

ORDINANCE #68658
Board Bill No. 62

An Ordinance providing for the imposition of an additional one-quarter percent sales tax for public transportation purposes upon the sale of retail of tangible personal property and services as authorized at the election held on November 4, 1997.

WHEREAS, Article 4, Section 23 of the Charter of the City of St. Louis authorizes the Board of Aldermen, by ordinance, to levy taxes authorized by the Constitution or by law; and

WHEREAS, pursuant to Section 94.660, R.S.Mo. and Ordinance 63168, and as approved and adopted by the voters of the City of St. Louis on August 2, 1994, the City has imposed a City-wide sales tax of one-quarter of one percent for transportation purposes; and

WHEREAS, the City created a "City Public Transit Sales Tax Trust Fund" and directed the Treasurer of the City to deposit funds received pursuant to said sales tax in said fund; and

WHEREAS, the City is authorized by law to impose an additional City-wide sales tax for transportation purposes upon approval by the qualified voters of the City; and

WHEREAS, pursuant to Ordinance 64111, an election was held in St. Louis City on November 4, 1997, at which election a majority of the qualified electors of St. Louis City voting thereon authorized the St. Louis City Board of Aldermen to impose an additional City-wide sales tax of one-quarter of one percent for public transportation purposes; and

WHEREAS, the City Board of Election Commissioners certified the election results of such November 4, 1997 election on November 6, 1997; and

WHEREAS, at the time of the passage of Ordinance 64111 and the November 4, 1997 election, Section 94.660, R.S.Mo. authorizing the tax provided that the tax if approved by the voters shall not go into effect unless and until both St. Louis County and St. Louis City approve the tax; and

WHEREAS, on April 6, 2010, an election was held in St. Louis County, at which election a majority of qualified electors of St. Louis County voting thereon approved the tax and the County Board of Election Commissioners has certified such election results on April 20, 2010;

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

SECTION ONE. An additional sales tax is hereby imposed upon all sellers for the privilege of engaging in the business of selling tangible personal property at retail or rendering taxable services at retail at the rate of one-quarter of one percent on the receipts from the sale at retail of all tangible personal property and the rendering of taxable service at retail within St. Louis City (for a total rate of one-half of one percent) to the extent and in the manner property and services are subject to taxation by the State of Missouri under the provisions of Chapter 144, R.S.Mo. and the rule and regulations of the Director of Revenue of Missouri issued pursuant thereto.

SECTION TWO. The Treasurer of the City of St. Louis is hereby directed to create two separate accounts within the "City Public Transit Sales Tax Fund" to account for the funds received from each of the one-quarter sales tax receipts in separate accounts with the City Public Transit Sales Tax Trust Fund; specifically, one account therein for the one-quarter of one percent sales tax imposed pursuant to Ordinance 63168 and approved by the voters on August 2, 1994 (Account ONE), and one account for the revenues from the one-quarter sales tax imposed pursuant to Ordinance 64111 and approved by the voters at the November 4, 1997 election (Account TWO).

SECTION THREE. The tax imposed hereby shall be effective on July 1, 2010.

SECTION FOUR. This Ordinance is deemed an emergency measure as defined by Article I, Section 20, as the Charter of the City of St. Louis and shall take effect immediately upon its passage and approval by the Mayor of the City of St. Louis.

Approved: June 7, 2010

ORDINANCE #68659
Board Bill No. 36

An ordinance recommended by the Port Authority Commission of the City of St. Louis authorizing and directing the Mayor and the Comptroller to enter into a lease agreement between the City of St. Louis and The Great Rivers Greenway District for certain land on the Unimproved Wharf for a period of ten (10) years commencing on the date of execution with three (3) five (5) year mutual options, in substantially the form as Exhibit 1 and Appendix A attached hereto and incorporated by reference herein as Exhibit 1 and Appendix A.

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

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

EXHIBIT 1

LEASE AGREEMENT

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

WITNESSETH:

1. The term "Lease" shall mean this agreement, including amendments thereto, together with any Exhibits, and the attached APPENDIX "A," and any amendments thereto.
2. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to the Lessor, and the mutual covenants and agreements herein contained, the Lessor hereby leases and lets to Lessee the following described land (the "Property"), to wit:

THE SOUTHERN PORTION OF A TRACT OF LAND RECORDED IN DEED BOOK M761 PAGE 719 OF
THE ST. LOUIS RECORDS AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF MOUND STREET (59 FEET WIDE) AND THE WEST LINE OF THE WHARF; THENCE SOUTHWARDLY ALONG SAID WEST LINE OF THE WHARF A DISTANCE OF 147.50 FEET TO A POINT; THENCE SOUTH 68 DEGREES 21 MINUTES 55 SECONDS EAST A DISTANCE OF 297.35 FEET TO A POINT IN THE WATERS EDGE OF THE MISSISSIPPI RIVER; THENCE SOUTH 11 DEGREES 10 MINUTES 51 SECONDS WEST ALONG SAID WATERS EDGE A DISTANCE OF 60.98 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 11 DEGREES 10 MINUTES 51 SECONDS WEST ALONG SAID WATERS EDGE A DISTANCE OF 62.03 FEET TO A POINT; THENCE NORTH 68 DEGREES 21 MINUTES 55 SECONDS WEST A DISTANCE OF 99.22 FEET TO A POINT; THENCE NORTH 21 DEGREES 38 MINUTES 05 SECONDS EAST A DISTANCE OF 61.00 FEET TO A POINT; THENCE SOUTH 68 DEGREES 21 MINUTES 55 SECONDS EAST A DISTANCE OF 87.97 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 5709.15 SQUARE FEET OR 0.131 ACRES MORE OR LESS.

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

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

An annual rental of Eight Hundred Ninety Nine Dollars and Nineteen Cents (\$899.19) paid annually in advance.

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

5. The above area shall be used only for the purpose of a bicycle and pedestrian rest station and viewing platform for the Mississippi River.

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

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

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

**LESSEE:
THE GREAT RIVERS GREENWAY DISTRICT**

**LESSOR:
CITY OF ST. LOUIS, MISSOURI**

By: _____

Mayor

ATTEST:

Comptroller

ATTEST:

City Register

APPROVED AS TO FORM, ONLY:

City Counselor

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

On this ____ day of _____, 20___, before me appeared FRANCIS G. SLAY and DARLENE GREEN to me personally known, who being by me duly sworn did say that they are the Mayor and Comptroller of the City of St. Louis and that they are authorized to execute this Lease Agreement on behalf of the City of St. Louis under the authority of Ordinance No. 67403 and acknowledge said instrument to be the free act and deed of the City of St. Louis.

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

Notary Public

My Commission Expires:

(SEAL)

STATE OF MISSOURI)

CITY OF ST. LOUIS) SS
)

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

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

Notary Public

My Commission Expires:

(SEAL)

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

1. The base rate of \$0.0750 (current adjusted base rate \$0.1575) per square foot of land and \$7.50 (current adjusted base rate \$15.75) per linear foot of mooring may be adjusted at five year intervals beginning January 1, 2014, upon recommendation of the Port Commission and approval of the Board of Public Service. No such recommendation may be made by the Port Commission unless within 180 days before January 1 on which the adjusted rates are to become effective, the Port Commission shall conduct a public hearing with due notice to the public and to the users of City owned land and mooring rights. The maximum adjustment which can be recommended and approved shall be twenty-five percent (25%) of the base rates set out in the first sentence of this section. Each adjustment shall be added to the base rate plus any previous adjustments and the resultant rate shall be called the current adjusted base rate. If the recommended adjustment to the base rate by the Board of Public Service is in excess of fifteen percent (15%), the recommended raise of rate shall be approved by resolution of the Board of Aldermen. If the Board of Aldermen fails to act before the effective date of the rate increase, the rate then shall be automatically adjusted by fifteen percent (15%).

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

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

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

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

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

(3) The term "Environmental Law" shall mean any international, foreign, federal, state, regional, county, local, governmental, public or private statute, law, regulation, ordinance, order, consent decree, judgment, permit, license, code, covenant, deed restriction, common law, treaty, convention or other requirement, pertaining to protection of the environment, health or safety of person, natural resources, conservation, wildlife, waste management, any Hazardous Material Activity (as hereinafter defined), and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, but not limited to: the Comprehensive Environmental Response,

Compensation and Liability Act (CERCLA) of 1980, as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, 42 U.S.C. 9601 et seq.; Solid Waste Disposal Act (SWDA) of 1965, 42 U.S.C. 6901 et seq., as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984; Federal Water Pollution Control Act (Clean Water Act) of 1948, 33 U.S.C. 1251 et seq., as amended by the Clean Water Act of 1977 and the Water Quality Act of 1987; Air Pollution Control Act of 1955, 42 U.S.C. 7401 et seq., as amended by the Clean Air Act of 1990; Toxic Substances Control Act (TSCA) of 1976, 15 U.S.C. 2601 et seq., as amended from time to time, and regulations promulgated thereunder; Occupational Safety and Health (OSH) Act of 1970, 29 U.S.C. 651 et seq., as amended from time to time, and regulations promulgated thereunder; Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986, 42 U.S.C. 11001 et seq., as amended by the Debt Collection Improvement Act (DCIA) of 1996; National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. 4321 et seq., as amended from time to time, and regulations promulgated thereunder; and any similar or implementing state law, and all amendments, rules, regulations, guidance documents and publications promulgated thereunder;

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

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

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

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

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

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

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

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

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

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

Should Lessee's operation on the Leased Premises violate any provision of federal and/or state laws or regulations, Lessee shall, immediately upon becoming aware of the existence of such violation, notify the Port Commission and undertake whatever

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Lessee agrees to pay ad valorem taxes on boats, vessels, aircraft or watercraft and on operation of same that may be moored on said Leased Premises or involved in any operations within said Leased Premises, including all other owned property and equipment, and it is agreed that the Lessee will not deny the authority of the proper assessing agency to assess ad valorem taxes on said improvements. Further, Lessee agrees to pay any and all taxes, fees and assessments due on any other aspect of Lessee's business operations or improvements within the Leased Premises. The Lessee reserves the right to question the amount of such assessment in any court of competent jurisdiction or other tribunal established by law to correct the valuation of the property on which the assessment of such tax is based. Failure to pay ad valorem and/or other taxes, fees and/or assessments due as and when due, whether or not such taxes, fees and/or assessments are appealed, shall be considered a breach of the terms of this Lease. All barges In Transit shall be exempt from the payment of taxes, fees and/or assessments. "In Transit" shall mean moored at the Leased Premises for not more than seven (7) calendar days in any 365-day period.

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

such month to month tenancy may be terminated by Lessor at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. EQUAL OPPORTUNITY AND NONDISCRIMINATION GUIDELINES.

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

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

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

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

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

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

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

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

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

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

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

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

shall not conduct such activity on, in or at the Leased Premises unless and until the Port Commission grants express written approval for such activity.

28. Upon the expiration or earlier termination of this Lease, Lessee shall quit and peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after any such expiration or termination, may without further notice, enter upon and re-enter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Lessee and remove Lessee and all other persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises and the right to receive all rental income of and from the same. Lessee shall leave and surrender the Leased Premises to the Lessor in the same condition in which the Leased Premises was at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear. Upon such surrender, Lessee shall (a) remove from the Leased Premises all property which is owned by Lessee or third parties other than the Lessor and (b) repair any damage caused by such removal. Lessee further agrees and warrants that, upon the expiration or earlier termination of this Lease, Lessee shall return the Leased Premises to the City free of any and all Hazardous Material, Infectious Waste, Solid Waste (unless disposal of solid waste on the Leased Premises was specifically permitted by the terms of this Lease or a subsequent written document executed on behalf of, and authorized by, the Port Commission), pollutants, and contaminants which were placed, released, discharged, disposed, and/or spilled on, into, or about the Leased Premises. Lessee shall, upon the expiration or earlier termination of this Lease, remove all product(s) or waste(s) stored in underground and aboveground storage tanks located on the Leased Premises which were installed or used during the term of the Lease. Upon termination or expiration of the Lease, Lessee shall also perform tank tightness testing on all underground and aboveground storage tanks and connecting piping, installed or used during the term of the Lease, and shall, upon request and at the sole discretion of the Port Commission, remove any tanks that were installed by Lessee pursuant to this Lease or a prior lease agreement between the City and the Lessee. Lessee shall also either remove or decontaminate any soil contaminated by leaks from storage tanks or connecting piping installed or used during the term of the Lease. Any such removal and/or decontamination shall be performed in accordance with any and all applicable laws, regulations and ordinances at Lessee's sole cost and expense, which obligation shall survive the expiration or termination of this Lease. In the event that Lessee fails to perform its obligations pursuant to this Section of the Lease, the City shall give Lessee notice of said failure within thirty (30) days of discovering the Lessee's default of its obligations under this section. If Lessee fails to fully comply with its obligations hereunder within thirty (30) days of such notice, the City may undertake any and all legal actions, including but not limited to, injunction and/or specific performance, as are necessary to bring the Leased Premises into compliance with the standards set out herein. In the event that the City is required to undertake actions to bring the Leased Premises into compliance with said standards, Lessee shall reimburse the City for all costs thereof, including, but not limited to, reasonable attorneys fees and expenses, litigation costs, fees for engineering and consulting services, costs of testing, removal, and/or remediation, and disposal costs. The Lessee expressly agrees that the City may attach liens to any of Lessee's real and personal property located in the City of St. Louis in order to recover the City's costs of bringing the Leased Premises into compliance with the standards set out herein.

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

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

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

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

Except as otherwise expressly provided herein, this Lease and the rights of Lessor and the obligations of Lessee hereunder shall not be affected by: (i) any damage to or theft, loss or destruction of any of the Leased Premises, (ii) any default on the part of

Lessee hereunder or under any Note, Mortgage, Assignment or any other agreement, (iii) any latent or other defect in any of the Leased Premises, (iv) any violation of any provision of this Lease by Lessor, (v) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or winding-up of, or other proceeding affecting, Lessee, (vi) the exercise of any remedy, including foreclosure, under any Mortgage or Assignment, (vii) any action with respect to this Lease (including the disaffirmance hereof) which may be taken by Lessee, any trustee, receiver or liquidator of Lessee or any court under the Federal Bankruptcy Code or otherwise, (viii) market or economic changes, or (ix) any other cause, whether similar or dissimilar to the foregoing, any present or future Law to the contrary notwithstanding.

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

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

Approved: June 7, 2010

ORDINANCE #68660
Board Bill No. 46

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in a 51 foot wide portion of Elliott Ave. from Montgomery St. southwardly 175 feet to a point vacated previously by Ordinance 63750 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

Part of Elliott Avenue, 60 feet wide in the City of St. Louis, Missouri and being more particularly described as follows:

Beginning at the intersection of the south line of Montgomery Street, 60 feet wide, with the east line of Elliott Avenue, 60 feet wide; thence along said east line of Elliott Avenue, south 00 degrees 45 minutes 00 seconds east 175 feet to the northeast corner of Elliott Avenue vacated by Ordinance No. 63750; thence along the boundary line of said Elliott Avenue vacation south 89 degrees 12 minutes 30 seconds west 51 feet to the southeast corner of the 9 foot wide part of Elliott Avenue vacated by Ordinance No. 63750 north 00 degrees 45 minutes 00 seconds west 175 feet to the south line of Montgomery Street and north 89 degrees 12 minutes 30 seconds east 51 feet along said south line of Montgomery Street back to the point of beginning and containing 0.200 acres, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Sensient Colors, Inc. will use vacated area for truck and vehicular traffic and to enhance security of the adjoining properties. The Water Division has a 6" water main with appurtenances in Elliott in the area of the proposed vacation. The Water Division will require an easement for this water main and appurtenances which will allow for uninhibited access to our facilities for the purposes of maintenance, repair and meter reading for the service connection that falls within the proposed vacation. No construction of any kind can occur on or over this easement without the prior review and approval of the Water Commissioner.

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

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

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

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

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

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) **CITY WATER DIVISION** to cover the full expenses of removal and/or relocation of Water facilities, if any.
- 2) **CITY TRAFFIC AND TRANSPORTATION DIVISION** to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) **CITY STREET DEPARTMENT** to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: June 7, 2010

**ORDINANCE #68661
Board Bill No. 3**

An Ordinance recommended by the Planning Commission on April 7, 2010, to change the zoning of property as indicated on the District Map, from "F" Neighborhood Commercial District to the "C" Multiple-Family Dwelling District, in City Blocks 1004 and 1005 (2955, 2957, 2954 and 2956 Thomas), so as to include the described parcels of land in City Blocks 1004 and 1005; 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 1004 and 1005 is hereby changed to the "C" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

Parcel #10040004000 (2957 Thomas St.)

All of lot 24, block 39 of Stoddard's addition to the City of St. Louis, Missouri per the recorded plat thereof in book '3', at page 19, also being a part of City Block 1004, and being more particularly described as follows;

Beginning at a cut cross in concrete marking the southwest corner of said lot 24 and said City Block 1004; thence north $00^{\circ}26'46''$ west along the east right-of-way line of garrison street, a distance of 118.57 feet to a $5/8''$ iron rod on the south line of a 17.50 feet wide alley; thence leaving garrison street right-of-way north $88^{\circ}53'30''$ east along the south line of said alley, a distance of 28.71 feet to the northeast corner of said lot 24; thence leaving said alley south $00^{\circ}27'04''$ east along the east line of lot 24, a distance of 118.56 feet to the southeast corner of lot 24; point being on the north right-of-way line of Thomas Street; thence south $88^{\circ}52'18''$ west along said right-of-way line, a distance of 28.72 feet to the point of beginning, containing 3404.3 square feet, more or less.

Parcel #10040003900 (2955 Thomas St.)

All of lot 23, block 39 of Stoddard's addition to the City of St. Louis, Missouri per the recorded plat thereof in book '3', at page 19, also being a part of City Block 1004, and being more particularly described as follows;

Commencing at a cut cross in concrete marking the southwest corner of lot 24 in said block 39, also being the southwest corner of City Block 1004; thence north $88^{\circ}52'18''$ east along the north right-of-way of Thomas Street, a distance of 28.72 feet to the southwest corner of said lot 23, being the point of the beginning of the parcel herein described; thence leaving said Thomas Street right-of-way north $00^{\circ}27'04''$ west along the west line of said lot 23, a distance of 118.56 feet to the northwest corner of said lot 23, point being on the south line of a 17.50 feet wide alley; thence along the south line of said alley north $88^{\circ}53'30''$ east, a distance of 24.96 feet to the northeast corner of said lot 23, thence leaving said south line of alley south $00^{\circ}27'29''$ east along east line of said lot 23, a distance of 118.55 feet to the southeast corner of said lot 23 on the north right-of-way line of Thomas Street; thence south $88^{\circ}52'18''$ west along said north right-of-way line, a distance of 24.97 feet to the point of beginning, containing 2959.7 square feet, more or less.

Parcel #10050000150 (2956 Thomas St.)

All of lot 25, block 40 of Stoddard's addition to the City of St. Louis, Missouri per the recorded plat thereof in book '3', at page 19, also being a part of City Block 1005, and being more particularly described as follows;

Beginning at the northwest corner of said lot 25 and said block 1005 for which a cut anchor bears south $88^{\circ}52'18''$ west, a distance of 10.97 feet; thence from point of beginning north $88^{\circ}52'18''$ east along the south right-of-way line of Thomas Street, a distance of 28.87 feet to the northeast corner of said lot 25; thence leaving said Thomas Street right-of-way south $00^{\circ}38'25''$ east along the east line of said lot 25, a distance of 118.53 feet to the southeast corner of said lot 25, point being on the north line of a 15.00 feet wide alley; thence along the north line of alley south $88^{\circ}51'25''$ west, a distance of 28.85 feet to the southwest corner of said lot 25, point being on the east right-of-way line of Garrison Street; thence leaving the north line of said alley north $00^{\circ}39'03''$ west along said east right-of-way line of Garrison Street, a distance of 118.54 feet to the point of beginning, containing 3420.6 square feet, more or less.

Parcel #10050000200 (2954 Thomas St.)

All of lot 26, block 40 of Stoddard's addition to the City of St. Louis, Missouri per the recorded plat thereof in book '3', at page 19, also being a part of City Block 1005, and being more particularly described as follows;

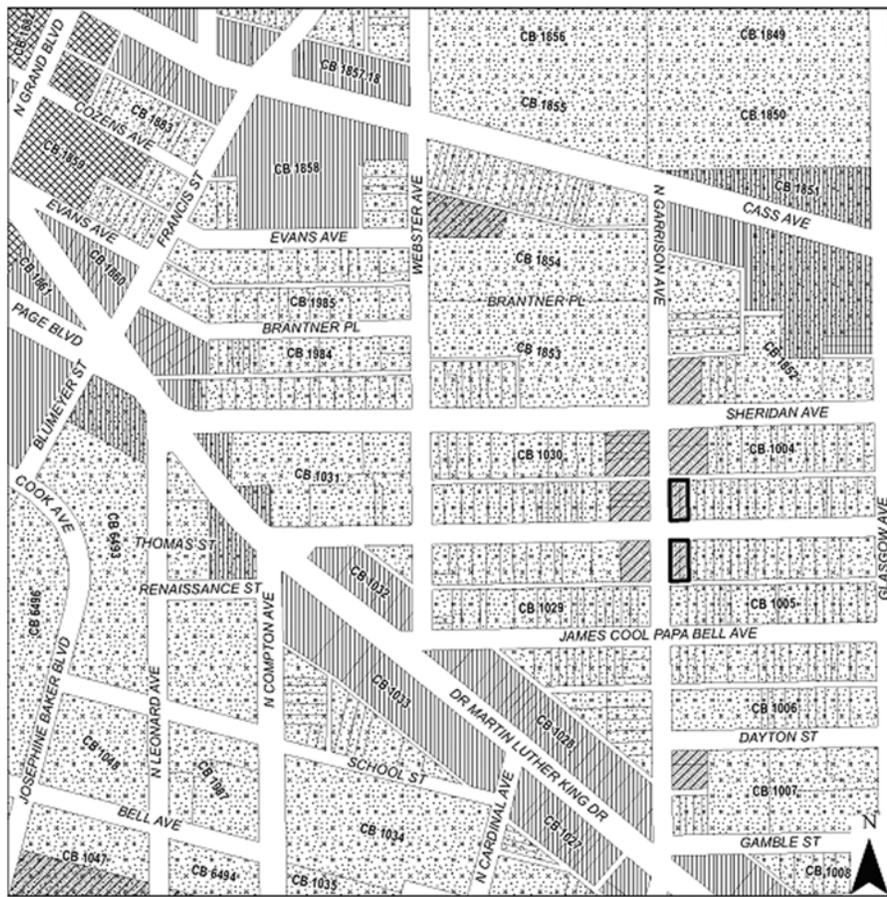
Commencing at the northwest corner of lot 25 and said block 40, also being the northwest corner of said City Block 1005; thence north $88^{\circ}52'18''$ east along the south right-of-way line of Thomas Street, a distance of 28.87 feet to the northwest corner of said lot 26, being the point of beginning of the parcel herein described; thence continue along said right-of-way line north $88^{\circ}52'18''$ east, a distance of 25.04 feet to the northeast corner of said lot 26; thence leaving said Thomas Street right-of-way south $00^{\circ}38'22''$ east along the

east line of said lot 26, a distance of 118.52 feet to the southeast corner of said lot 26, point being on the north line of a 15.00 feet wide alley; thence along said north line of alley south 88°51'25" west, a distance of 25.03 feet to the southwest corner of said lot 26, thence leaving said north line of alley north 00°38'25" west along the west line of said lot 26 to the beginning, containing 2967.3 square feet, more or less.

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.

Approved: June 22, 2010

EXHIBIT A DISTRICT MAP



Current Zoning District

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

Rezoning Area

Rezoning from
"F" to "C"
Jeff Vander Lou
PDA-022-10-REZ



ORDINANCE #68662
Board Bill No. 4

An Ordinance recommended by the Planning Commission on April 7, 2010, to change the zoning of property as indicated on the District Map, from "F" Neighborhood Commercial District to the "D" Multiple-Family Dwelling District, in City Block 1132.04 (1451 & 1453-57 Dodier), so as to include the described parcels of land in City Block 1132.04; 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 1132.04 is hereby changed to the "D" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

PARCEL #11320401600 (1453-1457 Dodier St.)

All of lots 45 and 46, block 4 of east union addition to the City of St. Louis, Missouri per the recorded plat thereof in book 'x', at page 88, also being a part of City Block 1132w, and being more particularly described as follows;

Beginning at the southwest corner of lot 46, block 4, also being the southwest corner of City Block 1132w and from which a cut cross bears south 14°43'57" west, a distance of 5.00 feet; thence from point of beginning run north 14°43'57" east along the east right-of-way line of 19th street, a distance of 113.87 feet to a 5/8" iron rod marking the northwest corner of said lot 46, point being on the south line of a 15.00 feet wide alley; thence south 75°54'50" east along the south line of said alley, a distance of 49.03 feet to the northeast corner of said lot 45; thence leaving said alley south 14°42'26" west to the southeast corner of said lot 45, point being on the north right-of-way line of Dodier Street; thence north 75°02'11" west along said right-of way line, a distance of 49.08 feet to the point of beginning containing 5583.01 square feet, more or less.

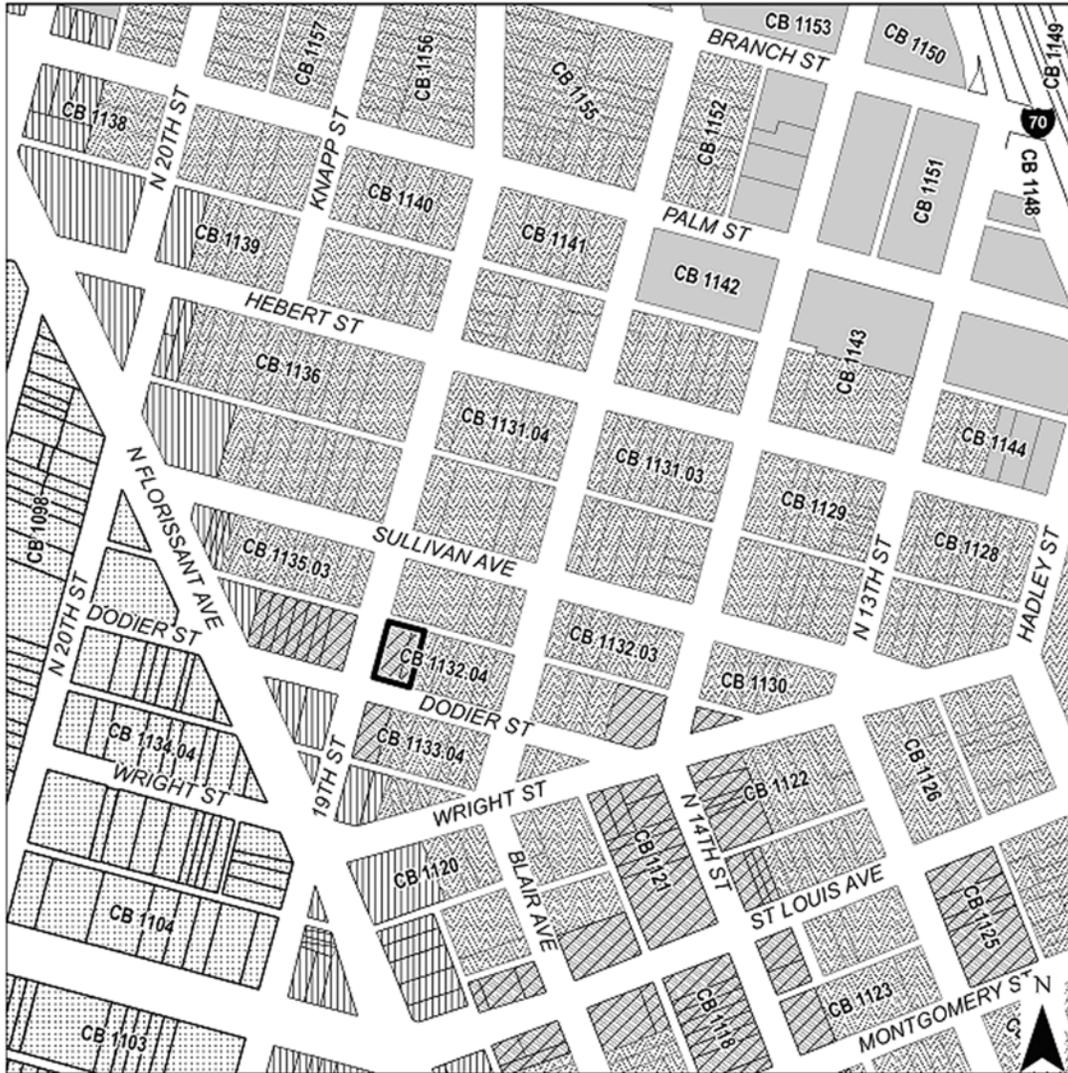
Parcel #11320401500 (1451 Dodier St.)

All of lot 44, block 4 of East Union addition to the City of St. Louis, Missouri per the recorded plat thereof in book 'x', at page 88, also being a part of City Block 1132w, and being more particularly described as follows;

Commencing at the southwest corner of lot 46, of said block 4, also being the southwest corner of city block 1132w and from which AQ cut cross bears south 14°43'57" west, a distance of 5.00 feet; thence south 75°02'11" east along the north right-of-way line of Dodier Street, a distance of 49.08 feet to the southwest corner of said lot 44; thence leaving said right-of-way line north 14°42'26" east along the west line of lot 44, a distance of 113.76 feet to the northwest corner of lot 44, being on the south line of a 15.00 feet wide alley; thence south 75°54'50" east along the south line of said alley, a distance of 24.50 feet to the northeast corner of lot 44; thence leaving said alley south 14°42'25" west along the east line of lot 44, a distance of 113.71 feet to the southeast corner of lot 44, being on the north right-of-way line of Dodier Street; thence north 75°02'11" west along said right-of way line, a distance of 24.50 feet to the point of beginning, containing 2786.5 square feet, more or less.

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 DISTRICT MAP



Current Zoning District

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

Rezoning Area

Rezoning from
"F" to "D"
Old No. St. Louis
PDA-022-10-REZ

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

Approved: June 22, 2010

ORDINANCE #68663
Board Bill No. 7
Committee Substitute

An ordinance relating to a “complete streets” policy for the City of St. Louis, stating guiding principles and practices so that transportation improvements are planned, designed and constructed to encourage walking, bicycling and transit use while promoting safe operations for all users.

Whereas, the City desires to encourage walking, bicycling and transit use as safe, convenient and widely available modes of transportation for all people; and

Whereas, the City desires to adopt a “Complete Streets” policy which is to be used as guiding principle, where practicable and economically feasible, in the design, operation and maintenance of City streets to promote safe and convenient access and travel for all users including pedestrians, bicyclists, motorists, transit riders, and people of all abilities; and

Whereas, the City will strive to consult with Business Districts and Neighborhood Associations in consideration of functional facilities and accommodations in furtherance of the City’s “Complete Streets” policy; and

Whereas, transportation improvements, facilities and amenities that may contribute to “Complete Streets” will be developed to fit in with the context of the surrounding community and may include: Street and sidewalk lighting; pedestrian and bicycle safety improvements; access improvements, including compliance with the Americans with Disabilities Act; public transit facilities accommodation including, but not limited to, pedestrian access improvement to transit stops and stations; street trees and landscaping; drainage; and street amenities; and

Whereas, the City will consider such transportation improvements, facilities and amenities where such are practicable and economically feasible during the construction, reconstruction or other changes of transportation facilities on streets and redevelopment projects.

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

SECTION ONE. The “Complete Streets” policy sets forth the guiding principles and practices to be considered in public transportation projects, where practicable, economically feasible, and otherwise in accordance with applicable law, so as to encourage walking, bicycling and transit use while promoting safe operations for all users.

SECTION TWO. While the “Complete Streets” policy does not require certain designs or construction standards and does not require specific improvements, this policy does require the City to consider complete street elements in the design, construction and maintenance of public transportation projects, improvements and facilities in addition to other considerations including, but not limited to, cost of improvements, budget for the project, space and area requirements and limitations and legal requirements and limitations.

SECTION THREE. Guiding principles and practices of the “Complete Streets” policy are as follows:

1. *“Complete Street”* Defined. A “Complete Street” is designed to be a transportation corridor for all users including pedestrians, bicyclists, transit users, and motorists. “Complete Streets” are designed and operated to enable safe continuous travel networks for all users. Pedestrians, bicyclists, motorists and bus riders of all ages and abilities are able to safely move from destination to destination along and across a network of “Complete Streets”. Transportation improvements, facilities and amenities that may contribute to “Complete Streets” and that are considered as elements of a “Complete Street” include street and sidewalk lighting; pedestrian and bicycle safety improvements; access improvements, including compliance with the Americans with Disabilities Act; public transit facilities accommodation including, but not limited to, pedestrian access improvement to transit stops and stations; street trees and landscaping; drainage; and street amenities.

2. The City will strive, where practicable and economically feasible, to incorporate one or more “Complete Street” elements into public transportation projects in order to provide appropriate accommodation for bicyclists, pedestrians, transit users and persons of all abilities, while promoting safe operation for all users, in comprehensive and connected networks in a manner consistent with, and supportive of, the surrounding community.

3. The City will strive to incorporate “Complete Streets” principles into all public strategic plans, upon subsequent updates. The principles, where practicable, shall be incorporated into other public works plans, manuals, rules, regulations and programs as appropriate and directed by the President of the Board of Public Service.

4. It shall be a goal of the City to foster partnerships with the State of Missouri, St. Louis County, neighboring communities, City of St. Louis Business Districts and Neighborhood Associations in consideration of functional facilities and accommodations in furtherance of the City's "Complete Streets" policy and the continuation of such facilities and accommodations beyond the City's borders.

5. The City recognizes that "Complete Streets" may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time. The City will attempt to draw upon all possible funding sources to plan and implement this policy and shall investigate grants that may be available to make "Complete Streets" elements more economically feasible.

SECTION FOUR. During the planning phase of any public improvement project, a designee of the President of the Board of Public Service shall conduct a study and analysis relating to the addition and incorporation of one or more "Complete Streets" elements into the public transportation project. The study and analysis shall include cost estimates, whether the elements could be incorporated in a safe manner, the degree that such improvements or facilities may be utilized, the benefit of such improvements or facilities to other public transportation improvements, whether additional property is required, physical or area requirements or limitations and verify the availability of maintenance funds to support proposed improvements and any other factors deemed relevant.

Such study and analysis shall be submitted to the President of the Board of Public Service for consideration in the design and planning of the public transportation project. The President of the Board of Public Service shall consider the incorporation of one or more "Complete Streets" elements in each public transportation project to the extent that such is economically and physically feasible.

SECTION FIVE. 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: June 22, 2010

ORDINANCE #68664
Board Bill No. 42

An Ordinance, recommended 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 construction of the Broadway and Seventh Improvement Project involving infrastructure improvements on Broadway and South Broadway, from Park Avenue and Seventh Street to the Interstate 55 Overpass (the "Broadway and Seventh Improvement Project"); and authorizing and directing the City of St. Louis (the "City"), by and through its Board of Public Service, to let contracts and provide for the construction, materials, and equipment for the Broadway and Seventh Improvement Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire real and personal property (by lease, purchase, or condemnation), and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, and other governmental agencies for the Broadway and Seventh Improvement Project 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 wage 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, 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 appropriating the total estimated cost of the Broadway and Seventh Improvement Project of One Million, Six Hundred Thousand Dollars (\$1,600,000.00) from various sources including the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and the One-Half Cent Ward Capital Improvement Fund; 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 construction of the Broadway and Seventh Improvement Project involving infrastructure improvements on Broadway and South Broadway, from Park Avenue and Seventh Street to the Interstate 55 Overpass (the "Broadway and Seventh Improvement Project").

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 construction, materials, and equipment, for the Broadway and Seventh Improvement Project, to employ labor and consultants, pay salaries, fees and wages, acquire real and personal property (by lease, purchase, or condemnation) for the Broadway and Seventh Improvement Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, 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 Broadway and Seventh Improvement Project. 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, 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 Broadway and Seventh Improvement Project is One Million, Six Hundred Thousand Dollars (\$1,600,000.00) of which the federal share is One Million, Two Hundred Eighty Thousand Dollars (\$1,280,000.00) from the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to be appropriated from 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 remaining local match share is Three Hundred Twenty Thousand Dollars (\$320,000.00) to be appropriated from the One-Half Cent Ward Capital Improvement Fund. 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 this 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 accept on behalf of the City monetary donations from other governmental agencies and others to assist in paying for the work authorized in this Ordinance. Funds received shall be deposited into the Broadway and Seventh Improvement Project or 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: June 22, 2010

ORDINANCE #68665
Board Bill No. 54

An ordinance, recommended by the Board of Estimate and Apportionment, ratifying the actions of the Board of Public Service and the Mayor of the City of St. Louis, in submitting, on behalf of the City, an Energy Efficiency and Conservation Strategy (the "EECBG Strategy") to the United States Department of Energy ("DOE") as required to apply for funding under the Federal American Recovery and Reinvestment Act ("ARRA") Energy Efficiency and Conservation Block Grant ("EECBG"), authorizing and directing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with DOE for the receipt of 2010 EECBG funds ("EECBG Entitlement Funds"), appropriating the sum of Three Million Seven Hundred Seventeen Thousand Five Hundred Dollars (\$3,717,500), which amount of EECBG Entitlement Funds the City has been awarded, authorizing and directing the Board of Public Service ("BPS") to contract with municipal agencies, non-profit corporations and other entities, as necessary for the expenditure of EECBG Entitlement Funds, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

WHEREAS, the United States Congress designed the Energy Efficiency and Conservation Block Grant program to assist local governments in improving energy efficiency and reducing energy consumption within their jurisdictions; and

WHEREAS, on March 26, 2009, the City received notice that Three Million Seven Hundred Seventeen Thousand Five Hundred Dollars (\$3,717,500) in EECBG Entitlement Funds from ARRA would be available to the City to be used for the energy efficiency and conservation purposes specified by Congress and DOE, and that in order to receive these funds the City was required to submit to DOE a preliminary application no later than June 25, 2009, and an EECBG Strategy no later than November 20, 2009; and

WHEREAS, the Board of Public Service, on behalf of the City, submitted to DOE the required EECBG preliminary application and strategy on or before the deadlines, and modifications were subsequently made pursuant to review from representatives of DOE; and

WHEREAS, the City received notice on April 8, 2010, that the City's EECBG Strategy and the activities proposed to be funded from the City's allocation of EECBG Entitlement Funds, as modified in consultation with DOE, were approved and that EECBG Entitlement Funds from ARRA in the amount of Three Million Seven Hundred Seventeen Thousand Five Hundred Dollars (\$3,717,500) would be available to the City for the approved activities; and

WHEREAS, the amount of the City's 2010 EECBG Entitlement Funds is Three Million Seven Hundred Seventeen Thousand Five Hundred Dollars (\$3,717,500); and

WHEREAS, the City, in the EECBG Strategy submitted to and approved by DOE, identified energy conservation activities as listed in Exhibit A, and the City desires to appropriate the EECBG Entitlement Funds for these needs.

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

SECTION ONE. The City's submission to the Department of Energy of the EECBG Strategy by the Board of Public Service, as authorized by the Mayor of the City of St. Louis acting on behalf of the City, is hereby ratified and approved.

SECTION TWO. There is hereby appropriated the sum of Three Million Seven Hundred Seventeen Thousand Five Hundred Dollars (\$3,717,500) of EECBG Entitlement Funds for the purposes described in Exhibit A attached hereto and incorporated herein by reference. The President of the Board of Public Service, the Director of Streets, Traffic and Refuse, and/or the Mayor are hereby authorized to make, negotiate and execute any and all contracts or other documents on behalf of the City, which are necessary to accept the EECBG Entitlement Funds and carry out the City's EECBG Strategy as approved by DOE, and to expend said funds for the purposes and in the amounts specified in Exhibit A attached hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon. The President of the Board of Public Service, the Director of Streets, Traffic and Refuse, and the Mayor are authorized, with the approval of the Board of Estimate and Apportionment and in accordance with applicable DOE regulations and approvals, to transfer funds among the purposes specified in Exhibit A attached hereto and to expend program income, if any, associated with such expenditures for the purposes listed in Exhibit A with the approval of the Board of Estimate and Apportionment and in accordance with applicable DOE regulations and approvals.

SECTION THREE. This being an ordinance necessary for the immediate preservation of the public peace, health and safety and making appropriations for the payment of current expenses of the City government, an emergency is hereby declared to exist within the meaning of Section 20, Article IV, of the Charter and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT ("EECBG")		
YEAR 1 BUDGET		
STRATEGY/ACTIVITY/OPERATING AGENCY	TOTAL AMOUNT	EECBG AMOUNT
<i>Reduce City Government Greenhouse Gas Emissions/Energy Consumption:</i>		
City Building Energy Audits Board of Public Service	\$345,000	\$345,000
Street Light Upgrade to LEDs Department of Streets, Traffic and Refuse	\$280,000	\$280,000
City Hall Building Retrofits Board of Public Service	\$990,000	\$990,000
Carnahan Courts Building Retrofits Board of Public Service	\$1,437,500	\$1,437,500
Greenhouse Gas Inventory Mayor's Office	\$70,000	\$70,000
<i>Reduce Energy Consumption By/Due to Activities of City Residents/Businesses:</i>		
Compact Fluorescent Light Bulb Distribution to Low-Income Residents Mayor's Office/Department of Human Services/Non-Profit Agencies	\$200,000	\$200,000
Innovative Financing Techniques for Energy Retrofits Mayor's Office/Comptroller's Office	\$95,000	\$95,000
<i>Reduce Energy Consumption in Transportation by Promoting Alternative Modes:</i>		
Public Commuter Bike Station Cycling Initiative Department of Streets, Traffic & Refuse/Downtown Saint Louis Foundation Inc.	\$225,000	\$225,000
<i>Program Administration:</i>		
Administration Mayor's Office	\$75,000	\$75,000
TOTAL BUDGET:	\$3,717,500	\$3,717,500

Approved: June 22, 2010

ORDINANCE #68666
Board Bill No. 60

An ordinance authorizing and directing the St. Louis Municipal Finance Corporation (the "Corporation") to execute and deliver a Second Supplemental Indenture of Trust (the "Second Supplemental Indenture") relating to its Carnahan Courthouse Leasehold Revenue Refunding Bonds, Series 2006A (City of St. Louis, Missouri, Lessee) (the "Series 2006A Bonds") for the general welfare, safety and benefit of the citizens of the City of St. Louis, Missouri (the "City"); authorizing and directing the Mayor, Comptroller or other appropriate City official, if necessary, to execute a consent thereto and the taking of further actions with respect thereto; authorizing the payment of certain costs relating to the execution of such Second Supplemental Indenture; authorizing and directing the taking of other actions, and the approval and execution of other documents, as necessary or desirable, to carry out and comply with the intent hereof; and repealing 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 of the Series 2002A Bonds by the Corporation pursuant to an Indenture of Trust between the Corporation and UMB Bank, N.A., as trustee (the "Trustee"), dated as of April 1, 2002 (as amended and supplemented the "Indenture"), to finance the cost of the acquisition of real and personal property, and the construction, renovation, equipping and installing of furnishings and equipment for the Carnahan Courthouse, out of the net proceeds of the Series 2002A Bonds, all pursuant to a structure providing for a conveyance by the City to the Corporation of a leasehold interest in the Property, as defined in the Indenture, and the leasing of such Property from the Corporation under the Lease Agreement, as defined in the Indenture, providing for the payment, subject to annual appropriation, by the City of certain amounts necessary to pay principal of and interest on the Series 2002A Bonds, but only if and to the extent annually appropriated by the Board of Aldermen of the City;

WHEREAS, the Corporation previously refunded the Series 2002A Bonds through the issuance of its Carnahan Courthouse Leasehold Refund Bonds, Series 2006A (City of St. Louis, Missouri, Lessee) (the "Series 2006A Bonds") issued in the original aggregate principal amount of \$23,725,000;

WHEREAS, the City and the Corporation have determined that it is necessary and desirable to amend certain provision of the Indenture as herein provided;

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

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

"Board of Aldermen" means the Board of Aldermen of the City.

"Carnahan Courthouse" means the Carnahan Courthouse constructed and renovated on the real property described on Schedule I to the Lease Agreement and situated in the City, and any other real or personal property hereafter acquired by the Corporation and leased by the Corporation to the City pursuant to any supplemental Lease Agreement with respect to the Carnahan Courthouse and appurtenant easements, rights-of-way, improvements, paving and personal property necessary, convenient and appurtenant thereto, and any modifications, alterations or changes in, on or to the foregoing or any repairs thereto or thereof.

"City" means The City of St. Louis, Missouri.

"Corporation" means the St. Louis Municipal Finance Corporation, a corporation organized under the Missouri Nonprofit Corporation Act, or such other suitable municipal financing corporation as may be approved to serve as the Corporation for the financing authorized by this Ordinance.

"Second Supplemental Indenture" means the Second Supplemental Indenture of Trust between the Corporation and the Trustee, in substantially the form attached hereto as Exhibit A.

"First Supplemental Lease Agreement" means the First Supplemental Lease Purchase Agreement between the Corporation and the City, dated as of October 1, 2006.

"Indenture" means the Indenture of Trust, dated as of April 1, 2002, as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture and any additional supplemental indentures.

"Series 2006A Bonds" means the Corporation's Carnahan Courthouse Leasehold Revenue Refunding Bonds, Series 2006A

(City of St. Louis, Missouri, Lessee).

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

- (a) to authorize and direct the Corporation to amend the Indenture as provided in the Second Supplemental Indenture, and
- (b) to pay reasonable expenses incurred by the Corporation and the City in connection with the execution and delivery of such Second Supplemental Indenture.

Section 3. Authority and Direction to Execute and Deliver Certain Corporation Documents. In connection with the amendment of the Indenture, the City hereby authorizes and directs the Corporation to execute and deliver the Second Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, in such forms as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the Corporation's approval thereof.

Section 4. Authorization with Respect to Execution and Delivery of City Documents. The Mayor or Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver its consent to the Second Supplemental Indenture and such other documents, certificates and instruments as may be necessary or desirable to facilitate the execution and delivery thereof and to carry out and comply with the intent of this Ordinance in substantially such forms, not inconsistent with the provisions of this Ordinance, as the Mayor or Comptroller shall approve and which the City Counselor shall approve as to form, and the signature of the Mayor or the Comptroller shall be conclusive as to his or her approval of such changes or modifications by the City.

Section 5. Further Authority. The City and the Mayor, Comptroller, Treasurer (as to permitted investments only) and other appropriate officers, agents and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents.

Section 11. 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 6. Repeal of Inconsistent Ordinances. Any Ordinance inconsistent with the terms hereof is hereby repealed, but only to the extent of such inconsistency.

EXHIBIT A

SECOND SUPPLEMENTAL INDENTURE OF TRUST

SECOND SUPPLEMENTAL INDENTURE OF TRUST

by and between

ST. LOUIS MUNICIPAL FINANCE CORPORATION

and

UMB BANK, N.A.,

as Trustee

DATED AS OF JUNE 1, 2010

CARNAHAN COURTHOUSE
LEASEHOLD REVENUE REFUNDING BONDS,
SERIES 2006A
(CITY OF ST. LOUIS, MISSOURI, LESSEE)

SECOND SUPPLEMENTAL INDENTURE OF TRUST

This SECOND SUPPLEMENTAL INDENTURE OF TRUST (this “*Second Supplemental Indenture*”), made and entered into as of May 1, 2010, by and between ST. LOUIS MUNICIPAL FINANCE CORPORATION, a nonprofit corporation duly organized and existing under the Missouri Nonprofit Corporation Act (the “*Corporation*”), and UMB BANK, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and having its principal corporate trust office located in the City of Kansas City, Missouri, as trustee (the “*Trustee*”),

WITNESSETH:

WHEREAS, the Corporation and the Trustee have entered into that certain Indenture of Trust dated as of April 1, 2002 (the “*Original Indenture*”); and

WHEREAS, pursuant to the Original Indenture, the Corporation issued its Carnahan Courthouse Leasehold Revenue Bonds, Series 2002A, dated as of April 1, 2002 (the “*Series 2002A Bonds*”) in an aggregate principal amount of \$21,750,000, to finance, among other things, the acquisition and construction of the Carnahan Courthouse; and

WHEREAS, the Corporation upon due authorization and direction by the City issued its Carnahan Courthouse Leasehold Revenue Refunding Bonds, Series 2006A (City of St. Louis, Missouri, Lessee) (the “*Series 2006A Bonds*”) in an aggregate principal amount of \$23,725,000 (i) to finance the refunding of the Series 2002A Bonds; (ii) to provide for a debt service reserve fund for the Series 2006A Bonds; and (iii) to pay costs of issuance of the Series 2006A Bonds pursuant to the terms of the First Supplemental Indenture, dated as of October 1, 2006 (the “*First Supplemental Indenture*” and collectively with the Original Indenture and this Second Supplemental Indenture, the “*Indenture*”); and

WHEREAS, the Indenture provides that it may be amended and supplemented

WHEREAS, the Corporation and the Board of Aldermen have approved, and the Credit Provider has consented to, the execution of this Second Supplemental Indenture to make the changes set forth herein, which in the sole determination of the Trustee do not materially adversely affect the Bondholders;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that in order to describe certain terms and details relating to the Series 2006A Bonds and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Corporation and the Trustee agree for the benefit of the Bondholders, as follows:

**ARTICLE I
DEFINITIONS**

Section 1. Definitions. Capitalized words and terms used but not defined herein shall have the same meanings as such terms are given in **Section 101** of the Original Indenture or the First Supplemental Indenture, as amended and supplemented. All words and terms used herein shall be construed as provided for in **Sections 101** and **102** of the Original Indenture, as amended and supplemented. In addition to words and terms defined in the Original Indenture, the capitalized terms used in this Second Supplemental Indenture shall have the following meanings:

“*Second Supplemental Indenture*” means this Second Supplemental Indenture, dated as of June 1, 2010.

“*Surplus Account*” means the account by that name created in Section 201(a) of this Second Supplemental Indenture.

Section 102. Authority for this Second Supplemental Indenture. This Second Supplemental Indenture is authorized pursuant to the provisions of and in accordance with **Article II** and **Article XI** of the Original Indenture.

**ARTICLE II
AMENDMENTS TO FIRST SUPPLEMENTAL INDENTURE**

Section 201. Creation and Ratification of Funds and Accounts. Section 402 of the First Supplemental Indenture is hereby deleted in its entirety and replace with the following language.

(a) There is hereby created and ordered to be established in the custody of the Trustee within the Bond Fund separate and distinct accounts to be designated the "Series 2006A Bond Account" and the "Surplus Account."

(b) There is hereby created and ordered to be established in the custody of the Trustee within the Costs of Issuance Fund a separate and distinct account to be designated the "Series 2006A Costs of Issuance Account."

The Debt Service Reserve Fund, the Project Fund and the Rebate Fund created by the Original Indenture are hereby ratified and confirmed.

Section 202. Section 502 of the First Supplemental Indenture is hereby deleted in its entirety and replaced with the following language.

Section 502. Application of Funds with Respect to the Bond Fund. In addition to the initial deposit pursuant to **Section 403** hereof, the Trustee shall deposit into the Series 2006A Bond Account (a) all amounts to be deposited in the Series 2006A Bond Account pursuant to **Section 4.1** and **Section 4.2** of the Lease Agreement corresponding to the payments of principal of, interest and redemption premium, if any, on the Series 2006A Bonds; (b) all interest and other income derived from the investments of funds on deposit in the Series 2006A Bond Account; (c) the pro-rata share allocable to the Series 2006A Bonds of any amounts on deposit in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement pursuant to **Section 505** and **Section 507** hereof; and (d) all other moneys received by the Trustee which the Trustee is directed to deposit in the Series 2006A Bond Account.

The Trustee shall notify the Corporation and the City in writing fifteen (15) days prior to each Interest Payment Date of (a) the moneys then available in the Series 2006A Bond Account to pay and principal of, and interest and premium, if any, on the Series 2006A Bonds becoming due on such upcoming Interest Payment Date, (b) the money then available in the Surplus Account to pay the principal of and interest and premium, if any, on the Series 2006A Bonds becoming due on such upcoming Interest Payment Date and (c) to the extent such moneys are insufficient to make such payment, the amount of such deficiency, which amount shall be required to be paid as Rentals pursuant to Section 4.1 of the Lease Agreement. The Trustee shall make such payment of any principal of, and interest and premium, if any, on the Series 2006A Bonds becoming due on such upcoming Interest Payment Date as follows:

FIRST, from the moneys available in the Series 2006A Bond Account as of the date of the notice required above:

SECOND, from moneys available in the Surplus Account of the Bond Fund as of the date of the notice required above.

THIRD, from Rentals required pursuant to Section 4.1 of the Lease Agreement; and

FOURTH, from moneys available in the Debt Service Reserve Fund.

Except as otherwise provided in the Indenture, funds on deposit in the Series 2006A Bond Account shall be used and applied solely to pay the principal of, and interest and redemption premium, if any, on the Series 2006A Bonds.

Section 203. Completion of the Project. Section 506 of the Original Indenture is hereby deleted in its entirety and replaced with the following language.

Section 506. Completion of the Project. The completion of the Project and the payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the City Representative required by the provisions of Section 5.7 of the Lease Agreement setting out the Completion Date. Any moneys remaining in the Project Fund up at the time of the Completion Date for the Project shall be transferred as follows: (1) \$1,133,781.25 to the Series 2006A Bond Account of the Bond Fund and (2) any balance in excess of the amount in (1) shall be transferred to the Surplus Account of the Bond Fund and used without further authorization to pay future installments of principal and interest on the Bonds or, at the City's written direction, redeem Series 2006A Bonds on the next succeeding optional redemption date.

ARTICLE III MISCELLANEOUS

Section 301. **Execution in Counterparts.** This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 302. **Original Indenture in Effect.** Except as expressly amended and supplemented by this Second Supplemental Indenture, the Original Indenture as amended by the First Supplemental Indenture shall remain in full force and effect,

without impairment or modification.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the St. Louis Municipal Finance Corporation has caused this Second Supplemental Indenture to be signed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day first above written.

ST. LOUIS MUNICIPAL FINANCE CORPORATION

By: _____
Candice T. Gordon, Acting President

(SEAL)

ATTEST:

Stephen J. Kovac, Secretary

IN WITNESS WHEREOF, to evidence its acceptance of the trust hereby created, UMB Bank, N.A. has caused this First Supplemental Indenture to be signed in its name and on its behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by one of its duly authorized officers, all as of the day first above written.

UMB BANK N.A., as Trustee

By: _____
Brian P. Krippner, Vice President

(SEAL)

ATTEST:

Linda Krull, Assistant Secretary

CONSENT OF THE CITY OF ST. LOUIS

Pursuant to **Section 1101** of the Original Indenture, the Board of Aldermen of The City of St. Louis, Missouri, has approved the amendments contained in this Second Supplemental Indenture and has waived any notices of proposed amendments as required in Article XI of the Indenture.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

CONSENT OF THE BOND INSURER

Pursuant to Section 1101 of the Original Indenture, Ambac Assurance Corporation, in its capacity as Credit Provider for the Series 2006A Bonds, hereby consents to the amendments to the First Supplemental Indenture contained in this Second Supplemental Indenture.

AMBAC ASSURANCE CORPORATION

By: _____
Name: _____
Title: _____

Approved: June 22, 2010