

ORDINANCE #67595
Board Bill No. 160

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis") to enter into and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport") which is located in St. Louis County, Missouri, and Lambert Airport Eastern Perimeter Joint Development Commission, a body corporate and politic, formed in accordance with section 70.210-70.325 Mo. Rev. Stat., as amended ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT "A" of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto the Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Two Million One Hundred Twenty Thousand Five Hundred Dollars (\$2,120,500.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, Director of Airports, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain ordinances of The City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development, improvement, and/or expansion of Lambert-St. Louis International Airport® ("Airport"), and in accordance with Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program and the Federal Aviation Administration ("FAA") Airport Improvement Program (the "AIP"), St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 37.5733 acres or 1,636,693 square feet of real property (the "Property") located in St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale, which is attached hereto as **ATTACHMENT "1"** and incorporated herein;

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

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

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

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

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

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”** which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis International Airport® (“Airport”) which is located in St. Louis County, Missouri, and Lambert Airport Eastern Perimeter Joint Development Commission, a body corporate and politic, formed in accordance with section 70.210-70.325 Mo. Rev. Stat., as amended (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

SECTION THREE. Proceeds from the sale of the Property shall be held by St. Louis in accordance with the provisions of the Agreement and Contract of Sale and in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the form as set out in EXHIBIT B to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

SECTION FIVE. The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price” of Two Million One Hundred Twenty Thousand Five Hundred Dollars (\$2,120,500.00) as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA.

SECTION SIX. The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or appropriate in connection with the sale Property or the consummation of the transactions contemplated herein.

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

SECTION EIGHT. 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 contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION NINE. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis’ Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

**ATTACHMENT “1”
THE CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**

AGREEMENT AND CONTRACT OF SALE

SELLER: THE CITY OF ST. LOUIS, MISSOURI

BUYER: LAMBERT AIRPORT EASTERN PERIMETER JOINT DEVELOPMENT COMMISSION

CONTRACT NO: # _____
AUTHORIZED BY ORDINANCE NO: _____

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

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT AND CONTRACT OF SALE is made as of the _____ day of _____, 2007 (the “**Agreement**”), by and between THE CITY OF ST. LOUIS, MISSOURI, a municipal corporation, as seller (“**St. Louis**”) and the LAMBERT AIRPORT EASTERN PERIMETER JOINT DEVELOPMENT COMMISSION, a body corporate and politic, formed in accordance with Sections 70.210-70.325 Mo. Rev. Stat., as amended, whose address is c/o St. Louis County Economic Council, 121 S. Meramec, Suite 900, St. Louis, MO 63105, as buyer (the “**Commission**”).

WITNESSETH THAT:

WHEREAS, St. Louis is the owner and operator of Lambert-St. Louis International Airport® (the “**Airport**”) which is located in St. Louis County, Missouri;

WHEREAS, St. Louis desires to sell to the Commission and Commission desires to purchase and acquire from St. Louis certain surplus real estate situated in the County of St. Louis, Missouri as further described herein; and

WHEREAS, the execution and delivery of this Agreement by St. Louis and/or the Commission is hereby expressly contingent on the prior written approval by the Federal Aviation Administration (“FAA”) of: a) the release and sale of said surplus real estate to the Commission, b) the provisions of this Agreement, and c) any other related matter required to be submitted to and approved by the FAA.

NOW THEREFORE, in consideration of the terms, covenants, warranties, and conditions herein, to be faithfully kept and performed by St. Louis and the Commission, it is agreed as follows:

1. PURCHASE OF PROPERTY. The Commission hereby agrees to purchase and St. Louis hereby offers and agrees to sell all of St. Louis’ rights, title, and interest in and to the real property (approximately 37.5733 acres or 1,636,693 square feet) located within the boundary described in **EXHIBIT “A”** entitled “Property Description,” which is attached hereto and incorporated herein, together with all improvements and fixtures thereon and appurtenances thereto including all rights-of-way adjacent to said real property and all abutters and access rights thereto and all water and mineral rights owned by St. Louis, if any, collectively hereinafter referred to as the “**Property**,” and adjustments based on title investigations or surveys identified and mutually agreed to by St. Louis and the Commission, as provided for in Section 15 below.

2. PURCHASE PRICE. The “Purchase Price” for the Property shall be Two Million One Hundred Twenty Thousand Five Hundred Dollars (\$2,120,500.00), which both the Commission and St. Louis agree and acknowledge to be the fair market value of the Property based on an appraisal of the Property, which took into account the highest and best use of the Property and the fact that the Property is to be sold “**AS IS**” without any warranties or representations of any kind whatsoever (see Section 16 entitled “General Condition of Property”) and may be subject to certain title defects and monetary liens as provided for herein. At the Closing (defined in Section 3 below) and upon the delivery of the Quit Claim Deed as hereinafter provided, the Commission shall pay to St. Louis, by wire-transfer of good, current, immediately available funds, the Purchase Price subject to the closing costs, prorations and adjustments as provided in Section 6 below (the “**Closing Payment**”). The Commission understands and agrees that St. Louis shall have full discretion to use the Closing Payment as it so desires and such discretion shall not be subject to the approval of the Commission. Further, the Commission acknowledges and understands that the net proceeds obtained by St. Louis from the sale of the Property shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of surplus property.

3. CLOSING DATE. The consummation of the sale transaction contemplated herein (the “**Closing**”) shall occur at the offices of U.S. Title Guarantee Company, Attn: Debbie Griffin, 7930 Clayton Road, Suite 200, St. Louis, Missouri 63117, the title company, closing agent and escrow agent (the “**Title Company**”), or at such other place as may be agreed on by the parties hereto in writing. The Closing shall occur on the date (the “**Closing Date**”) designated by the written notice constituting the “**Closing Notice**”, as hereinafter provided. Following the satisfaction or waiver pursuant to the terms of this Agreement of all conditions precedent to the occurrence of the Closing on the part of both the Commission and/or St. Louis, as applicable (the date upon which the last such condition precedent is to be satisfied or waived being referred to as the “**Contingency Satisfaction Date**”), the Commission may give the Closing Notice to St. Louis setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and the Commission). If the Commission has not given the Closing Notice within thirty (30) days after the aforesaid Contingency Satisfaction Date, then St. Louis may give the Closing Notice to the Commission setting the Closing Date, provided that neither party has validly terminated this Agreement pursuant to any termination right granted hereunder, and further provided that the Closing Date so designated in the Closing Notice must be a date more than fifteen (15) and less than sixty (60) days after the date of the Closing Notice (unless otherwise mutually agreed to by St. Louis and the Commission in writing). If neither the Commission nor St. Louis has given a timely Closing Notice as provided for herein within forty-five (45) days after the maximum time period provided for FAA approval pursuant to Section 33 below, then this Agreement shall be null and void, unless the parties hereto mutually agree in writing to extend the time to close the sale on the Property.

A. Title Company Authorization. St. Louis and the Commission shall each deposit eleven (11) original executed counterparts of this Agreement with the Title Company and shall direct the Title Company to distribute completed sets of the fully executed Agreement to the parties hereto (8 to St. Louis and 2 to the Commission) and to retain one (1) set for its records. The date on which the Title Company receives the last executed counterpart shall be the effective date of this Agreement (the “**Effective Date**”), and the Effective Date for this Agreement shall be written by the Title Company below:

Effective Date: _____

The Title Company is hereby authorized and instructed to deliver the documents and moneys to be deposited with it pursuant to the terms, covenants and conditions contained herein. The Commission and St. Louis shall, on or before Closing, execute any and all documents and perform any and all acts in "good faith" reasonably necessary or appropriate to close the purchase and sale of the Property pursuant to the terms, covenants, warranties, and conditions of this Agreement.

4. **TITLE TRANSFER.** The sale and purchase of the Property shall be effective upon Closing and title to the Property shall transfer at the Closing to the Commission.

5. **TRANSFER OF POSSESSION.** On the Closing Date, St. Louis shall transfer possession of the Property upon completion of the Closing to the Commission free of all leases, tenancies, occupancy, or possessory rights of any kind whatsoever affecting the Property done or suffered by St. Louis (see Section 7 entitled "Leases"). The Property shall be delivered to the Commission in its present "AS IS" condition (see Section 13 titled "Environmental Conditions" and Section 16 titled "General Condition of the Property").

6. **CLOSING COSTS AND PRORATIONS.**

A. **Closing Costs.** The Commission shall pay all closing costs or settlement costs associated with the Property and expenses, irrespective of local custom, except those costs or expenses required for curing or release of liens, title encumbrances, or other title corrective measures, including recording costs associated therewith, which may become the responsibility of and obligation of St. Louis, as provided for in Section 15 below.

B. **Prorations and Adjustments.**

(i) **Taxes.** Current real property taxes and general and special assessments (public or private), if any, shall be prorated between the parties as of the day of the Closing, the Commission to have the day of the Closing. The calculation shall be based on the latest available assessment and rate and if both are not available, the previous year. St. Louis and the Commission shall bear their prorated shares of the cost of all taxes and assessments related to the Property. St. Louis and the Commission, however, acknowledge that as political subdivisions of the State of Missouri, the Property as held by St. Louis is presently exempt from ad valorem property taxes, and as a result, such prorations should not be necessary.

(ii) **Revenue/Expenses.** All revenue or income and all expenses or costs associated with the Property including, without limitation, rental income, operating revenue, non-metered sewer and water and other utility charges, repair and maintenance costs, and other operating or administrative expenses shall not be apportioned or prorated and shall remain the right, obligation, and/or responsibility of St. Louis until the Closing Date, at which time, such revenue, costs and expenses shall become the right, obligation and/or responsibility of the Commission. The amount of any metered sewer, water and other utility bills applicable to the Property and allocable to the period prior to the Closing Date shall be determined by final meter or other usage reading and shall be paid by St. Louis when final bills are rendered. Non-metered utility charges, if any, shall be prorated to the Closing Date and shall be credited or charged against the Purchase Price.

(iii) **Settlement Statement.** Prior to the Closing, the Title Company shall prepare and send a preliminary closing or settlement statement to St. Louis and the Commission for their review and approval. The final "Settlement Statement" shall be prepared by the Title Company and St. Louis and the Commission shall each sign their respective Settlement Statement at or prior to the Closing.

7. **LEASES.** St. Louis hereby covenants, represents, warrants, and agrees that there are no leases or tenancies affecting the Property to the best of St. Louis' knowledge, which covenant, representation and warranty shall be true on the Effective Date and as of the Closing Date. St. Louis also covenants, represents, warrants and agrees that, after the Effective Date of this Agreement, St. Louis will not enter into any leases or tenancies without the prior written approval of the Commission and such approval shall not be unreasonably withheld, delayed, or conditioned by the Commission. St. Louis shall give the Commission ten (10) calendar days' prior notice of St. Louis' desire to enter into or consent to any lease or tenancy of any portion of the Property and shall contemporaneously deliver a written copy of said proposed lease to the Commission for its review and approval; provided that notwithstanding the foregoing, the Commission shall not be obligated to consent to any such lease or tenancy which would result in the lease term being extended beyond the Closing Date. In the event that St. Louis should breach or default in regard to any term,

covenant, warranty, condition, agreement, or provision of this Section 7, the Commission may at any time prior to the Closing Date terminate or cancel this Agreement as its sole option or remedy without any liability whatsoever to the Commission or St. Louis by giving written notice thereof to St. Louis. If the Commission fails to give such timely notice to St. Louis, the Commission shall be deemed to have waived its rights to terminate or cancel this Agreement pursuant to this Section 7.

8. INSPECTIONS OF PROPERTY.

- A. Access To Property. During the period commencing on the Effective Date and ending on the earlier of (i) the Closing or (ii) ninety (90) calendar days after the Effective Date (the “**Inspection Period**”), the Commission and the Commission’s employees, consultants, agents, representatives, inspectors, licensees, independent contractors and contractors (collectively, the “**Permitted Parties**”) may enter the Property during regular business hours as reasonably necessary to make such inspections, testing, reports, surveys, environmental inspections (including sampling), studies and assessments as the Commission in its sole discretion and at its costs may determine to make, and to inspect and copy at the Airport non-privileged reports, documents or records pertaining solely to the Property, including but not limited to: all plans and specifications, blueprints, soil reports, geological, environmental and engineering reports, environmental compliance and waste management plans and other governmental reports, if any, that St. Louis has in its possession or under St. Louis’ control relating to St. Louis’ ownership or the condition of the Property (the “**Inspection Work**”), after St. Louis has obtained (if required by St. Louis) confidentiality agreements executed on behalf of the Commission and its Permitted Parties in accordance with St. Louis’ customary practices regarding confidentiality. In furtherance of the foregoing purposes, the Commission and the other Permitted Parties are permitted temporarily to store, move and remove equipment and supplies that are to be used directly in the Inspection Work. Such equipment and supplies shall be promptly removed by the Commission and/or other Permitted Parties from the Property once no longer required for the Inspection Work. The protection of such equipment and supplies temporarily stored on the Property from weather, theft, vandalism, damage, and all other hazards and the proper and safe storage of such equipment and supplies is solely the responsibility of the Commission and/or the Permitted Party who placed such equipment or supplies upon the Property, and St. Louis shall have no obligation or liability therefore. St. Louis shall have the right to inspect the work site and the Commission’s or any other Permitted Party’s equipment and supplies for compliance with the terms of this Agreement. The Commission or any other Permitted Party desiring to enter the Property shall give St. Louis at least three (3) working days’ written notice in advance of any intended inspection or entry (the “**Inspection Notification**”). This Inspection Notification shall include: a) the specific location and the type of Inspection Work to be performed including, without limitation, notice of any excavating, drilling, or boring work, b) the type of equipment to be used (including the operating height of any cranes, drilling equipment, or other equipment that may penetrate or approach the height limits as established in FAR Part 77), c) approximate number of workers on site, d) a general schedule, and e) prior to the use or operation of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, a copy of Form 7460 filed with and approved by the FAA. The Commission and the other Permitted Parties shall comply with all laws and governmental regulations including the rules and regulations of the Airport in connection with all such entries onto the Property or the performance of the Inspection Work.
- B. Damage To Property During Inspection Work: Any damage to the Property made or caused by the Commission or any person acting for or on behalf of the Commission, shall be repaired promptly, replacing or restoring any vegetation that is damaged and generally placing the Property and all points of entry by such inspectors in the same condition as before the inspection or entry to the extent reasonably practical, ordinary wear and tear excepted, unless otherwise agreed to by St. Louis in writing. All Inspection Work, and all repairs to the Property arising from the Inspection Work, shall be at the Commission’s expense. The Commission and any other Permitted Party shall use its best efforts to minimize damage to the Property and to minimize any interference with St. Louis’ use and enjoyment of the Property. In no event shall the Commission or any other Permitted Party interfere with the operations of St. Louis, the Airport, or the operations of the FAA when conducting the Inspection Work.
- C. Interference To Air Navigation: The Commission warrants, represents, stipulates, and agrees that no obstruction to air navigation, as such is defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the FAA, will be installed, placed, operated, used, or permitted to remain on the Property by the Commission or its Permitted Parties during the Inspection Period. The Commission further warrants, represents, stipulates, and agrees not to install, operate, or place on the Property any equipment, machinery, or objects that would in any way interfere with the safe and efficient operations of navigation aides

or would interfere with the safe and efficient operations of the Airport or interfere with the operations of the Airport's tenants or other users of the Airport. The Commission warrants, represents, stipulates, and agrees that prior to the use or operation by the Commission or any other Permitted Party of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, the Commission shall file a Form 7460 with and obtain the approval from the FAA. St. Louis reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against such obstructions to air navigation. The mailing address for the FAA's Airport Division is as follows:

FAA Central Region
Airport Division
901 Locust
Kansas City, MO 64106-2325

- D. Contingency. The Commission's satisfaction with the physical, environmental and overall condition of the Property within the Inspection Period is a condition precedent to Closing. In the event that the Commission is not so satisfied with the condition of the Property, the Commission may, at any time prior to the expiration of the Inspection Period, terminate or cancel at its sole option or remedy this Agreement without any liability whatsoever to the Commission or St. Louis by giving written notice thereof to St. Louis. If the Commission fails to give such written notice within the Inspection Period, the Commission shall be deemed to have waived its right to terminate or cancel this Agreement pursuant to this Section 8.D.
- E. Documents/Reports. Except as herein provided, the Commission acknowledges and agrees that any information and documents obtained from St. Louis in accordance with this Section 8 are for informational purposes only, and although believed to be reliable, shall not be relied upon by the Commission, and in the event any such information or documents are incorrect or incomplete, St. Louis shall not be liable to the Commission for such inaccuracies because St. Louis makes no warranty or representation expressed or implied that the information or documents are true, complete, or accurate.
- F. Indemnification. The Commission shall protect, defend and hold, indemnify, and save harmless St. Louis and its directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, suits, claims or causes of action, judgments, fines or demands (including but not limited to reasonable attorneys fees', court costs, and expert fees), in connection with loss of life, personal injury, and/or damage to property arising out of the negligent acts or negligent omissions or wrongful acts of the Commission and its officers, employees, representatives, consultants, contractors, independent contractors, and agents or other Permitted Parties while performing or resulting from the Inspection Work (except to the extent arising out of the negligence or intentional misconduct of St. Louis, its boards, commissions, directors, officers, employees, contractors, agents or representatives), and such indemnity shall survive the Closing or the consummation or termination of this Agreement. Nothing in this Section 8.F or this Agreement shall be construed or interpreted by the Commission, or any other person or entity that St. Louis has waived its rights to sovereign immunity or any other right or defenses that have been or that may be provided by state statute or law.
- G. Building Code Compliance. St. Louis represents, warrants, and agrees that as of the Effective Date, St. Louis has no knowledge of the receipt of any written or other notice ("**Code Notice**") from any governmental authority, quasi-governmental authority, insurance company, or insurance rating service of any building code violations, repairs, replacements or alterations to the Property that have not as of the date hereof been remedied by St. Louis in a good and workmanlike manner. St. Louis shall immediately advise the Commission of any Code Notices received by St. Louis prior to the Closing, all of which shall be remedied or resolved to the Commission's reasonable satisfaction as a condition precedent to the Closing. The Commission's sole remedy for St. Louis' breach of any term, covenant, condition, or provision of this Section 8.G shall be to terminate or cancel this Agreement with no further liability whatsoever to the Commission or St. Louis by giving St. Louis written notice of the termination prior to the Closing. If the Commission fails to object in writing prior to the Closing, the Commission waives its right to terminate this Agreement pursuant to this Section 8.G.
9. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY ST. LOUIS. On or before the Closing, St. Louis shall deliver to Title Company for delivery to the Commission upon Closing the following:
- A. Five (5) recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "B"** and incorporated herein (the "Quit Claim Deed"), remising, releasing, forever quit-claiming unto the Commission

the Property subject without limitation to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to by St. Louis and the Commission in writing or waived by the Commission as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance."

- B. A valid and binding ordinance authorizing St. Louis to consummate the sale contemplated herein, in a form reasonably acceptable to the Title Company and the Commission.
- C. A final Settlement Statement or closing statement (see Section 6.B(iii)).
- D. Information for the reporting requirements required by the Internal Revenue Code of 1986 as amended, if applicable.
- E. Such other and further reports, documents, records, instruments, affidavits, certifications as may be reasonably necessary to complete the sale contemplated herein.

10. DOCUMENTS TO BE DEPOSITED WITH TITLE COMPANY BY THE COMMISSION. On or before the Closing, the Commission shall deliver to Title Company for delivery to St. Louis upon Closing the following:

- A. Five (5) original recordable and fully executed Quit Claim Deeds in the form attached hereto as **EXHIBIT "A"** as more fully described and provided for in Section 15 entitled "Form of Conveyance and Title Insurance";
- B. The Closing Payment as provided for in Section 2 of this Agreement; and
- C. Such other and further documents, affidavits, certifications, or instruments as may be reasonably necessary to complete the sale contemplated herein.

11. CONDITIONS PRECEDENT TO COMMISSION'S AND ST. LOUIS' OBLIGATIONS.

- A. Commission's Closing Conditions. The Commission shall not be obligated to close on the purchase of the Property unless the contingencies provided for in Sections 7, 8, 15, or 33, or other contingencies for the benefit of the Commission set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then the Commission may elect, at the Commission's sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to the Commission or St. Louis; (ii) extend the Closing Date for the number of days necessary for St. Louis to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its purchase of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the terms and provisions of this Agreement.
- B. St. Louis' Closing Conditions. St. Louis shall not be obligated to close on the sale of the Property unless the contingencies provided for in Section 33, or other contingencies for the benefit of St. Louis set forth herein, have been satisfied or waived within the time periods provided under this Agreement with respect to such contingencies. If the foregoing Closing conditions or contingencies are not satisfied or waived pursuant to the terms of this Agreement by such date(s) as required herein, then St. Louis may elect, at St. Louis' sole option or remedy to: (i) terminate this Agreement without any liability whatsoever to St. Louis or the Commission; (ii) extend the Closing Date for the number of days necessary for the Commission to fulfill, satisfy or cause to be fulfilled or satisfied any such contingencies; (iii) waive in writing any of the foregoing contingencies and proceed to close on its sale of the Property; or (iv) unless otherwise expressly provided for herein, pursue any other rights and remedies at law and/or in equity subject to and in accordance with the terms and provisions of this Agreement.

12. PERMITS. St. Louis, within thirty (30) calendar days after Effective Date of this Agreement, shall deliver to the Commission a copy of all licenses, permits, authorizations, and certificates of occupancy, if any, in St. Louis' possession or control issued by any governmental entity relating or pertaining to the Property.

13. ENVIRONMENTAL CONDITIONS.

- A. Notice. In lieu of providing any covenants, representations, or warranties with respect to the Property, St. Louis agrees to make available to the Commission all material, non-privileged documents in St. Louis' possession or control, which, to the best of St. Louis' knowledge and belief, pertain to the environmental condition of the Property, or the presence of any hazardous or toxic substance, materials, gases, oil, petroleum products or derivatives, chemicals, pollutants, or waste in, on, or under the Property or any underground storage repository.

14. RISK OF LOSS AND INSURANCE.

- A. Risk of Loss. St. Louis assumes all risk and loss to the Property by any cause whatsoever (including but not limited to: fire, flood, earthquake, tornado, and vandalism) until and including the day of Closing when title is transferred to the Commission. Until and including the day of the Closing, if the Property covered by this Agreement shall be damaged or destroyed, St. Louis shall immediately notify the Commission in writing of the damage or destruction, and the amount of insurance proceeds payable, if any. In the event that a material portion of the Property is damaged or destroyed, St. Louis, after consulting with the Commission, shall at St. Louis' option elect to (i) restore, rehabilitate, or replace the damaged or destroyed Property and close upon the completion of such restoration or, (ii) elect to assign any insurance proceeds relating to the destruction or damage to the Commission and proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14, or, if there is no insurance proceeds relating to the destruction or damage, (iii) elect to proceed to close in accordance with this Agreement, in which case St. Louis shall have no further liability under this Section 14.A. Notwithstanding the foregoing the Commission shall have the right (as its sole option or remedy) to terminate this Agreement without any liability of any kind to the Commission or St. Louis if: (i) there are no insurance proceeds relating to the destruction or damage, or (ii) said insurance proceeds to be assigned by St. Louis to the Commission or St. Louis' planned restoration, as the case may be, are deemed by the Commission in good faith to be insufficient to restore, rehabilitate, or replace the damaged or destroyed Property in a timely manner. All insurance proceeds received by St. Louis for damage to personal property or for business interruption and/or loss of use shall belong to St. Louis.
- B. Insurance. St. Louis represents, warrants, and agrees to maintain its current level of insurance coverage in force (i.e., comprehensive general liability and property insurance) in regard to the Property, if any, until and including the day of the Closing.

15. FORM OF CONVEYANCE AND TITLE INSURANCE.

- A. Deed to Property. St. Louis shall remise, release and quit-claim the Property (reserving for St. Louis and its successors and assigns, for the use and benefit of St. Louis and the public an aviagation easement over the Property as set out in **EXHIBIT "B"**) by Quit Claim Deed subject, without limitation, to all easements, restrictions, covenants, and other matters of record, unless otherwise agreed to in writing by St. Louis and the Commission or waived by the Commission as provided for in this Section 15. St. Louis shall deliver to the Title Company for delivery to the Commission at the Closing said recordable and duly executed Quit Claim Deed for the conveyance of the Property. After the Closing on the Property, the Title Company, unless otherwise directed in writing by the Commission and St. Louis, shall immediately record in the office of St. Louis County Recorder of Deeds the executed Quit Claim Deed for the conveyance of the Property (see Sections 9 and 10 above).
- B. Title Insurance. Within ninety (90) days after the Effective Date of this Agreement, the Commission (at its expense) shall obtain from the Title Company one or more title commitments ("**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy to the Commission in the full amount of the Purchase Price, effective as of the Closing, insuring that fee simple title to the Property is vested in the Commission (the "**Title Policy**"). The Commission shall direct the Title Company to furnish St. Louis a copy of the Title Commitment. If the matters listed as exceptions to the Title Commitment are not satisfactory to the Commission, the Commission shall provide St. Louis with written notice of such objections (the "**Title Objections**") within ninety (90) days of the Effective Date. Thereafter, St. Louis may proceed to cure the Title Objection raised by the Commission, and in the event that the Title Objections are not cured within one hundred (100) days after the Effective Date, the Commission may as its sole option or remedy elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such one hundred (100) day period without any liability whatsoever to the Commission or St. Louis; (ii) enter into good faith negotiations and reach an agreement with St. Louis, within such one hundred (100) day period, for a reduction of the Purchase Price; or (iii) waive within

such one hundred (100) day period such Title Objections that St. Louis is not able or willing to cure and proceed to Closing. The Commission shall pay the cost of the Title Policy. If the Commission does not provide, prior to the expiration of the one hundred (100) day period, written notice terminating this Agreement, such contingency shall be deemed waived.

- C. Survey. The Commission, at Commission's expense, may obtain a current survey of the Property (the "Survey") to ALTA and ASCM standards showing matters which are customarily disclosed on a survey. If the Survey discloses matters that are unacceptable to the Commission ("Survey Objections"), Commission shall notify St. Louis of such matters within seventy-five (75) days of the Effective Date. In the event the Commission does not notify St. Louis of the Commission's Survey Objections within seventy-five (75) days of the Effective Date, it shall be deemed that the Survey is acceptable to the Commission and all matters and contingencies that an accurate survey would show shall be deemed waived by the Commission. In the event that the Commission does timely notify St. Louis of the Survey Objections, thereafter, St. Louis may proceed to cure the Survey Objections raised by the Commission, and in the event that the Survey Objections are not cured within ninety (90) days of the Effective Date of this Agreement, the Commission as its sole option or remedy may elect to: (i) terminate or cancel this Agreement by giving written notice thereof prior to the expiration of such ninety (90) day period without any liability whatsoever to the Commission or St. Louis; (ii) enter into good faith negotiations and reach an agreement with St. Louis, within such ninety (90) day period, for a reduction of the Purchase Price; or (iii) waive within such ninety (90) day period such Survey Objections which St. Louis is not able or willing to cure and proceed to Closing. If the Commission does not provide, prior to the expiration of the ninety (90) day period, written notice terminating this Agreement, such contingency shall be deemed waived. St. Louis shall not be required to bear any portion of the cost of the Survey.
- D. Additional Documents. St. Louis covenants and agrees to execute and deliver such customary affidavits, documents, instruments, releases, and records as may be reasonably required by the Commission or the Title Company to consummate the purchase or limit any exception in the Title Policy. The Commission and St. Louis acknowledge and agree that St. Louis shall have no obligation to cure any of the Commission's Title Objections including, without limitation, judgment, deed of trust, and security interest and/or Survey Objections. Nothing in this Agreement is to be construed to require the Commission to accept title that is not marketable in fact unless the Commission waives such right as provided for herein and/or proceeds with the Closing on the Property and thereby accepts title that is not marketable in fact. Nothing in this Agreement is to be construed to require or obligate St. Louis to deliver title that is marketable in fact.

16. GENERAL CONDITION OF PROPERTY. The Commission acknowledges that it will have conducted or had the opportunity to conduct its own inspections and investigations of the Property including, without limitation, environmental inspections and investigations, and except as otherwise stated or provided for in this Agreement (i.e. see Section 5 "Transfer of Possession" and Section 8.G titled "Building Code Compliance") is acquiring the Property on an "AS-IS" basis with no warranties or representations of any kind whatsoever, express or implied, either oral or written, made by St. Louis or any of its officers, employees, agents, or representatives with respect to the physical, environmental, or structural conditions of the Property or otherwise (see Section 13 titled "Environmental Conditions").

17. LIENS. St. Louis covenants, represents, warrants, and agrees that:
- A. St. Louis shall not allow any liens, attachments, or other encumbrances of any kind whatsoever to be filed against or on the Property between the Effective Date and the Closing caused, done, or suffered by St. Louis;
- B. As of the Closing there shall be no recorded or unrecorded contracts and/or options to which St. Louis is a party affecting title to the Property, or any part thereof;
- C. There are presently no mechanic liens placed against or on the Property, and there has been no work done on the Property that will result in the placement of a mechanic's lien on the Property after the Closing;
- D. There shall be no service, supply, maintenance or management contracts or agreements that will be binding on the Commission after the Closing; and
- E. To the extent that pre-existing utility liens affect any portions of the Property, St. Louis agrees to cooperate reasonably with the Commission in requesting the release of such liens (provided that St. Louis shall not be obligated to expend any funds or incur any cost in connection with any such releases).

18. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Agreement.

19. **REMEDIES UPON DEFAULT.**

A. **Commission's Remedies.** Unless otherwise expressly provided for herein, in the event of St. Louis' unexcused breach of any of the terms, covenants, conditions, warranties, provisions, or obligations (the "Provisions") of this Agreement, St. Louis shall have thirty (30) calendar days following receipt of written notice thereof from the Commission in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, the Commission subject to and in accordance with the Provisions of this Agreement shall be entitled to pursue any remedies at law and/or in equity as may be available to the Commission including but not limited to specific performance, unless otherwise expressly provided for herein.

B. **St. Louis' Remedies.** Unless otherwise expressly provided for herein, in the event of the Commission's unexcused breach of any Provisions of this Agreement or default hereunder, the Commission shall have thirty (30) calendar days following receipt of written notice thereof from St. Louis in which to cure such breach or default. In the event that the breach or default remains uncured at the expiration of such thirty (30) day cure period, St. Louis subject to and in accordance with the Provisions of this Agreement shall be entitled to pursue any remedies available at law and/or in equity as may be available to St. Louis including but not limited to specific performance, unless otherwise expressly provided for herein.

C. **Attorney Fees.** In the event of litigation between the parties regarding this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and litigation expenses.

20. **ASSIGNMENT.** Agreement shall not be assigned in whole or part by either St. Louis or the Commission.

21. **ACKNOWLEDGMENT OF TERMS AND CONDITIONS OF SALE.** The parties affirm each has full knowledge of the Provisions contained in this Agreement. Each party hereto acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Agreement. As such, the Provisions of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits hereto.

22. **ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof as are included in and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement constitutes the entire agreement between the parties hereto. This Agreement may be amended from time to time by written agreement, duly authorized and executed by all the signatories to this Agreement. The Commission acknowledges that any such amendment to the Agreement must be authorized by an ordinance recommended and approved by St. Louis's Board of Estimate and Apportionment and its Airport Commission and approved by St. Louis's Board of Aldermen. However, the Airport Director, on behalf of St. Louis and in its best interest, may agree to amend the attached exhibits, consisting of **EXHIBIT "A"** entitled "Property Description" and **EXHIBIT "B"** entitled "Form Of Quit Claim Deed," (see also Section 24 titled "Required Approvals").

23. **WAIVER.** No waiver of any breach of any Provision shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any Provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.

24. **REQUIRED APPROVALS.** When the consent, approval, waiver, an extension in time of performance, or certification ("**Approval**") of either party is required under the terms of this Agreement, such Approval must be in writing and signed on behalf of the party making the Approval. Whenever the Approval of St. Louis or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of the Commission is required, the Approval must be from Michael Jones or his authorized or designated representative. St. Louis and the Commission acknowledge that extensions of time of performance may be made by the written mutual consent of the Director of Airports on behalf of St. Louis and Michael Jones, on behalf of the Commission. However, it is expressly understood and agreed that there can be no change in the per square feet Purchase Price or payment terms without an amendment to the Agreement executed by all of the signatories of this Agreement (see also Section 22 titled "Entire Agreement").

25. SEVERABILITY. If for any reason one or more of the Provisions in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other Provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable Provision never had been included in this Agreement, provided the invalidity of such Provision does not materially or substantially prejudice either St. Louis or the Commission in its respective rights and obligations contained in the valid Provisions of this Agreement.

26. NOTICES. Any notice, request, or other communication to be given hereunder shall be in writing and (i) shall be delivered personally, or (ii) shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) special or overnight delivery, return receipt, delivery prepaid, or (iv) shall be sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by the mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to St. Louis: Director of Airports
Lambert-St. Louis International Airport®
P.O. Box 10212, Lambert Station
10701 Lambert International Blvd.
St. Louis, MO 63145
Fax: (314) 426-5733

with a copy to: Deputy Director of Airports
Lambert-St. Louis International Airport®
10701 Lambert International Blvd.
P.O. Box 10212, Lambert Station
St. Louis, MO 63145
Fax: (314) 890-1844

with a copy to: Mr. Jim Bularzik
Airport Planning and Development
Lambert-St. Louis International Airport®
10701 Lambert International Blvd.
P.O. Box 10212 Lambert Station
St. Louis, MO 63145
Tele: (314) 551-5030
Fax: (314) 551-5013

If to Commission: Lambert Airport Eastern Perimeter Joint Development Commission
c/o Dennis G. Coleman
St. Louis County Economic Council
121 S. Meramec
Clayton, MO 63105
Tele: (314)
Fax: (314) 615-7666

with a copy to; Gallop, Johnson & Neuman, L.C.
Attn: Robert J. Droney, Attorney
101 South Hanley, Suite 1700
St. Louis, Missouri 63105
Tele: (314) 615-6000
Fax: (314) 615-6001

If to Title Company: U.S. Title Guaranty Company
Attn: Debbie Griffin
7930 Clayton Road, Suite 200
St. Louis, Missouri 63117
Tele: (314) 727-2900
Fax: (314) 727-9763

Notice shall be deemed to be given when delivered, in the case of personal delivery, when deposited in the mail, in the case of being sent by mail and when sent from the sending machine, when sent by telex, telegram, telecopy or similar form of rapid transmission. Notice shall be deemed received at the earlier of actual receipt or two (2) calendar days after being sent in the manner provided for above.

27. **ADDITIONAL WARRANTIES.** St. Louis and the Commission hereby represent and warrant to the other that each party has full power and authority to enter into and perform this Agreement in accordance with its Provisions. Neither party hereto is in violation of any contract, lease, permit, license, or agreement, which would affect either party's ability to perform this Agreement in accordance with its Provisions.

28. **GOVERNING LAW.** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Missouri, and is subject to the Charter of City of St. Louis and its applicable ordinances, except where there is a conflict with applicable federal regulations, orders, rules, requirements, and statutes in which case the federal law shall apply.

29. **MISCELLANEOUS PROVISIONS.**

- A. **Exhibits.** All exhibits described herein are fully incorporated into this Agreement by this reference as if fully set out herein. St. Louis and the Commission shall, prior to Closing, reasonably and in good faith finalize and attach all such exhibits to the Agreement, which may not have been in final form as of the date of the Agreement (see also Section 22 titled "Entire Agreement").
- B. **Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.
- C. **Dates and Non-business Days.** Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, or St. Louis holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that days shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.
- D. **Other Documents.** Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
- E. **Binding Contract.** This Agreement shall become effective and binding only upon the execution by St. Louis and the Commission and delivery of the executed counterparts of St. Louis and the Commission to the Title Company (see Section 3.A entitled "Title Company Authorization"). Commission acknowledges and agrees that this Agreement is subject to St. Louis' Charter and ordinance as they may be amended from time to time. This Agreement shall inure to the benefit of and bind the Commission and St. Louis and their respective representatives, heirs, successors in interest, and permitted assigns.
- F. **Force Majeure.** Neither St. Louis nor Commission shall be deemed in violation of this Agreement if it is prevented from performing any obligation hereunder by reason of strike, boycott, labor disputes, embargoes, shortage of materials, acts of God, acts of a public enemy or terrorist, acts of a superior governmental authority, weather conditions, riots, rebellions, or sabotage or any other circumstances for which it is not responsible and which is not within its control.
- G. **Gender and Number.** Whenever the sense of this Agreement so requires, the use of (i) the singular shall be deemed to include the plural, (ii) the masculine gender shall be deemed to include the feminine or neuter gender, and (iii) the neuter gender shall be deemed to include the masculine or feminine gender.
- H. **Counterparts.** This Agreement and any companion documents, deeds, or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.
- I. **No Personal Liability.** No alderman, commissioner, director, officer, board member, employee, or other agent of St. Louis shall be personally liable under or in connection with this Agreement.

30. BROKERAGE COMMISSION. The parties hereto represent and warrant, each to the other, that neither has engaged the services of any broker with respect to this transaction. If any claims for brokerage commissions or finder fees or like payment arise out of or in connection with the transaction provided for herein, and in the event any claim is made, all such claims shall be handled and paid by the party whose actions or alleged commitment form the basis of such claims. Each party hereto whose actions or alleged commitment form the basis of a claim shall indemnify and hold harmless the other party from and against any and all claims or demands with respect to any brokerage fees, or agent commissions or other compensation asserted by any person, firm, association, or corporation in connection with this Agreement or the transaction contemplated herein. The representations, warranties and agreement contained in this sub-paragraph shall survive the Closing or, if the Closing does not occur, the termination or cancellation of this Agreement

31. SURVIVAL. All the Provisions of this Agreement shall survive the Closing and the delivery and acceptance of the deed and shall not be merged into any deed or other document or instrument given at the Closing.

32. KNOWLEDGE. Whenever the phrases “to the knowledge of the Commission”, “to the best of the Commission’s knowledge” or words of similar import are used in this Agreement, such knowledge shall be construed to mean that the Commission has no actual or constructive knowledge except as may have already been disclosed to St. Louis prior to, or at the time of the Closing. Whenever the phrases “to the knowledge of St. Louis”, “to the best of St. Louis’ knowledge”, “St. Louis has no knowledge” or words of similar import are used in this Agreement, such knowledge shall be construed to mean that St. Louis has no actual or constructive knowledge except as may have already been disclosed to the Commission prior to, or at the time of the Closing.

33. FAA APPROVAL. The FAA’s approval of the release and sale of the Property to the Commission, the Provisions of this Agreement, the Purchase Price, and any other related matters required to be submitted to and approved by the FAA, are conditions precedent to St. Louis’ and/or the Commission’s obligations to close on the sale of the Property. If the FAA’s approval of the release and sale of the Property, the Provisions of this Agreement, the Purchase Price, or any other related matters required or necessary to be submitted to and approved by the FAA or other appropriate government authority prior to the Closing Date are not received on or before the date twelve (12) months after the Effective Date, St. Louis and/or the Commission shall have the right (as its sole option or remedy) to terminate this Agreement by giving written notice thereof to the other party, and in such event St. Louis shall not be obligated to convey the Property to the Commission and neither St. Louis nor the Commission shall have any further obligations or liability under this Agreement. It shall be the obligation of St. Louis to make a good faith effort to timely obtain such required or necessary approvals. It shall be the obligation of the Commission to make a good faith effort to cooperate with and assist St. Louis in timely obtaining such necessary or required approvals by providing St. Louis with necessary information, plans, records, affidavits, documents, certifications, or instruments in its possession or control reasonably requested by St. Louis and/or the FAA and to cooperate with St. Louis in carrying out the Provisions of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto affixed their hands and seals as of the Effective Date for themselves, their successors and assigns.

BUYER: THE LAMBERT AIRPORT EASTERN PERIMETER JOINT DEVELOPMENT COMMISSION

APPROVED BY:

(Signature) Date

NAME: _____

TITLE: _____

ATTEST TO BY:

(Signature) Date

NAME: _____

TITLE: _____

SELLER: CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT®

Pursuant to City of St. Louis Ordinance No. _____ approved _____, 2007.

APPROVED BY:

Director of Airports Date

APPROVED BY:

Comptroller Date
City of St. Louis

APPROVED AS TO FORM:

ATTESTED TO:

BY: _____ Date
City Counselor
The City of St. Louis

BY: _____ Date
Register
The City of St. Louis

EXHIBIT "A"

PROPERTY DESCRIPTION

EXHIBIT B

FORM OF QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and entered into this ____ day of _____ 2007, by and between THE CITY OF ST. LOUIS, a Municipal Corporation of the State of Missouri, whose address is City Hall, Room 200, 1200 Market Street, St. Louis, Missouri 63103 (the "**Grantor**"), and THE LAMBERT AIRPORT EASTERN PERIMETER JOINT DEVELOPMENT COMMISSION, a body corporate and politic, formed in accordance with section 70.210-70.325 MO. REV. STAT. 2000, as amended, whose address is c/o St. Louis County Economic Council, 121 S. Meramec, Suite 900, St. Louis, MO 63105 (the "**Grantee**").

WITNESSETH: that Grantor, for and in consideration of certain monetary consideration paid by the Grantee and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE AND QUIT-CLAIM unto the Grantee, its heirs, successors in interest, and assigns, the following described real estate, situated in the County of St. Louis, and State of Missouri, to wit:

See **EXHIBIT "A"**, entitled "Property Description," attached hereto and incorporated into this deed (the "**Property**").

SUBJECT TO the Easement (as hereinafter defined) and the Restrictive Covenant (as hereinafter defined), as expressly reserved as provided below.

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its heirs, successors in interest, and assigns, so that neither the Grantor, nor its heirs, successors in interest, and assigns, or 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 Property, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

For the purposes hereof the term "**Aircraft**" shall mean any contrivance now known or hereafter invented, designed or used for navigation or flight in air or space involving either persons or property. For the purposes hereof, the term "**Navigational Air Space**" shall mean all of the space above the Property as defined or established under FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration ("**FAA**") as applied to Lambert-St. Louis International Airport® (the "**Airport**").

Grantor does hereby reserve and declare for the Grantor and its successors in interest and assigns for the use and benefit

of said Grantor and the public, a perpetual and assignable avigation easement and right-of-way, (the "Easement") for (i) the free and unobstructed passage of Aircraft in, through, and across all the Navigational Air Space or Easement (ii) the entry in, through, across, or upon the Property, the Navigational Air Space, or Easement of such noise, vibration, fumes, dust, fuel particles, illumination, radio or any other type of transmission (including, without limitation, transmissions which may interfere with television or other commercial, public and private broadcasts or transmission), and any other effects, all as may be allowed in, caused by, or result from the maintenance or operation of Aircraft or the arrival and departure of Aircraft in, on, to and from the Airport, or the maintenance or operation of the Airport; and (iii) the marking and lighting of obstructions to air navigation, including but not limited to any and all buildings, structures or other improvements and trees or other objects which extend into the Navigational Air Space or Easement.

Grantor does hereby reserve and declare for the Grantor and its successors in interest and assigns for the use and benefit of said Grantor and the public, and, in accepting this deed the Grantee, on its behalf and on behalf of all heirs, successors in interest, and assigns in the Property, agrees that the Property shall be subject to the following restrictions with respect to its use: (i) no structure, building, facility, improvement, or object of natural growth shall be permitted upon the Property which encroaches upon or extends into the Navigational Air Space or Easement; (ii) the Property shall not be used in such manner as to create electrical interference with radio communication to or from any Aircraft or communication to or from the Airport and any Aircraft; (iii) the Property shall not be used in any manner which would be a hazard to the flight of Aircraft within the Navigational Air Space, interfere with the navigational and/or communications facilities or navigational aids serving the Airport, make it difficult for Aircraft pilots to distinguish between Airport lights and other lights, impair visibility in the vicinity of the Airport, endanger the landing, taking off, operation, or maneuvering of Aircraft, or constitute an obstruction to air navigation, as defined from time to time by application of the criteria of FAR Part 77 or subsequent additional regulations of the FAA; (iv) the Property shall not be used in such a manner as would violate any applicable federal, state, or local laws or regulations relating to interference with the landing, taking off, operation, or maneuvering of Aircraft at the Airport; (v) the Property shall not be used for residential purposes; (vi) the Property shall not be used for any other noise sensitive uses which are not compatible with Aircraft noise, as defined and provided for in the Federal Aviation Regulation Part 150, Noise Compatibility Programs, as may be amended from time to time, regardless of the actual noise levels of the development or redevelopment of the Property and regardless of any changes in the noise contours of the Property, even if shrinking noise contours place the Property or portions of the Property outside the DNL 65db; and (vii) the Property shall be utilized for industrial and/or commercial purposes unless prior written permission is given by the FAA and the Grantor for another use which is compatible with the Airport's operations; (viii) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations relating to discovery of "historic property" as defined and provided for in 36 CFR 800.16(l)(1), as may be amended from time to time; (ix) that development of the Property shall be carried out in compliance with applicable federal and state laws and regulations regarding wetlands; and (x) that prior to the commencement of any construction on the Property, the FAA shall be provided notice of proposed construction or alternation to the Property in a form acceptable to the FAA (currently FAA Form 7460-1 entitled "Notice of Proposed Construction or Alternation") for its review and unobjectional determination that the proposed construction or alternation is not in conflict with any of the foregoing restrictions on the use of the Property (collectively the "**Restrictive Covenants**").

The Easement and the Restrictive Covenants are and shall be easements and real covenants running with the title to the Property and shall burden and bind the Property for the duration hereof. To that end, the Easement and the Restrictive Covenants shall be deemed incorporated into all leases, deeds and conveyances hereinafter made by the Grantee and any heirs, successor in interest, and assigns thereto. Every party acquiring or holding any interest or estate in any portion of the Property shall take or hold such interest or estate, or the security interest or lease with respect thereto, with notice of the Easement and the Restrictive Covenants, and in accepting such interest or estate in, or a security interest or lease with respect to, any portion of the Property, such party shall be deemed to have assented to all of the terms and provisions hereof.

[Signature pages follow.]

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

"GRANTOR":

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT - ST. LOUIS INTERNATIONAL AIRPORT®

Pursuant to the City of St. Louis' Ordinance No. _____ approved _____, 2007.

APPROVED BY:

EXHIBIT "A"

PROPERTY DESCRIPTION

67595



EXHIBIT A

Springdale Parking Lot
 Bridgedale Subdivision City of Berkeley
 Zambrana Engineering, Project Number 206012

A tract of land being Bridgedale Subdivision, and Bridgedale Subdivision Plat 2, in U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, City of Berkeley Missouri, as per plats recorded in Plat Book 50 Page 33 and Plat Book 57 Page 23 of the St. Louis County records office, said tract being more particularly described as follows: Beginning at a point, said point being the Northeast corner of Lot 30 of aforesaid Bridgedale, thence along the western right of way line of Springdale, 60 feet wide, being the eastern line of Bridgedale South 14 degrees 51 minutes 00 seconds West 1076.51 feet to the Southeast corner of said Bridgedale, thence leaving said right of way line, along the southern line of Lots 1 thru 8 of Bridgedale, being the northern line of Marymark Subdivision as per plat recorded in Plat Book 97 Page 76 of the St. Louis County recorders office, and Springdale Gardens, as per plat recorded in Plat Book 66 Page 10 of the St. Louis County recorders office, South 89 degrees 06 minutes 00 seconds West 439.49 feet to a point on the eastern line of a tract conveyed to B Spell Holdings LLC Etal by deed recorded in Book 14656 Page 1797 of the St. Louis County recorders office, thence along the southern line of Lots 8 thru 10 of Bridgedale, and the eastern and northern lines of said B Spell Holding LLC Etal tract North 32 degrees 50 minutes 00 seconds West 239.70 and South 64 degrees 32 minutes 30 seconds West 489.54 feet, thence leaving said line in a westward direction along the southern lines of Lots 33 and 34 of Bridgedale Plat 2, South 89 degrees 06 minutes 00 seconds West 13.93 feet, North 07 degrees 45 minutes 00 seconds East 20.23 feet and South 89 degrees 06 minutes 00 seconds West 154.10 feet to the southwest corner of aforesaid Lot 33, thence along the western lines of Bridgedale Plat 2, Lots 20 thru 33, being the eastern lines of a tract conveyed to Union Electric Company by deed recorded in Book 4130 Page 0001 of the St. Louis County recorders office, North 07 degrees 58 minutes 00 seconds West 345.36 feet to a point on a curve to the left, whose radius point bears North 54 degrees 28 minutes 58 seconds West 2914.93 feet from the last described point, thence along the arc of said curve 478.86 feet to a point being the northwest corner of aforesaid Lot 20, thence along the northern lines of Lots 14, 18 thru 20, and the western line of Lots 9 thru 11, being the southern and eastern lines of a tract conveyed to B Spelling Holdings LLC by deed recorded in Book 14656 Page 1797 of the St. Louis County recorders office, thence along said lines the following courses and distances: South 76 degrees 24 minutes 00 seconds East 58.83 feet, North 89 degrees 23 minutes 30 seconds East 150.00 feet and North 07 degrees 45 minutes 00 seconds East 290.40 feet to a point being the northwest corner of aforesaid Lot 9 of Bridgedale Plat 2, thence along the northern lines of said Bridgedale Plat 2, and Bridgedale, being Lots 1-9 and 26 thru 30, being on the southern line of said B Spelling Holdings LLC tract, North 89 degrees 23 minutes 30 seconds East 699.77 feet and North 89 degrees 23 minutes 30 seconds East 309.40 feet to the point of beginning and containing 26.69 Acres including all roads, as per calculations by Zambrana Engineering, Inc, during May, 2006.



5-10-06

67595

EXHIBIT A

Zambrana Engineering Inc. Project Number 205037
December 15, 2005

Land Description Pearce and Springdale

A tract of land being part of Lot 1 of L.P. Stinson Estate in U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 1 Page 42 of the St. Louis County recorders office, and being more particularly described as follows:

A tract of land beginning at the intersection of the northern right-of-way line of Peace Drive 40 feet wide and the eastern right-of-way line of Springdale Avenue 60 feet wide, thence in a northerly direction along the eastern right-of-way line of Springdale to its intersection with the southwestern right-of-way line of Interstate I-70, thence in a southern direction along the right-of-way line of Interstate I-70 to its intersection with the northern right-of-way line of Peace Drive 40 feet wide, thence in a western direction along the northern right-of-way line of Peace Drive to the point of beginning and containing 4.9 acres.

This tract is made up of 16 existing parcels.

A tract of land being part of Lot 81 and Lots 82 thru 93 of Springdale Lake Sites, a subdivision of Lots 4 and 5 of Partition of Stinson Estate in U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County, Missouri, as per plat recorded in Plat Book 37, Page 13 of the St. Louis County recorders office, and being more particularly described as follows:

Commencing at the northeastern corner of Lot 81, being on the southern right-of-way line of Peace Drive 40 feet wide, thence in a western direction along said right-of-way line a distance of 30 feet to the Actual Point of Beginning of the description herein: thence leaving said right-of-way line in a southern direction to a point being the southeastern corner of said Lot 81, being on the northern right-of-way line of Severin Drive, 50 feet wide, thence in a western direction along said northern right-of-way line of said Severin Drive to its intersection with the eastern right-of-way line of Springdale Avenue, 60 feet wide, thence in a northeastern direction along the eastern right-of-way line of Springdale Avenue, to its intersection with the southern right-of-way of aforesaid Peace Drive, thence in an eastward direction along the southern right-of-way line of Peace Drive to the actual point of beginning and containing 3.5 acres.

A tract of land being Lot 13 of Springdale Lake Sites a subdivision of Lots 4 and 5 of Partition of Stinson Estate in U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 37 Page 13 of the St. Louis County records office.

This tract contains 5,155 square feet.

A tract of land being Lot 36 of Springdale Lake Sites a subdivision of Lots 4 and 5 of Partition of Stinson Estate in U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 37 Page 13 of the St. Louis County records office.

This tract contains 5,637 square feet.

67595

EXHIBIT A

A tract of land being Lots 57 and 58 and the north 25 feet of Lot 56 of Springdale Lake Sites a subdivision of Lots 4 and 5 of Partition of Stinson Estate in U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, as per plat recorded in Plat Book 37 Page 13 of the St. Louis County records office.
This tract contains 15,921 square feet.

A tract of land being Lots 76, 77 and 78 and part of Lots 75, 79 and 80 of Springdale Lake Sites a subdivision of Lots 4 and 5 of Partition of Stinson Estate as per plat recorded in Plat Book 37 Page 13 of the St. Louis County records office, and a tract of land being part of Lot 3 of the Subdivision in Partition of the Stinson Estate as per plat accompanying Commissioner's Report recorded in Book 17 Page 450 of the St. Louis County records office, U.S. Survey 2476, Township 46 North, Range 6 East of the Fifth Principal Meridian, St. Louis County Missouri, said tract being more particularly described as follows:
Beginning at a point on the eastern right-of-way line of Russett Drive, said point being 22 feet south of the northwestern corner of Lot 75, thence in a northward direction along said right-of-way line to the northwest corner of Lot 79, thence leaving said right-of-way line to a point on the eastern line of said Springdale Lake Sites, said point being 10 feet north of the northeast corner of Lot 79, thence along the eastern line of said subdivision to a point being the northeastern corner of Lot 80, being on the southern right-of-way line of Peace Drive, 40 feet wide, thence in an eastward direction along said right-of-way line to its intersection with the southwestern right-of-way line of Interstate I-70, thence in a southerly direction along the right-of-way line of Interstate I-70 to a point that is 370.68 feet south of the southern right-of-way line of aforesaid Peace Drive and 252.57 east of the eastern line of said Springdale Lake Sites, thence leaving said right of way line to a point on the eastern line of said subdivision being 370.68 feet south of said southern right-of-way line of Peace Drive, thence along said eastern subdivision line to the point of beginning excluding that area conveyed to State of Missouri, by deed recorded in Book 4054 Page 409 of the St. Louis County records.
This tract contains 1.87 Acres.



67595

Approved: July 10, 2007

ORDINANCE #67596
Board Bill No. 161

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Mayor, Comptroller, City Counselor, and the Director of Airports of the City of St. Louis ("St. Louis"), to enter into and execute on behalf of St. Louis a Settlement Agreement substantially in the form as set out in **ATTACHMENT 1** to this ordinance (the "Settlement Agreement"), which is attached hereto and incorporated herein, between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport") which is located in St. Louis County, Missouri, and The City of Bridgeton, Missouri, ("Bridgeton"), necessary to resolve and settle both of the lawsuits described in Section 1 of the Settlement Agreement (the "Lawsuits") and any other claims known by St. Louis or Bridgeton on the Effective Date as defined in the Settlement Agreement concerning St. Louis' W-1W Expansion Program of the Airport in accordance with and subject to the applicable rules and regulations of the Federal Aviation Administration and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; which Settlement Agreement subject to and in accordance with its terms, covenants, warranties, and conditions also authorizes and provides in part for the following:

- 1) The payment by St. Louis to Bridgeton of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A Payment Schedule;
- 2) The retention by Bridgeton of the Commissioners' Awards provided for in Section 2(b) in regard to the Lawsuits;
- 3) The conveyance by St. Louis to Bridgeton by Quit Claim Deed of approximately 41.73 acres of land within the City of Bridgeton commonly know as the "Carrollton Property" or the "Carrollton Subdivision" (collectively the "Carrollton Property") as provided for in Section 2(c) and Exhibit W Form of Carrollton Property Deed;
- 4) The leasing by St. Louis to Bridgeton of approximately 9.87 acres of land within the City of Bridgeton as provided for in Section 2(d) and set out in Exhibit D Ground Lease;
- 5) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 15.33 acres of land within the City of Bridgeton commonly know as "Freebourne Park" as provided for in Section 2(f) and Exhibit F-4 Form of Freebourne Property and Oak Valley Property Deeds ;
- 6) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 11.51 acres of land within the City of Bridgeton commonly know as "Oak Valley Park" as provided for in Section 2(g) and Exhibit F-4 Form of Freebourne Property and Oak Valley Deeds;
- 7) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 4.83 acres of real property within the City of Bridgeton commonly know as the "Bridgeton Municipal Complex Property" as provided for in Section 2(h) and Exhibit I Form of Municipal Complex Deed and Exhibit J Escrow Agreement;
- 8) The lease back by St. Louis of the Bridgeton Municipal Complex Property to Bridgeton for a period commencing on the Final Payment Date, as defined in the Section 2(h) and expiring on the date which is the earlier of (i) two and one-half years after the Final Payment Date or (ii) the date on which Bridgeton has substantially completed the construction of and moved into its replacement municipal complex, in accordance with Section 2(h) and Exhibit K Municipal Complex Lease and Exhibit J Escrow Agreement;
- 9) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of certain streets within the City of Bridgeton as provided for in Section 2(i) and Exhibit U Form of Streets Deed;
- 10) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 2(i) and Exhibit M Carrollton Easement; and
- 11) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 7(b) and Exhibit T Road Easement; authorizing and directing the Comptroller subject to and in accordance with the provisions of the Settlement Agreement to take such actions that are necessary or appropriate to timely make the cash payments to Bridgeton in the total amount of Ten

Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A of the Settlement Agreement including, without limitation, the transfer or appropriation of funds from time to time as may be necessary or appropriate from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into this Ordinance; authorizing the Mayor, Comptroller, Register, City Counselor, Director of Airports and other appropriate officers, agents, and employees of St. Louis, as the case may be, with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in the St. Louis' best interest any companion, attendant, or related documents, agreements, bill of sales, deeds or instruments contemplated in the Settlement Agreement and attached thereto as an exhibit, or necessary to effectuate the terms set forth in the Settlement Agreement and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as are necessary or appropriate in connection with the settlement of the Lawsuits or the consummation of the transactions contemplated in the Settlement Agreement for and in consideration of St. Louis' obligations as set forth in the Settlement Agreement; authorizing the Director of Airports to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal state or local programs for projects or expenditures herein authorized where such projects, costs or expenditures or deemed eligible and/or monies made available for those projects, costs, or expenditures under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to pay for the projects, costs, or expenditures herein authorized; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the documents, agreements, bill of sales, deeds, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain ordinances of The City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development, improvement and/or expansion of Lambert-St. Louis International Airport® ("Airport"), and in accordance with the Federal Aviation Regulation ("FAR") Part 150 Noise Compatibility Program and the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP"), St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 41.73 acres of land within the area of the City of Bridgeton, Missouri ("Bridgeton") commonly know as the "Carrollton Property" or the "Carrollton Subdivision" (collectively the "Carrollton Property"), and more particularly described on Exhibit B to the Settlement Agreement between St. Louis and Bridgeton (the "Settlement Agreement"), which is attached hereto as **ATTACHMENT 1** and incorporated herein;

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

WHEREAS, pursuant to the AIP, St. Louis may dispose of the Carrollton Property only upon a showing that such disposition is at a fair market value, and, is in accordance with a land use plans or restrictions as approved by the FAA which permits only commercial or development uses of Airport property that are compatible with the operation of the Airport, due to Airport noise, over-flight patterns, and height restrictions; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Settlement Agreement including, without limitation, the terms regarding the conveyance of the Carrollton Property to Bridgeton as set out in Section 2(c) of the Settlement Agreement are acceptable and that the execution, delivery and performance by St. Louis and Bridgeton of their respective obligations under the Settlement Agreement are in the best interests of St. Louis and the Airport and promote the peace, health, safety, and welfare of the residents of the metropolitan area and the traveling public.

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

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

SECTION TWO. The Mayor, Comptroller, City Counselor, and the Director of Airports of The City of St. Louis, Missouri, a constitutional charter city of the State of Missouri ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis the Settlement Agreement between St. Louis, the owner and operator of Lambert St. Louis International Airport® (the "Airport") which is located in St. Louis County, Missouri, and The City of Bridgeton, Missouri, a constitutional charter city of the State of Missouri ("Bridgeton") (the "Settlement Agreement"), substantially in the form as set out in **ATTACHMENT 1** which is attached hereto and incorporated herein, necessary to resolve and settle both of the lawsuits described in Section 1 of the Settlement Agreement (the "Lawsuits") and any other claims known by St. Louis or Bridgeton on the Effective Date as defined in

the Settlement Agreement concerning St. Louis' W-1W Expansion Program of the Airport as set out in Section 1 of the Settlement Agreement in accordance with and subject to the applicable rules and regulations of the Federal Aviation Administration and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated as of October 15, 1984, as amended and restated on September 10, 1997, as amended; which Settlement Agreement subject to and in accordance with its terms, covenants, warranties, and conditions also authorizes and provides in part for the following:

- 1) The payment by St. Louis to Bridgeton of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A Payment Schedule;
- 2) The retention by Bridgeton of the Commissioners' Awards as provided for in Section 2(b) in regard to the Lawsuits;
- 3) The conveyance by St. Louis to Bridgeton by Quit Claim Deed of approximately 41.73 acres of land within the City of Bridgeton commonly know as the "Carrollton Property" or the "Carrollton Subdivision" (collectively the "Carrollton Property") as provided for in Section 2(c) and Exhibit W Form of Carrollton Property Deed;
- 4) The leasing by St. Louis to Bridgeton of approximately 9.87 acres of land within the City of Bridgeton as provided for in Section 2(d) and set out in Exhibit D Ground Lease;
- 5) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 15.33 acres of land within the City of Bridgeton commonly know as "Freebourne Park" as provided for in Section 2(f) and Exhibit F-4 Form of Freebourne Property and Oak Valley Property Deeds;
- 6) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 11.51 acres of land within the City of Bridgeton commonly know as "Oak Valley Park" as provided for in Section 2(g) and Exhibit F-4 Form of Freebourne Property and Oak Valley Property Deeds;
- 7) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of approximately 4.83 acres of real property within the City of Bridgeton commonly know as the "Bridgeton Municipal Complex Property" as provided for in Section 2(h) and Exhibit I Form of Municipal Complex Deed and Exhibit J Escrow Agreement;
- 8) The lease back by St. Louis of the Bridgeton Municipal Complex Property to Bridgeton for a period commencing on the Final Payment Date as defined in the Section 2(h) and expiring on the date which is the earlier of (i) two and one-half years after the Final Payment Date or (ii) the date on which Bridgeton has substantially completed the construction of and moved into its replacement municipal complex, in accordance with Section 2(h) and Exhibit K Municipal Complex Lease and Exhibit J Escrow Agreement;
- 9) The conveyance by Bridgeton to St. Louis by Quit Claim Deed of certain streets within the City of Bridgeton as provided for in Section 2(i) and Exhibit U Form of Streets Deed;
- 10) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 2(i) and Exhibit M entitled Carrollton Easement; and
- 11) The granting by St. Louis of a perpetual easement to Bridgeton granting Bridgeton and the general public vehicular access over certain roads and pedestrian access over the associated sidewalks as provided for in Section 7(b) and Exhibit T Road Easement.

SECTION THREE. The Comptroller, subject to and in accordance with the provisions of the Settlement Agreement, is hereby authorized and directed to take such actions that are necessary or appropriate to timely make the cash payments to Bridgeton in the total amount of Ten Million Eight Hundred Thousand Dollars (\$10,800,000.00) in accordance with the Payment Schedule as defined and provided for in Section 2(a) and Exhibit A Payment Schedule of the Settlement Agreement including, without limitation, the transfer or appropriation of funds from time to time as may be necessary or appropriate from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into this Ordinance in order to timely make the cash payments to Bridgeton in accordance with the Payment Schedule.

SECTION FOUR. The Mayor, Comptroller, Register, City Counselor, Director of Airports, and other appropriate officers, agents, and employees of St. Louis, as the case may be, with the advice of the Director of Airports are hereby authorized to enter into

and execute on behalf of St. Louis and in the St. Louis' best interest any companion, attendant, or related documents, agreements, bill of sales, deeds or instruments contemplated in the Settlement Agreement and attached thereto as an exhibit, or necessary to effectuate the terms set forth in the Settlement Agreement and/or deemed necessary to preserve and protect St. Louis' interest, and to take such actions as are necessary or appropriate in connection with the settlement of the Lawsuits or the consummation of the transactions contemplated in the Settlement Agreement for and in consideration of St. Louis' obligations as set forth in the Settlement Agreement.

SECTION FIVE. The Director of Airports is hereby authorized to make such applications and provide such data and to take whatever action necessary to seek funds under the Airport Improvement Program, the Passenger Facility Charge Program or other federal state or local programs for projects or expenditures herein authorized where such projects, costs or expenditures or deemed eligible and/or monies made available for those projects, costs, or expenditures under federal, state, or local law or contract, and to authorize the deposit of such funds as may be appropriate into this Ordinance to pay for the projects, costs, or expenditures herein authorized.

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

SECTION SEVEN. 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 contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION EIGHT. This being an Ordinance providing for public peace, health, and safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis' Charter and shall become effective immediately upon its approval by the Mayor of the St. Louis.

Attachment "1"

Is on file in the Register's office.

Exhibits A to T

Is on file in the Register's Office.

Approved: July 10, 2007

**ORDINANCE #675597
Board Bill No. 59**

An ordinance approving a Fair Share Agreement between the City of St. Louis and United Association of JOURNEYMEN AND APPRENTICES of the Plumbing and Pipe Fitting Industry of the U.S. & Canada Affiliated with AFL – CIO Local Union No. 562; authorizing and directing the execution of such Agreement in substantially the form set out herein; with an emergency provision.

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

SECTION ONE: As authorized by City Ordinance 62234, the Director of Personnel is authorized and directed to execute, on behalf of the City, a Fair-Share Agreement with United Association of JOURNEYMEN AND APPRENTICES of the Plumbing and Pipe Fitting Industry of the U.S. & Canada Affiliated with AFL – CIO Local Union No. 562, in substantially the following form, which is hereby approved on behalf of the City:

FAIR SHARE AGREEMENT

This Agreement is entered into between the City of St. Louis (the "Employer") and the United Association of JOURNEYMEN AND APPRENTICES of the Plumbing and Pipe Fitting Industry of the U.S. & Canada Affiliated with AFL – CIO Local Union No. 562 (the "Union") to implement the provisions of City Ordinance No. 62234 which authorizes the establishment of a Fair Share Agreement between the Employer and the Union as exclusive representative of certain units of employees.

SECTION 1. It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations, including the direction of the working force and the right to plan, direct, and control the operation of all equipment and other property of the Employer, except as modified by this or unit Agreements. Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of service, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel.

The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

SECTION 2. The Employer and the Union agree that all employees in a bargaining unit for which the Union has been certified by the State or recognized by the City as the exclusive bargaining representative who are not members of the Union or who do not become members within thirty (30) days of the effective date of this Agreement shall pay a fair share fee to the Union. Any new employee hired into a bargaining unit represented by the Union who does not become a member of the Union within thirty (30) days of employment, and any employee who terminates membership in the Union and remains in the bargaining unit shall pay a fair share fee to the Union. Said fee shall be determined by the Union and agreed to by the Director of Personnel in accordance with Section 3 of this Agreement and City Ordinance No. 62234, provided, however, that the amount of said fees shall not exceed the amount of dues payable by members of the Union in the applicable bargaining unit.

SECTION 3. It shall be the sole responsibility of the Union to calculate the amount of the fair share fee that may be charged to non-union members employed within a bargaining unit. The Union shall establish procedures for the calculation of fair share fees which comply with applicable law, provided, that any asserted failure to comply with applicable law on the part of the union shall not be a basis for any refusal or failure by the Employer to deduct or transmit such fair share fees to the union unless such refusal is otherwise provided for in this Agreement. All fair share fees calculated by the Union shall be reviewed and agreed to by the Director of Personnel prior to implementation.

SECTION 4. Upon identification of the employees in a bargaining unit who are not members of the Union representing said unit, and completion of the notification process described in Section 5 of the Agreement, the Employer shall deduct from the earnings of said employees the amount of such employees' fair share fee as determined by the Union and agreed to by the Director of Personnel, and shall promptly remit such monies together with appropriate records to the designated Union official.

SECTION 5. The Union agrees that it shall issue a notice to all bargaining unit employees who are not members of the Union on an annual basis which shall provide the following information:

A. A statement of the amount of the fair share fee payable by bargaining unit employees who are not members of the Union (which fee may also be stated as a percentage of regular dues, at the option of the union);

B. A statement disclosing the method of calculating such fair share fee, including the financial information on which such calculation is based;

C. The procedures which must be followed by such employee if the employee wishes to challenge the union's calculation of the amount of the fee which is properly chargeable to such employee.

The notice required by this Section shall be provided to each non-member employed in a bargaining unit represented by the Union prior to the commencement of fair share fee deductions and at least once each calendar year thereafter. In addition to the annual distribution described above, the notice required by this Section shall be provided to each new employee and to each employee who has ceased membership in the Union, prior to the deduction of any fair share fees from the earnings of such employee. The Employer agrees to provide to the Union, within thirty (30) days after the effective date of this Agreement, a list containing the names and work addresses of each nonmember employed within a unit represented by the Union. The Employer agrees to notify the Union of the name and work address of each new employee and of each employee who ceases membership in the union within thirty (30) days after such employee begins employment or ceases membership.

SECTION 6. In the event any employee challenges the Union's right to, or calculation of the fair share fee payable by such employee, such challenge shall be heard by the Civil Service Commission, which shall promptly hold a hearing and decide the matter.

No fair share fee shall be withheld from the salary of an employee until the Civil Service Commission rules on that employee's challenge to the withholding of or the amount of such fee. Upon the conclusion of such a challenge, all fees determined

to be payable by the Civil Service Commission and not previously paid as a result of such challenge shall become immediately due and payable.

SECTION 7. The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer in complying with the provisions of this Agreement provided that:

A. The Employer gives the union notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Section; and

B. If the Union so requests in writing and the Employer agrees, the Employer will relinquish to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate with the Union in gathering evidence, securing witnesses and all other aspects of said defense. It is expressly understood that the provisions of this Section will not apply to any claim, suit or other form of liability which may rise as a result of any type of willful misconduct by the Employer or the Employer's improper execution of the obligations imposed upon it by this Article.

SECTION 8. All employees covered by this Agreement shall have the right to file an objection about the withholding of fair share fees with the Civil Service Commission.

SECTION 9. The union agrees to represent both union and non-union employees in all applicable bargaining units without regard to race, creed, national origin, religion, sex, marital status, age, handicap, or organization membership or affiliation.

SECTION 10. In the event that any section of this Agreement shall be declared illegal or unenforceable, all other sections of the Agreement shall remain in full force and effect.

SECTION 11. This Agreement shall become effective upon its execution by the parties hereto and its approval by the Board of Aldermen.

CITY OF ST. LOUIS

COUNTY & MUNICIPAL EMPLOYEES,

BY: _____
Director of Personnel

United Association of JOURNEYMEN AND APPRENTICES of the Plumbing and Pipe Fitting Industry of the U.S. & Canada
Affiliated with AFL – CIO Local Union No. 562

BY: _____

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

Approved: July 19, 2007

ORDINANCE #67598
Board Bill No. 104

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

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

SECTION ONE. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems including loitering, littering, drug trafficking, prostitution, public drunkenness, defacement and damaging of structures, pedestrian obstructions, as well as traffic circulation, parking and noise problems on public streets and neighborhood lots. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single and multiple family within the district, including fear for the safety of children, elderly residents and of visitors to the district. The problems also contribute to the deterioration of the neighborhood and concomitant devaluation of property and destruction of community values and quality of life. The number of establishments selling alcoholic beverages and the associated problems discourage more desirable and needed commercial uses in the area. In order to preserve the residential character and the neighborhood serving commercial uses of the area, there shall be a moratorium on the issuance of new liquor licenses with the area Beginning at the intersection of the centerlines of Interstate 70 and Branch St., and proceeding along the centerlines in a generally clockwise direction west to Destrehan St., west to Palm St., west to Natural Bridge Blvd., west to Parnell St., south to Hebert St., west to Elliott Ave., south to Greer Ave., west to Glasgow Ave., southwest to St. Louis Ave., west to Prairie Ave., south to Maffitt Ave., west to N. Vandeventer Ave., north to Fairgrounds Park and through Fairgrounds Park along the road to the intersection of Prairie Ave. and Kossuth Ave., west to Clay Ave., north to Penrose St., west to Fair Ave., north to Carter Ave., east to Rosalie St., northwest to Adelaide Ave., northeast to Conde St., south to Linton Ave., east to Blair Ave., south to E. Grand Ave., east to Interstate 70, and south along Interstate 70 to the point of beginning. Such area shall be known as the Third Ward Liquor Control Area.

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

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

- (1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289; and
- (2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, where at least Sixty Percent of the gross income is derived from the sale of food consumed on the premises of the establishment.

SECTION FOUR. EMERGENCY CLAUSE.

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

Approved: July 19, 2007

ORDINANCE #67599
Board Bill No. 138

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 Thousand Two Hundred Nineteen Dollars (\$1,219.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Connie Parker, Wilma Parker, and Patricia Parker, certain City-owned property located in City Block 2322, which property is known as 1639 Knapp Street, 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 Thousand Two Hundred Nineteen Dollars (\$1,219.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Connie Parker, Wilma Parker, and Patricia Parker, certain City-owned property located in City Block 2322, which property is known as 1639 Knapp Street, 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 _____ 2007, 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 Connie Parker, a single person; Wilma Parker, a widow; and Patricia Parker, a single person; whose address is 1633 Knapp Street, 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)

CONNIE PARKER
WILMA PARKER
PATRICIA PARKER
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Connie Parker

BY: _____
Darlene Green
Comptroller

By: _____
Wilma Parker

Approved as to form:

By: _____
Patricia Parker

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 Connie Parker, Wilma Parker, and Patricia Parker, to me personally known, and who executed the forgoing instrument, who being by me duly sworn did say that they executed said instrument as their 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

A parcel of land in City Block 2322 fronting 26 feet on Knapp Street by a depth of 105 feet and being lot 30 of Visitation Convent Subdivision, also described as: Lot 30 in Visitation Convent Subdivision and in Block 2322 West of the City of St. Louis Missouri fronting 26 feet on the West line of Knapp Street by a depth Westwardly of 105 feet to an alley, bounded North by Madison Street, commonly known as and numbered 1639 Knapp Street. Parcel ID 2322-04-00600

Approved: July 19, 2007

**ORDINANCE #67600
Board Bill No. 174**

An Ordinance pertaining to public nuisances; repealing Ordinance 66181 and enacting in lieu thereof a new ordinance establishing procedures for the abatement of public nuisances identified by the Public Safety Director; containing definitions, penalties and an emergency clause.

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

SECTION ONE. DEFINITIONS.

For the purposes if this ordinance:

A. "Premises" includes any parcel of property, residential or commercial and the building or structure, if any, which is situated on the property, and any portion of the public way that abuts the parcel of property when it is used in conjunction with the abutting property for the commission of illegal activity.

B. A "Nuisance" is a continuing act or physical condition which is made, permitted, allowed or continued by any

person or legal entity, their agents or servants or any person or legal entity who aids therein which is detrimental to the safety, welfare or convenience of the inhabitants of the City or a part thereof, or any act or condition so designated by statute or ordinance.

C. "Owner" the person or entity whose name is listed on the last deed recorded at the Office of the Recorder of Deeds, on the tax records at the Office of the Assessor, or person in care, custody or control of said premises.

SECTION TWO. PUBLIC NUISANCE.

A public nuisance exists when the premises are used for two or more of the following incidents within the previous 12 months:

- A. prostitution;
- B. illegal gambling;
- C. the illegal sale, manufacture, storing, possession, distribution or use of narcotics or other controlled substances or precursors;
- D. the illegal sale, manufacture, storing, possession, distribution or use of drug paraphernalia or precursors;
- E. the illegal sale, distribution or consumption of alcoholic beverages;
- F. illegal sale, storing, possession, use or distribution of a firearm(s), weapons or explosive devices;
- G. violation of municipal, state or federal business licensing regulations;
- H. commission of any offense which is punishable by imprisonment of ninety days or more;
- I. maintaining or permitting a condition or engaging in an activity which unreasonably annoys, injures, or endangers the safety, health, morals, or repose of any inhabitants of the City of St. Louis or a part thereof;
- J. any other condition or activity that may constitute a felony, misdemeanor or ordinance violation under federal, state, or municipal law which is detrimental to the safety, welfare or convenience of the inhabitants of the City of St. Louis or a part thereof.

SECTION THREE. NOTICE.

A. Whenever the Director of Public Safety reasonably believes that any premises constitutes a public nuisance as defined in Sections One and Two herein, the Director or his designee, shall give written notice to the person or entity who owns or controls the premises ("Owner"). The Notice shall state that the Director reasonably believes that a nuisance exists and identifies the activities or conditions which form the basis of the belief. Said Notice shall also set forth reasonable abatement measures which the landlord must take within 30 days of the notice. An owner occupant and/or tenant must immediately cease all nuisance behavior.

B. A copy of the Notice shall be sent to the Owner of said premises via first class United States mail. A copy of the Notice shall also be posted in a prominent place on the premises. The Notice shall also provide the Owner of said premises a reasonable opportunity to meet with a representative of the City to discuss the allegations in the Notice and the need for abatement measures.

C. In the event that additional nuisance behavior occurs on said premises which is different from the behavior which was listed in the Notice, the Director or his designee may send an "Amended Notice" to the Owner of said premises. The "Amended Notice" shall be sent via first class United States mail and by posting a copy in a prominent place on the premises. An additional 30 day abatement period shall not exist when an "Amended Notice" is issued.

SECTION FOUR. SUMMONS.

Any owner occupant or tenant who engages in, encourages, permits or otherwise fails to immediately abate the nuisance may be issued a summons for "engaging in a nuisance" or "maintaining a nuisance." Any owner of residential or commercial unit(s), who does not abate the nuisance within the 30 day period shall be issued a summons for "failure to abate a nuisance." A defendant who is found guilty of or pleads guilty to a nuisance offense shall be subject to a fine of not less than \$100.00 and not more than \$500.00

for the first offense. A defendant, who is found guilty of or pleads guilty to a second nuisance offense, shall be subject to a fine of \$200.00 and not more than \$500.00. A defendant who is found guilty of or pleads guilty to a third or subsequent nuisance offense, shall be subject to a fine of \$500.00. Each occurrence of nuisance behavior regardless of proximity in time to any other nuisance violation shall be deemed a separate and distinct offense for which a summons may be issued.

SECTION FIVE. ADMINISTRATIVE HEARINGS.

A. In addition to the issuance of a summons under Section Four, the Director of Public Safety may initiate an Administrative Hearing in order to abate a public nuisance as defined in Sections One and Two herein.

B. When an Owner of rental residential or commercial property has failed to abate the nuisance within 30 days of the Notice or an owner occupant has failed to immediately abate the nuisance upon receipt of the Notice, the Director of Public Safety or his designee may issue a Hearing Notice to the Owner of the subject premises. The Hearing Notice shall be in writing and either sent by first class United States mail or served in person, not less than twenty (20) days prior to the date of such hearing. A copy of the Hearing Notice shall also be posted in a prominent place on the premises.

C. An attorney who appears on behalf of any Owner must file a written appearance with the Director of the Department of Public Safety.

D. The case for the City shall be presented by the City Counselor.

E. The Administrative Hearing Officer may grant continuances only upon a finding of good cause.

F. All testimony shall be given under oath or affirmation.

G. The Administrative Hearing Officer may issue subpoenas to secure the attendance and testimony of relevant witnesses and the production of relevant documents.

H. Subject to subsection (K) of this section, the administrative hearing officer may permit witnesses to submit their testimony by affidavit.

I. The formal and technical rules of evidence shall not apply at the hearing. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.

J. No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a violation Notice, or a copy thereof, issued and signed in accordance with Section Three herein shall be prima facie evidence of the correctness of the facts specified therein.

K. Upon the timely request of any party to the proceeding, any person, who the Administrative Hearing Officer determines, may reasonably be expected to provide testimony which is material and which does not constitute a needless presentation of cumulative evidence, shall be made available for cross-examination prior to a final determination of liability.

L. Upon conclusion of a hearing, the Administrative Hearing Officer shall issue Findings of Fact, Conclusions of Law and Order of the Hearing Officer ("Order") setting forth the facts and law which support his/her nuisance determination.

M. In the event that a nuisance is found to exist, the Administrative Hearing Officer shall require that the Owner implement reasonable measures designed to prevent the recurrence of the nuisance activity. Those measures may include but, are not limited to, making security improvements to the premises, hiring of licensed and insured security personnel, appointment of a receiver, the initiation and execution of eviction proceedings against tenants who engage in the nuisance behavior, or the closing and boarding of the premises for a period not to exceed one year.

N. An Order of Closure shall be recorded in the Office of the Recorder of Deeds.

O. The Order shall inform the respondent of his or her right to seek judicial review of the Hearing Officer's final determination.

P. The record of all hearings before an Administrative Hearing Officer shall include: (i) a record of the testimony presented at the hearing, which may be made by tape recording, digital recording or other appropriate means; (ii) all exhibits

submitted as evidence at the hearing; and (iii) a copy of the Order.

SECTION SIX. REVOCATION OF PERMITS, LICENSES AND NULLIFICATION OF EXEMPTIONS.

If the Hearing Officer determines that a nuisance exists and orders that the abatement of the nuisance requires closure of the subject premises, the following shall apply:

A. Prior to occupancy of the premises, whether commercial or residential, the property shall be inspected by the appropriate City, State and Federal Inspectors. The subject premises must be in compliance with all applicable city, state and federal, health, safety property maintenance and building codes. No occupancy shall occur unless all code violations are abated.

B. Any property, commercial or residential which had previously been exempt from or "grandfathered in" and not subject to compliance with current health, safety, property maintenance and building codes will be deemed to have forfeited that status and must be in total compliance with all applicable City, state and federal, health, safety property maintenance and building codes. No occupancy shall occur unless all code violations are abated.

C. Any licenses, permits or certificates, whether business, occupancy or building code which pertain to the subject premises and were in effect at the time of an Order of Closure of the premises are deemed revoked or abandoned.

SECTION SEVEN. SEVERABILITY CLAUSE.

The Sections of this Ordinance shall be severable. In the event any Section of this Ordinance is found by a Court of competent jurisdiction to be unconstitutional, the remaining Sections of this Ordinance are valid unless the Court finds the valid Sections of this Ordinance so essentially and inseparably connected with, and so dependent upon the void Section, that it cannot presume that the legislature would have enacted the valid Sections without the void ones; or unless the Court finds that the valid Sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

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: July 19, 2007

ORDINANCE #67601 Board Bill No. 178

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 Twenty-Five Thousand Dollars (\$25,000.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto A and F Realty LLC, certain City-owned property located in City Block 291, which property contains 0.382 acres more or less, 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 Twenty-Five Thousand Dollars (\$25,000.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto, A and F Realty LLC, certain City-owned property located in City Block 291, which property contains 0.382 acres more or less, 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.

Notary Public

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

On this ____ day of _____, 2007, before me appeared Gerald F. Lerman, to me personally known, who being by me duly sworn did say that he is the a Member of the Board of Managers of A and F Realty LLC and that he is authorized to execute this Quit-Claim Deed on behalf of said limited liability company under the authority of its board of managers, 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

WHARF STREET PARCEL PROPERTY DESCRIPTION:

A tract of land being part of Wharf Street, abutting City Block 291 on the East, and part of Clinton Street, 60 feet wide, vacated by Ordinance Number 57718 of the City of St. Louis Records, in the City of St. Louis, Missouri, and being more particularly described as follows:

Commencing at the Southwesterly corner of said City Block 291, being the intersection of the Easterly line of First Street, 80 feet wide, with the Northerly line of Madison Street, 60 feet wide; thence along the Northerly line of said Madison Street, North 68 degrees 13 minutes 49 seconds East, 445.30 feet to the Westerly line of said Wharf Street, variable width, and the True Point of Beginning of the tract of land herein described, said point being the Southeasterly corner of said City Block 291, and being the Southeasterly corner of the property now or formerly conveyed to Joseph T. Ryerson and Son, Inc., by Deed recorded in Book 118M, Page 1735 of the City of St. Louis Records; thence along the Westerly line of said Wharf Street and the Easterly line of said Joseph T. Ryerson and Son, Inc. property, and their Northerly prolongation, North 14 degrees 22 minutes 36 seconds West, 272.26 feet to the centerline of said Clinton Street, 60 feet wide, vacated; thence along the Easterly prolongation of said centerline, North 68 degrees 13 minutes 49 seconds East, 40.63 feet to its intersection with the fence running North and South at the Easterly end of the parking lot of said Joseph T. Ryerson and Son, Inc. property; thence along said fence line, on a curve concave to the West, having a radius of 1462.33 feet, said radius point bears South 61 degrees 47 minutes 13 seconds West, Southwardly, 79.37 feet to the point of a compound curve; thence continuing along said fence line, on a curve concave to the West, having a radius of 682.46 feet, said radius point bears South 64 degrees 53 minutes 49 seconds West, Southwardly, 100.37 feet to the point of a compound curve; thence continuing along said fence line, on a curve concave to the West, having a radius of 781.76 feet, said radius point bears South 73 degrees 19 minutes 25 seconds West, Southwardly, 91.70 feet to its intersection with the Easterly prolongation of the Northerly line of said Madison Street; thence leaving said fence line, along the Easterly prolongation of the Northerly line of said Madison Street, South 68 degrees 13 minutes 49 seconds West, 67.38 feet to the True Point of Beginning, according to Survey Number 195651, executed by James Engineering & Surveying Company, Inc., during the month of February, 2007, and containing 16,656 square feet, more or less.

The bearings described here in are based on Solar Observation, converted to Grid North, Missouri East Zone.

Approved: July 19, 2007

ORDINANCE #67602
Board Bill No. 179

An ordinance recommended by the Board of Estimate and Apportionment of the City of St. Louis, Missouri (the "City") authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell the Corporation's Taxable

Pension Judgment Leasehold Revenue and/or Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2007 and Taxable Pension Judgment Service Contract Revenue Bonds, Series 2007, or any combination thereof (collectively, the "Series 2007 Bonds"), in an aggregate principal amount not to exceed \$155,000,000 in order to pay certain judgments and other amounts in connection with any or all of the City of St. Louis Police Retirement System (the "PRS"), the City of St. Louis Firemen's Retirement System (the "FRS"), and the City of St. Louis Employees' Retirement System (the "ERS" and together with the PRS and FRS, the "Retirement Systems") and, if necessary or desirable to facilitate the transactions contemplated hereby, to pay, redeem and/or refund to maturity the Corporation's outstanding Firemen's Retirement System Lease Revenue Bonds, Taxable Series 1998 (The City of St. Louis, Missouri, Lessee) (the "Series 1998 Bonds") and/or any Bridge Loan (as defined herein) for the general welfare, safety, and benefit of the citizens of the City; authorizing and directing the Corporation to execute and deliver, as necessary or desirable to facilitate the transactions contemplated hereby, any of the Indenture, the Base Lease, the Lease Purchase Agreement, the Service Contract, the Tax Compliance Agreement, the Interest Rate Exchange Agreement, the Official Statement, the Bond Purchase Agreement, and the Escrow Agreement (all as defined herein); authorizing the City to execute and deliver, as necessary or desirable to facilitate the transactions contemplated hereby, any of the Base Lease, the Lease Purchase Agreement, the Service Contract, the Continuing Disclosure Agreement (as defined herein), the Tax Compliance Agreement, any Interest Rate Exchange Agreement to which the City is a party, the Official Statement, the Bond Purchase Agreement, and the Escrow Agreement; providing for a debt service reserve fund or funds for the Series 2007 Bonds, if any; authorizing the Corporation and the City to obtain credit enhancement for a portion or all of the Series 2007 Bonds from a Credit Provider (as defined herein), authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement (as defined herein) and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance of the Series 2007 Bonds; authorizing the Corporation and the City to obtain a Bridge Loan and enter into Bridge Loan Documents (as defined herein) in the event the issuance of the Series 2007 Bonds is delayed; authorizing the Corporation to amend its articles and by-laws if necessary or desirable to accommodate transactions of the nature contemplated hereby; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; and containing an emergency clause.

WHEREAS, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of the Series 1998 Bonds pursuant to that certain Trust Indenture dated as of April 1, 1998 by and between the Corporation and the Trustee (as defined herein), to provide funds for the Corporation to acquire a leasehold interest in the Facility (as defined therein) from the City in order to capture budgetary savings for the City's taxpayers by prepaying a portion of the City's then-unfunded accrued actuarial liability owing under the FRS;

WHEREAS, the City has determined that it is in the best interest of the City to direct the Corporation to issue and sell the Series 2007 Bonds for the purposes of paying certain judgments and other amounts in connection with the Retirement Systems and, if necessary or desirable to facilitate the transactions contemplated hereby, paying, redeeming and/or refunding to maturity the outstanding Series 1998 Bonds (the "Refunded Bonds") and/or the Bridge Loan, if any, through a negotiated sale or placement; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2007 Bonds for the City and/or the Corporation to execute and deliver certain documents and take certain other actions as herein provided.

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

Section 1 Definitions. Capitalized terms used herein and not otherwise defined in this Ordinance or the preambles hereto shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

"Additional Rentals" shall have the meanings ascribed to such term in the Lease Purchase Agreement.

"Base Lease" means the Base Lease, if any, between the City, as lessor, and the Corporation, as lessee, as may be amended and supplemented in accordance with the terms thereof, pursuant to which the City conveys a leasehold interest in the Leased Property to the Corporation.

"Bond Purchase Agreement" means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2007 Bonds.

"Bonds" means the Series 2007 Bonds and any and all other bonds issued by the Corporation pursuant to and under the Indenture.

“Bridge Loan” means a loan made to the City and/or the Corporation by one or more financial institutions at a lawful rate of interest for a maximum term of 364 days for the purpose of providing funds on a short-term basis to be used by the City and/or the Corporation for substantially the same purposes as the proceeds of Series 2007 Bonds as contemplated herein.

“Bridge Loan Documents” means the Bridge Loan Note, any loan agreement associated therewith, any deed of trust and/or security agreement securing the Bridge Loan, and any and all other documents necessary or desirable to consummate a Bridge Loan as contemplated herein.

“Bridge Loan Note” means the note evidencing the City’s or the Corporation’s, as the case may be, obligation to repay the Bridge Loan in accordance with its terms.

“City Documents” means the Base Lease, if any, the Lease Purchase Agreement, if any, the Service Contract, if any, the Credit Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Tax Compliance Agreement, if any, any Interest Rate Exchange Agreement to which the City is a party, the Bridge Loan Documents, if any, the Escrow Agreement, if any, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2007 Bonds and to carry out and comply with the intent of this Ordinance.

“Continuing Disclosure Agreement” means one or more Continuing Disclosure Agreements memorializing the City’s and/or the Corporation’s continuing disclosure obligations with respect to the Series 2007 Bonds.

“Corporation Documents” means the Trust Indenture, the Base Lease, if any, the Lease Purchase Agreement, if any, the Service Contract, if any, the Bond Purchase Agreement, the Tax Compliance Agreement, if any, the Interest Rate Exchange Agreement, if any, the Bridge Loan Documents, if any, the Escrow Agreement, if any, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2007 Bonds and to carry out and comply with the intent of this Ordinance.

“Credit Agreement” means any agreement by and between the Credit Provider and the City providing for Credit Enhancement.

“Credit Enhancement” means one or more standby letters of credit, standby bond purchase agreements, irrevocable direct pay letters of credit, and other liquidity facilities, surety bonds, or bond insurance policies issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on and/or the purchase price of one or more series of Bonds as provided therein.

“Credit Provider” means the issuer or issuers of the Credit Enhancement, if any, pursuant to or identified in the Indenture.

“Escrow Agreement” means the Escrow Agreement, if any, among the City, the Corporation, and the Trustee acting as escrow agent, and providing for the refunding to maturity of the Refunded Bonds.

“Financial Advisor” means P.G. Corbin & Company, Inc., the financial advisor to the City with respect to the Series 2007 Bonds.

“Indenture” means the Trust Indenture between the Corporation and the Trustee, as may be further amended or supplemented pursuant to the terms thereof, pursuant to which the Series 2007 Bonds and any additional series of bonds are issued.

“Interest Rate Exchange Agreement” means any agreement entered into by the City and/or the Corporation and a counterparty in connection with the Bonds and providing for payments based on levels of or changes in interest rates, including without limitation such agreements commonly referred to as interest rate swaps, hedges, caps, floors, and collars.

“Lease Purchase Agreement” means the Lease Purchase Agreement, if any, between the Corporation, as lessor, and the City, as lessee, as may be amended or supplemented pursuant to the terms thereof, pursuant to which the Corporation conveys a leasehold interest in the Leased Property to the City, and the City leases the Leased Property, together with any improvements thereon, from the Corporation and agrees to pay Rentals and Additional Rentals, subject to annual appropriation to the extent required by applicable law, equal to the principal and interest due on the Bonds secured thereby.

“Leased Property” means any or all of the following: the various fire station facilities of the City, the St. Louis Fire Department Headquarters Complex located at 1421 N. Jefferson, the St. Louis Fire Department EMS Services Building located at

2634 Hampton Avenue, and the St Louis Police Communications Building located at 1225 Spruce Street, including with respect to the foregoing all sites, buildings, structures, improvements, and fixtures thereon and any other property of the City as further provided in the Lease Purchase Agreement.

“Official Statement” means the Preliminary Official Statement or Statements, the final Official Statement or Statements, and any other disclosure materials prepared in connection with the issuance, sale, and delivery of the Series 2007 Bonds and/or the Bridge Loan.

“Refunded Bonds” means the outstanding Series 1998 Bonds redeemed or refunded to maturity with the proceeds of the Series 2007 Bonds.

“Rentals” shall have the meanings ascribed to such term in the Lease Purchase Agreement.

“Retirement Systems” means the City of St. Louis Police Retirement System, the City of St. Louis Firemen’s Retirement System, and the City of St. Louis Employees’ Retirement System.

“Series 1998 Bonds” means the Corporation’s Firemen’s Retirement System Lease Revenue Bonds, Taxable Series 1998 (The City of St. Louis, Missouri, Lessee).

“Series 2007 Bonds” means the Corporation’s Taxable Pension Judgment Leasehold Revenue and/or Refunding Bonds (City of St. Louis, Missouri, Lessee), Series 2007, and/or Taxable Pension Judgment Service Contract Revenue Bonds, Series 2007, authorized pursuant to the Indenture.

“Service Contract” means the Service Contract, if any, by and between the Corporation and the City, as may be amended pursuant to the terms thereof, pursuant to which the Corporation agrees to issue its Taxable Pension Judgment Service Contract Revenue Bonds, Series 2007, and the City agrees to pay amounts to the Corporation, subject to annual appropriation to the extent required by applicable law, equal to the principal and interest due on such bonds and any other amounts due thereunder.

“Tax Compliance Agreement” means the Tax Compliance Agreement by and among the City, the Corporation, and the Trustee.

“Trustee” means the trustee under the Indenture or any successor thereto under the Indenture.

“Underwriters” means the underwriters with respect to the Series 2007 Bonds.

Section 2 Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue, as market conditions warrant, the Series 2007 Bonds (i) to pay certain pending judgments and other amounts in connection with any or all of the Retirement Systems, (ii) if necessary or desirable to facilitate the transactions contemplated hereby, to pay, redeem and/or refund to maturity the Refunded Bonds and/or the Bridge Loan, if any, (iii) to fund one or more debt service reserve funds, if any, and/or the purchase of Credit Enhancement for the Series 2007 Bonds, (iv) to pay reasonable expenses incurred by the Corporation and the City in connection with the transactions contemplated hereby, and (v) to amend its by-laws, if necessary, to accommodate the transactions contemplated hereby; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2007 Bonds to the Underwriters.

Section 3 Authority and Direction to Issue the Series 2007 Bonds. The City hereby authorizes and directs the Corporation, as market conditions warrant, to issue the Series 2007 Bonds in an aggregate principal amount not to exceed \$155,000,000 (the “Series 2007 Bonds”) on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2007 Bonds (i) shall have final maturities not more than 40 years from their date of issuance, (ii) shall bear fixed rates of interest of not more than 10% and/or variable rates of interest not to exceed the maximum amount allowable under Missouri law, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2007 Bonds shall be as provided in the Indenture.

Section 4 Authority and Direction to Enter Into the Bridge Loan. In the event that issuance of the Series 2007 Bonds

is delayed for any reason such that the proceeds thereof will not be available by September 29, 2007, for the purposes set forth herein, the City and/or the Corporation are hereby authorized and directed to enter into the Bridge Loan and use the proceeds thereof as provided herein (provided that the payment of the pending judgments and other amounts in connection with the Retirement Systems by such date has not been otherwise accommodated or provided for). The terms and provisions of the Bridge Loan shall be as provided herein and in the Bridge Loan Documents, which shall not be inconsistent herewith.

Section 5 Limited Obligations. The Series 2007 Bonds and the interest thereon and any Interest Rate Exchange Agreement shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series 2007 Bonds, (ii) Rentals, Additional Rentals and/or payments under the Service Contract received by the Corporation from the City or by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Series 2007 Bonds pursuant to the Lease Purchase Agreement and/or the Service Contract or to make payments with respect to any Interest Rate Exchange Agreement, (iii) amounts available in the debt service reserve fund or funds, if any, (iv) amounts payable by any Credit Provider in connection with any Credit Enhancement on the Series 2007 Bonds, if any, and (v) any amounts received under any Interest Rate Exchange Agreement. The Series 2007 Bonds, the Interest Rate Exchange Agreement, if any, and the Bridge Loan, if any, and the interest thereon do not and shall not constitute an indebtedness of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Purchase Agreement, if any, the Service Contract, if any, the Interest Rate Exchange Agreement, if any, and/or the Bridge Loan Note, if any, is subject to annual appropriation to the extent required by applicable law as provided therein. Neither the obligation of the City to make such payments under the Lease Purchase Agreement, if any, the Service Contract, if any, the Interest Rate Exchange Agreement, if any, and/or the Bridge Loan Documents, if any, nor the Bonds or the Bridge Loan Note, if any, shall constitute a debt of the City. The issuance of the Series 2007 Bonds and the Bridge Loan Note, if any, will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

Section 6 Authority and Direction to Execute and Deliver Corporation Documents. In connection with the issuance of the Series 2007 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents in forms that are consistent with the provisions of this Ordinance, as such Corporation Documents are approved by the City Counselor as to the form thereof and, with the advice of the Underwriters and the Financial Advisor, the appropriate officers of the Corporation executing such documents, with the respective signatures of such officers thereon to be evidence of the approval of the Corporation.

Section 7 Authority and Direction to Sell the Series 2007 Bonds in a Negotiated Sale. In connection with the issuance of the Series 2007 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the final Official Statement; and to execute and deliver the Bond Purchase Agreement, the Continuing Disclosure Agreement and any and all related documents, all in connection with such negotiated sale of the Series 2007 Bonds.

Section 8 Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes the Corporation to obtain Credit Enhancement for the Series 2007 Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, will achieve an economic benefit for the City if the Series 2007 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals, Additional Rentals, and/or payments under the Service Contract to payment of (i) debt service on the Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 9 Authority and Direction to Execute and Deliver City Documents. The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the City Documents in forms that are consistent with the provisions of this Ordinance, as such City Documents are approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as are approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the City Documents and to attest the same.

Section 10 Authorization with Respect to Sale of the Series 2007 Bonds. The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the Official Statement; the Mayor and the Comptroller are hereby authorized and directed to execute and deliver the final Official Statement in a form that is consistent with the provisions of this Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as is approved as to form by the City Counselor, with

the respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of the City.

Section 11 Further Authority. The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, and the Official Statement. The Corporation is further authorized to amend its articles and by-laws if necessary or desirable to accommodate transactions of the nature contemplated hereby.

Section 12 Superseding of Inconsistent Provisions. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

Section 13 Emergency Clause. The passage of this Ordinance shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor.

Approved: July 19, 2007

**ORDINANCE #67603
Board Bill No. 123**

An Ordinance recommended by the Planning Commission on May 9, 2007, 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 3097; and containing an emergency clause.

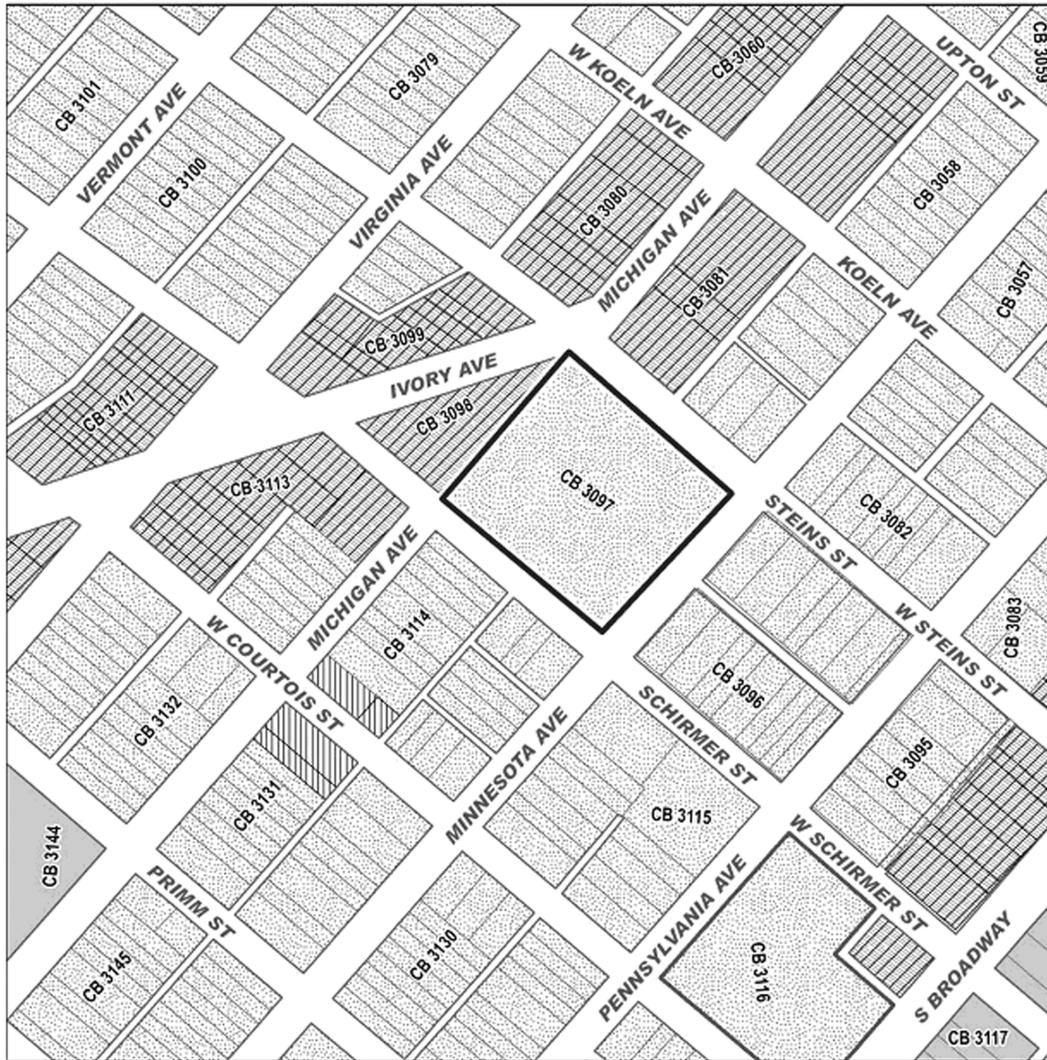
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 3097 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

Lots 1 to 18 of Ivory's subdivision of block 9 of survey 3 of Carondelet Commons, including the north and south alley 15 feet wide and the East and West alley 20 feet wide, both of which were vacated by City ordinances. Bounded north by Steins Street, East by Minnesota Avenue, South by Schirmer Street and West by Michigan Avenue, being all in City block 3097.

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.

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 from "B" to "G"

PDA-078-07-REZ



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



Approved: July 20, 2007

ORDINANCE #67604
Board Bill No. 173

An Ordinance recommended by the Planning Commission on June 6, 2007, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District and "F" Neighborhood Commercial District in City Block 4647 to "F" Neighborhood Commercial District only, so as to include the described parcel of land in City Block 4752.03; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 4752.03 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described as follows:

A lot in Block 4752-E of the City of St Louis, beginning at the point of intersection of the East line of Sublette Avenue with the South line of Fyler Avenue, thence West along the South line of Fyler Avenue, 122.83 feet to a line parallel with and distant 130 feet East of the East line of Macklind Avenue measured at right angles thereto, thence South parallel with the East line of Macklind Avenue 153 feet 5-5/8 inches to the North line of property conveyed to William J Dougherty and Katherine E Dougherty by deed recorded in Book 6986 Page 121, thence East along the North line of said property of William J Dougherty and wife 130.75 feet to the West line of Sublette Avenue, thence North along the West line of Sublette Avenue 154.67 feet to the point of beginning.

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.

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

Dual-zoned area to be rezoned to "F" only

PDA-061-07-REZ

CITY OF ST. LOUIS
 PLANNING & URBAN DESIGN AGENCY
 PLANNED BY G. SCOTT STEPHENSON

N

Approved: July 20, 2007

**ORDINANCE #67605
Board Bill No. 175**

An Ordinance recommended by the Planning Commission on June 6, 2007, to change the zoning of property as indicated on the District Map, to the "F" Neighborhood Commercial District, so as to include the described parcels of land in City Block 1125; 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 1125 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described as follows:

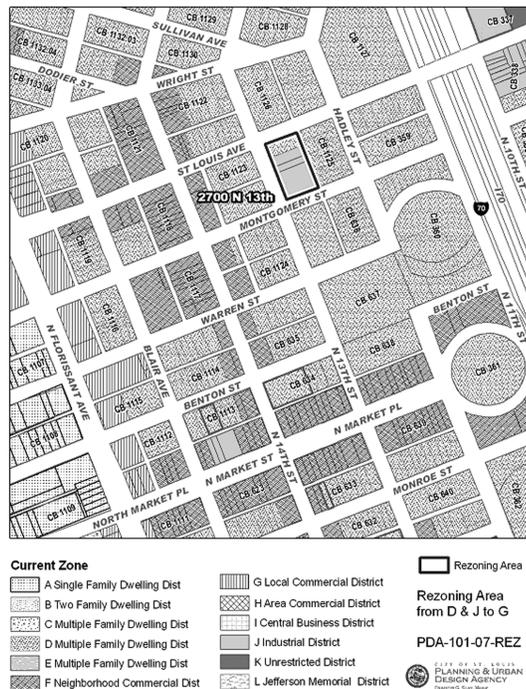
Parcel 1: A lot in Block 1125 of the City of St Louis, fronting 25 feet on the East line of Thirteenth Street, by a depth Eastwardly of 140 feet to an alley; bounded North by a line 144 feet North of and parallel with the North line of Montgomery Street and shown on various City Plats as Lot 6 and the Northern 1 foot of Lot 5 in Block 3 of Wm. T. F. Wright's subdivision of Out Lot 2.

Parcel 2: Lot 7 and the Southern 16 feet of Lot 8 in Block 3 of William T. F. Wright's Subdivision of Lot 2 of Thomas Wright's Estate and in Block 1125 of the City of St Louis, together fronting 40 feet on the East line of Thirteenth Street, by a depth Eastwardly of 140 feet to an alley.

Parcel 3: Lots Nos. 1, 2, 3, 4 and the Southern 23 feet of Lot No. 5 in Block No. 3 of William T. F. Wright's Subdivision and in Block No. 1125 of the City of St Louis, having an aggregate front of 119 feet on the East line of Thirteenth Street, by a depth Eastwardly of 140 feet to an alley; bounded south by Montgomery Street.

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.

EXHIBIT A



Approved: July 20, 2007

**ORDINANCE #67606
Board Bill No. 176**

An Ordinance recommended by the Planning Commission on June 6, 2007, to change the zoning of property as indicated on the District Map, to the "H" Area Commercial District, so as to include the described parcels of land in City Blocks 414, 415, 820, 820.04 and 820.05; and containing an emergency clause.

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

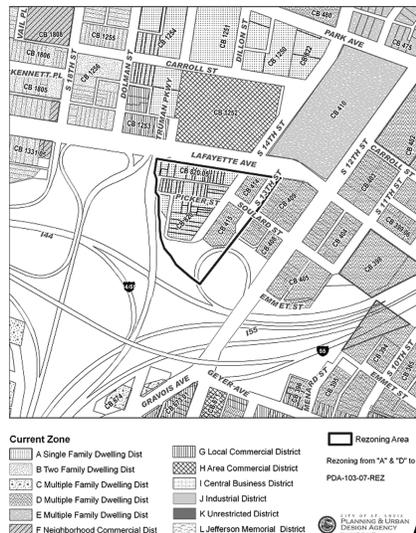
SECTION ONE. The zoning designation of certain real property located in City Blocks 414, 415, 820, 820.04 and 820.05 is hereby changed to the "H" Area Commercial District, real property being particularly described as follows:

A tract of land being part of City Block 820-N, Part of City Block 820 (formerly 820-S), Part of City Block 820-W, Part of City Block 414 Part of City Block 415, Also Part of Picker Street (30' Wide), Part of Hoehn Street (30' Wide), part of 14th Street (60' Wide), Part of 13th Street (60' Wide), Part of Soulard Street (60' Wide), that portion of the Alleys in the aforementioned City Blocks and a portion of the Missouri State Highways and transportation right of way of the intersection of interstate highways 55 and 44 being more particularly described as follows:

Beginning at a point on the Southern right of way line of Lafayette Ave, (120' Wide), and the Eastern right of way line of 13th Street (60' Wide); Thence southwardly along the Eastern right of way line of 13th Street and the extension thereof, South 35 degrees 55 minutes 35 seconds west a distance of 820.52 feet to a point on the proposed right of way line of the aforesaid interstates; Thence along said proposed right of way, along a curve to the right of having a radius of 559.00 feet, an arc length of 513.67 feet, and a chord bearing and distance of North 27 degrees 39 minutes 05 seconds West a distance of 495.79 feet to a point; Thence North 26 degrees 52 minutes 56 seconds West a distance of 8.80 feet to a point; Thence North 03 degrees 26 minutes 46 seconds West a distance of 110.40 feet to a point; thence North 16 degrees 59 minutes 07 seconds West a distance of 33.24 feet to a point; Thence North 09 degrees 04 minutes 03 seconds East a distance of 148.73 feet to a point of curvature; Thence along a curve to the right having a radius of 40.56 feet, an arc length of 63.09 feet and a chord bearing and distance of North 54 degrees 24 minutes 53 seconds East a distance of 56.92 feet to a point, said point being on the Southern right of way of Lafayette Avenue (120' Wide); Thence along said Southern right of way line, South 81 degrees 01 minutes 31 seconds East a distance of 670.33 feet to the point of beginning, containing 323,615 square feet or 7.429 acres more or less, based upon preliminary calculations on an ongoing boundary survey by Marler Surveying Company, Inc. during March 2006 through May 2006, & January 2007.

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.

EXHIBIT A



Approved: July 20, 2007

ORDINANCE #67607
Board Bill No. 184

An ordinance pertaining to the Zoning Code, repealing Chapter 26.48 pertaining to the "H" Area Commercial District of Ordinance 59979, approved July 31, 1986, and enacting in lieu thereof of a new chapter pertaining to the same Zoning district and containing an emergency clause.

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

SECTION ONE. Section Thirteen of Ordinance 59979 is hereby repealed and enacted in lieu thereof is the following:

SECTION TWO.

26.48.010 District regulations.

The regulations set forth in this chapter or set forth elsewhere in the zoning code and referred to in this chapter are the district regulations in the H area commercial district.

26.48.015 Purpose.

The purpose of the H area commercial district is to establish and preserve general commercial areas consisting of shopping centers and commercial strips where customers reach individual business establishments primarily by automobile. This district is intended to provide diversified types of goods and services to a large consumer population coming from an extensive area. Regulations of this district are to facilitate the use of heavily trafficked areas suitable for the operation of businesses catering to the general public, which does not materially detract from nearby residential uses.

26.48.020 Use regulations.

The use regulations are the same as those in the G local commercial and office district, except that for any property located within 1,500 feet of an interstate highway or ramp or right-of-way for the same, the area of any permitted use exceeding seven thousand (7,000) square feet in any commercial structure may be erected, enlarged, structurally altered or moved.

26.48.025 Conditional uses.

The following conditional uses may be allowed in the H area commercial district, subject to the provisions of Section 26.80.010:

- A. Any use eligible to be a conditional use in the G local commercial and office district.
- B. Commercial use similar to those permitted in Section 26.48.020;
- C. Any permitted or conditional use which utilizes a sales or service window or facility for customers who are in cars except those carry-out restaurants permitted in Section 26.48.020.

26.48.030 Parking and loading regulations.

The parking regulations are the same for uses enumerated in Chapters 26.20 through 26.44 inclusive.

26.48.040 Height regulations.

The height regulations are the same as those in the E multiple-family dwelling district.

26.48.050 Area regulations.

For dwellings the area regulations are the same as those in the E multiple-family dwelling district. For other buildings the following area regulations only shall be required.

- A. Front Yard. The front yard regulations are the same as those in the F neighborhood commercial district.
- B. Side Yard.
 - 1. There shall be a side yard having a width of not less than five (5) feet on that side of a lot which adjoins any dwelling district.
 - 2. Where dwelling accommodations are hereafter created above any non-dwelling use there shall be two (2) side yards each of eight (8) feet in width which shall be increased in width six (6) inches for each additional story above the third (3rd) story unless every room within that portion of the structure used for dwelling purposes shall open directly upon a front yard or a rear yard of dimensions as required in the E multiple-family dwelling district.

SECTION THREE. 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: July 20, 2007

ORDINANCE #67608
Board Bill No. 188

An Ordinance, recommended and approved by the Board of Public Service of the City of St. Louis (the "Board of Public Service"), establishing a public works and improvement project for the design, removal, and partial construction of the North Tucker Viaduct (the "North Tucker Viaduct Project B Phase I"); and authorizing and directing the City of St. Louis (the "City") through its Board of Public Service to let contracts and provide for the design, removal, and partial construction, materials, and equipment for the North Tucker Viaduct Project B Phase I, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire real property interests, and enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, other governmental agencies and private corporations and entities and to make application for funding from other sources for the North Tucker Viaduct Project B Phase I all in accordance with the Federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contract containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes; requiring that all work provided for herein shall be carried out in accordance with detailed plans and specifications adopted and approved by the Board of Public Service before bids are advertised therefor; directing that all construction contracts let by authority of this Ordinance provide for federal and state prevailing wages requirements including prevailing wage holiday and overtime pay and compliance with all applicable statutes of the State of Missouri, the City Charter and the Revised Code of the City, 1994, as amended; requiring all specifications approved by the Board of Public Service and contracts let by authority of this Ordinance provide for compliance with the Mayor's Executive Orders on Equal Opportunity and maximum MBE/WBE/DBE utilization goals, except when superseded or prohibited by federal or state law or regulation; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250, RSMo., as amended; and the total estimated cost of the North Tucker Viaduct Project B Phase I, is Seven Million Dollars (\$7,000,000.00) of which the federal share is Five Million Six Hundred Thousand Dollars (\$5,600,000.00) from an earmark in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be deposited into the Federal Aid to Urban Program Match Share fund, also known as the Federal Aid to Urban Program Revolving fund, established by Ordinance 56931, and the City's local match share is One Million Four Hundred Thousand Dollars (\$1,400,000.00) of which Four Hundred Thousand Dollars (\$400,000.00) is to be appropriated from the City Major Capital Fund, and One Million Dollars (\$1,000,000.00) is to be appropriated from General Obligation Bonds, Series 2006; authorizing and directing the Comptroller of the City to draw warrants from time to time and disburse funds appropriated by this ordinance and to receive and disburse grant funds in accordance with the Transportation Equity Act of the 21st Century (23 U.S.C. 110, et seq.) upon the signature and certification of vouchers by the President of the Board of Public Service; and containing a public work emergency clause.

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

SECTION ONE. There is hereby authorized a public works and improvement project for the design, removal, and partial construction of the North Tucker Viaduct (the "North Tucker Viaduct Project B Phase I").

SECTION TWO. The City of St. Louis (the "City") by and through its Board of Public Service (the "Board of Public Service") is hereby authorized and directed to let contracts and provide for the design, removal, and partial construction, materials, and equipment for the North Tucker Viaduct Project B Phase I to employ labor and consultants, pay salaries, fees and wages, acquire real property interests, and enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

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

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the North Tucker Viaduct Project B Phase I. All contracts let in connection with the construction provided for herein shall be subject to, and in conformance with all applicable statutes of the State of Missouri and the City Charter and Revised Code of the City 1994, as amended.

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

SECTION SIX. All advertisement for bids pursuant to this Ordinance shall be subject to Section 8.250 RSMo. 2000, as amended.

SECTION SEVEN. The total estimated cost of the North Tucker Viaduct Project - Phase I, is Seven Million Dollars (\$7,000,000.00) of which the federal share is Five Million Six Hundred Thousand Dollars (\$5,600,000.00) from an earmark in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be deposited into the Federal Aid to Urban Program Match Share fund, also known as the Federal Aid to Urban Program Revolving fund, established by Ordinance 56931, and the City's local match share is One Million Four Hundred Thousand Dollars (\$1,400,000.00) of which Four Hundred Thousand Dollars (\$400,000.00) is to be appropriated from the City Major Capital Fund, and One Million Dollars (\$1,000,000.00) is to be appropriated from General Obligation Bonds, Series 2006. The estimate of costs of all phases for the North Tucker Viaduct Project is Thirty-five Million Dollars (\$35,000,000.00). Additional funding and subsequent Ordinances will be required to complete construction of the North Tucker Viaduct Project. Said improvements shall be contracted and executed in parts as funds are accrued in this Match Share Fund and are adequate to pay the City's share of the cost.

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

SECTION NINE. The Board of Public Service is hereby authorized to make application and accept on behalf of the City monetary donations from other governmental agencies and other corporations and entities to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Federal Aid to Urban Program Match Share Fund, also known as the Federal Aid to Urban Program Revolving Fund, established by Ordinance 56931.

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

Approved: July 20, 2007

ORDINANCE #67609
Board Bill No. 190

An ordinance, recommended and approved by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to apply for funding under the United States Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control being offered pursuant to a Federal Fiscal Year 2006 Notice of Funding Availability (the "NOFA") for the Lead Hazard Control Grant (LHC), authorizing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of Fiscal Year 2006 LHC funds, appropriating the sum of a maximum federal obligation of Three Million Dollars (\$3,000,000) awarded through the LHC Grant Program, authorizing and directing the Director of Public Safety and the Building Commissioner, the Health Commissioner and Director of the Community Development Administration (CDA) to contract with municipal agencies, non-profit corporations and other entities as necessary for the expenditure of LHC funds for the purpose of expansion and continuation of the Mayor's Lead Safe St. Louis Comprehensive Action Plan which will include activities such as lead screening, testing, outreach, education, inspection services, clearance testing, lead hazard remediation, enforcement, temporary relocation, administration, evaluation and follow-up services, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, the City of St. Louis has been awarded Lead Hazard Control Grant funds MOLHB-0329-06 ("LHC Grant") from the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control under the Federal Fiscal Year 2006 Notice of Funding Availability; and

WHEREAS, the LHC Grant will make available to the City the sum of Three Million Dollars (\$3,000,000) for lead-based paint hazard control in privately owned housing; and

WHEREAS, the City has identified grant-related needs, and

WHEREAS, the Board of Aldermen wishes to appropriate the LHC Grant funds for these needs and authorize the expenditure of the grant funds for grant-related purposes.

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

Section One. The Mayor and the Comptroller of the City of St. Louis, on behalf of the City, is hereby authorized to enter into a grant agreement from the Department of Housing and Urban Development.

Section Two. There is hereby appropriated the sum of Three Million Dollars (\$3,000,000) of LHC funds for the purposes described in Exhibit A incorporated herein by reference. The Director of Public Safety, Building Commissioner, Health Commissioner and Director of CDA are hereby authorized to make, negotiate and execute any and all contracts or other documents, on behalf of the City, which are necessary to carry out said programs and to expend said funds for the purposes and in the amounts specified in Exhibit A hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

Section Three. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and providing for public works, an emergency is hereby declared to exist within the meaning of Sections 19 and 20, Article IV, of the Charter and this ordinance shall in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A

Lead Hazard Control Grant Budget

	TOTAL AMOUNT
LEAD HAZARD CONTROL GRANT	\$ 3,000,000
LHC Grant Administration Program Community Development Administration	\$ 361,457
LHC Grant Remediation Program Building Division	\$ 1,553,575
LHC Case Management, Education, Outreach and Relocation Program Department of Health	\$ 939,968
Section 3 Training Abatement Program Youth Education and Health in Soulard	\$ 60,000
Education and Outreach Program Jewish Community Relations Council	\$ 60,000
Recruitment and Referral Program Metropolitan St. Louis Equal Housing Opportunity Council	\$ 15,000
Interpretation and Translation Services Program International Institute	\$ 5,000
Enrollment and Lead-Safe Work Practices Training Program Regional Housing and Community Development Alliance	\$ 5,000

Approved: July 20, 2007

ORDINANCE #67610
Board Bill No. 199

An ordinance authorizing the Director of Streets to close temporarily Oakland Avenue one hundred feet (100') west of the west curb line of South Newstead Avenue; repealing Ordinance 62459 pertaining to a previous temporary street closure of said Oakland Avenue; and containing an emergency clause.

WHEREAS, the temporary closing of Oakland Avenue one hundred feet (100') west of the west curb line of South Newstead Avenue will: separate the residential uses along Oakland Avenue from the commercial activities on South Newstead Avenue and Manchester Boulevard; discourage customers of said adjacent commercial area from accessing nearby public parking on Oakland Avenue from the residential portion of said street; and therefore increase the stability and economic viability of the residential uses along said portion of Oakland Avenue;

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

SECTION ONE. Ordinance 62459, approved December 16, 1991, is hereby repealed.

SECTION TWO. The Director of Streets is hereby authorized to close temporarily Oakland Avenue one hundred feet (100') west of the west curb line of South Newstead Avenue for a period of at least six (6) months.

SECTION THREE. 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: July 20, 2007

ORDINANCE #67611
Board Bill No. 67
Floor Substitute

An ordinance pertaining to food service establishment's permitting a food service establishment to allow a customer to be accompanied by a dog in the permitted outdoor dining area of such food service establishment located within the City of St. Louis, except the 1st, 2nd, 3rd, 12th, 18th, 27th and the 21st wards, under certain conditions.

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

SECTION ONE: A food service establishment may permit a customer to be accompanied by a dog in an outdoor dining area if:

1. the food service establishment posts a sign in a conspicuous location stating that dogs are allowed in the outdoor dining area; and
2. the food service establishment provides waterless hand sanitizer in a convenient location for customers and employees, or upon request; and
3. the food service establishment immediately cleans up any unsanitary condition resulting from a dog; and
4. the customer and the dog access the outdoor dining area directly from the exterior of the food service establishment; and
5. the dog does not enter the interior of the food service establishment; and
6. the customer keeps the dog on a leash which keep the dog close to the customer; and
7. the customer controls the dog; and
8. the operator of the food service establishment may ask the customer to remove any dog whose activities or behavior are deemed undesirable or disruptive at the sole discretion of the operator; and
9. the customer does not allow the dog on a seat, table, countertop, or similar surface; and
10. the customer does not allow the dog to come in contact with plates or utensils; and
11. in the outdoor dining area, the food service establishment does not:
 - a. prepare food; or
 - b. permit open food, except for food that is being served to a customer.

Approved: July 24, 2007

ORDINANCE #67612
Board Bill No. 203

An ordinance providing for and directing the submission to the qualified electors of the City of St. Louis at a special bond election to be held in said City on the 5th day of February, 2008 of a proposal for the incurring of indebtedness and the issuance of bonds of said City in evidence thereof in the aggregate amount of not to exceed Forty-Two Million Dollars (\$42,000,000) upon the assent to the said proposal of two-thirds of the qualified electors of said City voting thereon, and containing an emergency clause.

WHEREAS, it has become necessary to provide for the making of certain public improvements in and for the City of St. Louis, as hereinafter more particularly set forth and described; and

WHEREAS, the aggregate of the estimated costs of said improvements is approximately Forty-Two Million Dollars (\$42,000,000); and

WHEREAS, sufficient funds are not now available in the treasury of said City with which to pay said costs; and

WHEREAS, the said City is authorized under the Constitution and Statutes of the State of Missouri and under the Charter of said City to incur indebtedness for the purposes hereinafter set forth, provided that the proposals for the incurring of such indebtedness be assented to by two-thirds of the qualified electors of said City voting on said proposition at an election to be held for that purpose, and provided, further that the amount of such indebtedness, when added to the outstanding indebtedness of said City, shall not exceed the limits of indebtedness imposed by the Constitution and Statutes of the State of Missouri and by the Charter of the City of St. Louis; and

WHEREAS, the amount of indebtedness hereinafter proposed to be incurred, when added to the outstanding and authorized indebtedness of said City, will not exceed any limit of indebtedness established by the Constitution or Statutes of the State of Missouri or by the Charter of the City of St. Louis.

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

SECTION ONE. That a special bond election be held and the same is hereby called and ordered to be held in the City of St. Louis, Missouri on the 5th day of February, 2008, at which there shall be submitted to the qualified electors of said City, the proposition as hereinafter set forth in Section Three of this ordinance.

SECTION TWO. That the polling places in the various wards and precincts in the City of St. Louis whereas the said proposition shall be submitted to the qualified electors of said City shall be those polling places established or to be established by the Board of Election Commissioners for the City of St. Louis, as provided by law.

SECTION THREE. The notice of the submission of the said proposition at the said special bond election shall be given jointly by the said Board of Election Commissioners and by the City Register of the City of St. Louis by publication in the City Journal, the St. Louis Post-Dispatch and in at least one other weekly newspaper serving citizens of the City of St. Louis, once each week for three (3) consecutive weeks, the first publication in each instance to be at least twenty-one-days before, and the last publication within two (2) weeks of said election, which said notice shall be in substantially the following form:

**NOTICE OF
SPECIAL BOND ELECTION
THE CITY OF ST. LOUIS, MISSOURI
TUESDAY, FEBRUARY 5, 2008**

NOTICE IS HEREBY GIVEN that a special bond election will be held in the City of St. Louis, Missouri on Tuesday, the 5th day of February, 2008 commencing at six o'clock in the morning and closing at seven o'clock in the evening on said date. The polling places in the various wards and precincts of the City of St. Louis whereat the said proposition shall be submitted to the qualified electors of said City shall be those polling places designated or to be designated by the Board of Election Commissioners of the City of St. Louis, Missouri, separate notice of which will be given by said Board.

Subject to such modifications as may be required by the use of an electronic voting system, the ballots to be used at said election shall be in substantially the following form, to-wit:

**OFFICIAL BALLOT
BOND ELECTION
CITY OF ST. LOUIS, MISSOURI
FEBRUARY 5, 2008**

Instructions to voters:

To vote in favor of the proposition submitted upon this ballot, place a cross (X) mark in the square opposite the word "YES"; and, to vote against the said proposition, place a cross (X) mark in the square opposite the word NO.

PROPOSITION NO. 1

Shall the following be adopted:

Proposition to issue bonds of the City of St. Louis, Missouri in an amount not to exceed Forty-Two Million Dollars (\$42,000,000) for the purposes of improving the City of St. Louis' response to emergencies; to provide new personal protective equipment to protect firefighters in burning buildings; to replace outdated fire trucks and apparatus; to construct a more efficient consolidated Public Safety Dispatch Center/Emergency Operations Center; for the purpose of creating a secure, wireless public safety communications network that will improve public safety services; and for the purpose of repairing and improving the Abram Building for various City Departments.

YES [] NO []

This notice is given pursuant to Ordinance No. _____ of the City of St. Louis, Missouri, approved the ____ day of _____, 2007.

IN WITNESS WHEREOF, we the undersigned Board of Election Commissioners for the City of St. Louis, Missouri, and the Register of said City, have hereunto set our hands under the seal of said City, in the City of St. Louis, State of Missouri, this _____ day of _____, 2007.

Member, Board of Election Commissioners

Member, Board of Election Commissioners

Member, Board of Election Commissioners

Chairman, Board of Election Commissioners

Secretary, Board of Election Commissioners

[space for Board seal]

City Register

[space for City seal]

Proof of the publication of said notice shall be made by affidavits of the publishers of said newspapers, with a copy of such publication attached thereto, and such affidavits shall be filed with the City Register.

SECTION FOUR. That the Board of Election Commissioners for the City of St. Louis, Missouri shall provide the ballots, conduct the election, and certify the results of said special bond election to the Board of Aldermen of the City of St. Louis, Missouri, as required by law.

SECTION FIVE. That if the said proposition be assented to by two-thirds (2/3) or more of the qualified electors voting thereon, bonds in the amount and for the purpose designated in said proposition may be issued.

SECTION SIX. That the proceeds of the sale or sales of any of the bonds which may be authorized by the requisite affirmative vote shall be used only for the purpose designated in the proposition with which the bonds are identified.

SECTION SEVEN. That immediately upon the passage and approval of this ordinance, the Clerk of the Board of Aldermen shall certify a copy thereof to the Board of Election Commissioners for the City of St. Louis, Missouri for action and proceedings by said Board in accordance herewith and as required by law.

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

Approved: July 30 ,2007

ORDINANCE #67613
Board Bill No. 206

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis, Missouri, a municipal corporation ("St. Louis") to enter into and execute on behalf of St. Louis an "Agreement and Contract of Sale" (substantially in the form as set out in **ATTACHMENT "1"** which is incorporated herein), between St. Louis, the owner and operator of Lambert-St. Louis International Airport® ("Airport") which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation ("Buyer"), necessary for the sale by St. Louis to Buyer of certain surplus property (the "Property") located in St. Louis County that is more fully described in Section 1 and EXHIBIT "A" of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration ("FAA") and the applicable provisions of the Airport's Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended; providing for the deposit of the proceeds from the Agreement and Contract of Sale; authorizing and directing the Mayor and the Comptroller of St. Louis to enter into and execute on behalf of St. Louis the "Quit Claim Deed" substantially in the form as set out in EXHIBIT "B" to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto the Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed; conditioning the execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance on the FAA's prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the "Purchase Price" of Five Hundred Ten Thousand Three Hundred Ninety Seven Dollars (\$510,397.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA; authorizing the Mayor, the Comptroller, the Register, the City Counselor, Director of Airports, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports to enter into and execute on behalf of St. Louis and in St. Louis' best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis' interest and to take such actions as are necessary or appropriate in connection with the sale of the Property or the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance, and containing a severability clause, and an emergency clause.

WHEREAS, pursuant to certain ordinances of the City of St. Louis, Missouri ("St. Louis") approving the purchase of real estate required for noise abatement purposes and/or the development or improvement of Lambert-St. Louis International Airport® ("Airport"), and in accordance with Federal Aviation Regulation ("FAR") part 150 Noise Compatibility Program and the Federal Aviation Administration ("FAA") Airport Improvement Program (the "AIP"), St. Louis, acting through the Airport Authority of St. Louis (the "Airport Authority"), has acquired and St. Louis is the fee owner of approximately 2.4118 acres or 105,057 square feet of real property (the "Property") located in St. Louis County, Missouri and is more fully described in Section 1 and EXHIBIT "A" to the Agreement and Contract of Sale, which is attached hereto As ATTACHEMENT "1" and incorporated herein;

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

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

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

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

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

SECTION TWO. The Director of Airports and the Comptroller of the City of St. Louis (“St. Louis”) are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Agreement and Contract of Sale” (substantially in the form as set out in **ATTACHMENT “1”** which is incorporated herein), between St. Louis, the owner and operator of Lambert–St. Louis International Airport® (“Airport”) which is located in St. Louis County, Missouri, and Hunter Engineering Company, a Missouri corporation (“Buyer”), necessary for the sale by St. Louis to Buyer of certain surplus property (the “Property”) located in St. Louis County that is more fully described in Section 1 and EXHIBIT A of the Agreement and Contract of Sale in accordance with and subject to its provisions and to the applicable rules and regulations of the Federal Aviation Administration (“FAA”) and the applicable provisions of the Airport’s Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated October 15, 1984 as amended, and restated on September 10, 1997 as amended.

SECTION THREE. Proceeds from the sale of the Property shall be held by St. Louis in accordance with applicable FAA rules and regulations for the release and sale or transfer of the surplus Property.

SECTION FOUR. The Mayor and the Comptroller of St. Louis are hereby authorized and directed to enter into and execute on behalf of St. Louis the “Quit Claim Deed” substantially in the form as set out in EXHIBIT B to the Agreement and Contract of Sale subject to and in accordance with the terms of the Agreement and Contract of Sale, remising, releasing and forever quit-claiming unto Buyer, its successors and assigns the Property subject to the easement and restrictive covenants as defined and provided for in the Quit Claim Deed.

SECTION FIVE. The execution and delivery by St. Louis of the agreements, documents, and instruments contemplated in this Ordinance are hereby expressly conditioned on the FAA’s prior written approval of: a) the release and sale of the surplus Property to the Buyer, b) the provisions of the Agreement and Contract of Sale including, without limitation, the “Purchase Price” of Five Hundred Ten Thousand Three Hundred Ninety Seven Dollars (\$510,397.00), as defined and provided for in Section 2 of the Agreement and Contract of Sale, and c) any other related matter required to be submitted to and approved by the FAA.

SECTION SIX: The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, officials, agents, and employees of St. Louis with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of St. Louis and in St. Louis’ best interest any attendant or related documents, agreements, affidavits, certificates, or instruments deemed necessary to effectuate the terms set forth in the Agreement and Contract of Sale or the Quit Claim Deed, and/or deemed necessary to preserve and protect St. Louis’ interest, and to take such actions as are necessary or appropriate in connection with the sale Property or the consummation of the transactions contemplated herein.

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

SECTION EIGHT. 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 contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION NINE. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of St. Louis’ Charter and shall become effective immediately upon its approval by the Mayor of St. Louis.

Insert Attachment "1"
Is on file in the Register's Office.

Approved: July 30, 2007

ORDINANCE #67614
Board Bill No. 207

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the amount of One Million Dollars (\$1,000,000) from the Series A Commercial Paper Construction Account of the Commercial Paper Construction Fund established and authorized pursuant to Ordinance 66232 approved March 30, 2004, into the Building Projects Ordinance 67101 approved June 5, 2006, for the payment of costs for work and services authorized therein, and containing an emergency clause.

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

SECTION ONE. There is hereby authorized a First Supplemental Appropriation in the amount of One Million Dollars (\$1,000,000) from the Series A Commercial Paper Construction Account of the Commercial Paper Construction Fund established and authorized pursuant to Ordinance 66232 approved March 30, 2004, into the Building Projects Ordinance 67101 approved June 5, 2006, for the payment of costs for work and services authorized therein.

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

Approved: July 30, 2007

ORDINANCE #67615
Board Bill No. 208

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the amount of Four Million Dollars (\$4,000,000) from the Series A Commercial Paper Construction Account of the Commercial Paper Construction Fund established and authorized pursuant to Ordinance 66232 approved March 30, 2004, into the Taxiway D Project Ordinance 67249 approved October 3, 2006, for the payment of costs for work and services authorized therein, and containing an emergency clause.

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

SECTION ONE. There is hereby authorized a First Supplemental Appropriation in the amount of Four Million Dollars (\$4,000,000) from the Series A Commercial Paper Construction Account of the Commercial Paper Construction Fund established and authorized pursuant to Ordinance 66232 approved March 30, 2004, into the Taxiway D Project Ordinance 67249 approved October 3, 2006, for the payment of costs for work and services authorized therein.

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

Approved: July 30, 2007

ORDINANCE #67616
Board Bill No. 209

An Ordinance, recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the amount of Fifteen Million Dollars (\$15,000,000) from the Series A Commercial Paper Construction Account of the Commercial Paper Construction Fund established and authorized pursuant to Ordinance 66232 approved March 30, 2004, into the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, for the payment of costs for work and services authorized therein, and containing an emergency clause.

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

SECTION ONE. There is hereby authorized a First Supplemental Appropriation in the amount of Fifteen Million Dollars (\$15,000,000) from the Series A Commercial Paper Construction Account of the Commercial Paper Construction Fund established and authorized pursuant to Ordinance 66232 approved March 30, 2004, into the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, for the payment of costs for work and services authorized therein.

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

Approved: July 30, 2007

**ORDINANCE #67617
Board Bill No. 224**

An ordinance adopted pursuant to Section 105.483 (11) RSMo., reaffirming the provisions of Ordinance 62391 and Ordinance 66691 establishing a policy for the disclosure of potential conflicts of interest and substantial interests for certain municipal officials, and containing an emergency clause.

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

SECTION ONE. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

SECTION TWO. Conflicts of Interest. a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the board of aldermen who has a "substantial personal or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the clerk of the Board and such disclosure shall be recorded in the Journal of the Board of Aldermen. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

SECTION THREE. Disclosure Reports. Each elected official, the mayor, the supply commissioner, and the city counselor, and officials or employees authorized to promulgate or vote on rules and regulations with the force of law shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The mayor and the supply commissioner also shall disclose by May 1 for the previous calendar year the following information:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which Page 3 of 5. the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION FOUR. Filing of Reports. a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any such person may supplement their financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement. 2. Each person appointed to an office provided for in Section 3 shall file the statement within thirty days of such appointment or employment; b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the Clerk of the Board of Aldermen and with the Secretary of State prior to January 1, 1993. After January 1, 1993, reports shall be filed with the Clerk of the Board of Aldermen and the Missouri ethics commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE. Filing of Ordinance. The city register shall send a certified copy of this ordinance to the Secretary of State's office within ten days of its approval.

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

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

Approved: July 30, 2007

ORDINANCE #67618
Board Bill No. 225

An ordinance recommended by the Board of Estimate and Apportionment authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to issue and sell its Police Capital Improvement Sales Tax Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee), Series 2007 (the "Series 2007 Bonds") in an aggregate principal amount not to exceed \$25,000,000, in order to fund certain emergency management and preparedness and public health and safety projects, including the purchase of certain communications equipment and/or all or a portion of the design, acquisition, and/or construction of capital improvements for the St. Louis Metropolitan Police Department (the "Police Department"), all for the general welfare, safety and benefit of the citizens of the City of St. Louis, Missouri (the "City"); authorizing and directing the Corporation to execute and deliver the Indenture, the Base Lease, the Lease Purchase Agreement, the Tax Compliance Agreement, the Official Statement, and the Bond Purchase Agreement (all as defined herein); authorizing the City to execute the Base Lease, the Lease Purchase Agreement, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Official Statement, and the Bond Purchase Agreement (all as defined

herein); providing for a debt service reserve fund for the Series 2007 Bonds, if any; providing for a capitalized interest account for the Series 2007 Bonds, if any; authorizing the Corporation and the City to obtain credit enhancement for the Series 2007 Bonds from a Credit Provider, if any; authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing the Official Statement; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance of the Series 2007 Bonds; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; and containing an emergency clause.

WHEREAS, pursuant to Sections 94.577, Revised Statutes of Missouri, and Ordinance No. 62885, the voters of the City on August 23, 1993, approved the collection of a one-half cent sales tax for the purpose of funding capital improvements (the "Capital Improvement Sales Tax") which allocated 10% of the revenues from the Capital Improvements Sales Tax to the Police Capital Improvement Account of the Capital Improvements Sales Tax Trust Fund; and

WHEREAS, by The Industrial Development Authority of the City of St. Louis, Missouri has previously issued its Leasehold Refunding Revenue Bonds, Series 2003 (Board of Police Commissioners of the City of St. Louis, Missouri, Lessee) (the "Series 2003 Bonds") to refund bonds previously issued to fund capital improvements for Police Department, and which Series 2003 Bonds were repayable from the Capital Improvement Sales Tax; and

WHEREAS, said Series 2003 Bonds will be retired in full on August 1, 2007; and

WHEREAS, the funds in the Police Capital Improvement Account to retire the Series 2003 Bonds may now be used for other police related capital improvements; and

WHEREAS, the City has determined that it is in the best interest of the City to direct the Corporation to issue and sell the Series 2007 Bonds to fund all or a portion of the Project through a negotiated sale; and

WHEREAS, it is necessary and desirable in connection with the issuance of the Series 2007 Bonds for the City and/or the Corporation to execute and deliver certain documents and take certain other actions as herein provided.

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

Section 1. Definitions. Capitalized terms used herein and not otherwise defined in this Ordinance or the preambles hereto shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

"Additional Rentals" shall have the meanings ascribed to such term in the Lease Purchase Agreement.

"Base Lease" means the Base Lease, between the City, as lessor, and the Corporation, as lessee, as may be amended and supplement in accordance with the terms thereof, pursuant to which the City has conveyed a leasehold interest in the Property to the Corporation.

"Bond Purchase Agreement" means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2007 Bonds.

"Bonds" means the Series 2007 Bonds, and any and all other bonds issued by the Corporation pursuant to and under the Indenture.

"City Documents" means the Base Lease, the Lease Purchase Agreement, the Credit Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, and the Tax Compliance Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2007 Bonds and to carry out and comply with the intent of this Ordinance.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement with respect to the Series 2007 Bonds.

“**Corporation Documents**” means the Trust Indenture, the Base Lease, the Lease Purchase Agreement, the Bond Purchase Agreement, and the Tax Compliance Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2007 Bonds and to carry out and comply with the intent of this Ordinance.

“**Credit Agreement**” means any agreement by and between the Credit Provider, if any, and the City providing for Credit Enhancement.

“**Credit Enhancement**” means a letter of credit, liquidity facility, a surety bond, or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on one or more series of Bonds as provided therein.

“**Credit Provider**” means the issuer or issuers of the Credit Enhancement, if any, pursuant to or identified in the Indenture.

“**Financial Advisor**” means P.G. Corbin & Company, Inc., the financial advisor to the City with respect to the Series 2007 Bonds.

“**Indenture**” means the Trust Indenture between the Corporation and the Trustee, as may be further amended pursuant to the terms thereof, pursuant to which the Series 2007 Bonds are issued.

“**Lease Purchase Agreement**” means the Lease Purchase Agreement between the Corporation, as lessor, and the City, as lessee, as may be amended pursuant to the terms thereof, pursuant to which the Corporation has conveyed a leasehold interest in the Property to the City, and the City has leased the Property from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Series 2007 Bonds.

“**Official Statement**” means the Preliminary Official Statement or Statements, and the final Official Statement or Statements, prepared in connection with the issuance, sale, and delivery of the Series 2007 Bonds.

“**Project**” means certain emergency management and preparedness and public health and safety projects, including the purchase of certain communications equipment and/or all or a portion of the design, acquisition, and/or construction of capital improvements for the Police Department.

“**Property**” means the real and/or personal property described in the Lease Purchase Agreement.

“**Rentals**” shall have the meanings ascribed to such term in the Lease Purchase Agreement.

“**Series 2007 Bonds**” means the Police Capital Improvement Sales Tax Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee) Series 2007 Bonds, authorized pursuant to the Indenture.

“**Tax Compliance Agreement**” means the Tax Compliance Agreement entered into by and among the City, the Corporation, and the Trustee.

“**Trustee**” means UMB Bank, N.A., St. Louis, Missouri, as trustee or any successor thereto under the Indenture.

“**Underwriters**” means the underwriters with respect to the Series 2007 Bonds.

Section 2. Findings and Determinations. The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize and direct the Corporation to issue, if market conditions warrant, the Series 2007 Bonds (i) to fund all or a portion of the costs of the Project, (ii) to fund a capitalized interest account for the Series 2007 Bonds, if any; (iii) to provide funding for a debt service reserve fund, if any, and/or the purchase of Credit Enhancement for the Series 2007 Bonds, and (iv) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance and sale of the Series 2007 Bonds; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Series 2007 Bonds to the Underwriters.

Section 3. Authority and Direction to Issue the Series 2007 Bonds. The City hereby authorizes and directs the Corporation, if market conditions warrant, to issue the Police Capital Improvement Sales Tax Leasehold Revenue Bonds (City of St. Louis, Missouri, Lessee), Series 2007, in an aggregate principal amount not to exceed \$25,000,000 (the "Series 2007 Bonds") on behalf of the City for the purposes set forth in Section 2 hereof. The Series 2007 Bonds (i) shall have a final maturity not more than 30 years from their date of issuance, (ii) shall bear a fixed rate of interest of not more than 10%, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2007 Bonds shall be as provided in the Indenture.

Section 4. Limited Obligations. The Series 2007 Bonds and the interest thereon shall be limited obligations payable by the Corporation solely from (i) proceeds of the Series 2007 Bonds, (ii) Rentals and Additional Rentals received from the City by the Corporation, or by the Trustee on behalf of the Corporation, and reasonably expected to be used to pay debt service on the Series 2007 Bonds pursuant to the Lease Purchase Agreement, (iii) amounts available in the debt service reserve fund, if any, and (iv) amounts payable by any Credit Provider in connection with the Credit Enhancement on the Series 2007 Bonds. The City hereby agrees that during each fiscal year or portion thereof in which the Series 2007 Bonds remain outstanding, the City will not use Capital Improvement Sales Tax revenues on deposit in the Police Department Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund in the then-current fiscal year for any purpose other than making payments of Rentals and Additional Rentals during such then current-fiscal year unless such payments of Rentals and Additional Rentals, if any, have been provided for. The Series 2007 Bonds and the interest thereon do not and shall not constitute an indebtedness of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Purchase Agreement is subject to annual appropriation as provided therein. Neither the obligation of the City to make such payments under the Lease Purchase Agreement nor the Series 2007 Bonds does or shall constitute a debt of the City. The issuance of the Series 2007 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year.

Section 5. Authority and Direction to Execute and Deliver Corporation Documents. In connection with the issuance of the Series 2007 Bonds, the City hereby authorizes and directs the Corporation to execute and deliver the Corporation Documents, in forms that are consistent with the provisions of this Ordinance, and as such Corporation Documents are approved by the City Counselor and, with the advice of the Underwriters and the Financial Advisor, the appropriate officers of the Corporation executing such documents, with the respective signatures of such officers thereon to be evidence of the approval of the Corporation.

Section 6. Authority and Direction to Sell the Series 2007 Bonds in a Negotiated Sale. In connection with the issuance of the Series 2007 Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement; to execute and deliver the final Official Statement; and to execute and deliver the Bond Purchase Agreement and any and all related documents, all in connection with such negotiated sale of the Series 2007 Bonds.

Section 7. Authority and Direction to Obtain Credit Enhancement. The City hereby authorizes the Corporation to obtain Credit Enhancement for the Series 2007 Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the Financial Advisor, will achieve an economic benefit for the City if the Series 2007 Bonds are secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the Series 2007 Bonds, and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

Section 8. Authority and Direction to Execute and Deliver City Documents. The City hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the City Documents in forms that are consistent with the provisions of this Ordinance, as such City Documents are approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as are approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the City Documents and to attest the same.

Section 9. Authorization with Respect to Sale of the Series 2007 Bonds. The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to participate with the Corporation in the preparation of the Official Statement; the Mayor and the Comptroller are hereby authorized and directed to execute and deliver the final Official Statement in a form that is consistent with the provisions of this Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriters and the Financial Advisor, and as is approved as to form by the City Counselor, with the respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of the City.

Section 10. Police Department Capital Improvements Account. The second sentence of Section Nine of City Ordinance Number 62885 shall be deemed superseded as of the effective date of this Ordinance by the provisions of this Section 10. Money in the Police Department Capital Improvements Account of the Capital Improvements Sales Tax Trust Fund shall be used only to fund capital improvements of the Police Department, including the operation and maintenance of such capital improvements and amounts payable on financings, the proceeds of which are used to fund such capital improvements, the operation thereof, and/or the maintenance thereof.

Section 11. Further Authority. The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officers, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents, and the Official Statement.

Section 12. Emergency Clause. The passage of this Ordinance being deemed necessary for the immediate preservation of the public health, moral, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor.

Section 13. Superseding of Inconsistent Provisions. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

Approved: July 30, 2007

**ORDINANCE #67619
Board Bill No. 31**

An ordinance approving a Redevelopment Plan for the 2626 Oregon Avenue Area ("Area") after finding that the Area is blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive), containing a description of the boundaries of said Area in the City of St. Louis ("City"), attached hereto and incorporated herein as Exhibit "A", finding that redevelopment and rehabilitation of the Area is in the interest of the public health, safety, morals and general welfare of the people of the City; approving the Plan dated January 23, 2005 for the Area ("Plan"), incorporated herein by attached Exhibit "B", pursuant to Section 99.430; finding that there is a feasible financial plan for the development of the Area which affords maximum opportunity for development of the Area by private enterprise; finding that **no** property in the Area may be acquired by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") through the exercise of eminent domain or otherwise; finding that the property within the Area is **unoccupied**, but if it should become occupied, the Redeveloper shall be responsible for relocating any eligible occupants displaced as a result of implementation of the Plan; finding that financial aid may be necessary to enable the Area to be redeveloped in accordance with the Plan; finding that there shall be available five (5) year real estate tax abatement; and pledging cooperation of the Board of Aldermen and requesting various officials, departments, boards and agencies of the City to cooperate and to exercise their respective powers in a manner consistent with the Plan.

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

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

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

WHEREAS, the LCRA has recommended such a plan to the Planning Commission of the City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"), titled "Blighting Study and Plan for 2626 Oregon Avenue Area," dated January 23, 2007, consisting of a Title Page, a Table of Contents Page, and twelve (12) numbered pages, attached hereto and incorporated herein as Exhibit "B" ("Plan"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION ONE. There exists within the City of St. Louis ("City") a blighted area, as defined by Section 99.320 of the Revised Statutes of Missouri, 2000, as amended, (the "Statute" being Sections 99.300 to 99.715 inclusive, as amended) described in Exhibit "A", attached hereto and incorporated herein, known as the 2626 Oregon Avenue Area.

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

SECTION THREE. The Area qualifies as a redevelopment area in need of redevelopment under the provision of the Statute, and the Area is blighted as defined in Section 99.320 of the Statute dated January 23, 2007 ("Plan") having been duly reviewed and considered, is hereby approved and incorporated herein by reference, and the President or Clerk of this St. Louis Board of Aldermen ("Board") is hereby directed to file a copy of said Plan with the Minutes of this meeting.

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

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

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

SECTION EIGHT. The Plan for the Area provides that the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") **may not** acquire any property in the Area by the exercise of eminent domain or **otherwise**.

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

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

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

- (a) Pledges its cooperation in helping to carry out the Plan;
- (b) Requests the various officials, departments, boards and agencies of the City, which have administrative responsibilities, likewise to cooperate to such end and to execute their respective functions and powers in a manner consistent with the Plan; and
- (c) Stands ready to consider and take appropriate action upon proposals and measures designed to effectuate the Plan.

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

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

- (a) To use the property in accordance with the provisions of the Plan, and be bound by the conditions and procedures set forth therein and in this Ordinance;
- (b) That in undertaking construction under the agreement with the LCRA and the Plan, bona fide Minority Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") will be solicited and fairly considered for contracts, subcontracts and purchase orders;
- (c) To be bound by the conditions and procedures regarding the utilization of MBE's and WBE's established by the City;
- (d) To adhere to the requirements of the Executive Order of the Mayor of the City, dated July 24, 1997.
- (e) To comply with the requirements of Ordinance No. 60275 of the City;
- (f) To cooperate with those programs and methods supplied by the City with the purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and material supplier participation in the construction under this Agreement. The Redeveloper will report semi-annually during the construction period the results of its endeavors under this paragraph, to the Office of the Mayor and the President of this Board; and
- (g) That the language of this Section Thirteen shall be included in its general construction contract and other construction contracts let directly by Redeveloper.

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

Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one percent (51%) ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

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

SECTION FOURTEEN. A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement, which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan.

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax-exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for the first five (5) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors

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

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

EXHIBIT "A"

2626 Oregon Avenue AREA LEGAL DESCRIPTION

C.B. 2076 OREGON
25 FT X 125 FT 2 IN
TUCKERS ADDN
LOT 40

2076-00-01200
2626 Oregon Avenue

EXHIBIT "B"
Form: 01/09/07

BLIGHTING STUDY AND PLAN
FOR THE
2626 OREGON AVENUE AREA
PROJECT #1105
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS
January 23, 2006

MAYOR
FRANCIS G. SLAY

**BLIGHTING STUDY AND PLAN FOR
2626 Oregon Avenue Area**

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A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 2626 Oregon Avenue Ave. Area ("Area") encompasses approximately 0.07 acres in the Fox Park neighborhood of the City of St. Louis ("City") and is located on the north side of Oregon Avenue, with Magnolia Avenue to the south and Lafayette Avenue to the north.

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

2. GENERAL CONDITION OF THE AREA

The Area comprises one parcel of City Block 2076. The Area is in poor condition. The physical conditions within the Area are shown on Exhibit "B" (Project Area Plan). For the purpose of this Plan, "Fair Condition" means (1) property that is generally structurally sound but suffers from inadequate maintenance and upkeep, or (2) vacant unimproved property that is under-utilized. "Poor Condition" means (1) buildings that are structurally unsound and/or substantially deteriorated, requiring major improvements such as new roofs, windows, systems, etc., in order to be used productively, or (2) property without buildings which is poorly maintained, has crumbling pavement, and/or is used for open storage.

Unemployment figures, computed by the Missouri State Employment Service, indicate a 7.0% unemployment rate for the City as of November, 2006. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include an unoccupied two family residential building.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are primarily used for residential purposes.

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

5. CURRENT ZONING

The Area is zoned "C" Multiple family Dwelling District, pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

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

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. DEVELOPMENT OBJECTIVES

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

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are residential uses permitted in Areas designated "C" Multiple Family Dwelling District by the City of St. Louis Zoning Code. Redevelopers authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to develop property in the Area (hereafter referred to as "Redeveloper") shall be permitted to use said property only for the above proposed purposes.

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

3. PROPOSED ZONING

The zoning for the Area can remain "C" Multiple Family Dwelling District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the Strategic land Use plan (2005). Any specific proposal to the LCRA for development of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

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

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

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

8. URBAN DESIGN

a. Urban Design Objectives

The property shall be developed so it is an attractive residential asset to the surrounding neighborhood.

b. Urban Design Regulations

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

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

c. Landscaping

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

d. Fencing

Fencing in the front yards and facing side streets shall be limited to ornamental metal with black matte finish. Fencing behind the building line and not facing a street may be chain link with a black matte finish, or a good quality, privacy fence provided it is not wood stockade style.

9. PARKING REGULATIONS

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

Where feasible, parking shall be limited to the rear of the property off the alley, and at least one space shall be provided for each residential unit. In addition, surface parking shall not extend beyond the established building line. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and contracts between the LCRA and the Redeveloper. All new signs shall be restricted to standard sale/lease signs of the ground floor façade area.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF DEVELOPMENT

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

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

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

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

2. PROPERTY ACQUISITION

The Property Acquisition Map, Exhibit "D" attached, identifies all the property located in the Area. The LCRA may not acquire any property in the area through the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to a Redeveloper who shall agree to develop such property in accordance with this Plan and the contract between such Redeveloper and the LCRA. Any property acquired by the LCRA and sold to a Redeveloper will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2000) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes shall hereby be entitled to real property ad valorem tax abatement which shall not include any Special Business District, Neighborhood Improvement District, Commercial Improvement District, or any other single local taxing district created in accordance with Missouri law, whether now existing or later created, for a total period of up to five (5) years from the commencement of such tax abatement, in accordance with the following provisions of this Plan:

If property in the Area is sold by the LCRA to an urban redevelopment corporation formed pursuant to Chapter 353 of the Missouri Statutes, or if any such corporation shall own property within the Area, then for five (5) years after the date the redevelopment corporation shall acquire title to such property, taxes on such property shall be based upon the assessment of land, exclusive of any improvements thereon, during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. In addition to such taxes, any such corporation shall for the same five (5) year period make a payment in lieu of taxes to the Collector of Revenue of the City of St. Louis in an amount based upon the assessment on the improvements located on the property during the calendar year preceding the calendar year during which such corporation shall have acquired title to such property. If property shall be tax exempt because it is owned by the LCRA and leased to any such corporation, then such corporation for five (5) years of such lease shall make payments in lieu of taxes to the Collector of Revenue of the City in an amount based upon the assessment on the property, including land and improvements, during the calendar year preceding the calendar year during which such corporation shall lease such property.

All payments in lieu of taxes shall be a lien upon the property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said five (5) year period, shall inure to the benefit of all successors in interest in the property of the redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any contract with the LCRA. In no event shall such benefits extend beyond five (5) years after the redevelopment corporation shall have acquired title to the property.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS**1. LAND USE**

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

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in a Contract between the LCRA and a Redeveloper, which agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3)

shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

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

H. MODIFICATIONS OF THIS PLAN

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

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

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

EXHIBIT "A"

2626 Oregon Avenue AREA LEGAL DESCRIPTION

C.B. 2076 OREGON
25 FT X 125 FT 2 IN
TUCKERS ADDN
LOT 40

2076-00-01200
2626 Oregon Avenue

See attached Exhibits B, C & D

EXHIBIT "E" FORM: 08/02/99

EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES

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

governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper shall contractually require its contractors and subcontractors to comply with such laws.

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

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

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

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

Approved: July 30, 2007

ORDINANCE NO. 67619 - EXHIBITS B, C & D

