City

of St. Louis by repealing existing Section 24 of Article IV, and enacting a new Section 24 of Article IV, relating to fines; providing for an election to be held therefor and the manner of voting thereat; and containing an emergency clause.

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

Section One. The following amendment to the Charter of the City of St. Louis is hereby proposed and submitted to the voters of the City of St. Louis and shall be voted upon at an election to be held as hereinafter provided.

The said amendment is in words and figures as follows:

Section 24 of Article IV of the Charter of the City of St. Louis relating to fines is hereby repealed, and enacted in lieu thereof is a new Section 24 which shall be and read as follows:

Section 24. No fine shall exceed Seven Hundred and Fifty Dollars or such other amount as the City may, by law, be authorized to impose.

Section Two. The foregoing proposed amendment to the Charter of the City of St. Louis shall be submitted to the qualified voters of the City of St. Louis at the next general election at which such proposal can legally considered and if said proposed amendment shall receive in its favor the votes of three-fifths of the qualified voters voting at such election for or against said proposed amendment such amendment shall be adopted and become a part of the Charter of the City of St. Louis from the date of said election. Qualified voters of the City of St. Louis may at the election aforesaid vote a ballot substantially in the following form:

**OFFICIAL BALLOT**

Instructions to voters:

To vote in favor of the proposition submitted upon this ballot, place an "X" in the square opposite the word "Yes" and to vote against any proposition submitted upon this ballot, place an "X" in the square opposite the word "No."

The amendment shall appear on the ballot substantially, as follows:

Yes \_\_\_\_\_  
No \_\_\_\_\_

Amendment to the City Charter

Proposition to amend the Charter of the City of St. Louis to increase the maximum fine to Seven Hundred and Fifty Dollars (\$750.00), by repealing existing Section 24 of Article IV and enacting a new Section 24 of Article IV relating to fines.

Section Three. The Board of Election Commissioners shall provide the ballots or voting machines or both and conduct the election and shall ascertain and certify the result thereof according to the law.

If voting machines are used, the aforesaid "OFFICIAL BALLOT" shall be placed or posted on the said voting machines wherever said machines are used under the direction of the Board of Election Commissioners for the City of St. Louis and according to law.

Section Four. Upon the approval of this Ordinance, it shall be published in the City Journal, the official publication of the City of St. Louis, Missouri. Proof of the publication of this Ordinance shall be made by affidavit of the City Register, and such affidavit shall be filed in the office of the City Register and a copy of such publication shall be attached thereto.

Section Five. This being an ordinance calling for an election for submission to the people of an amendment to the Charter of the City of St. Louis, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor pursuant to Article IV Sections 19 and 20 of the Charter.

**Approved: February 9, 2007**

**ORDINANCE #67392  
Board Bill No. 311  
Committee Substitute**

An ordinance pertaining to brick dealers, repealing Ordinance 59429 as codified in Section 8.28A of the Revised Code of the City of St. Louis, and enacting a new ordinance requiring every person engaged in the sale or purchase of bricks to have a valid city business license and a permit issued by the Director of Public Safety that is not more than ninety (90) days from the date of issue and further establishing rules and regulations for the that all brick dealers of bricks and purchase of bricks by such brick dealers; containing a penalty clause, a severability clause and an emergency clause.

**WHEREAS,** The theft of bricks from structures in the City is increasing; and

**WHEREAS,** Such thefts harm the public health, safety and welfare, in that: such thefts are often done by total or partial demolition of structures by persons who do not take precautions against the dangers of demolition; the structures from which bricks are stolen are frequently left in a condition which is dangerous; correction of such condition is an economic hardship on the owners, a danger to the public and entails additional expense to City agencies; and

**WHEREAS,** Many structures from which bricks are being stolen are the property of the Land Reutilization Authority, which, when it loses a building, loses its investment therein of public funds and a potential source of revenue; and

**WHEREAS,** The loss of brick structures impairs efforts to rehabilitate and revive neighborhoods;

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

**SECTION ONE.** Ordinance 59429 is hereby repealed and the following provisions are adopted in lieu thereof.

**SECTION TWO.** Definitions.

As used herein, the following terms have the following meanings:

- A. "Accept" used bricks means to assume possession or control of used bricks, whether or not payment is made therefor.
- B. "Brick" means a unit of building or street paving material, commonly made of clay hardened by heat, or of cinders, generally rectangular in shape, building bricks being generally smaller than paving bricks.
- C. "Brick dealer" means a person or entity engaged in brick dealing, and his agents or employees.
- D. "Brick dealing" means purchasing, or purchasing and selling, used bricks.
- E. "Brick Rustler" means any person removing bricks from a building or street without a valid business license and a valid brick dealers permit as provided for in the ordinance.
- F. "Used brick" means all bricks other than those which have never been used for building or paving purposes.

**SECTION THREE.** Brick dealer's permit--Required.

No person shall engage in brick dealing in the City without having a brick dealer's permit issued pursuant to this ordinance and a valid City business license.

**SECTION FOUR.** Brick dealer's permit--Application--issuance.

A. Application for a brick dealer's permit shall be made to the Director of Public Safety on a form provided by such Director and shall state where the business is to be carried on. A brick dealer shall have a separate brick dealer's permit for each place at which he purchases or sells bricks. A brick dealer's permit shall be issued for a period of one year. Before any permit shall be issued, the Director of Public Safety shall procure:

1. The applicant's written statement that the applicant has installed or has at the place of business for which the permit is sought a proper camera and has agreed to use it to photograph each person selling or otherwise transferring bricks to the applicant, and to make the photographs taken available to police officers or Department of Public Safety employees upon request;
2. The applicant's written statement that the applicant will maintain a register of all purchases and sales and will make the same available for inspection by police officers or Department of Public Safety employees upon request;
3. The applicant's acknowledgement of his obligation to require display of a demolition permit and a valid City business license before accepting used bricks.

B. At the time of issuance of a brick dealer's permit, the Director of Public Safety shall furnish a copy of this ordinance to the permittee.

C. No fee shall be required for a brick dealer's permit under this chapter, provided, however, that brick dealers shall be subject to all license and tax requirements imposed by or pursuant to other applicable ordinances.

**SECTION FIVE.** Brick dealer's permit--Revocation.

In addition to the penalties provided by this ordinance, the Director of Public Safety shall have power and authority to revoke any permit issued under this ordinance for any violation by a brick dealer at the location for which the permit was issued of any of the provisions of this ordinance. Such a permit may be revoked only after the permittee shall have been notified in a notice addressed to him at his mailing address as indicated on his brick dealer's permit application of the violation complained of. Such

notice shall also state that a hearing will be held before the Director of Public Safety on a date certain but not sooner than ten days after mailing of the notice, on the subject of revocation of the permit in question. Such hearings shall be, and be conducted as, "contested cases" under Chapter 536, Revised Statutes of Missouri as amended. In the event of revocation of a permit by the Director of Public Safety under this section, such Director shall notify all licensing authorities of the City, which shall proceed in the manner provided under this section to initiate proceedings for revocation of any license relating or pertaining to business activities of the brick dealer related to his business as a brick dealer, for example, a demolition contractor's license.

**SECTION SIX.** Photograph of brick seller required.

No brick dealer shall accept any used bricks from any person unless he shall make a photograph of such person holding the demolition permit for the structure from which such bricks were removed, in such a way that the demolition permit number and the issuing authority's name are visible in the photograph. All such photographs shall be developed and kept by the brick dealer at the location where the bricks were accepted by the dealer or to which the bricks were transported by the dealer after acceptance, for a period of one year from the date of the acceptance and shall be available to the police officers or Department of Public Safety employees for inspection during the brick dealer's normal business hours, and shall be furnished to them upon their written request. Failure to take, have developed, keep, or make available a photograph shall be deemed a violation of this ordinance.

**SECTION SEVEN.** Demolition permit requirements.

A. No brick dealer shall accept used bricks unless the seller has a current business license and a demolition permit is displayed for the demolition of the structure from which the bricks were removed.

B. No brick dealer shall accept used bricks from a person displaying a demolition permit issued by the Division of Building and Inspection of the Department of Public Safety of the City of St. Louis, if the expiration date on such permit is sixty or more days prior to the date it is displayed to the brick dealer, or if such dealer knows or in the exercise of ordinary care should know that such permit is forged or has been altered in any respect. The Director of Public Safety shall encourage brick dealers to verify data on demolition permits, and shall endeavor to make such verification as convenient as possible for brick dealers.

C. A failure of compliance by a brick dealer with this section in any respect shall be deemed a violation of this ordinance.

**SECTION EIGHT.** Register of transactions required.

A. Every brick dealer shall keep a written register at each location where he engages in brick dealing. Such register shall show, for each transaction involving acceptance of used brick by the dealer at that location:

1. The date and time thereof;
2. The seller's or transferor's name, address, motor vehicle operator's or chauffeur's license number, motor vehicle license plate number and social security number;
3. The quantity of brick sold or transferred;
4. The consideration paid or payable for such brick, if any;
5. The seller or transferor's statement of the location from which the brick was obtained;
6. The issuing authority, demolition permit number, and the date of each demolition permit displayed to him.

B. The register shall be open to inspection and copying by police officers or Department of Public Safety employees during the brick dealer's normal business hours.

C. The making of a false entry in, or the failure to make a complete entry of a transaction in, the register shall be deemed a violation of this ordinance.

**SECTION NINE.** Purchases from minors--Hours of operation.

No brick dealer shall purchase any used bricks from any minor, at any time, or from any person whomsoever, between the hours of seven p.m. and seven a.m.

**SECTION TEN.** Removal and Transportation of bricks.

No person shall remove bricks from a building or street without a valid business license and a valid brick dealer permit as provided for in the ordinance. It shall be a violation of this ordinance for any brick rustler to transport bricks upon any public right of way within the City of St. Louis.

**SECTION ELEVEN.** Penalty for violation.

A. Any brick dealer who shall conduct business in violation of any of the provisions of this ordinance shall be subject to a fine of not more than Five Hundred Dollars (\$500) or a term of imprisonment of not more than Ninety (90) days or by both a fine and imprisonment.

B. Any person who shall buy or sell bricks in violation of the provisions of this ordinance shall be subject to a fine of not more than Five Hundred Dollars (\$500) or a term of imprisonment of not more than Ninety (90) days or both a fine and imprisonment. For purposes of this section every brick purchased or sold in violation of this ordinance shall constitute a separate transaction and shall be deemed a separate violation for the purpose of assessing a penalty. The penalty for such violation shall be not less than Fifty Cents (\$.50) per brick.

**SECTION TWELVE. SEVERABILITY CLAUSE.** The provisions of this ordinance shall be severable. In the event that any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this ordinance are valid unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

**SECTION THIRTEEN.** 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: February 9, 2007**

**ORDINANCE #67393**  
**Board Bill No. 327**

An Ordinance recommended by the Planning Commission on December 6, 2006, to change the zoning of property as indicated on the District Map, to the "G" Local Commercial and Office District, so as to include the described parcel of land in City Block 3911; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Block 3911 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

A tract of land in city block 3911 being all of lot 13b of Motorworks building subdivision as per plat thereof recorded in book 12072005 page 91 of the city of St Louis records, St. Louis City, Missouri and being more particularly described as follows:

Beginning at the northeasterly corner of said lot 13b of Motorworks building subdivision on the southerly line of olive street 60 feet wide; thence along the easterly line of said lot 13b south 29 degrees 04 minutes 09 seconds west 155.10 feet to the southeasterly corner of said lot 13b being on the northerly line of an east/west 15 feet wide alley; thence along said northerly alley line north 60 degrees 52 minutes 52 seconds west 23.27 feet to the southwesterly corner of said lot 13b; thence leaving said northerly alley line along the westerly line of said lot 13b north 29 degrees 01 minutes 49 seconds east 155.10 feet to the southerly line of said olive street being the northwesterly corner of said lot 13b; thence along said southerly line of olive street south 60 degrees 52 minutes 52 seconds east 23.27 feet to the point of beginning and containing 3,617 square feet of 0.083 of an acre. According survey performed by Poehlman and Prost inc., project number 205-109.

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

See attached Exhibit

**Approved: February 9, 2007**

ORDINANCE NO. 67393 - EXHIBIT

# EXHIBIT A



### Current Zone

- |                                 |                               |
|---------------------------------|-------------------------------|
| A Single Family Dwelling Dist   | G Local Commercial District   |
| B Two Family Dwelling Dist      | H Area Commercial District    |
| C Multiple Family Dwelling Dist | I Central Business District   |
| D Multiple Family Dwelling Dist | J Industrial District         |
| E Multiple Family Dwelling Dist | K Unrestricted District       |
| F Neighborhood Commercial Dist  | L Jefferson Memorial District |

Rezoning Area

**Rezoning Area  
from C to G**

**PDA-210-06-REZ**

CITY OF ST. LOUIS  
PLANNING & URBAN  
DESIGN AGENCY  
FRANCIS G. SULLY, Mayor



**ORDINANCE #67394**  
**Board Bill No. 347**

An Ordinance recommended by the Planning Commission on January 3, 2007, to change the zoning of property as indicated on the District Map, from "B" Two-Family Dwelling District and "H" Area Commercial District to "D" Multiple-Family Dwelling District and "H" Area Commercial District in City Block 1463, so as to include the described parcels of land in City Block 1463; and containing an emergency clause.

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

**SECTION ONE.** The zoning designation of certain real property located in City Block 1463 is hereby changed to the "D" Multiple-Family Dwelling District and "H" Area Commercial District, real property being particularly described as follows:

Lot 1:

A tract of land being all of lots 1, 2, 20, and 21 and Part of Lots 3 and 19 of Block 27 of Tower Grove Park and Grand Avenue Addition, a subdivision according to the plot thereof as recorded in Plat Book 11, Pages 94 and 95, also being Part of City Block No. 1463 of the Recorder of Deeds Office for the City of St. Louis, Missouri and part of a 15 feet wide Alley as vacated by Ordinance No. 41827 and that part of a 25 feet wide Alley as vacated by Ordinance No. 56006 and being more particularly described as follows:

Commencing of the Southwest corner of above said City Block, said point also being the point of intersection of North line Juniata Street, 60 feet wide with the Easterly line of Grand Avenue, 80 feet wide; thence along said Easterly line North 02 degrees 18 minutes 15 seconds West 123.10 feet to the POINT OF BEGINNING of the herein described tract: thence continuing along last said Easterly line North 02 degrees 18 minutes 15 seconds West 142.11 feet to the Southerly line of Hartford Street, 60 feet wide, said point also being the Northwest corner of above said Lot 1; thence along last said Southerly line South 90 degrees 00 minutes 00 seconds East 288.72 feet; thence departing last said Southerly line South 00 degrees 00 minutes 00 seconds East 125.00 feet to the North line of a 15 feet wide Alley; thence along said North line North 90 degrees 00 minutes 00 seconds West 108.66 feet to the Easterly line of a 25 feet wide Alley as dedicated to the City of St. Louis, Missouri according to the plat thereof as recorded in the Plat Book 26, Page 6 of the above said records; thence along said Easterly line North 02 degrees 18 minutes 52 seconds West 13.81 feet to the Southerly line of that part of said 25 feet wide Alley as vacated by Ordinance No. 56006; thence departing last said Easterly line and along said Southerly line over, across and through above said 25 feet wide Alley South 87 degrees 41 minutes 08 seconds West 25.00 feet to the Westerly line of said 25 feet wide Alley; thence along said Westerly line South 02 degrees 18 minutes 52 seconds East 12.80 feet; thence departing last said Westerly line the following courses and distances: North 90 degrees 00 minutes 00 seconds West 66.32 feet; South 00 degrees 00 minutes 00 seconds West 17.00 feet; and North 90 degrees 00 minutes 00 seconds West 83.01 feet to the Easterly line of Grand Avenue, said point also being the Point of Beginning and containing 36,860 square feet or 0.846 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 24, 2006.

Lot 4:

A tract of land being all of Lots 6 and 7 and part of Lot 8 of Block 27 of Tower Grove Park and Grand Avenue Addition, a subdivision according to the plat thereof as recorded in Plat Book 11, Pages 94 and 95, also being Part of City Block No. 1463 of the Recorder of Deeds Office for the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the Southwest corner of above said City Block, said point also being the point of intersection of North line Juniata Street, 60 feet wide with the Easterly line of Grand Avenue, 80 feet wide; thence along last said North line North 90 degrees 00 minutes 00 seconds East 165.05 feet to the Easterly line of a 15 feet wide Alley and being the POINT OF BEGINNING of the herein described tract; thence along said Easterly line North 02 degrees 18 minutes 52 seconds West 125.10 feet to the South line of a 15 feet Alley; thence along said South line South 90 degrees 00 minutes 00 seconds East 118.06 feet; thence departing last said Southerly line South 00 degrees 00 minutes 00 seconds West 125.00 feet to the North line of above said Juniata Street; thence along said North line North 90 degrees 00 minutes 00 seconds West 113.01 feet to the Point of Beginning and containing 14,442 square feet or 0.332 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on July 27, 2006.

Lot 5:

A tract of land being part of Lot 8, all of Lots 9 and 10 and part of Lot 11 of Block 27 of Tower Grove Park and Grand Avenue Addition, a subdivision according to the plat thereof as recorded in Plat Book 11, Pages 94 and 95, also being Part of City Block No. 1463 of the Recorder of Deeds Office for the City of St. Louis, Missouri and being more particularly described as follows:

Commencing at the Southwest corner of above said City Block, said point also being the point of intersection of North line Juniata Street, 60 feet wide with the Easterly line of Grand Avenue, 80 feet wide; thence along last said North line North 90 degrees 00 minutes 00 seconds West 278.06 feet; thence departing last said North line North 00 degrees 00 minutes 00 seconds West, a distance of 125.00 feet to the South line of a 15 feet wide Alley; thence along said South line South 90 degrees 00 minutes 00 seconds East, a distance of 159.43 feet to a point being 20.00 feet East of the Northwest corner of above said Lot 11; thence departing last said South line South 00 degrees 06 minutes 46 seconds West, a distance of 125.00 feet to the North line of above said Juniata Street, said point being 20.00 feet East of the Southwest corner of said Lot 11; thence along said North line North 90 degrees 00 minutes 00 seconds West 159.18 feet to the Point of Beginning and containing 19,913 square feet or 0.457 acres more or less according to

calculations performed by Stock and Associates Consulting Engineers, Inc. on July 27, 2006.

Lot 6:

A tract of land being all of Lots 14 through 18 and Part of Lot 19 of Block 27 of Tower Grove Park and Grand Avenue Addition, a subdivision according to the plat thereof as recorded in Plat Book 11, Pages 94 and 95, also being Part of City Block No. 1463 of the Recorder of Deeds Office for the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the Northeast corner of above said City Block, said point also being the point of intersection of Hartford Street, 60 feet wide with the Westerly line of Arkansas Street 60 feet wide; thence along last said Westerly line South 00 degrees 06 minutes 46 seconds West 125.00 feet to the North line of a 15 feet wide Alley; thence along said North line North 90 degrees 00 minutes 00 seconds West 289.46 feet; thence departing last said North line North 00 degrees 00 minutes 00 seconds West 125.00 feet to the South line of above said Hartford Street; thence along said South line South 90 degrees 00 minutes 00 seconds East 289.70 feet to the Point of Beginning and containing 36,197 square feet or 0.831 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on July 27, 2006.

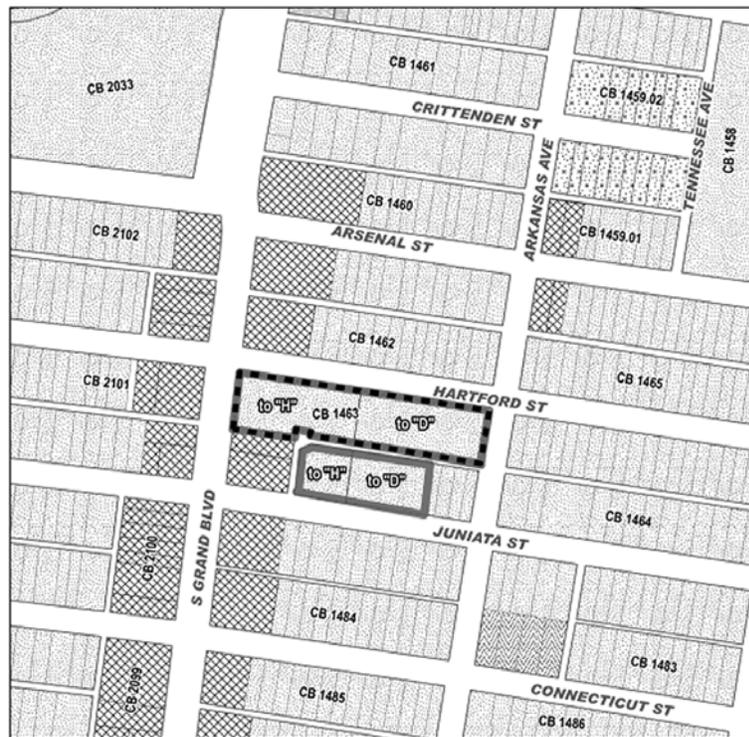
**SECTION 2.** This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

See attached Exhibit

**Approved: February 9, 2007**

**ORDINANCE NO. 67394 - EXHIBIT**

**EXHIBIT A**



**Current Zone**

A Single Family Dwelling Dist	G Local Commercial District	Split-Zoned Parcels ("B" & "H")
B Two Family Dwelling Dist	H Area Commercial District	Rezoning Area
C Multiple Family Dwelling Dist	I Central Business District	<b>PDA-002-07-REZ</b>
D Multiple Family Dwelling Dist	J Industrial District	CITY OF ST. LOUIS PLANNING & URBAN DESIGN AGENCY Honorable B. Scott Mayor
E Multiple Family Dwelling Dist	K Unrestricted District	N
F Neighborhood Commercial Dist	L Jefferson Memorial District	

**ORDINANCE #67395**  
**Board Bill No. 348**

An ordinance to extend the boundaries of the Central West End Certified Local Historic District under provisions of Title Twenty-Four of the Code of the City of St. Louis, a complete description of the boundaries of the District extension (the AREA) more fully described in the body of this ordinance, and providing for an adoption of the current development plan for the District including current Design Standards to be applied within the district, containing severability clauses and an emergency clause.

**WHEREAS**, the preservation, protection and enhancement of buildings, other structures, parks and items of natural or artificial phenomena located within a district impart a distinctive aspect to the City of St. Louis by serving as a visible reminder of the historic, architectural and cultural heritage of the City; and

**WHEREAS**, the AREA herein described as the Central West End Historic District extension has architectural and historical value which should be preserved for the people of the City of St. Louis and the State of Missouri; and

**WHEREAS**, the Central West End Historic District is distinct for the manner in which its historic buildings relate to one another and to the street, for its cross section of architectural styles and for its uniformity of construction.

**WHEREAS**, the combination of these physical characteristics and the importance of the AREA in the historical development of the City of St. Louis serves as a compelling reason for its preservation.

**WHEREAS**, the establishment and enforcement of controls over exterior architectural features within the AREA will ensure the on-going historical value of the Central West Historic District. At the same time, such controls must reasonably accommodate contemporary design and lifestyles in order to maintain and improve the quality of life of those residing within the AREA.

**WHEREAS**, Part III, Section Thirteen of Ordinance 94689 provides for the Amendment of historic districts ordinances and District boundaries and sets out the necessary procedures to be followed in establishing such a district.

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

**PART I**

Section One. Pursuant to and in accordance with Part III, Section 13, of Ordinance 64689 of the City of St. Louis, the area set out below is hereby designated as an addition to the Central West End Historic District to be known as the Central West End Historic District Extension and shall consist of the area described as follows:

Starting at the intersection of Walton Avenue and the alley south of Olive Street and proceeding north along the center line of Walton Avenue to the center line of Olive Street, then proceeding east along the centerline of Olive Street to the intersection of Olive Street and the alley east of Walton, proceeding north along the centerline of the alley east of Walton to the intersection of the alley north of Olive Street, proceeding east along the alley north of Olive Street to the intersection of that alley with Taylor Avenue, proceeding east across Taylor Avenue and continuing east along the alley north of Olive across the intersection of the alley with Newstead Avenue and then continuing east along the alley to the intersection with Pendelton Avenue. At the intersection of the alley north of Olive Street with Pendelton Avenue, continuing south along the center line of Pendelton Avenue to the south side of Olive Street, then proceeding east along the south side of Olive Street to the intersection of Olive Street and Boyle Avenue, proceeding south along the west side of Boyle Avenue to the alley south of Olive Street and then west along the alley south of Olive Street to the beginning.

Section Two. The proposed standards to be applied within the district including, but not limited to demolition, facades, setbacks, height, scale, materials, color and texture, for all structures and the design details of all fences, streets and drives, street furniture, signs and landscape materials are set out in the Central West End Historic District Development Plan and Design Standards (the Standards) previously adopted by Ordinance 56768 (B.B. No. 9). The Standards, which have been reviewed and approved by the Preservation Board, the Board of Public Service and the Planning and Urban Design Commission and recorded in the Office of the Recorder of Deeds, are hereby adopted and incorporated herein by reference. Copies of said standards shall also be filed for inspection in the Office of the Register and in the Office of the Building Commissioner.

Section Three. All sections of this ordinance are hereby declared to be independent sections and parts of sections and notwithstanding any other evidence of the legislative intent it is hereby declared to be the controlling legislative intent that if any provision of said section, or the application thereof to any person or circumstance, other than those as to which it is held invalid, shall not be affected thereby and it is hereby declared that this ordinance would have been passed independently of such section, sections or parts of a section so held to be invalid.

Section Four. This being an ordinance necessary for the immediate preservation of the Public Welfare, it is hereby declared to be an emergency measure and shall become effective immediately upon passage and approval of the Mayor.

**PART TWO**

## DEVELOPMENT PLAN

Section One. The current plan for future development of the Central West End Historic District extension is defined by the 2005 City of St. Louis Strategic Land Use Plan (the Plan). Under the Plan the District is defined as a Neighborhood Preservation Area with outlying nodes of Neighborhood Commercial Areas and one Opportunity Area. Implementation of the Plan is anticipated by building on the value of the neighborhood's inheritance of un-replaceable historic buildings by causing the adoption of a historic district ordinance containing design standards for rehabilitation and new construction, by limiting demolition of historic properties and by continued appropriate development of both residential and commercial properties within its boundaries. This projected development is expected to be funded not only through the use of the State and Federal Tax Credit for Historic Preservation Programs, but also through market rate investments in development of properties in the area.

Section Two. It is anticipated the establishment and enforcement of clear and consistent standards to govern the exterior architectural features within the Central West End Historic District extension will augment the benefits of the AREA's listing as part of a Certified Local Historic District as defined by Federal law by ensuring that all rehabilitation and/or new construction projects are executed to the same high standard and that the on-going historic and real estate value of properties within the Central West End Historic District extension will thus be maintained. At the same time, it is anticipated that these controls will reasonably accommodate contemporary design and lifestyles in order to maintain and improve the quality of life of those residing within the Benton Park Historic District.

It is also anticipated that the protection and rehabilitation of the existing building stock is in the best economic and social interest of the neighborhood, its residents and property owners as depletion of the existing building stock would not only

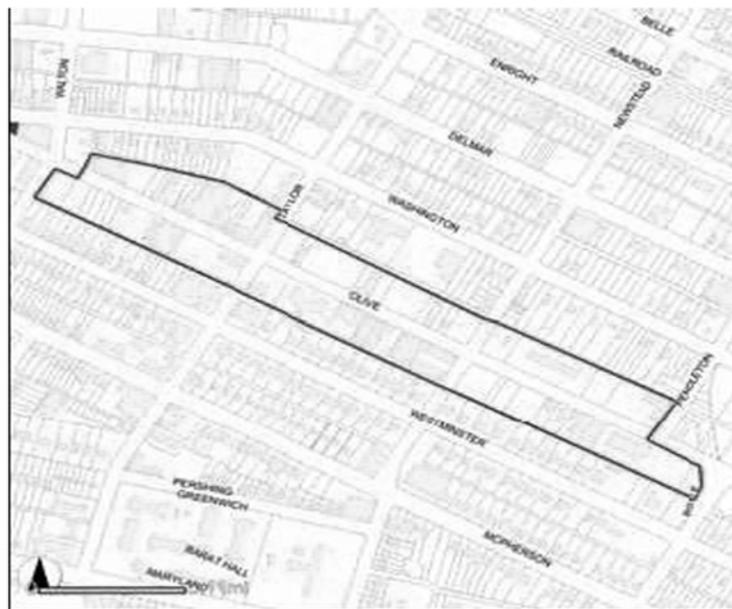
- threaten the National Register status of the district and thus the use of the Federal and State Historic Preservation Tax Credit programs,
- diminish the opportunity for increased tourism in the City's valuable historic areas, but also
- destroy the irreplaceable National treasure of this intact historic neighborhood with its highly detailed and richly ornamented brick buildings.

Section Three. Zoning Map: No changes in the current zoning map or of current uses are anticipated by the adoption of this historic district ordinance.

See attached Exhibit

**Approved: February 9, 2007**

**ORDINANCE NO. 67395 - EXHIBIT**



**ORDINANCE #67396**  
**Board Bill No. 354**

An ordinance to transfer Flood Regulations from the Zoning Code to the Building Code to create uniformity in their regulation; and containing a severability clause and an emergency clause.

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

**SECTION ONE.** Ordinance 65420, approved February 13, 2001 is hereby repealed.

**SECTION TWO.** Change Section 101.2.1 of Ordinance 66790 to read as follows:

**101.2.1 Appendices.** Provisions in the appendices shall not apply unless specifically adopted. For purpose of this code, Appendices G, H, I and J are adopted.

**SECTION THREE.** Change Appendix G of Ordinance 66790 to read as follows:

**APPENDIX G**

**FLOOD RESISTANT CONSTRUCTION**

**SECTION G101**  
**STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES**

**G101.1 Statutory authorization.** The Legislature of the State of Missouri has delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare. Therefore, the Board of Aldermen of the City of Saint Louis ordains as follows:

**G101.2 Findings of fact.**

**G101.2 1 Flood losses resulting from periodic inundation.** The special flood hazard areas of the City of Saint Louis, Missouri are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

**G101.2 2 General causes of the flood losses.** These flood losses are caused by

1. the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and
2. the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

**G101.2 3 Methods used to analyze flood hazards.** The Flood Insurance Study (FIS) that is the basis of this appendix uses a standard engineering method of analyzing flood hazards which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this appendix is representative of large floods which are characteristic of what can be expected to occur on the particular streams subject to this appendix. It is in the general order of a flood which could be expected to have a one percent chance of occurrence in any one year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials dated July 17, 1979 as amended, and any future revisions thereto.
- b. Calculation of water surface profiles are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.
- c. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point.
- d. Delineation of floodway encroachment lines within which no development is permitted that would cause any increase in flood height.
- e. Delineation of flood fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

**G101.3 Statement of purpose.** It is the purpose of this appendix to promote the public health, safety, and general welfare; to minimize those losses described in Article 1, Section B (1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (NFIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and to meet the

requirements of 44 CFR 60.3(d) by applying the provisions of this appendix to:

1. restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

## **SECTION G102 DEFINITIONS**

**G102.1. Scope.** Unless specifically defined below, words or phrases used in this appendix shall be interpreted so as to give them the same meaning they have in common usage and to give this appendix its most reasonable application.

**100-YEAR FLOOD.** See BASE FLOOD.

**ACCESSARY STRUCTURE.** Means the same as APPURTENANT STRUCTURE.

**ACTUARIAL RATES.** See RISK PREMIUM RATES.

**ADMINISTRATOR.** The Federal Insurance Administrator.

**AGENCY.** The Federal Emergency Management Agency (FEMA).

**APPEAL.** A request for review of the Floodplain Administrator's interpretation of any provision of this appendix or a request for a variance.

**APPURTENANT STRUCTURE.** A structure that is on the same parcel of property as the principle structure to be insured and the use of which is incidental to the use of the principal structure.

**AREA OF SPECIAL FLOOD HAZARD.** The land in the floodplain within the City of Saint Louis subject to a one percent or greater chance of flooding in any given year.

**BASE FLOOD.** The flood having a one percent chance of being equaled or exceeded in any given year.

**BASEMENT.** Any area of the structure having its floor subgrade (below ground level) on all sides.

**BUILDING.** See STRUCTURE.

**CHIEF EXECUTIVE OFFICER or CHIEF ELECTED OFFICIAL.** The Mayor of the City of Saint Louis.

**COMMUNITY.** The City of Saint Louis, Missouri.

**DEVELOPMENT.** Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

**ELEVATED BUILDING.** For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

**ELIGIBLE COMMUNITY or PARTICIPATING COMMUNITY.** A community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

**EXISTING CONSTRUCTION.** For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. EXISTING CONSTRUCTION may also be referred to as EXISTING STRUCTURES.

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by the City of Saint Louis.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

**FLOOD or FLOODING.** A general and temporary condition of partial or complete inundation of normally dry land areas from (1) the overflow of inland and/or (2) the unusual and rapid accumulation or runoff of surface waters from any source.

**FLOOD BOUNDARY AND FLOODWAY MAP (FBFM).** An official map of a city on which the Administrator has delineated both special flood hazard areas and the designated regulatory floodway.

**FLOOD ELEVATION DETERMINATION.** A determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

**FLOOD ELEVATION STUDY.** An examination, evaluation and determination of flood hazards.

**FLOOD FRINGE.** The area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

**FLOOD HAZARD BOUNDARY MAP (FHBM).** An official map of this city, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

**FLOOD INSURANCE RATE MAP (FIRM).** An official map of this city, on which the Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the city.

**FLOOD INSURANCE STUDY (FIS).** An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

**FLOODPLAIN, or FLOOD-PRONE AREA.** Any land area susceptible to being inundated by water from any source (see "flooding").

**FLOODPLAIN ADMINISTRATOR.** A Missouri Licensed design professional as appointed by the Building Commissioner.

**FLOODPLAIN MANAGEMENT.** The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

**FLOODPLAIN MANAGEMENT REGULATIONS.** Ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof, that provide standards for the purpose of flood damage prevention and reduction.

**FLOODPROOFING.** Any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

**FLOODWAY or REGULATORY FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**FLOODWAY ENCROACHMENT LINES.** The lines marking the limits of floodways on Federal, State and local floodplain maps.

**FREEBOARD.** A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

**FUNCTIONALLY DEPENDENT USE.** A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

**HIGHEST ADJACENT GRADE.** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**HISTORIC STRUCTURE.** Any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this code.

**MANUFACTURED HOME.** A structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."

**MANUFACTURED HOME PARK OR SUBDIVISION.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**MAP.** The Flood Hazard Boundary Map (FHBM), Flood Insurance Rate Map (FIRM), or the Flood Boundary and Floodway Map (FBFM) for the City of Saint Louis, issued by the Federal Emergency Management Agency (FEMA).

**MARKET VALUE** or **FAIR MARKET VALUE.** An estimate of what is fair, economic, just and equitable value under normal local market conditions.

**MEAN SEA LEVEL.** For purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on this city's Flood Insurance Rate Map (FIRM) are referenced.

**NEW CONSTRUCTION.** For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of the floodplain management regulations adopted by the City of Saint Louis and includes any subsequent improvements to such structures.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the city.

**(NFIP).** The National Flood Insurance Program (NFIP).

**PARTICIPATING COMMUNITY** also known as an **ELIGIBLE COMMUNITY.** A community in which the Administrator has authorized the sale of flood insurance.

**PERSON.** Any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

**PRINCIPALLY ABOVE GROUND.** At least 51 percent of the actual cash value of the structure, less land value, is above ground.

**RECREATIONAL VEHICLE.** A vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently towable by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

**REMEDY A VIOLATION.** To bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

**RISK PREMIUM RATES.** Those rates established by the Administrator pursuant to individual city studies and investigations which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. RISK PREMIUM RATES include provisions for operating costs and allowances.

**SPECIAL FLOOD HAZARD AREA.** See AREA OF SPECIAL FLOOD HAZARD.

**SPECIAL HAZARD AREA.** An area having special flood hazards and shown on an FHBM, FIRM or FBFBM as zones (unnumbered or numbered) A and AE.

**START OF CONSTRUCTION.** Includes substantial-improvements, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

**STATE COORDINATING AGENCY.** That agency of the state government, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

**STRUCTURE.** For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. STRUCTURE for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

**SUBSTANTIAL-DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial-damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

**VARIANCE.** A grant of relief by the city from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the city.

**VIOLATION.** The failure of a structure or other development to be fully compliant with the city's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this appendix is presumed to be in violation until such time as that documentation is provided.

**WATER SURFACE ELEVATION.** The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum where specified) of floods of various magnitudes and frequencies in the floodplain.

### SECTION G103 GENERAL PROVISIONS

**G103.1. Lands to which this appendix applies.** This appendix shall apply to all lands within the jurisdiction of the City of Saint Louis identified as numbered and unnumbered A zones and AE zones, on the Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) dated July 17, 1979 as amended, and any future revisions thereto. In all areas covered by this appendix, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Board of Aldermen or its duly designated representative under such safeguards and restrictions as the Board of Aldermen or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community, and as specifically noted in Section G105.

**G103.2. Floodplain Administrator.** A Missouri Licensed design professional as appointed by the Building Commissioner is hereby designated as the Floodplain Administrator.

**G103.3 Compliance.** No development located within the special flood hazard areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this appendix and other applicable regulations.

**G103.4 Abrogation and greater restrictions.** It is not intended by this appendix to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this appendix imposes greater restrictions, the provisions of this appendix shall prevail. All other ordinances inconsistent with this appendix are hereby repealed to the extent of the inconsistency only.

#### **G103.5 Interpretation.**

In their interpretation and application, the provisions of this appendix shall be held to be minimum requirements, shall be liberally construed in favor of the governing body, and shall not be deemed a limitation or repeal of any other powers granted by State statutes.

**G103.6 Warning and disclaimer of liability.** The degree of flood protection required by this appendix is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This appendix does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This appendix shall not create a liability on the part of the City of Saint Louis, any officer or employee thereof, for any flood damages that may result from reliance on this appendix or any administrative decision lawfully made thereunder.

**G103.7 Severability.** If any section, clause, provision, or portion of this appendix is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this appendix shall not be affected thereby.

**SECTION G104  
ADMINISTRATION**

**G104.1 Floodplain development permit.** A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in the areas described in Section M103.1. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

**G104.2 Designation of floodplain administrator.** The Missouri licensed design professional as designated by the Building Commissioner is hereby appointed to administer and implement the provisions of this appendix.

**G104.3 Duties and responsibilities of floodplain administrator.** The duties of the floodplain administrator shall include, but not be limited to:

1. Review of all applications for floodplain development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this appendix have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Missouri State Emergency Management Agency (SEMA) prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse; and
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed;
9. When floodproofing techniques are utilized for a particular non-residential structure, the floodplain administrator shall require certification from a Missouri licensed design professional.

**G104.4 Application for floodplain development permit.** To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract, house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;
6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the floodplain administrator;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

**SECTION G105  
PROVISIONS FOR FLOOD HAZARD REDUCTION**

**G105.1 General standards.**

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured homes, within any numbered or unnumbered A zones and AE zones, unless the conditions of this section are satisfied.
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this appendix. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any numbered A zone or AE zone on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:
  - a. design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - b. construction with materials resistant to flood damage;
  - c. utilization of methods and practices that minimize flood damages;
  - d. all electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
  - e. new or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
  - f. subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:
    - (1) all such proposals are consistent with the need to minimize flood damage;
    - (2) all public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
    - (3) adequate drainage is provided so as to reduce exposure to flood hazards; and
    - (4) all proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.
5. Storage, material, and equipment
  - a. The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited.
  - b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.
6. Accessory Structures

Structures used solely for parking and limited storage purposes, not attached to any other structure on the site, of limited investment value, and not larger than 400 square feet, may be con-structed at-grade and wet-flood-proofed provided there is no human habitation or occu-pancy of the struc-ture; the struc-ture is of single-wall design; a variance has been granted from the standard floodplain management requirements of this appendix; and a floodplain development permit has been issued.

**G105.2 Specific standards.**

1. In all areas identified as numbered and unnumbered A zones and AE zones, where base flood elevation data have been provided, as set forth in Section G105.1 A(2), the following provisions are required:
  - a. **Residential Construction.** New construction or substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to or above one foot above base flood elevation.
  - b. **Non-Residential Construction.** New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated to or above one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Section G104.3 (9).
  - c. Require, for all new construction and substantial-improvements, that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
    - (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided; and
    - (2) the bottom of all opening shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

**G105.3 Manufactured homes.**

1. All manufactured homes to be placed within all unnumbered and numbered A zones and AE zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
2. Require manufactured homes that are placed or substantially improved within unnumbered or numbered A zones and AE zones, on the community's FIRM on sites:
  - a. outside of manufactured home park or subdivision;
  - b. in a new manufactured home park or subdivision;
  - c. in an expansion to an existing manufactured home park or subdivision; or
  - d. in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial-damage as the result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above one foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. Require that manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within all unnumbered and numbered A zones and AE zones, on the community's FIRM, that are not subject to the provisions of Section G105.3 (2) of this appendix, be elevated so that either:
  - a. the lowest floor of the manufactured home is at or above one foot above the base flood level; or
  - b. the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

**G105.4 Floodway.** Located within areas of special flood hazard established in Section G103.1 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood

more than one foot at any point.

2. The community shall prohibit any encroachments, including fill, new construction, substantial-improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
3. If Section G105.4 (2) is satisfied, all new construction and substantial-improvements shall comply with all applicable flood hazard reduction provisions of Section G105.
4. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Section G105.1 (2).

#### **G105.5 Recreational vehicles.**

1. Require that recreational vehicles placed on sites within all unnumbered and numbered A zones and AE zones on the community's FIRM either:
  - a. be on the site for fewer than 180 consecutive days, or
  - b. be fully licensed and ready for highway use; or
  - c. meet the permitting, elevation, and the anchoring requirements for manufactured homes of this appendix.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

### **SECTION G106 FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES**

**G106.1 Establishment of appeal board.** The Board of Building Appeals as established by City of Saint Louis shall hear and decide appeals and requests for variances from the floodplain management requirements of this appendix.

**G106.2 Responsibility of appeal board.** Where an application for a floodplain development permit or request for a variance from the floodplain management regulations is denied by the floodplain administrator, the applicant may apply for such floodplain development permit or variance directly to the Appeal Board, as defined in Section G106.1.

The Board of Building Appeals shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this appendix.

**G106.3 Further appeals.** Any person aggrieved by the decision of the Board of Building Appeals may appeal such decision to the Circuit Court as provided in state statute.

**G106.4 Floodplain management variance criteria.** In passing upon such applications for variances, the Board of Building Appeals shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this appendix, and the following criteria:

1. The danger to life and property due to flood damage;
2. The danger that materials may be swept onto other lands to the injury of others;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the city;
5. The necessity to the facility of a waterfront location, where applicable;
6. The availability of alternative locations, not subject to flood damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles;
10. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,

11. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

**G106.5 Conditions for approving floodplain management variances.**

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items 2 through 6 below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
2. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination provided the proposed activity will not preclude the structure's continued historic designation.
3. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
5. Variances shall only be issued upon (a) a showing of good and sufficient cause, (b) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or appendices.
6. The City of Saint Louis shall notify the applicant in writing over the signature of a city official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this appendix.

**G106.6. Conditions for approving variances for accessory structures.** Any variance granted for an accessory structure shall be decided individually based on a case by case analysis of the building's unique circumstances. Variances granted shall meet the following conditions as well as those criteria and conditions set forth in Sections G106.4 and G106.5 of this appendix.

In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any variance issued for accessory structures that are constructed at-grade and wet-floodproofed.

1. Use of the accessory structures must be solely for parking and limited storage purposes in zone A only as identified on the city's Flood Insurance Rate Map (FIRM).
2. For any new or substantially damaged accessory structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Section G105.1(4)(b) of this appendix.
3. The accessory structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structure in accordance with Section G105.1 (4)(a) of this appendix. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces.
4. Any mechanical, electrical, or other utility equipment must be located above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Section G105.1 (4)(d).
5. The accessory structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Section G105.2 (1)(c).
6. The accessory structures must comply with the floodplain management floodway encroachment provisions of Section G105.4 D(2). No variances may be issued for accessory structures within any designated floodway, if any increase in flood levels would result during the 100-year flood.
7. Equipment, machinery, or other contents must be protected from any flood damage.
8. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the accessory structures.
9. The city shall notify the applicant in writing over the signature of a city official that (1) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high

as \$25.00 for \$100.00 of insurance coverage and (2) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this appendix.

10. Wet-floodproofing construction techniques must be reviewed and approved by the city and registered professional engineer or architect prior to the issuance of any floodplain development permit for construction.

**SECTION G107  
PENALTIES FOR VIOLATION.**

**G107.1 Scope.** Violation of the provisions of this appendix or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with granting of variances) shall constitute a misdemeanor. Any person who violates this appendix or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$ 500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Saint Louis or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

**SECTION G108  
AMENDMENTS**

**G108.1 Scope.** The regulations, restrictions, and boundaries set forth in this appendix time to time be amended, supplemented, changed, or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Saint Louis. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Region VII office of the Federal Emergency Management Agency (FEMA). The regulations of this appendix are in compliance with the National Flood Insurance Program (NFIP) regulations.

The degree of flood protection required by this appendix is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This appendix does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This appendix shall not create a liability on the part of the City of Saint Louis, any officer or employee thereof, for any flood damages that may result from reliance on this appendix or any administrative decision lawfully made thereunder.

**SECTION FOUR...SEVERABILITY CLAUSE.**

If a section, subsection, sentence, clause or phrase of this code is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

**SECTION FIVE...EMERGENCY CLAUSE**

This being an ordinance necessary for the immediate preservation of the public safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its approval by the mayor.

**SECTION SIX....CODIFIED**

It is the intent of the Board of Aldermen that this ordinance be codified in the Revised Code of the City of Saint Louis.

**Approved: February 9, 2007**

**ORDINANCE #67397  
Board Bill No. 355  
Committee Substitute**

An ordinance pertaining to the Planned Unit Development District for a portion of City Block 4794 to be known as the "Clifton Heights Townhomes Subdivision Planned Unit Development District"; repealing Ordinance 66681 which established said Planned Unit Development, and containing an emergency clause.

**WHEREAS**, on January 5, 2005, the Planning Commission of the City of St. Louis approved said Planned Unit Development District; and

**WHEREAS**, the Planning Commission approved and adopted a Sketch Plan by Resolution No. PDA-001-05-PUD with conditions; and

**WHEREAS**, this Board approved the Plan with said conditions, and

**WHEREAS**, some of the primary conditions have not yet been met; and

**WHEREAS**, there has been no interest shown to the Planning Commission, the City or the neighborhood by any entity that the Plans are at the site progressing; and

**WHEREAS**, the site is in danger of deteriorating and becoming unsightly and it is in the best interest of the City and the neighborhood that alternate plans be considered.

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

**SECTION ONE.** Ordinance 66681 approved the "Clifton Heights Townhomes Subdivision Planned Unit Development District", inclusive of a projected schedule of development which has not been extended by the Planning Commission as provided in Section 26.80.050 (L) of the Revised Code of the City of St. Louis.

**SECTION TWO.** Section 26.80.050 (L) of the Revised Code of the City of St. Louis provides that planned unit development approvals shall be valid for a period of eighteen (18) months unless within that time a building permit is obtained and substantial construction is commenced.

**SECTION THREE.** Eighteen (18) months having elapsed since the adoption of Ordinance 66681 without the issuance of a building permit and without substantial construction having been commenced, the provisions of Ordinance 66681 are hereby declared void and invalid.

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

**Approved: February 9, 2007**

**ORDINANCE #67398  
Board Bill No. 356**

An ordinance recommended by the Board of Public Service authorizing the 2007 St. Louis Works and the 50/50 Sidewalk Programs City Wide providing for the construction and reconstruction of gutters, streets, driveways, spot curbs, sidewalks, alleys, traffic controls, beautification, tree planting, resurfacing and related engineering adjustments listed herein, appropriating \$4,300,000.00 from the Street Improvement Fund; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated costs from City funds and supplemental agreements 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 SAINT LOUIS AS FOLLOWS:**

**Section One.** The Board of Public Service is hereby authorized to let contracts, employ and pay for labor, wages, consultants, equipment, computer programs and hardware, employees, supervision and otherwise provide for designing, constructing, reconstructing, replacing, beautifying, traffic controls, landscaping, paving, resurfacing, and related engineering adjustments to the streets, alleys and public rights-of-way in the twenty-eight wards of the City for the 2007 St. Louis Works and the 50/50 Sidewalk Programs as evidenced by Exhibit "A" attached hereto and on file in the City Register's Office.

**Section Two.** There is hereby appropriated Four Million Three Hundred Thousand Dollars (\$4,300,000.00) which is the aggregate estimated cost of the City's share of the Public Work authorized herein, from funds set aside and placed to the credit of the Street Improvement Fund" established by Ordinance 55852, approved March 31, 1971 and Ordinance 55964, 55965, and 55966, approved July 1, 1971 and any other subsequent ordinance, as amended and the Comptroller is authorized to draw warrants, accept gifts, make payments from the general fund and the Street Improvement Funds as they become available throughout the year to pay any portion of the cost of the labor, contracts, materials, equipment, computer programs, and public improvements contained and authorized herein by this St. Louis Works Construction Ordinance.

**Section Three.** The work provided for herein shall be carried out in accordance with detailed plans and specifications and necessary supplemental agreements to be approved by the Board of Public Service before bids are advertised therefor.

**Section Four.** If let by contract said contract, or contracts, shall provide that the contractor, or contractors, doing said work shall guarantee and keep in repair all of the work, equipment and materials used in connection therewith for a term of at least one year, commencing on the date of acceptance of the work by the City.

**Section Five.** All construction contracts let under authority of this ordinance shall provide that no less than the prevailing hourly rate of wages in the City of St. Louis, as determined by the Department of Labor and Industrial Relations of the State of Missouri (Section 290.210 through 290.340 RSMo 1995) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers. All contracts let in connection with the work provided for herein shall be subject to, and in conformance with, all statutes of the State of Missouri and the Charter and Code of the City of St. Louis.

**Section Six.** Any revenue received by the City from the 50/50 Sidewalk Program, gifts or cooperation agreements shall

be deposited to the credit of the individual wards, as established in Ordinance 62206.

**Section Seven.** To allow full participation and to help in the St. Louis Works Program, and to accomplish the overall goals for the improvements in all twenty-eight wards of the City; the Board of Public Service and the Comptroller are authorized to enter into supplemental agreements with various Federal, State, Local, and private entities to provide for funds, work, site dedications, and acquisitions by negotiations and condemnations.

**Section Eight.** All specifications approved by the Board of Public Service and contracts let under authority of this ordinance shall provide for compliance with the Presidential Executive Order 11246 and 379 on Equal Opportunity and the Mayor's Executive Order of December 22, 1986 on selection of experts and consultants. The Board of Public Service shall establish goals on all contracts of no less than twenty five (25%) participation by minority subcontractors and material suppliers and no less than five percent (5%) participation by women subcontractors and suppliers. It is the policy of the City of St. Louis to pursue the goal of having thirty percent of apprenticeship positions and twenty-five percent of all other positions involved in construction work in the St. Louis metropolitan area filled by residents of the City of St. Louis of these positions it is intend that one half be filled by members of minority groups and ten percent (10%) by females. The City will make a determination if the contractor has made a good faith effort to achieve this goals.

**Section Nine.** All sections of this ordinance are and shall be severable. In the event that any section of this ordinance is found to be illegal, the remaining sections of this ordinance shall remain valid and to the benefit of the City.

**Section Ten.** All advertisements for bids pursuant to this Ordinance shall be subject to Section 8.250, RSMo 1995.

**Section Eleven.** This being an ordinance to provide for public work and improvements, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

To Alderman:	<b>C.Q. Troupe</b>	<b>Ward 1</b>			
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals (all remaining alleys that are in poor condition)</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Terry	Kingshighway	Norwood	4	\$ 11,100
Pro	Terry	Norwood	Union	4	\$ 23,200
Pro	St. Louis	Norwood	Union	4	\$ 23,200
FD	Natural Bridge	Shreve	Euclid	4	\$ 9,500
<b>TOTAL:</b>					<b>\$ 67,000</b>

To Alderwoman:	<b>D. Flowers</b>	<b>Ward 2</b>			
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Hornsby	Gast	Church	4	\$ 15,000
Pro	Hornsby	Church	Newby	4	\$ 8,500
FD	Hornsby	Concord	Gast	2	\$ 10,000
Pro	N. Of McLaran	Broadway	Church	1	\$ 10,500
<b>TOTAL:</b>					<b>\$ 44,000</b>
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>
	Chain of Rocks	Broadway	City Limits	6	\$ 23,000
<b>TOTAL:</b>					<b>\$ 23,000</b>

To Alderman:		<b>F. Bosley</b>	<b>Ward 3</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
	22nd	Angelica	Glasgow		\$ 10,600
	Florissant	Prairie	Desoto	4	\$ 9,100
	Barrett	Glasgow	Garrison		\$ 5,200
	Barrett	Garrison	Grand		\$ 10,800
	Harper	Glasgow	Garrison		\$ 5,200
	Harper	Garrison	Grand		\$ 10,100
	Kossuth	Glasgow	Grove		\$ 4,800
	Kossuth	Grove	Pleasant		\$ 11,200
			<b>Total:</b>		<b>\$ 67,000</b>

To Alderman:		<b>O.L.Shelton</b>	<b>Ward 4</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>		<b>Grand Total</b>
	Annie Malone	Dr. M.L.K.	Kennerly		\$ 67,000
			<b>TOTAL:</b>		<b>\$ 67,000</b>

To Alderwoman:		<b>April Griffin</b>	<b>Ward 5</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	North Market	14th	Blair	2	\$ 4,200
Pro	Maffitt	Spring	Prairie	2	\$ 10,400
Pro	North Market	Blair	Florissant	2	\$ 3,600
FD	Cottage	Fall	Spring	1	\$ 8,100
			<b>Total:</b>		<b>\$ 26,300</b>
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>
	13th	North Market	St. Louis	2	\$ 40,700
			<b>TOTAL:</b>		<b>\$ 40,700</b>

To Alderman:		<b>L. Reed</b>	<b>Ward 6</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Rutger	California	Ewing	4	\$ 5,100
			<b>Total:</b>		<b>\$ 5,100</b>
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>
	18th	Park	Lasalle	3	\$ 31,900
	Park	Jefferson	Ohio	4	\$ 30,000
			<b>Total:</b>		<b>\$ 61,900</b>

To Alderwoman:		<b>Phyllis Young</b>	<b>Ward 7</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Allen	9th	Menard	2	\$ 5,400
Pro	Geyer	Jefferson	Ohio	2	\$ 10,200
Pro	Geyer	Ohio	California	3	\$ 9,200
Pro	Allen	Jefferson	Ohio	4	\$ 10,200
			<b>TOTAL:</b>		<b>\$ 35,000</b>
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>
	Sidney	Jefferson	Ohio	3	\$ 32,000
			<b>Total:</b>		<b>\$ 32,000</b>

To Alderman:		<b>S. Conway</b>	<b>Ward 8</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Street Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Grand Total</b>	
	Arsenal	Kingshighway	Brannon	\$ 67,000	
			<b>Total:</b>	<b>\$ 67,000</b>	

To Alderman:		<b>Ken Ortmann</b>	<b>Ward 9</b>	
The Following is a breakdown of				
<b>2007 S.L.W. Proposals</b>				
<b>\$67,000</b>				
<b>Sidewalk Proposals</b>				
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Grand Total</b>
	50/50 Sidewalk Program			\$ 67,000
	<b>Total:</b>			<b>\$ 67,000</b>

To Alderman:		<b>Joseph Vollmer</b>	<b>Ward 10</b>	
The Following is a breakdown of				
<b>2007 S.L.W. Proposals</b>				
<b>\$67,000</b>				
<b>Sidewalk Proposals</b>				
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Grand Total</b>
	50/50 Sidewalk Program			\$ 67,000
	<b>Total:</b>			<b>\$ 67,000</b>

To Alderman:		<b>Matt Villa</b>	<b>Ward 11</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Krauss	Minnesota	Michigan	2	\$ 4,600
Pro	Iron	Minnesota	Michigan	4	\$ 4,700
Pro	Iron	Michigan	Virginia	4	\$ 8,000
Pro	Iron	Virginia	Vermont	2	\$ 8,000
Pro	Iron	Vermont	Alabama	4	\$ 8,700
Pro	Bowen	Michigan	Virginia	2	\$ 3,400
Pro	Bowen	Virginia	Vermont	2	\$ 4,000
Pro	Fillmore	Virginia	Vermont	2	\$ 8,000
Pro	Koeln	Vermont	Alabama	2	\$ 5,000
FD	Delor	Nebraska	Pennsylvania	1	\$ 12,600
	<b>Total:</b>				<b>\$ 67,000</b>

To Alderman:		<b>Fred Heitert</b>	<b>Ward 12</b>		
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
	BPS - Morganford / River Des Peres Sidewalk & Curb Work				\$ 67,000
	<b>Total:</b>				<b>\$ 67,000</b>

To Alderman:		<b>Fred Wessels</b>		<b>Ward 13</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals (all remaining alleys that are in poor condition)</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
FD	Bates	Morganford	Gravois	1	\$ 9,600
Pro	Federer	Leona	Ray	3	\$ 7,500
Pro	Walsh	Ulena	Steffens	3	\$ 23,400
FD	Terrace	Rosa	Sigel	4	\$ 14,700
			<b>Total:</b>		<b>\$ 55,200</b>
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>
	Henry	Holly Hills	Milentz	5	\$ 11,800
			<b>Total:</b>		<b>\$ 11,800</b>

To Alderman:		<b>S. Gregali</b>		<b>Ward 14</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>
	Christy	Eichelberger	Wilcox	3	\$ 44,000
	To Be Determined				\$ 12,000
			<b>Total:</b>		<b>\$ 44,000</b>
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
FD	Bingham	Gravois	Jessica	1	\$ 11,000
			<b>Total:</b>		<b>\$ 11,000</b>

To Alderwoman:		<b>Jennifer Florida</b>		<b>Ward 15</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals (all remaining alleys that are in poor condition)</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	McDonald	Spring	Gustine	3	\$ 11,500
Pro	McDonald	Roger	Oakhill	5	\$ 9,500
Pro	Tholozan	Holt	Railroad	4	\$ 6,000
Pro	Parker	Roger	Oakhill	3	\$ 10,000
			<b>TOTAL:</b>		<b>\$ 37,000</b>
<b>Sidewalk Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
	50/50 Sidewalk Program				\$ 30,000
			<b>Total:</b>		<b>\$ 30,000</b>

To Alderwoman:		<b>Donna Baringer</b>		<b>Ward 16</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals (East of Hampton)</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Eichelberger	Macklind	January	3	\$ 14,000
Pro	Murdock	January	Sulphur	2	\$ 14,000
Pro	Murdock	Macklind	Wherry	4	\$ 10,000
Pro	Itaska	Macklind	January	2	\$ 14,000
FD/Pro	Winona	January	Sulphur	4	\$ 15,000
<b>Total:</b>					<b>\$ 67,000</b>

To Alderman:		<b>J. Roddy</b>		<b>Ward 17</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Grand Total</b>	
	Spring	Chouteau	Hickory	\$ 17,000	many requests
	Clayton	Vandeventer	Boyle	\$ 50,000	many requests
<b>TOTAL:</b>				<b>\$ 67,000</b>	

To Alderman:		<b>Terry Kennedy</b>		<b>Ward 18</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Lewis Place	Marcus	Walton	2	\$ 9,000 <i>Ald. Req.</i>
Pro	Delmar	Whittier	Pendelton	1	\$ 13,000 <i>Ald. Memo 9/21/06</i>
Pro	Enright	Whittier	Pendelton	2	\$ 13,000 <i>Ald. Memo 9/21/06</i>
Pro	Maryland	Whittier	Boyle	1	\$ 10,000 <i>Ald. Memo 9/21/06</i>
Pro	Mcpherson	Whittier	Boyle	2	\$ 10,000 <i>Ald. Memo 9/21/06</i>
Pro	Wabada	Euclid	Kingshighway	1	\$ 12,000 <i>Ald. Memo 9/21/06</i>
<b>TOTAL:</b>					<b>\$ 67,000</b>

To Alderman: <b>Mike McMillian</b> <b>Ward 19</b>						
The Following is a breakdown of						
<b>2007 S.L.W. Proposals</b>						
<b>\$67,000</b>						
<b>Alley Proposals</b>						
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>	
Pro	Park	Compton	Louisiana	3	\$ 8,000	<i>Ald. Req.</i>
Pro	Locust	Compton	Theresa	6	\$ 6,000	<i>Ald. Req.</i>
Pro	Cook	Spring	Red Foxx	5	\$ 2,300	<i>Ald. Req.</i>
Pro	Page	Prairie	Vandeventer	2	\$ 15,200	<i>Ald. Req.</i>
Pro	St. Vincent	Compton	Louisiana	2	\$ 8,000	<i>Ald. Req.</i>
FD/Pro	Henrietta	Compton	Louisiana	2	\$ 10,300	<i>Ald. Req.</i>
Pro	Hickory	Compton	Virginia	5	\$ 5,400	<i>Ald. Req.</i>
Pro	Chouteau	Compton	Virginia	3	\$ 4,500	<i>Ald. Req.</i>
Pro	Evans	Spring	Prairie	1	\$ 7,300	<i>Ald. Req.</i>
			<b>Total:</b>		<b>\$ 67,000</b>	

To Alderman: <b>Craig Schmid</b> <b>Ward 20</b>						
The Following is a breakdown of						
<b>2007 S.L.W. Proposals</b>						
<b>\$67,000</b>						
<b>Sidewalk Proposals</b>						
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>	
	50/50 Sidewalk Program				\$ 67,000	
			<b>Total:</b>		<b>\$ 67,000</b>	

To Alderwoman: <b>Bennice Jones King</b> <b>Ward 21</b>						
The Following is a breakdown of						
<b>2007 S.L.W. Proposals</b>						
<b>\$67,000</b>						
<b>Alley Proposals (all remaining alleys that are in poor condition)</b>						
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>	
Pro	Palm	Warne	Clay	2	\$ 8,600	
Pro	Lexington	Warne	Clay	2	\$ 8,600	
Pro	Sacramento	Marcus	Shreve	1	\$ 9,000	
FD	Sacramento	Cora	Marcus	4	\$ 6,500	
Pro	Lee	Athlone	Clarence	2	\$ 17,300	
Pro	Lee	Clarence	Newstead	2	\$ 17,000	
			<b>TOTAL:</b>		<b>\$ 67,000</b>	

To Alderman:		<b>Jeffrey Boyd</b>				<b>Ward 22</b>	
The Following is a breakdown of							
<b>2007 S.L.W. Proposals</b>							
<b>\$67,000</b>							
<b>Alley Proposals</b>							
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>		
Pro	Maffitt	Belt	Burd	1	\$ 6,000	csb	
Pro	Ridge	Belt	Granville	3	\$ 8,500		
Pro	Ridge	Granville	Burd	4	\$ 8,500		
Pro	Ridge	Temple	Blackstone	3	\$ 8,500		
Pro	Ridge	Shawmut	Goodfellow	3	\$ 8,500		
Pro	Wells	Blackstone	Shawmut	4	\$ 8,500		
Pro	Minerva	Montclair	Clara	2	\$ 8,500		
Pro	Wabada	Goodfellow	Hamilton	3	\$ 10,000		
<b>TOTAL:</b>					<b>\$ 67,000</b>		

To Alderwoman:		<b>K. Hanrahan</b>		<b>Ward 23</b>			
The Following is a breakdown of							
<b>2007 S.L.W. Proposals</b>							
<b>\$67,000</b>							
<b>Street Proposals</b>							
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>		
	Hancock	Ivanhoe	Jamieson		\$ 25,000		
	Hancock	Clifton	Watson		\$ 37,000		
<b>TOTAL:</b>					<b>\$ 62,000</b>		
<b>Alley Proposals</b>							
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>		
Pro	Tholozan	Hampton	Clifton	4	\$ 5,000		
<b>TOTAL:</b>					<b>\$ 5,000</b>		

To Alderman:		<b>Waterhouse</b>		<b>Ward 24</b>			
The Following is a breakdown of							
<b>2007 S.L.W. Proposals</b>							
<b>\$67,000</b>							
<b>Street Proposals</b>							
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Rating</b>	<b>Grand Total</b>		
	McCausland	Berthold	Clayton Rd.		\$ 67,000		
<b>TOTAL:</b>					<b>\$ 67,000</b>		

To Alderwoman:		<b>D. Kirner</b>		<b>Ward 25</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals (all remaining alleys that are in poor condition)</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Itaska	Alaska	Louisiana	3	\$ 13,000
Pro	Itaska	Louisiana	Tennessee	3	\$ 13,000
Pro	Virginia	Idaho	Itaska	4	\$ 12,000
FD	N. of Walsh	Compton	Virginia	2	\$ 5,000
FD	Delor	Virginia	Compton	1	\$ 7,000
Pro	Pulaski	Compton	Virginia	3	\$ 9,000
Pro	Mt. Pleasant	Compton	Virginia	3	\$ 8,000
<b>TOTAL:</b>					<b>\$ 67,000</b>

To Alderman:		<b>Frank Williamson</b>		<b>Ward 26</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Grand Total</b>	
	Hamilton	Delmar	Maple	\$	67,000
<b>Total</b>					<b>\$ 67,000</b>

To Alderman:		<b>Gregory Carter</b>		<b>Ward 27</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Street Proposals</b>					
	<b>Street</b>	<b>From</b>	<b>To</b>	<b>Grand Total</b>	
	Lillian	Riverview	City Limits	\$	67,000
<b>Total</b>					<b>\$ 67,000</b>

To Alderwoman:		<b>Lyda Krewson</b>		<b>Ward 28</b>	
The Following is a breakdown of					
<b>2007 S.L.W. Proposals</b>					
<b>\$67,000</b>					
<b>Alley Proposals</b>					
	<b>North Boundary</b>	<b>East Boundary</b>	<b>West Boundary</b>	<b>Rating</b>	<b>Grand Total</b>
Pro	Pershing	Euclid	Kingshighway	2	\$ 11,000
Pro	Washington	Union	Clara	2	\$ 32,000
Pro	McPherson	Rosedale	Skinker	3	\$ 12,000
Pro	Kingsbury	Rosedale	Skinker	3	\$ 12,000
<b>TOTAL:</b>					<b>\$ 67,000</b>

<b>#1 12/18/06 Saint Louis Works 2006 Budget - Exhibit B</b>								
			<b>510</b>	<b>514</b>	<b>210</b>	<b>900</b>	<b>910</b>	<b>Acct. Total</b>
Employees	5101	Personnel	109,200	735,000	42,408	85,000	264,412	1,236,020
	5112	Per-Performance		200,000	110,432			310,432
	5136	FICA	8,400	63,000	11,692	6,000	20,228	109,320
	5137	Health	10,300	56,000			18,054	84,354
	5138	Retirement	6,200	35,000			23,268	64,468
	5142	Life	400	2,000			1,010	3,410
	5144	Worker's Comp						
	5172	Overtime	2,500	30,000		1,000	10,000	43,500
	5197	27th Pay					1,190	1,190
Office	5235						4,000	4,000
Safety	5237			1,200				1,200
Small Equipment/Tools	5238			4,000		17,000	2,000	23,000
Fleet	5239			23,330			220,776	244,106
Materials	5252			16,500				16,500
	5335	Office & Computer		1,876,000			5,000	1,881,000
Rental	5339						0	
				24,000				24,000
	5439						7,500	7,500
	5535							
Equipment	5539			0	53,000		50,000	103,000
	5635						5,000	5,000
Repairs	5639			20,000		16,000	100,000	136,000
	5645						2,000	2,000
	5652							
	5654							
<b>Division Totals</b>			<b>137,000</b>	<b>3,086,030</b>	<b>217,532</b>	<b>125,000</b>	<b>734,438</b>	<b>4,300,000</b>

Approved: February 9, 2007

**ORDINANCE #67399  
Board Bill No. 315**

An Ordinance recommended and approved by the Airport Commission, Board of Public Service, and the Board of Estimate and Apportionment authorizing a First Amendment to Section One of the Airport Planning Project Ordinance 66870 approved November 15, 2005, which authorized a multi-year public work and improvement program (the "Project") at Lambert-St. Louis International Airport® (the "Airport"), increasing the total estimated costs of the Project by One Million Six Hundred Twenty Five Thousand Dollars (\$1,625,000) to Three Million Dollars (\$3,000,000); authorizing a First Supplemental Appropriation in the total amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, into the Airport Planning Project Ordinance 66870 as amended for the payment of costs authorized therein; containing a severability clause; and containing an emergency clause.

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

**SECTION ONE.** Section One of the Airport Planning Project Ordinance 66870 approved November 15, 2005, is hereby amended by deleting the following words and figures from the last clause of said section:

"and other related work or cost for a total estimated cost of One Million Three Hundred Seventy Five Thousand Dollars (\$1,375,000)."

and replacing with the following words and figures:

"and other related work or cost for a total estimated cost of Three Million Dollars (\$3,000,000)."

**SECTION TWO.** There is hereby authorized a First Supplement Appropriation in the total amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, into the Airport Planning Project Ordinance 66870 as amended for the payment of costs authorized therein.

**SECTION THREE.** The sections, conditions, or provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

**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 of St. Louis' Charter and shall become effective immediately upon approval by the Mayor of the City of St. Louis.

**Approved: February 9, 2007**

**ORDINANCE #67400**  
**Board Bill No. 316**

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment, authorizing and establishing a multi-year public works and improvement program at Lambert-St. Louis International Airport<sup>®</sup> (the "Airport") providing for an Environmental Planning, Programming, and Remediation Implementation Program (the "Project") consisting of, but not limited to, environmental consulting, engineering, managing, sampling, and testing, the preparation and production of bids, specifications, and contract documents, advertising, environmental assessments, reports, analyses, studies, site reviews (benchmarking and baseline), site monitoring, and site remediation and restoration work, including, but not limited to, design, construction, mobilization, material and equipment costs, remediation costs, construction management, demolition, grading, abatement, geotechnical borings, lab analysis, traffic and security control, and waste disposal and transportation costs, such authorized work consisting of, but not limited to, planning, designing, programming, technical advice and assistance, inspection services, consulting services, legal services, surveys, mapping, appraisal, escrow, and title services, engineering and architectural services, CADD services, operational and facilities plans, ground maintenance and landscaping and related work or services, security, and other related work or services for the development, implementation, administration, management or monitoring of the Project at a total estimated costs of Six Million Dollars (\$6,000,000); authorizing an initial appropriation of Two Million Dollars (\$2,000,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, to be expended for the payment of costs for work or services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance, as funds become available to continue the Project; authorizing the Director of Airports with the approval of the Board of Estimate and Apportionment to let contracts providing for title, appraisal and escrow services, ground maintenance, legal services, and other related services for the implementation and administration the Project; authorizing and directing the Board of Public Service with the advice, consent and approval of the Director of Airports to let contracts and to enter into agreements for all other approved work or services, purchase materials and equipment, employ labor, pay salaries, wages, fees, retain consultant, and otherwise provide for the work and services authorized herein; providing that any contract let hereunder, shall be subject to the City of St. Louis' ("City") Charter and applicable City ordinances and any Missouri State laws or regulations applicable thereto; authorizing and directing the Comptroller of the City to draw warrants for the payment of expenses authorized herein, and authorizing, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents, and employees of the City to make such applications or certifications and provide such data to other appropriate parties as may be necessary or in the City's best interest, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek moneys or funds under the Airport Improvement Program, the Passenger Facilities Charge Program, or other federal, state or local programs, and/or under or pursuant to reimbursement agreements or contracts for which these authorized costs or expenditures might qualify for reimbursement or payment and authorizing the deposit of such funds as may be appropriate into this Ordinance for the purpose of reimbursing or paying in part the costs of the Project; directing that all contracts let under the authority of this Ordinance be in compliance with all applicable minority and women or disadvantaged business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity; containing a severability clause; and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized and established a multi-year public works and improvement program at Lambert-St. Louis International Airport<sup>®</sup> (the "Airport"), recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate of and Apportionment, providing for an Environmental Planning, Programming, and Remediation Implementation Program (the "Project") consisting of, but not limited to, environmental consulting, engineering, managing, sampling, and testing, the preparation and production of bids, specifications, and contract documents, advertising, environmental assessments, reports, analyses, studies, site reviews (benchmarking and baseline), site monitoring, and site remediation and restoration work, including, but not limited to, design, construction, mobilization, material and equipment costs, remediation costs, construction management, demolition, grading, abatement, geotechnical borings, lab analysis, traffic and security control, and waste disposal and transportation costs, such authorized work consisting of, but not limited to, planning, designing, programming, technical advice and assistance, inspection services, consulting services, legal services, surveys, mapping, appraisal, escrow, and title services, engineering

and architectural services, CADD services, operational and facilities plans, ground maintenance and landscaping and related work or services, security, and other related work or services for the development, implementation, administration, management or monitoring of the Project at a total estimated costs of Six Million Dollars (\$6,000,000).

**SECTION TWO.** There is hereby authorized an initial appropriation of Two Million Dollars (\$2,000,000) from the Airport Development Fund established under Ordinance 59286, Section 13, approved October 26, 1984, to be expended for payment of costs for work or services authorized herein and providing for the receipt of supplemental appropriations when authorized by ordinance into this Ordinance, as funds become available to continue the Project.

**SECTION THREE.** The Director of Airports with the approval of the Board of Estimate and Apportionment is hereby authorized to let all contracts providing for title, appraisal and escrow services, ground maintenance, legal services, and other related services for the implementation and administration the Project.

**SECTION FOUR.** The Board of Public Service Board of Public Service with the advice, consent, and approval of the Director of Airports is hereby authorized and directed to let contracts, enter into agreements, purchase materials and equipment, employ labor, pay salaries, wages, fees, retain consultant, and otherwise provide for the work and services authorized herein, except for the work or services covered by procedures contained in Section Three of this Ordinance.

**SECTION FIVE.** It is hereby provided that any contract let hereunder, shall be subject to the Charter of the City of St. Louis (the "City") and applicable City ordinances and any Missouri State laws or regulations applicable thereto.

**SECTION SIX.** The Comptroller of the City is hereby authorized and directed to draw warrants form time to time on the Treasurer of the City for the payment of expenses authorized herein upon submission of properly certified vouchers in conformance with procedures established by the Comptroller and, as necessary and appropriate, the Comptroller, Treasurer, City Counselor, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to make such applications or certifications and provide such data to other appropriate parties as may be necessary or in the City's best interest, and to take whatever action necessary in order to provide for the payment or reimbursement of eligible costs authorized herein.

**SECTION SEVEN.** The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek moneys or funds under the Airport Improvement Program, the Passenger Facilities Charge Program, or other federal, state or local programs, and/or under or pursuant to reimbursement agreements or contracts for which these authorized costs or expenditures might qualify for reimbursement or payment and authorizing the deposit of such funds or moneys as may be appropriate into this Ordinance for the purpose of reimbursing or paying in part the costs of the Project.

**SECTION EIGHT.** It is hereby provided that contracts let under authority of this Ordinance shall be in compliance with all applicable minority and women or disadvantage business enterprise requirements and in compliance with all applicable federal, state and local laws, ordinances, regulations, court decisions and executive orders relating to equal employment opportunity.

**SECTION NINE.** The sections, conditions, or provisions of this Ordinance or portions there of shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

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

**Approved: February 9, 2007**

**ORDINANCE #67401**  
**Board Bill No. 322**

An ordinance pertaining to the Zoning Code; amending Ordinance 59973, approved July 30, 1986 by repealing Section 26.88.020 of SECTION TWENTY-THREE of said Ordinance pertaining to the Duties and Authority of the Zoning Administrator and enacting in lieu thereof a new section pertaining to the same subject matter, and containing an emergency clause.

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

**SECTION ONE.** Section 26.88.020 of SECTION TWENTY-THREE of Ordinance 59973 is hereby repealed and enacted in lieu thereof is the following:

**SECTION TWO.** 26.88.020 Duties and authority.

The Zoning Administrator shall enforce and perform those tasks necessary for administration of this zoning code. In addition to, and incidental to this authority, the Zoning Administrator:

- A. May conduct inspections of all buildings, structures and land uses to determine compliance with this zoning code;

- B. Shall approve all zoning certificates and make and maintain records thereof;
- C. Shall approve all certificates of occupancy, and make and maintain records thereof;
- D. Shall receive, check for compliance with the various submission requirements contained herein, file and forward to the appropriate officials or bodies all applications, special permits, variances and amendments to this zoning code and seek the recommendations from such officials and bodies as are required to properly enforce this title;
- E. Shall forward to the Board of Adjustment all papers constituting the record upon which actions appealed from are taken;
- F. May report in writing to the Planning Commission and the Board of Aldermen on the administration of the zoning code with special attention to enforcement problems and deficiencies in its contents, procedures and standards;
- G. Shall sit as ex officio Secretary on the Board of Adjustment, without a vote;
- H. Shall notify in writing, if any violations of the provisions of this zoning code are found, the persons responsible for such violation. In giving this notification, the zoning administrator shall indicate the nature of the violation and order the action necessary to correct it. The zoning administrator shall order discontinuation of any illegal use of land, buildings or structures, removal of illegal buildings or structures or of illegal additions or alterations, discontinuance of any illegal work being done, or take any other action authorized by this zoning code to ensure compliance with or to prevent violation of its provisions;
- I. May grant or deny minor waivers from the enforcement of requirements of this zoning code in accordance with standards stated below, provided, that any person aggrieved by any such decision of the Zoning Administrator may appeal to the Board of Adjustment pursuant to Chapter 26.84 and no fee shall be paid for filing such an appeal:
  - 1. To permit the reduction in the number of required parking spaces for joint use of parking facilities when evidence shows that the peak parking demand of the different uses occurs at different times;
  - 2. To increase, by not more than twenty-five percent (25%), the maximum distance that required parking spaces may be located from the uses served;
  - 3. To vary the size of the required parking space to allow for dedicated small car parking areas in parking lots which have a low turnover, such as parking for office uses. The small car spaces may be permitted to be seven and a half (7.5) feet by sixteen (16) feet in size;
  - 4. To vary the front, side or rear yards, required of a main or accessory building to allow it to conform to the existing setbacks of abutting or adjacent property;
  - 5. To vary the front, side or rear yards, required of a main or accessory building if evidence is provided showing a need for reduction of yard depths to provide for a permitted use that cannot be provided for by any other permissible means;
  - 6. To increase the height of any accessory structure; and
  - 7. To permit minor repairs or alterations of a nonconforming structure.

**SECTION THREE.** This Ordinance, being deemed necessary for the immediate preservation of the public health, safety and welfare, is hereby declared to be an emergency measure and shall become effective immediately upon its approval by the Mayor.

**Approved: February 9, 2007**

**ORDINANCE #67402**  
**Board Bill No. 331**

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller to enter into a lease agreement between the City of St. Louis and Consolidated Grain and Barge Co., a Missouri Corporation, for certain land and mooring rights on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1, and containing an emergency clause.

**SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into a lease agreement with Consolidated Grain and Barge Co., a Missouri Corporation, for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1.

**SECTION TWO.** Passage of this ordinance being necessary for the immediate preservation of public peace, health, safety, and general welfare of the residents of the City of St. Louis, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

### EXHIBIT 1

#### LEASE FOR LAND AND MOORING

This LEASE FOR LAND AND MOORING is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of St. Louis, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (hereinafter called "Lessor"), and Consolidated Grain and Barge Co., a Missouri Corporation (hereinafter called "Lessee").

#### WITNESSETH:

1. The term "Lease" shall mean this agreement, including amendments thereto, together with any Exhibits, and the attached APPENDIX "A," and any amendments thereto.

2. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to Lessee the following described land and mooring (the "Property"), to wit:

#### PARCEL A

From the point of intersection of the prolongation of the north line of Miller Street and the east line of Wharf, established by Ordinance No. 21236, in a northerly direction along said Wharf line a distance of One Hundred Three Feet (103') to a point, thence at an angle of Ninety degrees (90°) in a westerly direction a distance of Twenty-Five Feet (25') to the point of beginning. From the point of beginning along aforesaid line perpendicular to the east line of the Wharf a distance of One Hundred Forty Feet (140') to a point; thence at an angle of Ninety degrees (90°) in a northerly direction a distance of Two Hundred Twenty-Five Feet (225') to a point, thence at an angle of Ninety degrees (90°) in an easterly direction, a distance of One Hundred Forty Feet (140') to a point, thence at an angle of Ninety degrees (90°) in a southerly direction a distance of Two Hundred Twenty-Five Feet (225') to the point of beginning and containing approximately Thirty One Thousand Five Hundred Square Feet (31,500'). Also the mooring privileges beginning at a point One Hundred Three Feet (103') north of the intersection of the prolongation of the north line of Miller Street and the east line of the Wharf and extending northward for a distance of Two Hundred Twenty-Five Feet (225').

#### PARCEL B

Bounded on the north by a line parallel to and perpendicularly distant One Hundred Three Feet (103') north of the north line of Miller Street. Bounded on the east side by the top of the bank of the Mississippi River. Bounded on the south by a line parallel to and a perpendicular distance of Six Hundred Feet (600') south from said north boundary line. Bounded on the west by a line parallel to and a perpendicular distance of Twenty-Five Feet (25') east of the Flood Wall, and containing approximately Twenty-Eight Thousand One Hundred Square Feet (28,100').

Also the mooring privileges beginning at a point One Hundred Three Feet (103') north of the intersection of the prolongation of the north line of Miller Street and extending southward a distance of approximately Six Hundred Feet (600').

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

4. For the rights and privileges herein granted, the Lessee agrees to pay the rent as described in this Section 4.

An annual rental of Twenty Thousand Seven Hundred Eighty Two Dollars and Twelve Cents (\$20,782.12) payable at a rate of One Thousand Seven Hundred Thirty One Dollars and Eighty Four Cents (\$1,731.84) paid monthly in advance.

The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A," which is attached hereto and incorporated by reference.

5. The Lessee shall use the property for only the purpose of cargo operations, including heavy lift and barge fleeting operations. The Lessee is responsible for all maintenance and repair requirements of the Property.

6. All other matters governing this lease are set forth in APPENDIX "A."

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

LESSEE:  
CONSOLIDATED GRAIN AND BARGE CO.

LESSOR:  
THE CITY OF ST. LOUIS

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Comptroller

ATTEST:

\_\_\_\_\_  
City Register

APPROVED AS TO FORM, ONLY:

\_\_\_\_\_  
City Counselor

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

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public in and for the City of St. Louis, Missouri, appeared \_\_\_\_\_ who, being sworn, did say that he is \_\_\_\_\_ of Consolidated Grain and Barge Co. and that said Lease Agreement was signed in behalf of said company by authority of instrument to be the free act and deed of said company.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

VERSION 04/04/06

**APPENDIX "A"  
STANDARD PROVISIONS**

**LEASES OF WHARF LAND AND MOORING RIGHTS**

1. The base rate of \$0.0750 (current adjusted base rate \$0.14625) per square foot of land and \$7.50 (current adjusted base rate \$14.625) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2009, upon recommendation of the Port Commission and approval of the Board of Public Service. No such recommendation may be made by the Port Commission unless within 180 days before January 1 on which the adjusted rates are to become effective, the Port Commission shall conduct a public hearing with due notice to the public and to the users of City owned land and mooring rights. The maximum adjustment which can be recommended and approved shall be twentyfive percent (25%) of the base rates set out in the first sentence of this section. Each adjustment shall be added to the base rate plus any previous adjustments and the resultant rate shall be called the current adjusted base rate. If the recommended adjustment to the base rate by the Board of Public Service is in excess of fifteen percent (15%), the recommended raise of rate shall be approved by resolution of the Board of Aldermen. If the Board of Aldermen fails to act before the effective date of the rate increase, the rate then shall be automatically adjusted by fifteen percent (15%).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Lessee agrees to pay ad valorem taxes on boats, vessels, aircraft or watercraft and on operation of same that may be moored on said Leased Premises or involved in any operations within said Leased Premises, including all other owned property and equipment, and it is agreed that the Lessee will not deny the authority of the proper assessing agency to assess ad valorem taxes on said improvements. Further, Lessee agrees to pay any and all taxes, fees and assessments due on any other aspect of Lessee's business operations or improvements within the Leased Premises. The Lessee reserves the right to question the amount of such assessment in any court of competent jurisdiction or other tribunal established by law to correct the valuation of the property on which the assessment of such tax is based. Failure to pay ad valorem and/or other taxes, fees and/or assessments due as and when due,

whether or not such taxes, fees and/or assessments are appealed, shall be considered a breach of the terms of this Lease. All barges In Transit shall be exempt from the payment of taxes, fees and/or assessments. "In Transit" shall mean moored at the Leased Premises for not more than seven (7) calendar days in any 365-day period.

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

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

10. In the event that any portion of the Leased Premises or mooring area shall be needed for any municipal purpose as set forth in Section Nine (9) above, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises or mooring area as shall be needed for such purpose, which portion may include all of such Leased Premises or mooring area. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth in Section Eleven (11) below. Written notice when required shall be deemed to be sufficient and delivered when sent by Certified U.S. Mail to Lessee's last known address.

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

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

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

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

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

15. This Lease may be canceled at the option of the City, in the City's sole discretion, if, at any time during the Term of this Lease, the person or persons who on the date of execution of this Lease owns or own a majority of the Lessee's voting shares

of stock, ceases or cease to own a majority of such shares, except if such change in ownership is the result of transfer(s) by inheritance, or the result of a public offering pursuant to the Securities and Exchange Act of 1934, as amended, or the result of merger of the Lessee into or consolidation with another corporation.

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

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

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

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

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

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES.

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

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

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

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

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

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

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

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

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

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

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

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

28. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the City free of any and all Hazardous Material, Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product(s) or waste(s) stored in underground and

aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

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

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

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

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

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

In the event that either (a) Lessee's business fails to operate for any reason for any period in excess of ninety (90) days and Lessee fails to use due diligence to resume its operations, or (b) Lessee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Lessee's due diligence, Lessor may terminate this Lease at the end of either such period. In the event that Lessee or any corporate entity or individual holding a majority of control over Lessee declares bankruptcy, Lessor may terminate this Lease unless such termination is expressly prohibited by a court of law.

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

**Approved: February 9, 2007**

**ORDINANCE #67403  
Board Bill No. 332**

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor

and the Comptroller to enter into a lease agreement between the City of St. Louis and Great Rivers Greenway District, for certain land on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1, and containing an emergency clause.

**SECTION ONE.** The Mayor and Comptroller of the City of St. Louis are hereby authorized and directed to enter into a lease agreement with Great Rivers Greenway District, for a period of ten (10) years commencing on the date of execution with three (3) five (5) year options, in substantially the form attached hereto and incorporated by reference herein as Exhibit 1.

**SECTION TWO.** Passage of this ordinance being necessary for the immediate preservation of public peace, health, safety, and general welfare of the residents of the City of St. Louis, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

### EXHIBIT 1

#### LEASE FOR LAND

This LEASE FOR LAND ("Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of St. Louis, a body corporate and a political subdivision duly organized and validly existing under its charter and the Constitution and laws of the State of Missouri (hereinafter called "Lessor"), through its Mayor and Comptroller, and The Great Rivers Greenway District (hereinafter called "Lessee").

#### WITNESSETH:

1. The term "Lease" shall mean this agreement, including amendments thereto, together with any Exhibits, and the attached APPENDIX "A," and any amendments thereto.

2. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to Lessee the following described land (the "Property"), to wit:

A TRACT OF LAND IN BLOCK 2541 AND PART OF THE WHARF LYING EAST OF BLOCK 661E IN THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT POINT ON THE SOUTH LINE OF PARCEL 17 OF PROPERTY DESCRIBED IN DEED TO THE METROPOLITAN PARKS AND RECREATION DISTRICT AS RECORDED IN BOOK 12222004 PAGE 153 OF THE ST. LOUIS RECORDS, BEING DISTANT SOUTH 68 DEGREES 28 MINUTES 22 SECONDS WEST 49.11 FEET FROM THE SOUTHEAST CORNER OF SAID PARCEL 17, BEING THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DEED TO THE KIESEL COMPANY AS RECORDED INBOOK M1764 PAGE 4 OF THE ST. LOUIS CITY RECORDS; THENCE SOUTH 14 DEGREES 00 MINUTES 42 SECONDS EAST 755.34 FEET TO THE NORTH LINE OF BRANCH STREET, 50 FEET WIDE; THENCE ALONG SAID NORTH LINE OF BRANCH STREET SOUTH 68 DEGREES 30 MINUTES 45 SECONDS WEST 28.66 FEET TO A POINT; THENCE NORTH 14 DEGREES 00 MINUTES 42 SECONDS WEST 755.32 FEET TO SAID SOUTH LINE OF PARCEL 17; THENCE ALONG SAID SOUTH LINE OF PARCEL 17 NORTH 68 DEGREES 28 MINUTES 22 SECONDS EAST 28.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 21,461 SQUARE FEET.

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

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

An annual rental of Three Thousand One Hundred Fifty Three Dollars and Twenty Nine Cents (\$3,153.29) paid annually in advance. The rents to be paid to Lessor for the rights and privileges leased hereunder shall be subject to adjustments as provided by, and under the terms and conditions set forth in APPENDIX "A," which is attached hereto and incorporated by reference.

5. The above area shall be used only for the purpose of a bicycle and pedestrian facility.

6. The Lessor hereby waives the requirement of Section 5 of APPENDIX "A" only to the extent the Lessee be required to purchase and maintain environmental impairment liability insurance. All other requirements contained in APPENDIX "A" shall apply.

7. All other matters governing this lease, as well as rents, are set forth in APPENDIX "A."

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

LESSEE:  
THE GREAT RIVERS GREENWAY DISTRICT

LESSOR:  
CITY OF ST. LOUIS, MISSOURI

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Comptroller

ATTEST:

\_\_\_\_\_  
City Register

APPROVED AS TO FORM, ONLY:

\_\_\_\_\_  
City Counselor

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

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a Notary Public in and for the City of St. Louis, Missouri, appeared \_\_\_\_\_ who, being sworn, did say that he is \_\_\_\_\_ of The Great Rivers Greenway District and that said Lease Agreement was signed in behalf of said authority to be the free act and deed of said authority.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

**VERSION 04/04/06**

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

1. The base rate of \$0.0750 (current adjusted base rate \$0.14625)per square foot of land and \$7.50 (current adjusted base rate \$14.625) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2009, upon recommendation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) at any time more than the reportable quantity of a Hazardous Material, Oil or Infectious Waste will be stored or otherwise present on the Leased Premises in any form whatsoever, including in any type of container(s)

(including, but not limited to, drums, barrels, boxes, bags, tank trucks or trailers, rail cars or storage tanks, whether above or below ground);

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

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

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

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

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

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

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

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

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

more than seven (7) calendar days in any 365-day period.

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

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

10. In the event that any portion of the Leased Premises or mooring area shall be needed for any municipal purpose as set forth in Section Nine (9) above, the Lessor shall have the right to modify, amend, or cancel this Lease upon one (1) year's written notice thereof to Lessee (or, in the case of an emergency, the existence of which shall be determined in Lessor's reasonable discretion, upon no less than fourteen (14) days' notice) and to eliminate from the Leased Premises such portion of the Leased Premises or mooring area as shall be needed for such purpose, which portion may include all of such Leased Premises or mooring area. In such event, it is agreed and understood by Lessee that no claim or action for damages or other compensation shall arise or be allowed by reason of such termination or modification, other than as set forth in Section Eleven (11) below. Written notice when required shall be deemed to be sufficient and delivered when sent by Certified U.S. Mail to Lessee's last known address.

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

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

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

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

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

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

of the Lessee into or consolidation with another corporation.

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

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

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

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

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

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

#### 20. EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES.

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

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

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

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

23. No auxiliary craft shall be moored to any craft or vessel subject to this Lease except for clear and explicit emergency public safety reasons, except as expressly permitted by the Coast Guard and Army Corps of Engineers, and except

temporarily for maintenance purposes. Maintenance craft may be moored to another craft or vessel only during the actual time period when maintenance is taking place.

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

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

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

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

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

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

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

28. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the City free of any and all Hazardous Material, Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product(s) or waste(s) stored in underground and aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage

tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

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

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

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

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

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

In the event that either (a) Lessee's business fails to operate for any reason for any period in excess of ninety (90) days and Lessee fails to use due diligence to resume its operations, or (b) Lessee's business fails to operate for any reason for any period in excess of one-hundred eighty (180) days regardless of Lessee's due diligence, Lessor may terminate this Lease at the end of either such period. In the event that Lessee or any corporate entity or individual holding a majority of control over Lessee declares bankruptcy, Lessor may terminate this Lease unless such termination is expressly prohibited by a court of law.

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

**Approved: February 9, 2007**

**ORDINANCE #67404  
Board Bill No. 380**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto the LAND REUTILIZATION AUTHORITY OF THE CITY OF ST. LOUIS, MISSOURI, a public





**DATE OF DOCUMENT:** \_\_\_\_\_, 2007

**GRANTOR:** ANHEUSER-BUSCH, INCORPORATED

**Grantor's Mailing Address:** One Busch Place  
St. Louis, Missouri 63118

**GRANTEE(S):** CITY OF ST. LOUIS

**Grantee's Mailing Address:** 1200 Market Street  
St. Louis, Missouri 63103

**LEGAL DESCRIPTION:** See attached Exhibit A

This instrument was prepared by and upon recordation should be returned to:  
 Gregory M. Otto, Esq.  
 Jenkins & Kling, P.C.  
 10 S. Brentwood Blvd., Ste. 200  
 St. Louis, Missouri 63105

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made and entered into this \_\_\_\_day of \_\_\_\_\_, 2007, by and between ANHEUSER-BUSCH, INCORPORATED, a Missouri corporation, whose address is One Busch Place, St. Louis, Missouri 63118 ("Grantor") and the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, with a mailing address at 1200 Market Street, St. Louis, Missouri 63103 ("Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of St. Louis and State of Missouri, to-wit:

See Exhibit A

Subject to restrictions, covenants, and easements of record.

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

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

**GRANTOR:**  
  
 ANHEUSER-BUSCH, INCORPORATED,  
 a Missouri corporation  
  
 By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**GRANTEE:**  
  
 CITY OF ST. LOUIS, a municipal  
 corporation  
  
 By: \_\_\_\_\_  
 Francis G. Slay, Mayor  
  
 By: \_\_\_\_\_  
 Darlene Green, Comptroller

Approved as to form:  
  
 \_\_\_\_\_  
 Stephen J. Kovac, Deputy City Counselor

Attest:  
  
 \_\_\_\_\_  
 Parrie L. May, City Register

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

On this \_\_\_ day of \_\_\_\_\_, 2007, before me appeared \_\_\_\_\_ to me personally known, who being by me duly sworn did say he/she is the \_\_\_\_\_ of Anheuser-Busch, Incorporated, a Missouri corporation, and that he/she is authorized to execute this Quit Claim Deed on behalf of said corporation and acknowledged said instrument as his/her free act and deed.

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

\_\_\_\_\_  
Notary Public

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

On this \_\_\_ day of \_\_\_\_\_, 2007, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say they are the Mayor and the Comptroller of the City of St. Louis, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of the City of St. Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

\_\_\_\_\_  
Notary Public

NORTHERN ALLEY (C. B. 2804)

ALLEY DEDICATION DESCRIPTION: A TRACT OF BEING PART OF LOTS 7 & 8 OF BECKWITH'S SUBDIVISION IN CITY BLOCK 2804 OF THE CITY OF ST. LOUIS RECORDS BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE FOR WALSH 50'W STREET AND THE EASTERN RIGHT-OF-WAY LINE FOR VIRGINIA 60'W AVENUE; THENCE NORTH ALONG THE EASTERN LINE OF VIRGINIA AVENUE, NORTH 14 DEGREES 51 MINUTES 02 SECONDS EAST 301.50 FEET TO THE NORTH LINE OF LOT 1 OF BECKWITH'S SUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF LOT 1, SOUTH 87 DEGREES 44 MINUTES 59 SECONDS EAST 144.41 FEET TO A POINT ON THE WEST LINE OF LOT 7 OF BECKWITH'S SUBDIVISION, AND TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF LOT 7 NORTH 02 DEGREES 15 MINUTES 01 SECONDS EAST 133.21 FEET TO A POINT ON THE NORTH LINE OF LOT 7; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7, NORTH 89 DEGREES 23 MINUTES 38 SECONDS EAST 36.33 FEET TO A POINT ON THE SOUTH LINE OF A 15 FOOT WIDE ALLEY AND THE NORTH LINE OF LOT 8 OF BECKWITH'S SUBDIVISION; THENCE SOUTH 07 DEGREES 02 MINUTES 45 SECONDS WEST 135.50 FEET TO A POINT ON THE WEST LINE OF LOT 8; THENCE NORTH 87 DEGREES 44 MINUTES 59 SECONDS WEST 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 ACRES MORE OR LESS.

SOUTHERN ALLEY (C. B. 2801)

ALLEY DEDICATION DESCRIPTION: A TRACT OF BEING PART OF LOT B, OF FRACTIONAL SECTION 9, TOWNSHIP 44 NORTH RANGE 6 EAST IN BLOCK 29 OF SURVEY 1 OF CARONDELET COMMONS, IN CITY BLOCK 2801 OF THE CITY OF ST. LOUIS RECORDS BEING DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE FOR WALSH 50'W STREET AND THE EASTERN RIGHT-OF-WAY LINE FOR VIRGINIA 60'W AVENUE; THENCE NORTH ALONG THE EASTERN LINE OF VIRGINIA AVENUE, NORTH 14 DEGREES 51 MINUTES 02 SECONDS EAST 46.87 FEET TO A POINT ON THE SOUTH LINE OF SECTION 9, TOWNSHIP 44 NORTH RANGE 6 EAST AND TO THE POINT OF BEGINNING; THENCE NORTH 14 DEGREES 51 MINUTES 02 SECONDS EAST 24.30 FEET ALONG VIRGINIA AVENUE TO A POINT; THENCE SOUTH 84 DEGREES 00 MINUTES 19 SECONDS EAST 218.59 FEET TO A POINT; THENCE SOUTH 05 DEGREES 59 MINUTES 41 SECONDS WEST 24.00 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 9; THENCE NORTH 84 DEGREES 00 MINUTES 19 SECONDS WEST 222.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES MORE OR LESS.

Approved: February 9, 2007

**ORDINANCE #67406  
Board Bill No. 397**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto True Grace Baptist Church, Inc., certain City-owned property located in City Block 2315, which property is known as 2405 Cass Avenue, and containing an emergency clause.

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

**SECTION ONE.** The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto True Grace Baptist Church, Inc., certain City-owned property located in City Block 2315, which property is known as 2405 Cass Avenue, and which is more fully described in said Exhibit A.

**SECTION TWO.** Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

**Exhibit A**

**QUIT CLAIM DEED**

THIS DEED, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20067 by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, St. Louis, Missouri 63103, (Grantor), and True Grace Baptist Church, Inc., a Missouri non-profit corporation of the City of St. Louis, State of Missouri, whose address is 2319 Cass Avenue, St. Louis, Missouri 63106, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

**See Exhibit A attached hereto and incorporated into this deed.**

Subject to restrictions, covenants, and easements of record.

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

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

THE CITY OF SAINT LOUIS  
(Grantor)

TRUE GRACE BAPTIST CHURCH, INC.  
(Grantee)

BY: \_\_\_\_\_  
Francis G. Slay  
Mayor

BY: \_\_\_\_\_  
Jonathan Davis  
President

BY: \_\_\_\_\_  
Darlene Green  
Comptroller

Approved as to form:

\_\_\_\_\_  
Stephen J. Kovac  
Deputy City Counselor

Attest:

\_\_\_\_\_  
Parrie L. May  
City Register

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

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance \_\_\_\_\_ and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

Notary Public

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

On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared Jonathan Davis, to me personally known, who being by me duly sworn did say that he is the president of True Grace Baptist Church, Inc., a Missouri non-profit corporation, and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

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

Notary Public

Exhibit A

East fourteen (14) feet one (1) inch of lot thirteen (13) in City Block 2315 of Mary Harney's Subdivision in the City of St. Louis, Missouri fronting on the north line of Cass Avenue eighty (80) feet wide by a depth, between parallel lines, of one hundred thirty (130) feet to an alley twenty (20) feet wide, bounded on the east by lot 12 and on the west by western part of lot 13, commonly known as and numbered 2405 Cass Avenue. Parcel ID 2315-00-02800

Approved: February 9, 2007

ORDINANCE #67407
Board Bill No. 413

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 Union Electric Company, d/b/a AmerenUE, its successors and assigns, the perpetual right and easement to build and maintain telecommunication lines and other appurtenances thereto, upon, over, across, and under, a ten (10) foot strip of ground in City Block 5515, 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 Union Electric Company, d/b/a AmerenUE, its successors and assigns, the perpetual right and easement to build and maintain telecommunication lines and other appurtenances thereto, upon, over, across, and under, a ten (10) foot strip of ground in City Block 5515.

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"

190-A MO Rev. 12/01

Date: \_\_\_\_\_

EASEMENT

5891 Washington Blvd
St. Louis City

Geraldine District

KNOW ALL MEN BY THESE PRESENTS,

That THE CITY OF ST. LOUIS, a Municipal Corporation addressed 1200 Market Street, St. Louis, MO 63103, 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 and No/100ths Dollars (\$1.00) the receipt and sufficiency of which is hereby acknowledged, does grant unto UNION ELECTRIC COMPANY, d/b/a AmerenUE, a Missouri corporation, its successors and assigns (hereinafter "Grantee"), the perpetual 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 a part of Lots 13 and 14 in Block 19 of Washington Heights First Addition and in Block 5515 of the City of St. Louis; with such parcel being evidenced by deed recorded in Deed Book 154M, Page 1795 of the City of St. Louis, Missouri, Records Office.

The strips where the Grantee's facilities shall be located hereunder ("Easement Strips") shall be ten (10) feet wide, the centerline of which shall be the centerline of Grantee's facilities, **as actually installed**. Said location shall be, generally and as nearly as practicable, as shown on the drawing marked Exhibit A hereto attached and made a part hereof.

Parcel No. 5515-00-02010

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 remove same and/or any rocks or other obstructions upon, over, and under said easement area and the premises of Grantor adjoining the same, 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 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 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 CITY OF ST. LOUIS, has caused these presents to be signed by its \_\_\_\_\_ and the city seal hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 )

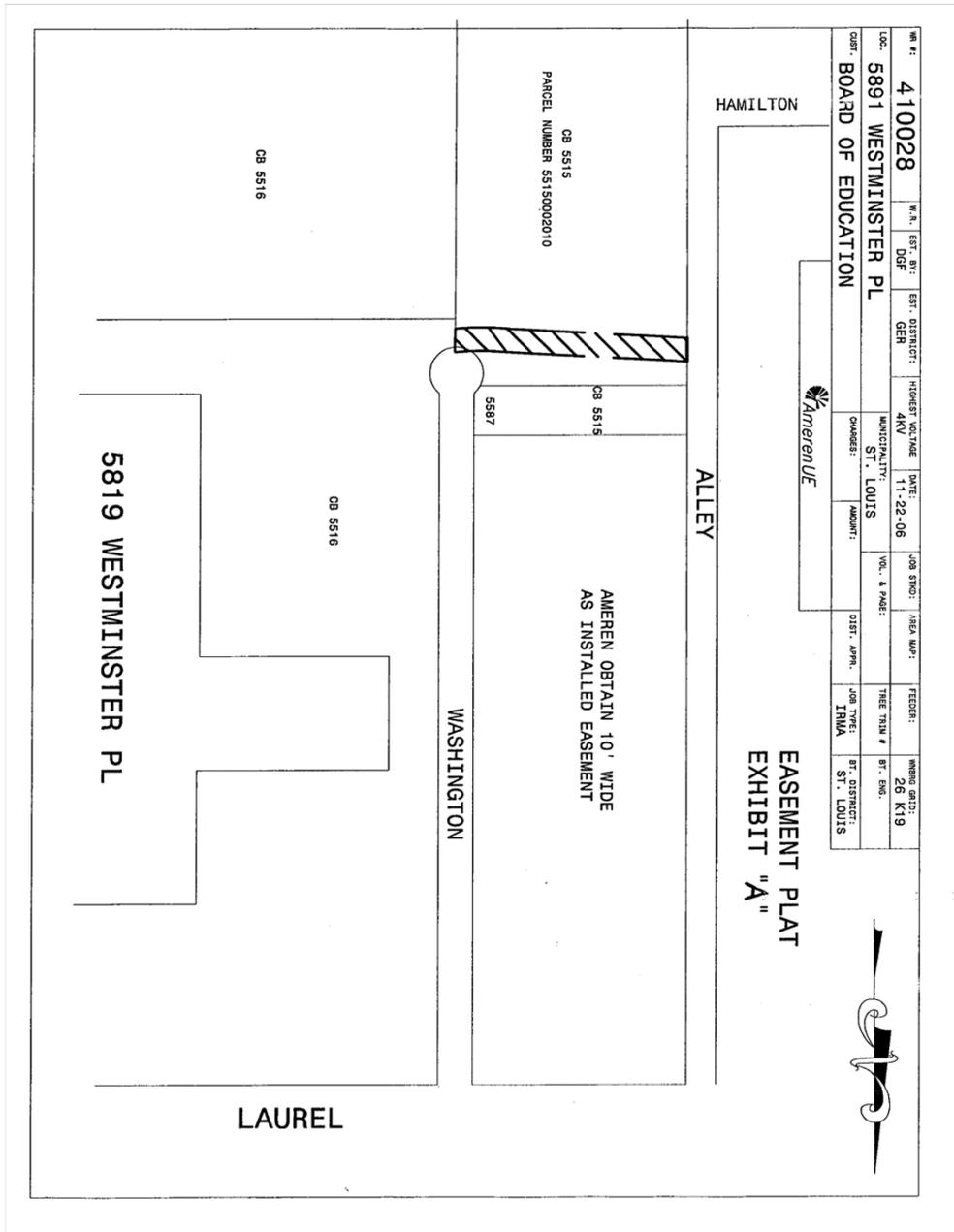
On this \_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared Francis G. Slay, and Darlene Green, who did say that they are Mayor and Comptroller, respectively, of the City of Saint Louis, a municipal corporation, and acknowledged that they executed the foregoing Easement Agreement as the free act and deed of said corporation, pursuant to Ordinance \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

See attached Exhibit

Approved: February 9, 2007

ORDINANCE NO. 67407 - EXHIBIT A



**ORDINANCE #67408**  
**Board Bill No. 407**

AN ORDINANCE DESIGNATING A PORTION OF THE CITY OF ST. LOUIS, MISSOURI GENERALLY BOUNDED BY EIGHTH STREET ON THE WEST, WALNUT STREET ON THE NORTH, SOUTH BROADWAY ON THE EAST, AND CLARK STREET ON THE SOUTH AS A DEVELOPMENT AREA (THE "DEVELOPMENT AREA") UNDER THE AUTHORITY OF THE MISSOURI DOWNTOWN AND RURAL ECONOMIC STIMULUS ACT, SECTIONS 99.915 TO 99.1060 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED (THE "ACT"); APPROVING A DEVELOPMENT PLAN FOR THE DEVELOPMENT AREA, AND A DEVELOPMENT PROJECT THEREIN AND MAKING FINDINGS RELATING THERETO; ADOPTING DEVELOPMENT FINANCING; ESTABLISHING A SPECIAL ALLOCATION FUND; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS; AND CONTAINING A SEVERABILITY CLAUSE.

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

**WHEREAS**, the Missouri Downtown and Rural Economic Stimulus Act, Sections 99.915 to 99.1060 of the Revised Statutes of Missouri, as amended (the "Act"), authorizes cities to undertake development projects in development areas, as defined in the Act; and

**WHEREAS**, the Board of Aldermen of the City created the Downtown Economic Stimulus Authority of the City of St. Louis (the "Authority") pursuant to Ordinance No. 67097; and

**WHEREAS**, the Act authorizes the Authority to hold hearings with respect to proposed development areas, plans and projects and to make recommendations thereon to the Board of Aldermen; and

**WHEREAS**, the Authority has reviewed a plan for development titled "MODESA Development Plan for Ballpark Village" (the "Development Plan"), for the Development Area, as more fully described in the Development Plan attached hereto as **Exhibit A** and incorporated herein; and

**WHEREAS**, the Development Plan contemplates the remediation of blighting conditions within the Development Area through construction of retail, entertainment, commercial and residential development, as well as site work, landscaping, utility relocation, streetscape, parking and other infrastructure improvements, as more fully described therein (collectively, the "Development Project"); and

**WHEREAS**, the Authority held a public hearing in conformance with the Act on January 18, 2007, and received comments from all interested persons and taxing districts relative to the Development Plan, the designation of the Development Area and the adoption and approval of the Development Project; and

**WHEREAS**, on January 18, 2007, after due deliberation, the Authority adopted a resolution recommending, among other matters, that the Board of Aldermen designate the Development Area as a "development area" pursuant to the Act, adopt the Development Plan and the Development Project, and adopt development financing within the Development Area; and

**WHEREAS**, the Board of Aldermen hereby determines that the Development Area qualifies for the use of development financing to alleviate the conditions that qualify it as a "development area" as provided in the Act and that it is necessary and desirable and in the best interest of the City to adopt development financing within the Development Area;

**WHEREAS**, it is necessary and desirable and in the best interest of the City to adopt development financing within the Development Area and to establish a special allocation fund for the Development Area in order to provide for the promotion of the general welfare through development of the Development Area in accordance with the Development Plan which development includes, but is not limited to, the elimination of blighting conditions within the Development Area, assistance in the physical, economic, and social development of the City, enhancing the City's status as a convention and tourism destination, encouragement of a sense of community identity, safety and civic pride, and generating new direct and indirect tax revenues for the City and other taxing jurisdictions.

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

**SECTION ONE.** The Board of Aldermen finds that a reasonable person would believe:

A. The Development Area on the whole is a blighted area, as defined in Section 99.918(3) of the Act. This finding includes, and the Development Plan sets forth and the Board of Aldermen hereby finds and adopts by reference: (i) a detailed description of the factors that qualify the Development Area as a blighted area and qualify the Development Project as a development project pursuant to the Act as set forth in the blighting studies included in the Development Plan, and (ii) a written statement signed by the members of the Authority's governing body, that the information in the Development Plan has been independently reviewed by such members with due diligence to confirm its accuracy, truthfulness and completeness.

B. The Development Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the implementation of one or more development projects and the adoption of local and state development financing.

C. The Development Plan conforms to the comprehensive plan for the development of the City as a whole.

D. The estimated dates of completion of the Development Project and retirement of obligations incurred to finance Development Project costs have been stated in the Development Plan, and these dates are 25 years or less from the date of approval of the Development Project.

E. The City has developed a plan for relocation assistance for businesses and residences in conformity with the requirements of Sections 523.200 through 523.215 of the Revised Statutes of Missouri, as amended, in the event any business or residence is to be relocated as a direct result of the implementation of the Development Plan.

F. A cost-benefit analysis showing the economic impact of the Development Plan on the City and school district, as well as each other taxing district which is at least partially within the boundaries of the Development Area, is on file with the St. Louis Development Corporation, which cost-benefit analysis shows the impact on the economy if the Development Project is not built and is built pursuant to the Development Plan. The cost-benefit analysis also includes a fiscal impact study on the City and the school district as well as each taxing district which is at least partially within the boundaries of the Development Area. The cost-benefit analysis also includes sufficient information from the Authority to evaluate whether the Development Project as proposed is financially feasible, and the Board of Commissioners found that the Development Project as proposed is financially feasible.

G. The Development Plan does not include the initial development or redevelopment of any gambling establishment.

H. An economic feasibility analysis is on file with the St. Louis Development Corporation, which economic feasibility analysis includes the information required by Section 99.942.3(8) of the Act.

I. The Development Area: (i) includes only those parcels of real property directly and substantially benefitted by the proposed Development Plan; (ii) can be renovated through the Development Project; (iii) is located in a "central business district," as defined in Section 99.918(4) of the Act; (iv) has structures in the area fifty percent or more of which have an age of thirty-five years or more; (v) is contiguous; (vi) does not exceed ten percent of the entire area of the City; and (vii) does not include any property that is located within the one hundred year flood plain, as designated by the Federal Emergency Management Agency flood delineation maps.

J. The Development Project constitutes a "major initiative," as defined in Section 99.918(14) of the Act, in furtherance of the objectives of the Development Plan. The Development Plan includes a legal description of the area selected for the Development Project, which is coterminous with the Development Area.

**SECTION TWO.** The Development Area is hereby designated as a "development area" as defined in Section 99.918(7) of the Act.

**SECTION THREE.** The Development Plan is hereby adopted and approved. A copy of the Development Plan is attached hereto as **Exhibit A** and incorporated herein by reference.

**SECTION FOUR.** The Development Project as set forth in the Development Plan is hereby adopted and approved. The area selected for the Development Project (the "Development Project Area", and as such term is used and defined in the Act) is hereby designated by the City in accordance with and as contemplated by the Development Plan.

**SECTION FIVE.** Development financing is hereby adopted within the Development Area (as legally described in the Development Plan). After the total equalized assessed valuation of the taxable real property in the Development Area exceeds the certified total initial equalized assessed value of all taxable real property in the Development Area, the ad valorem taxes and payments in lieu of taxes, if any, arising from the levies upon taxable real property in the Development Area by taxing districts at the tax rates determined in the manner provided in Section 99.968 of the Act each year after the effective date of this Ordinance until the payment in full of all Development Project costs shall be divided as follows:

A. That portion of taxes, penalties, and interest levied upon each taxable lot, block, tract, or parcel of real property in such development project area which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Development Area shall be allocated to and, when collected, shall be paid by the City Collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of development financing; and

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in the Development Area and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in the Development Area shall be allocated to and, when collected, shall be paid to the City Treasurer, who shall deposit such payments in lieu of taxes into a special fund called the "City of St. Louis, Missouri, Special Allocation Fund for the Ballpark Village Development Area" (the "Special

Allocation Fund") for the purpose of paying development costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the real estate of the Development Area from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

**SECTION SIX.** In addition to the payments in lieu of taxes described in paragraph A of Section 5 of this Ordinance, fifty percent (50%) of the economic activity taxes generated within the Development Area shall be allocated to, and paid by the collecting officer to the City Treasurer, who shall deposit such funds into a separate segregated account within the Special Allocation Fund. However, the City shall not collect and deposit any economic activity taxes in the Special Allocation Fund unless the Development Project has been approved for state supplemental development financing pursuant to Section 99.960 of the Act.

**SECTION SEVEN.** The Special Allocation Fund is hereby established. The Special Allocation Fund shall consist of at least four separate accounts into which payments in lieu of taxes ("PILOTS") are deposited in one account (the "PILOTS" Account), economic activity taxes ("EATs") are deposited in a second account (the "EATs Account"), other net new revenues ("NNRs") are deposited in a third account (the "NNR Account") and other revenues, if any, received by the Authority or the City for the purpose of implementing the Development Plan or Development Project are deposited in a fourth account (the "Miscellaneous Account"). The Board of Aldermen may establish such additional accounts, sub-accounts, funds or sub-funds within the Special Allocation Fund as it determines appropriate. All moneys deposited in the Special Allocation Fund shall be applied in such manner consistent with the Development Plan as determined by the Board of Aldermen.

**SECTION EIGHT.** The City Register is hereby directed to submit a certified copy of this Ordinance to the City Assessor, who is directed to determine the total equalized assessed value of all taxable real property within the Development Area as of the date of adoption of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within the Development Area, and shall certify such amount as the total initial equalized assessed value of the taxable real property within the Development Area.

**SECTION NINE.** The Comptroller is hereby authorized and directed to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Sections 5 and 6 of this Ordinance, and the deposit of said taxes or payments in lieu of taxes into the Special Allocation Fund for the purpose of payment of Development Project costs and obligations incurred in the payment thereof, all in accordance with the Act.

**SECTION TEN.** The Mayor is hereby authorized and directed to submit a State Supplemental Downtown Development Financing Program Application to the Missouri Department of Economic Development pursuant to Section 99.960 of the Act, and to take such further action as may be required so as to enable the Department of Economic Development to make its recommendation to the Missouri Development Finance Board for a determination as to approval of the disbursement of project costs of the Development Project from the state supplemental downtown development fund.

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

#### **EXHIBIT A**

#### **[Development Plan]**

On file in the Register's Office.

**Approved: February 20, 2007**

