ORDINANCE #68838
Board Bill No. 263

An ordinance ratifying the actions of the Board of Public Service, on behalf of the City of St. Louis (hereinafter, “City”) in entering into an Agreement with the Missouri Highways and Transportation Commission (hereinafter, “Commission”) for the Commission to provide, without cost to the City, various highway infrastructure improvements and associated City road modifications around Route I-70 to serve requirements of local and through traffic in conjunction with the construction of the New Mississippi River Bridge.

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

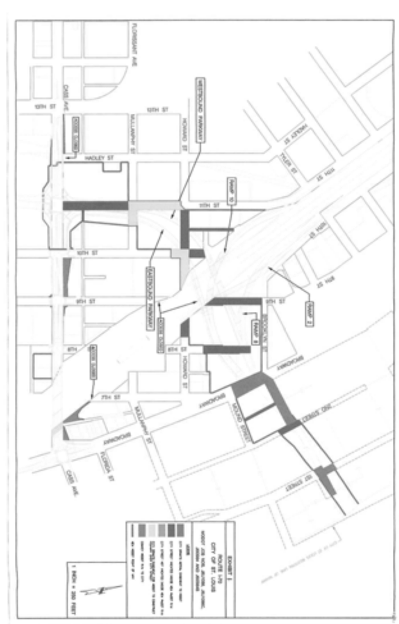
SECTION ONE. The actions of the Board of Public Service are hereby ratified, on behalf of the City of St. Louis, to enter into an Agreement with the Commission to provide, without cost to the City, various highway infrastructure public improvements around Route I-70 in conjunction with the construction of the New Mississippi River Bridge in substantially the form attached hereto and incorporated by reference herein as Exhibit 1.

SECTION TWO. The City and Commission shall vacate streets, grant easements, transfer ownership of property, close streets, and modify roadways around Route I-70 as defined in Exhibit 1 to support the construction of the New Mississippi River Bridge and associated roadway system.

SECTION THREE. The City and Commission shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of City of St. Louis Water Division facilities located on public right-of-way or private easements as necessary for construction of the New Mississippi Bridge and associated infrastructure improvements as described in Exhibit 1.

SECTION FOUR. The Commission shall install, operate, and maintain lighting, traffic control devices, drainage facilities, and other applicable work and facilities as described in Exhibit 1 to support the construction of the New Mississippi River Bridge and associated infrastructure improvements.

SECTION FIVE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an emergency 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: February 3, 2011

ORDINANCE #68839
Board Bill No. 265

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 Kingshighway Boulevard Bridge over the Union Pacific Railroad involving the reconstruction of the bridge and associated roadway improvements on Kingshighway Boulevard from Interstate 44 to Vandeventer Avenue (the "Kingshighway Bridge Reconstruction Over Union Pacific 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 Planning, Engineering Design, and Property Acquisition for the Kingshighway Bridge Reconstruction Over Union Pacific Project, authorizing the Board of Public Service to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights and interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise), as necessary for completion of the Kingshighway Bridge Reconstruction Over Union Pacific Project, and to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies for the Kingshighway Bridge Reconstruction Over Union Pacific 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; contractor's compliance with the provisions of Sections 285.525 thru 285.550 of the Revised Statutes of Missouri, as amended, by requiring enrollment and participation in a federal work authorization program and no knowing employment of unauthorized aliens; contractor's compliance with the provisions of Section 292.675 of the Revised Statutes of Missouri, as amended, by providing a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees; contractor's compliance with the provisions of Section 34.057 of the Revised Statutes of Missouri, as amended, (Prompt Payment/Retainage), as applicable; requiring all advertisements for bids pursuant to this Ordinance be subject to the provisions of Section 8.250 of the Revised Statutes of Missouri., as amended; and appropriating the total estimated cost of the Kingshighway Bridge Reconstruction Over Union Pacific Project of Three Million, Five Hundred Thousand Dollars ($3,500,000.00) from various sources including the Federal Highway Administration Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and the Union Pacific Railroad Company; 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 Kingshighway Boulevard Bridge over the Union Pacific Railroad involving the reconstruction of the bridge and associated roadway improvements on Kingshighway Boulevard from Interstate 44 to Vandeventer Avenue (the "Kingshighway Bridge Reconstruction Over Union Pacific 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 Planning, Engineering Design, and Property Acquisition for the Kingshighway Bridge Reconstruction Over Union Pacific Project, to employ labor and consultants, pay salaries, fees and wages, acquire any and all said real and personal property rights or interests, in whole or in part, including easements (by lease, purchase, eminent domain, condemnation, or otherwise) as necessary for the completion of the Kingshighway Bridge Reconstruction Over Union Pacific Project, to enter into supplemental agreements with the Missouri Highway and Transportation Commission, Federal Highway Administration, utilities, railroads, and other governmental agencies, all in accordance with the federal Transportation Equity Act for the 21st Century (23 U.S.C. 110, et seq.), with any contracts containing sections for: description of the work, material guarantees, estimated expenditure allocations, fund reversion authorization, applicable federal and state wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, and contract advertising statutes.

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

SECTION FOUR. All construction contracts let under authority of this Ordinance shall provide that no less than the prevailing hourly rate of wages in the City, as determined in accordance with the Federal Davis-Bacon Act and by the Department of Labor and Industrial Relations of the State of Missouri (Sections 290.210 through 290.340 RSMo. 2000, as amended,) for each craft or type of work needed in the actual labor on the jobs herein authorized, as well as the general prevailing rate of pay for legal holidays and overtime work shall be paid to all workers on the Kingshighway Bridge Reconstruction Over Union Pacific 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. All contracts let in connection with the construction provided for herein shall require contractor's enrollment and participation in a federal work authorization program and an affirmation that contractor does not knowingly employ unauthorized alien employees pursuant to Sections 285.525 thru 285.550 of the Revised Statutes of Missouri, as amended, require contractor provide a ten-hour Occupational Safety and Health Administration construction safety program for their on-site employees as required by the provisions of Section 292.675 of the Revised Statutes of Missouri, as amended, and, as applicable, require the contractor(s) to comply with the provisions of Section 34.057 of the Revised Statutes of Missouri, as amended (Prompt Payment/Retainage).

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 of the Revised Statutes of Missouri, as amended.

SECTION SEVEN. The total estimated cost of the Planning, Engineering Design, and Property Acquisition for the Kingshighway Bridge Reconstruction Over Union Pacific Project is Three Million, Five Hundred Thousand Dollars ($3,500,000.00) of which the federal share is Two Million, Eight Hundred Thousand Dollars ($2,800,000.00) 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 Seven Hundred Thousand Dollars ($700,000.00) to be provided by the Union Pacific Railroad Company through the execution of a Cooperative Agreement. Additional funding and subsequent Ordinances will be required to complete the design, construction, and obtain any additional needed property to implement the Kingshighway Bridge Reconstruction Over Union Pacific Project. The estimated total cost of the Kingshighway Bridge Reconstruction Over Union Pacific Project is Twenty-two Million Dollars ($22,000,000.00). 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 Kingshighway Bridge Reconstruction Over Union Pacific 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: February 3, 2011

ORDINANCE #68840
Board Bill No. 267

An ordinance repealing Section Three of Ordinance 68595 pertaining to the issuance of any package or drink liquor licenses for premises within the boundaries of the Twenty-Fourth Ward Liquor Control District and in lieu thereof containing an exception allowing, during the moratorium period, for the transfer of existing licenses, under certain circumstances, the issuance of a drink license to persons operating a restaurant at a previously non-licensed premises, and allowing package liquor at a certain location; and containing an emergency clause

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

SECTION ONE. Section Three of Ordinance 68595 is hereby repealed and in lieu thereof a new section is enacted to read as follows:

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

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

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of Ordinance 68536; and

(2) Issue a drink license for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, as such term is defined in Ordinance 68536.

(3) Approve the renewal of an existing license under the provisions of Ordinance 68536.

(4) Issue a package license for any premises within the following area: Beginning at the west curb line of Hampton Avenue at the intersection of Hampton Avenue and Fyler Avenue, thence north along Hampton Avenue to its intersection with Scanlan Avenue; thence east to the east curb line of Hampton Avenue at the intersection of Hampton Avenue and Scanlan Avenue; thence south along Hampton Avenue to its intersection with Fyler Avenue; thence west to the point of beginning.

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

Approved: February 3, 2011

ORDINANCE #68842
Board Bill No. 268

An ordinance repealing ordinance 68295 and enacting a new ordinance confirming the prohibition of the issuance of any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Twentieth Ward Liquor Control District, as established herein, for a period of one year from the effective date hereof; containing exceptions allowing, during the period, for the transfer of existing licenses, under certain circumstances; or the issuance of a drink license (no package) to persons operating a restaurant with at least 50% food sales at a previously non-licensed premises; or the issuance of a drink license(no package) to persons operating a premises with a Cherokee Street address from the west curbline of Iowa Avenue to the east curbline of Nebraska Avenue; or to persons who on the effective date of this ordinance operated a bar for at least three (3) years in compliance with excise laws and continues to operate with at least 20% food sales, thereafter; and containing a severability and emergency clause.

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

SECTION ONE. ORDINANCE 68295 IS REPEALED AND REPLACED.

Ordinance 69295 is repealed and a new ordinance confirming the prohibition of the issuance any package or drink liquor licenses for any currently non-licensed premises within the boundaries of the Twentieth Ward Liquor Control District is enacted for a period of one year from the effective date of this ordinance with exceptions as below set forth.

SECTION TWO. LEGISLATIVE FINDINGS.

The existence of alcoholic beverage establishments appears to contribute directly to numerous peace, health, safety and general welfare problems. The existence of such problems creates serious impacts on the health, safety and welfare of residents of single- and multiple-family residences within the district. In order to preserve the residential character and the neighborhood-serving commercial uses of the area, there shall be liquor control requirements on the issuance of new liquor licenses within the 20th ward, more specifically defined with the following boundaries: beginning at the intersection of the centerlines of S. Broadway and Interstate 55, and proceeding along the centerlines in a generally clockwise direction south to Kosciusko St., north to Winnebago St., west to Marine Ave., south to Chippewa St., west to Missouri Ave., south to Keokuk St., west to S. Broadway, north on S. Broadway to

Jefferson Ave., north to Chippewa St., west to Ohio Ave., south to Keokuk St., west to California Ave., north to Chippewa St., west to Oregon Ave., south to Osage St., east to California Ave., south to Gasconade St., west to Pennsylvania Ave., south to Meramec St., west to Michigan Ave., north to Gasconade St., west to Louisiana Ave., north to Osage St., west to S. Grand Blvd., north to Alberta St., east to Arkansas Ave., north to Chippewa St., east to Tennessee Ave., north to Potomac St., east to Louisiana Ave., north to Gravois Ave., east to Virginia Ave., south to Utah St., east to Compton Ave., north to Gravois Ave., northeast to Juniata St., east to Minnesota Ave., south to Utah St., east to Pennsylvania Ave., south to Cherokee St., east to Nebraska Ave., north to Wyoming St., east to Oregon Ave., north to Juniata St., east to California Ave., south to Wyoming St., east to Texas Ave., south to Utah St., west to Ohio Ave., south to Cherokee St., west to Iowa Ave., south to Miami St., east to Ohio St., north to Potomac St., east to Indiana Ave., south to Miami St., east to S. Broadway, northeast to Salena St., south to Miami St., east to Cleon St., northeast to President St., southeast to Second St., northeast to Potomac St., northwest to S. Broadway St., northeast to the point of beginning. Such area shall be known as the Twentieth Ward Liquor Control Area.

SECTION THREE. PROHIBITIONS ON ISSUANCE OF PACKAGE OR DRINK LIQUOR LICENSES.

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

SECTION FOUR. EXCEPTIONS UNDER WHICH DRINK LIQUOR LICENSES ONLY (NO PACKAGE LIQUOR) MAY BE ISSUED.

Notwithstanding the provisions of Section Three of this Ordinance, the Excise Commissioner shall have authority to:

(1) Approve transfer of an existing license to another premises within the petition circle of the currently licensed premises, pursuant to the provisions of subsection (B) of section 14.06.330 of Ordinance 61289;

(2) Issue a drink license only (no package liquor) for a premises, not licensed as of the effective date of this Ordinance, which currently is or will be, upon opening, operated as a restaurant, where at least fifty percent (50%) of the gross income is derived from the sale of food consumed on the premises of the establishment or which has an annual gross income of at least two hundred seventy-five thousand dollars ($275,000) from the sale of prepared meals or food consumed on such premises (Revised Code of the City of St. Louis section 14.01.390 of Ordinance 61289);

(3) Issue a drink license only (no package liquor) in an area with a Cherokee Street address from the west curbline of Iowa Avenue to the east curbline of Nebraska Avenue; and

(4) Renew an existing drink license only (no package liquor) for a premises in existence on the effective date of this ordinance, licensed for at least three (3) years to serve alcohol, which has been in compliance with the excise laws of the City of St. Louis during that entire three (3) year time period, and continues to operate with at least twenty percent (20%) of the gross income derived from the sale of food consumed on the premises, thereafter.

SECTION FIVE. SEVERABILITY CLAUSE.

If any provision, clause, sentence, paragraph or word of this ordinance or the application thereof to any person, entity or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION SIX. 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: February 3, 2011

ORDINANCE #68842
Board Bill No. 233

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and

in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Ms. Bristol Crawford, certain City-owned property located in City Block 1745, which property is known as 3716 Vest, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto, to remise, release and forever quit-claim unto Ms. Bristol Crawford, certain City-owned property located in City Block 1745, which property is known as 3716 Vest, and which is more fully described in said Exhibit A.

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

QUIT CLAIM DEED

THIS DEED made and entered into this _____ day of _____ 2010, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri 63103, (Grantor), and Ms. Bristol Crawford, whose address is 3718 Vest, St. Louis, Missouri, (Grantee).

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

See Exhibit A attached hereto and incorporated into this deed.

Subject to restrictions, covenants, and easements of record.

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

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

THE CITY OF SAINT LOUIS
(Grantor)

BY: _____
Francis G. Slay
Mayor

BY: _____
Darlene Green
Comptroller

BRISTOL CRAWFORD
(Grantee)

By: _____
Bristol Crawford

Approved as to form:

_____
Stephen J. Kovac
Deputy City Counselor

Attest:

_____
Parrie L. May

City Register

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

On this _____ day of _____ 2010, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance 67889 and acknowledge said instrument to be the free act and deed of the City of Saint Louis.

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

_____
Notary Public

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

On this _____ day of _____ 2010, before me appeared Ms. Bristol Crawford , to me personally known, who being by me duly sworn did say that she is authorized to execute this Quit-Claim Deed , and acknowledged that she executed said instrument as her free act and deed.

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

_____
Notary Public

Exhibit A

Property Description:

A tract of land being all of Lot S – 23, N- 24 in City Block 1745, Huchlens addn measuring 20 ft by 127ft 6 in. known as 3716 Vest.

Approved: February 8, 2011

ORDINANCE #68843
Board Bill No. 270

An ordinance recommended by the Board of Public Service authorizing the 2011 St. Louis Works and the 50/50 Sidewalk Programs City Wide providing for the construction and reconstruction of gutters, streets, driveways, spot curbs, sidewalks, alleys, traffic controls, beautification, tree planting, resurfacing and related engineering adjustments listed herein, appropriating $4,800,000.00 from the Street Improvement Fund; containing sections for description of the work, approval of plans and specifications, work and material guarantees, estimated costs from City funds and supplemental agreements and reversion authorizations, applicable state and federal wage rate requirements, equal opportunity provisions, the Mayor's Executive Orders, contract advertising statutes, and a public work emergency clause.

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

SECTION ONE. The Board of Public Service is hereby authorized to let contracts, employ and pay for labor, wages, consultants, equipment, computer programs and hardware, employees, supervision and otherwise provide for designing, constructing, reconstructing, replacing, beautifying, traffic controls, landscaping, paving, resurfacing, and related engineering adjustments to the streets, alleys and public rights-of-way in the twenty-eight wards of the City for the 2011 St. Louis Works and the 50/50 Sidewalk Programs as evidenced by Exhibit "A" attached hereto and on file in the City Register's Office.

SECTION TWO. There is hereby appropriated Four Million Eight Hundred Thousand Dollars ($4,800,000.00) which

is the aggregate estimated cost of the City's share of the Public Work authorized herein, from funds set aside and placed to the credit of the Street Improvement Fund established by Ordinance 55852, approved March 3l, 1971 and Ordinance 55964, 55965, and 55966, approved July 1, 1971 and any other subsequent ordinance, as amended and the Comptroller is authorized to draw warrants, accept gifts, make payments from the general fund and the Street Improvement Funds as they become available throughout the year to pay any portion of the cost of the labor, contracts, materials, equipment, computer programs, and public improvements contained and authorized herein by this St. Louis Works Construction Ordinance.

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

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

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

SECTION SIX. Any revenue received by the City from the 50/50 Sidewalk Program, gifts or cooperation agreements shall be deposited to the credit of the individual wards, as established in Ordinance 62206.

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

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

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

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

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

Saint Louis Work's 2011

PAGE 1

To Alderman: C.Q.Troupe — **Ward 1** — * — **Funding**

Comments	Street	From	To	COST
	LEE AVE	SHREVE AVE	EUCLID AVE	**$32,700**
S/W 18	NORTHLAND AVE	EUCLID AVE	KINGSHIGHWAY	**$8,000**
50 / 50	**Side Walk Program**	**Various Location's**		**$39,300**
				$80,000

To Alderwoman: D.Flowers — **Ward 2** — *

Comments	Street	From	To	COST
	HallsFerry	Hallsferry Circle	Veronica	**$54,200**
	HallsFerry	Veronica	McLaran	**$25,800**
				$80,000

To Alderman: F.Bosley — **Ward 3** — *

Comments	Street	From	To	COST
	Prairie	**Florissant**	**Blair**	$ 68,800
Alley	***Bounded on the North By***	***Bounded on the East By***	***Bounded on the west By***	
ALD REQ Pro	*FLORISSANT*	*LINTON*	*COLLEGE*	$ 11,200
				$ 80,000

To Alderman: S.Moore — **Ward 4** — *

Comments	Street	From	To	COST
	Dick Gregory	North Market	M.L.King	$52,600
	Walton	Page	M.L.King	$27,400
				$80,000

To Alderwoman: A.F.Griffin — **Ward 5** — *

Comments	Street	From	To	COST
Ald req 8 23 10	MaidenLane	Hogan	19th	$12,400
Ald req 10 04 10	1314 Warren	13th	14th	$10,900
Ald req 11 09 11	3800 lincoln	Vandeventer	Prairie	$22,800
Ald req 11 09 11	Lincoln	Prairie	Spring	$17,500
Ald req 12 08 11	LUCAS AVE	TUCKER BLVD	Fourteenth	$16,400
				$80,000

To Alderwoman: K.C.Triplett — **Ward 6** — *

Comments	Street	From	To	COST
S/W 9	**ARSENAL**	**COMPTON**	**GRAVOIS**	$15,100
	RUTGER	MISSISSIPPI	W / TO DEAD END	$10,500
	HICKORY ST	DOLMAN ST	EIGHTEENTH ST	$7,900
	HICKORY ST	EIGHTEENTH ST	MISSISSIPPI AVE	$18,500
	HICKORY ST	MISSISSIPPI AVE	MCKAY PL	$28,000
				$80,000

To Alderwoman: P.Young — **Ward 7** — *

Comments	Street	From	To	COST
REQ	WALNUT	4TH	3RD	$15,400
REQ	MARKET	4TH	3RD	$8,900
	Convent	3rd	Broadway	$8,800
	Ohio	Russell	Geyer	$18,400
	18th	Sidney	Barton	$19,600
	13th	Chouteau	Papin	$8,900
				$80,000

To Alderman: S. Conway — **Ward 8**

Comments	Street	From	To	COST
	FLAD AVE	ALFRED AVE	VANDEVENTER	$19,000
	MAGNOLIA AVE	KINGSHIGHWAY	HEREFORD ST	$35,300
	MAURY AVE	FLORA AVE	CASTLEMAN AVE	$12,000
	RUSSELL BLVD	ALFRED AVE	VANDEVENTER	$13,700
				$80,000

To Alderman: K. Ortmann — **Ward 9** — *

Comments	Street	From	To	COST	
S/W 6	**ARSENAL**	**COMPTON**	**GRAVOIS**	$15,100	PER WARD
	MERAMEC ST	BROADWAY ST	PENNSYLVANIA AVE	$55,100	
S/W 20	MERAMEC ST	PENNSYLVANIA AVE	MINNESOTA AVE	$5,000	PER WARD
	CAVE ST	BROADWAY ST	SEVENTH ST	$4,800	
				$80,000	

To Alderman: J. Vollmer — **Ward 10**

Comments	Street	From	To	COST
	SUBLETTE AVE	COLUMBIA AVE	SHAW AVE	$60,000
	DOGAN	SUBLETTE	JANUARY	$20,000
				$80,000

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To Alderman: M. Villa **Ward 11**

Comments	Street	From	To	COST
	COURTOIS ST	IVORY AVE	ALABAMA AVE	$14,100
	COURTOIS ST	DEADEND	ALASKA AVE	$9,200
	HAVEN ST	IDAHO AVE	I-55	$2,000
	ZELLIE	DIDIER	DEADEND	$3,200
	KRAUSS ST	BROADWAY ST	VIRGINIA AVE	$36,200
	MICHIGAN AVE	ESPENSCHIED ST	DEADEND	$7,100
	POLK ST	DAVIS ST	DEADEND	$8,200
				$80,000

To Alderman: F. Heitert **Ward 12**

Comments	Street	From	To	COST
	SALZBURGER AVE	QUINCY ST	LOUGHBOROUGH AVE	$ 11,200
	Parkwood	Tonges	Loughborough	$ 31,500
	French Ct	3930 French Ct	Hurst	$ 25,000
CHIP & SEAL	***Street***	***From***	***To***	
	WEBER RD	UNION RD	RIVER CITY BLVD	$ 12,300
				$ 80,000

To Alderman: F. Wessels **Ward 13**

Comments	Street	From	To	COST
	DEWEY AVE	WILMINGTON AVE	DOVER PL	$7,400
	EICHELBERGER ST	ALABAMA AVE	ALASKA AVE	$18,100
	IDAHO AVE	WALSH ST	DELOR ST	$14,200
REQUEST	37th	DELOR	BATES	$40,300
				$80,000

To Alderwoman: CAROL HOWARD **Ward 14**

Comments	Street	From	To	COST
	ITASKA DR	BRANNON AVE	MACKLIND AVE	**$21,000**
	RAY AVE	DELOR ST	TAFT AVE	**$38,100**
	TAFT AVE	NEWPORT AVE	GRAVOIS AVE	**$20,900**
				$80,000

To Alderwoman: J. Florida **Ward 15**

Comments	Street	From	To	COST
	ALBERTA ST	GRAND BLVD	GILES AVE	$20,500
	KEOKUK ST	ARKANSAS AVE	GILES AVE	$34,300
	LIERMANN AVE	GRAND AVE	GILES AVE	$25,200
				$80,000

To Alderwoman: D. Baringer **Ward 16**

Comments	Street	From	To	COST
	LORAN AVE	HAMPTON AVE	TAMM AVE	**$45,200**
	LORAN AVE	DONOVAN AVE	JAMIESON AVE	**$13,000**
	SULPHUR AVE	WINONA AVE	CHIPPEWA ST	**$10,000**
	TAMM AVE	NOTTINGHAM	MURDOCH AVE	**$11,800**
				$80,000

To Alderman: J.Roddy **Ward17**

Comments	Street	From	To	COST
	BOYLE	LINDELL	FOREST PARK	**$45,000**
50 / 50	Side Walk Program	Various Location's		**$35,000**
				$80,000

To Alderman: T. Kennedy **Ward 18**

Alley	*Bounded on the North By*	*Bounded on the East By*	*Bounded on the west By*	COST
per alderman	DELMAR	VANDAVENTER	SARAH	**$24,300**
per alderman	DELMAR	SARAH	WHITTIER	**$15,900**
per alderman	DELMAR Pro	TAYLOR	WALTON	**$17,200**
per alderman	ALDINE Pro	MARCUS	EUCLID to 4849Delmar	**$5,600**
per alderman	WASHINGTON	TAYLOR	WALTON	**$17,000**
				$80,000

To Alderwoman: M.Davis **Ward19**

Comments	Street	From	To	COST
	St.Vincent	**Compton**	**Louisiana**	**$20,000**
Cit.Req Real Bad	**Bell**	**Grand**	**Spring**	**$34,200**
Alley	*Bounded on the North By*	*Bounded on the East By*	*Bounded on the west By*	COST
ALD.Req Alley	***3300 PARK & ST.VINCENT***			**$25,800**
SEPT 30 2010				$80,000

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To Alderman: C. Schmidt Ward 20

Comments	Street	From	To	COST
S/W 9	KOSCIUSKO ST	CAHOKIA ST	CHIPPEWA ST	$4,200
S/W 9	KOSCIUSKO ST	CHIPPEWA ST	WINNEBAGO ST	$3,200
	WINNEBAGO ST	MARINE AVE	SALENA ST	$9,800
S/W 9	MERAMEC ST	PENNSYLVANIA AVE	MINNESOTA AVE	$5,000
S/W 25	MERAMEC ST	MINNESTOA AVE	MICHIGAN AVE	$4,800
S/W 25	MICHIGAN AVE	MERAMEC ST	GASCONADE ST	$10,000
Alley	*Bounded on the North By*	*Bounded on the East By*	*Bounded on the west By*	
PRO ALD REQ	*GASCONADE*	*PENNSYLVANIA*	*MINNESOTA*	$14,400
50 / 50	Side Walk Program	Various Location's		$28,600
				$80,000

To Alderman: A.French Ward 21

Comments	Street	From	To	COST
50 / 50	Side Walk Program	Various Location's		$80,000

To Alderman: J.Boyd Ward 22

Comments	Street	From	To	COST
	WELLS	BELT	GOODFELLOW	$70,000
	ELMBANK	ROWAN	HAMILTON	$10,000
				$80,000

To Alderman: J. Vaccaro Ward 23

Comments	Street	From	To	COST
	LANSDOWNE AVE	JAMIESON AVE	MCCAUSLAND AVE	$40,000
S/W 24	TAMM AVE	ODELL	MARMADUKE AVE	$4,900
Alley	*Bounded on the North By*	*Bounded on the East By*	*Bounded on the west By*	
FD	*Lindenwood*	*Praether*	*Wenzlick*	$13,500
	Mardel	*Tamm*	*Childress*	$8,900
	Oleatha	*Regal*	*January*	$8,000
50 / 50	Side Walk Program	Various Location's		$4,700
				$80,000

To Alderman: W.Waterhouse Ward 24

Comments	Street	From	To	COST
	DALE AVE	PIERCE	DEVLIN ST	$21,000
	TAMM AVE	SOUTHWEST AVE	ODELL	$24,000
S/W 23	TAMM AVE	ODELL	MARMADUKE AVE	$4,900
	EVELINE ST	KNOX AVE	HAMPTON AVE	$16,400
50 / 50	Side Walk Program	Various Location's		$13,700
				$80,000

To Alderman: S.Cohn Ward 25

Comments	Street	From	To	COST
S/W 15	MONTANA ST	GRAND BLVD	GILES AVE	$11,500 PER WARD
	MERAMEC	GRAND BLVD	MICHIGAN	$47,800
S/W 20	MERAMEC ST	MINNESTOA AVE	MICHIGAN AVE	$4,800 PER WARD
S/W 20	MICHIGAN AVE	MERAMEC ST	GASCONADE ST	$10,000 PER WARD
50 / 50	Side Walk Program	Various Location's		$5,900
				$80,000

To Alderman: Frank Williamson Ward 26

Comments	Street	From	To	COST
	WELLS	UNION	BELT AVE	$40,000
	CLARA AVE	MAPLE AVE	PAGE BLVD	$40,000
				$80,000

To Alderman: G.Carter Ward 27

Comments	Street	From	To	COST
	LAURA	Riverview	Mimika	$14,600
	LALITE	Goodfellow	City Limits	$13,000
	SHERRY	Mimika	City Limits	$32,400
	OXFORD	Goodfellow	Switzer	$20,000
				$80,000

To Alderwoman: Lyda Krewson Ward 28

Comments	Street	From	To	COST
	EUCLID AVE, N	LINDELL BLVD	WASHINGTON AVE	$75,900
Alley	*Bounded on the North By*	*Bounded on the East By*	*Bounded on the west By*	
FD REQ MRS.DUSOLD	*OAKLAND*	*Fairmount (Berthold)S*	*Grandview Maybe to1022*	$4,100
				$80,000

		01/04/11	Saint		Louis		Works	2011	Budget -	
			510	511	514	516	210	900	910	Acct. Total
Employees	5101	Personnel	117,000	67,880	766,000		43,966	62,000	276,692	1,333,538
	5112	Per - Performance	0	0	161,000		109,000	-	-	270,000
	5136	FICA	9,000	3,400	68,000		12,323	4,750	21,167	118,640
	5137	Health	17,500	8,313	60,500		-	5,900	29,046	121,259
	5138	Retirement	21,000	8,342	37,800		-	3,500	33,203	103,845
	5142	Life	544	213	2,200		-	-	991	3,948
	5144	Worker's Comp	0	1,100	-		-	-	3,320	0
	5172	Overtime	0	1,990	32,400		-	-	20,000	54,390
	5197	27th Pay								0
Office	5235		-		1,200		-	7,000	4,000	12,200
Safety	5237		-		4,000		-	1,000	5,000	10,000
Small Equip. / Tools	5238		-		23,330		-	-	2,000	25,330
Fleet	5239		-		16,500		-	-	218,400	234,900
Materials	5250									0
Materials	5252			0	1,740,000		-	4,000	-	1,744,000
Office & Computer	5335								5,400	5,400
Rental	5339		-		24,000		-	-	0	24,000
	5439		-		-		-	-	8,100	8,100
	5535		-		-		-	-	-	
Equipment	5539		-		0		70,000	-	10,000	80,000
	5635		-		-		-	2,000	7,750	9,750
	5636		-		-		-	1,000	-	1,000
Repairs	5639		-		20,000		-	3,000	108,000	131,000
	5645		-		-		-	-	2,200	2,200
	5646		-		-		-	1,000	-	1,000
	5652		500,000		-		-	-	-	500,000
	5654		-		-		-	-	-	
Professional Services	5659		-		-		-	5,500	-	5,500
		Division Totals	**665,044**	**91,238**	**2,956,930**	**0**	**235,289**	**100,650**	**755,269**	**$4,800,000**

Approved: February 8, 2011

ORDINANCE #68844
Board Bill No. 226

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate the 1900 block of Boardman Street as "Rigazzi's Place."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, the 1900 block of Boardman Street shall hereafter be honorarily designated as "Rigazzi's Place." The Director of Streets shall erect an honorary street-name sign at Boardman Street, which sign shall read "Rigazzi's Place."

Approved: February 8, 2011

ORDINANCE #68845
Board Bill No. 235

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 the remaining portion of Parkview beginning at Taylor and extending westwardly ≅ 209.5' ± 6.0' to a point previously vacated by Ordinance 65475 in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section l4 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:

A tract of land being part of Parkview Place, sixty feet wide, situated between City Blocks 3890 and 4781N of the City of St. Louis, Missouri, being more particularly described as follows:

> Beginning at the intersection of the southern line of Parkview Place and the western line of Taylor Avenue, said point being the northeastern corner of Lot B of the "Consolidation Plat Part of Lots 1-10, CB 4781S, Part of Lots 3, 4, 5, 16, 17 & 18 Block 4781N, Shield's Duncan Avenue Subdivision & Part of Children's Place" according to the plat thereof recorded in Book 02242006, Page 97 of the St. Louis City Records, thence along said southern line, north 75 degrees 00 minutes 45 seconds west, 215.58 feet to the southeastern corner of that part of Parkview Place vacated by City Ordinance No. 65475 and shown on the plat recorded in Plat Book 80, Page 13 of the St. Louis City Records; thence along the eastern line of said tract, north 14 degrees 59 minutes 15 seconds east, 59.97 feet to the southwestern corner of Lot 2A of the "Subdivision of Lot 2 of Forest West Subdivision", according to the plat thereof recorded in Book 06232009, Page 192 of the St. Louis City Records; thence along the southern line of Lot 2A, south 75 degrees 00 minutes 45 seconds east, 2053.50 feet to the southeastern corner thereof; thence south 03 degrees 35 minutes 49 seconds west, 61.17 feet to the point of beginning, containing 12,565 square feet (0.288 acres more or less).

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Saint Louis College of Pharmacy will use vacated area to consolidate property. The Water Division has a 12" water main with appurtenances in the area of the proposed vacation. The Water Division will require easements for its facilities in the area of the proposed vacation which will allow for uninhibited access to these facilities for the purposes of maintenance, repair and meter reading. No construction of any kind can occur on or over these easements without the prior review and approval of the Water Commissioner. Uninhibited access to the fire hydrant by the Fire Department will also be required.

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: February 8, 2011

ORDINANCE #68846
Board Bill No. 240
Committee Substitute

An ordinance pertaining to the collection of funds to assist in the City's efforts to support The BackStoppers Inc. **and Big Brothers Big Sisters of Eastern Missouri**; authorizing the Comptroller to establish "The BackStoppers, Inc. Fund" to help provide needed support and financial assistance to the spouses and children of all local and county police officers, firefighters, publicly-funded paramedics and EMTs and volunteer fire protection units, who have lost their lives performing their duty **and establish "The Big Brothers Big Sisters of Eastern Missouri Fund" to help provide a mentor for every child who wants and needs one**; directing the Collector of Revenue to transfer to the Comptroller any amount of money in excess of the amount due on any water bill, personal property or real estate tax bill in the City of St. Louis which is designated by any person, firm or corporation for the "The BackStoppers, Inc. Fund" program **and "The Big Brothers Big Sisters of Eastern Missouri Fund**" program; the depositing of "The BackStoppers, Inc. **and "The Big Brothers Big Sisters of Eastern Missouri Fund**" funds; and the use of "The BackStoppers, Inc. Fund" **and "The Big Brothers Big Sisters of Eastern Missouri Fund"** funds.

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

SECTION ONE. The BackStoppers, Inc. Fund **and The Big Brothers Big Sisters of Eastern Missouri Fund** established.

The Comptroller is authorized and directed to establish a fund to be designated as "The BackStoppers, Inc. Fund" to help provide needed support and financial assistance to the spouses and children of all local and county police officers, firefighters, publicly-funded paramedics and EMTs and volunteer fire protection units, who have lost their lives performing their duty. **The Comptroller is authorized and directed to establish a fund to be designated as "The Big Brothers Big Sisters of Eastern Missouri Fund" to help provide needed support and financial assistance to Big Brothers Big Sisters of Eastern Missouri to help provide a mentor for every child who wants and needs one**. All interest earned by the funds deposited in such special account shall be retained in the account to be appropriated according to provisions of this ordinance. All expenditures from such fund shall be appropriated in accordance with applicable law.

SECTION TWO. Excess payment disposition.

When any person, firm or corporation participating in "The BackStoppers, Inc. Fund" **or "The Big Brothers Big Sisters of Eastern Missouri Fund"** program pays an amount in excess of the amount due on any water bill, personal property or real estate tax bill the Collector of Revenue shall remit to the Comptroller the excess amount on a monthly basis.

SECTION THREE. Deposit in The BackStoppers, Inc. Fund **and The Big Brothers Big Sisters of Eastern Missouri Fund**.

The Comptroller, upon receipt of such excess payments designated for the "The BackStoppers, Inc. Fund" program remitted by the collector, shall place said receipted payments in the "The BackStoppers, Inc. Fund" established in Section One. **The Comptroller, upon receipt of such excess payments designated for the "The Big Brothers Big Sisters of Eastern Missouri Fund" program remitted by the collector, shall place said receipted payments in the "The Big Brothers Big Sisters of Eastern Missouri Fund" established in Section One**.

SECTION FOUR. Use of funds.

Funds maintained in "The BackStoppers, Inc. Fund" account shall only be used for purposes relating to the mission of The BackStoppers, Inc.

The BackStoppers, Inc.shall provide annually to all members of the Board of Aldermen a report detailing the use of funds provided by the "The BackStoppers, Inc. Fund."

Funds maintained in "The Big Brothers Big Sisters of Eastern Missouri Fund" account shall only be used for purposes relating to the mission of Big Brothers Big Sisters of Eastern Missouri.

Big Brothers Big Sisters of Eastern Missouri shall provide annually to all members of the Board of Aldermen a report detailing the use of funds provided by the "The Big Brothers Big Sisters of Eastern Missouri Fund."

Approved: February 8, 2011

ORDINANCE #68847
Board Bill No. 252

An ordinance pertaining to the Mechanical Code of the City of St. Louis, repealing Table 106.5.2 of Ordinance No. 68639, and enacting a new Table 106.5.2 in lieu thereof.

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

SECTION ONE: Ordinance No. 68639, approved April 21, 2010, is amended by repealing Table 106.5.2 of said Ordinance and a new Table 106.5.2 is hereby enacted, which shall read as follows:

Table 106.5.2		
Application Fee		**$25.00**
Amusement Rides, each		**$10.00**
Auto Lifts, each		**$80.00**
Boilers (except R-3) each		**$100.00**
Unfired Pressure Vessels, each		**$40.00**
Refrigeration/Air Conditioning:	Chillers, Condensing Units, Self-Contained Walk-In Coolers/Freezers, Etc. each	
	Less than 15 Tons	**$60.00**
	15 Tons and Over	**$85.00 (Plus $1.00 per Ton)**
Cooling Towers, each		**$200.00**
Ventilation Systems:	Air Handling Unites, Package Units, Make Up Air Units Fan Coil Units, Fan Terminal Units, Return Air Fans, Furnaces, etc., each	
	200 cfm to 2000 cfm	**$80.00**
	2001 cfm to 5000 cfm	**$140.00**
	5001 cfm and over	**$180.00**
Duct:	**Supply, Return and Exhaust, each**	**$20.00**
Air Terminal Units:	Fire Dampers, Smoke Dampers, Fire/Smoke Dampers, Radiant Dampers, Variable Air Volume, etc., each	**$40.00 1st ($10.00 each additional)**
Exhaust Fans, each		
	200 cfm to 2000 cfm	**$80.00**
	2001 cfm to 5000 cfm	**$140.00**
	5001 cfm and over	**$180.00**
Exhaust/Fume Hoods		**$40.00**
Smoke Control Fans:	Stairwell Pressurization, Atrium Smoke Removal, etc., each	**$250.00**
Process Piping (Except R-3):	Gas, Steam, Chilled Water, Heating Water, Compressed Air, Medical Gas, Refrigerant, etc., each	
	Up to 1 Horsepower	**$20.00**
	Over 1 Horsepower	**$20.00**
		Plus $2.00 per Horsepower of pump serving pipe
Special Inspections, each		**$40.00**

Residential Fees (use group R-3 to include structures with up to six units):		
	Furnaces, each	**$40.00**
	Condensing Units, each	**$40.00**
	Combination:	
	Furnace/Condensing Units, each	**$40.00**
	Boilers	
Reinspection:	Faulty or incomplete work at time of requested inspection. Failure of contractor to be present at time of requested inspection.	**Each $25.00**
Special Inspection		**Each $40.00**

Approved: February 8, 2011

ORDINANCE #68848
Board Bill No. 238

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, authorizing and directing the Mayor and the Comptroller on behalf of the City of St. Louis (the "City") the owner and operator of Lambert-St. Louis International Airport® (the "Airport") to accept and execute on behalf of the City a certain grant agreement offered by the Missouri Highways and Transportation Commission (the "Grant Agreement") for air rescue and firefighting training for the Airport for a maximum obligation of Eight Thousand Dollars ($8,000) for the reimbursement of direct costs associated with the projects funded under the Grant Agreement; and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller on behalf of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), are hereby authorized to accept and execute on behalf of the City a grant agreement for Project No. AIR 116-113C (the "Grant Agreement") offered by the Missouri Highways and Transportation Commission (the "Highways Commission") substantially in the form attached hereto as Exhibit A, which provides financial assistance to the City for Airport aircraft rescue and firefighting training and specifically described in the Grant Agreement (the "Project") which has been approved for state aviation trust fund participation in the Highways Commission's Statewide Transportation Improvement Program, for a maximum obligation of Eight Thousand Dollars ($8,000) for expenditures and the reimbursement of direct costs of the City associated with the Project.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the Grant Agreement and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

SECTION THREE. Exhibit A to this Ordinance is hereby incorporated herein by this reference as if such exhibit was duly set forth herein.

SECTION FOUR. This being an ordinance providing for the immediate preservation of the public peace, health or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

EXHIBIT A
GRANT AGREEMENT

CCO Form:	AC25	Sponsor	City of St. Louis
Approved:	10/10 (AML)		Lambert-St. Louis International
Revised:	11/10 (AML)	Project No.	AIR 116-113C
Modified:			

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIRCRAFT RESCUE AND FIREFIGHTING TRAINING ASSISTANCE

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), and City of St. Louis/ Lambert-St. Louis International (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Commission desires to promote aviation safety by facilitating the effective training of fire, rescue and emergency service entities at Missouri Part 139 Airports in aircraft rescue fire fighting techniques and other aspects of emergency response to fires, accidents and other emergencies involving aircraft; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(2)(c) RSMo to the Sponsor for aircraft rescue and firefighting training provided by the University of Missouri Fire and Rescue Training Institute, and to set forth the conditions upon which the assistance will be provided.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth below, the parties agree as follows:

(1) SCOPE OF WORK: The Sponsor shall complete the aircraft rescue and firefighting training provided by the University of Missouri Fire and Rescue Training Institute.

(2) AMOUNT OF GRANT: The Commission agrees to reimburse the Sponsor up to a maximum of Eight Thousand Dollars ($8,000.00); provided, however, that in the event that state funds available to the Commission under section 305.230 RSMo are reduced so that the Commission is unable to completely satisfy its obligations to all Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. The release of all funding under this Agreement is subject to the Commission's review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) TIME PERIOD: The project period shall be from July 1, 2010, to June 30, 2011. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(4) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(5) COMMISSION'S RIGHT TO INSPECT DOCUMENTS AND AUDIT RECORDS:

(A) The Sponsor shall submit to the Commission such data, reports, documents, and other information relating to the training as the Commission may require at any time.

(B) The Sponsor must maintain all records relating to this Agreement, including, but not limited to, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees and representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(6) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Sponsor shall submit to the Commission for review, comment, and approval all contracts for services included in Paragraph (1) of this Agreement to be provided to the Sponsor by a third party.

(B) The Commission shall not be liable to the contractors or subcontractor of the Sponsor or any other person not a party to this Agreement in connection with the performance of this project without specific written consent of the Commission.

(7) PAYMENTS: The Commission shall provide the Sponsor a one-time reimbursement for its actual costs for aircraft rescue and firefighting training, subject to Paragraph (2) of this Agreement. The Sponsor may request payment subsequent to the execution of this Agreement by both parties and completion of the training. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission. If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(8) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Sponsor, the Commission reserves the right to suspend or terminate all or part of the financial assistance herein provided if the Sponsor is, or has been, in

violation of any of the terms of this Agreement. Should the Commission exercise its right to terminate this Agreement for these reasons, cancellation will become effective upon the date specified in the written notice of termination sent to the Sponsor.

(10) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of the Agreement.

(11) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Sponsor shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Sponsor's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(12) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

(13) NONDISCRIMINATION CLAUSE: The Sponsor shall comply with all state and federal statutes applicable to the Sponsor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(14) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Sponsor shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(15) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission,

percentage, brokerage fee, gifts, or any other consideration, contingency upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(17) AMENDMENTS: Any change in the Agreement, whether by modification or supplementation, must be accomplished by a supplemental agreement signed and approved by the duly authorized representatives of the Sponsor and the Commission.

(18) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(19) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(20) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

[Remainder of Page is Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have entered into this agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF ST. LOUIS/ LAMBERT-ST. LOUIS INTERNATIONAL

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____

Approved: February 14, 2011

ORDINANCE #68849
Board Bill No. 241
Committee Substitute

An Ordinance recommended by the Planning Commission repealing §18 of Ordinance 59979, and also repealing Ordinances 60949, 63686, 63858, 64459, 65790, which amended Ordinance 59979 which ordinances are codified as Section 26.68 of the Revised Code of the City of St. Louis; repealing Ordinance 60704 and 62701, which amended Ordinance 60704, and is codified as Section 24.44 of the Revised Code of the City of St. Louis; and enacting a new Ordinance which will amend Section 26.68 of the Revised Code of the City of St. Louis by adding definitions, new regulations and prohibiting digital outdoor general advertising devices and digital signs in certain districts; containing a substitution clause, penalty clause, savings clause, severability clause, and emergency clause.

WHEREAS, Ordinance 68606, approved on March 16, 2010, established a 12-month moratorium on the erection, construction or installation of any digital signs or digital outdoor general advertising devices and on the replacement of existing non-digital static display signs and outdoor general advertising devices with digital signs and digital outdoor general advertising devices;

WHEREAS, Ordinance 68606 required that the Zoning Section of the Department of Public Safety and the Planning and Urban Design Agency submit to the Board of Aldermen proposed regulations for digital signs and digital outdoor general advertising devices;

WHEREAS, the City of St. Louis Planning Commission approved a resolution at its meeting on December 1, 2010, that initiated a text amendment to the Zoning Code and recommended to the Board of Aldermen the approval of the text amendment to the Zoning Code;

WHEREAS, digital signs and digital outdoor general advertising devices (billboards) add to the City's light pollution as well as harm the City property values due to the adverse affects associated with visual blight and light pollution;

WHEREAS, digital signs and digital outdoor general advertising devices (billboards) can distract motorists and the traveling public by diverting their attention from the road and the flow of traffic and, therefore, impact public safety;

WHEREAS, digital signs and digital outdoor general advertising devices create visual clutter, diminish aesthetic appeal for our streets and highways and generally detract from the City's desirability as a residential, business and tourism center;

WHEREAS, the City seeks to preserve the aesthetic character and view corridors by prohibiting digital signs and digital outdoor general advertising devices (billboards) in those areas;

WHEREAS, the City seeks to preserve the historic character of the City by prohibiting new digital outdoor general devices (billboards) and further regulate existing digital outdoor general advertising devices and digital signs;

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

SECTION ONE. Section 18 of Ordinance 59979 is repealed and Ordinances 60949, 63686, 63858, 64459, 65790, are hereby repealed.

SECTION TWO. Ordinance 60704 and Ordinance 62701 are hereby repealed.

SECTION THREE. Enacted in lieu of the repealed ordinances is a new section on the same subject matters, as follows:

COMPREHENSIVE SIGN
CONTROL REGULATIONS

26.68.010 Scope of chapter.

26.68.020 Definitions.

26.68.030 Signs permitted in all districts.

26.68.050 Political signs in F through K districts.

26.68.055 Political signs or vacant City or Land Revitalization Agency-owned properties.

26.68.060 Permits required in all districts.

26.68.070 Signs in historic districts.

26.68.080 Signs in zone districts A, B, C, D and E.

26.68.090 Signs in zone district F.

26.68.100 Signs in zone districts G and H.

26.68.110 Signs in zone districts J and K.

26.68.120 Signs in zone districts I and L

26.68.130 Outdoor general advertising devices.

26.68.135 Prohibited use of signs.

26.68.140 Signs for and by nonconforming use in all zone districts.

26.68.150 Nonconforming signs.

26.68.160 Signs in chapter 353 development plans, in signage plan overlay districts and signs with special provisions.

26.68.170 Prohibited signs.

26.68.175 Board-up signage prohibited.

26.68.180 Removal of signs within or on public right-of-way or easement.

26.68.190 Substitution clause.

26.68.010 **Scope of chapter.**

These regulations shall govern and control the erection, remodeling, enlarging, moving, operation and maintenance of all signs by conforming uses within all zoning districts. Nothing herein contained shall be deemed a waiver of the provisions of any other ordinance or regulation applicable to signs. Signs located in areas governed by several ordinances and/or applicable regulations shall comply with all such ordinances and regulations.

26.68.020 Definitions.

For the purpose of this chapter the following terms, phrasing, words and their deviations shall have the meaning given herein:

1. **Animation or Animated Sign.** "Animation or Animated sign" means any sign or part of a sign which changes physical position by any movement or rotation, including electronic and video display changed by remote or automatic means.

2. **Area of Sign.** The area of a sign shall be measured in conformance with the regulations as herein set forth provided that the structure or bracing of a sign shall be omitted from measurement unless such structure or bracing is made part of the message or face of the sign. Where a sign has two faces at a right angle to the building or street, the area of one face shall determine the area of the sign. Where a sign has two faces not at a right angle to the building or street or has three or more faces, the area of all faces shall determine the area of the sign.

a. **Sign With Backing.** The area of all signs with backing or a background, material or otherwise, that is part of the overall sign display shall be measured by determining the sum of the areas of each square, rectangle, triangle, portion of a circle or any combination thereof which creates the smallest single continuous perimeter enclosing the extreme limits of the display surface or face of the sign including all frames, backing, face plates, nonstructural trim or other component

parts not otherwise used for support.

b. **Signs Without Backing.** The area of all signs without backing or a background, material or otherwise, that is part of the overall sign display shall be measured by determining the sum of the area of each square, rectangle, triangle, portion of a circle or any combination thereof which creates the smallest single continuous perimeter enclosing the extreme limits of each work, written representation (including any series of letters), emblems or figures of similar character including all frames, face plates, nonstructural trim or other component parts not otherwise used for support.

c. **All Other Signs or Combinations Thereof.** The area of any sign having parts both with and without backing shall be measured by determining the total area of all squares, rectangles, triangles, portions of a circle of any combination thereof constituting the smallest single continuous perimeter enclosing the extreme limits of any of the following combinations: the display surface or face of the sign including all frames, backing, face plates, nonstructural trim or other component parts not otherwise used for support for parts of the sign that have backing and each words, written representation (including any series of letters), emblems or figures or a similar character including all frames, face plates, nonstructural trim or other component parts not otherwise used for support for parts of the sign having no backing.

3. **Building Front.** "Building front" means that exterior wall of a building facing the front line of a premises.

4. **Display Surface or Face.** "Display surface or face" means the area made available by the sign structure for the purpose of displaying the message.

5. **Distance of Sign Projection.** "Distance of sign projection" means the distance from the exterior wall surface of the building to the display face of a wall sign.

6. **Electronic Message Center.** "Electronic message center" means a sign or device capable of displaying letters, numbers, words, symbols, figures or images, including graphics, that can be electronically, digitally or mechanically changed by remote or automatic means. This definition includes what is commonly referred to as a "digital" sign or device.

7. **Exterior Wall Surface.** "Exterior wall structure" means the most exterior part of a wall, sun screen or any screening or material covering a building.

8. **Flashing Signs.** "Flashing sign" means any directly or indirectly illuminated sign either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever, including blinking, fluctuating scrolling or fading.

9. **Ground Sign.** "Ground sign" means a sign supported by poles, uprights or braces extending from the ground or an object on the ground but not attached to any part of any building. Height measurement for ground signs shall be from the grade level or the level of the abutting roadway, whichever is higher.

10. **Illuminated Sign.** "Illuminated sign" means a sign lighted by or exposed to artificial lighting either by lights on the sign or within the sign or directed towards the sign.

a. **Concealed Light Source.** Internal and external lighting, such as neon tubing, flood lights, thin line and gooseneck reflectors are permitted provided the light source is directed upon the face of the sign and is effectively shielded so as to prevent beams or rays of light from being directed toward any person facing such sign or device upon any public way or street and shall not be of such intensity so as to cause glare or impair the vision of any person upon any public way or street or adjoining premises. Neon tubing shall be enclosed in channels or covered by plastic faces.

b. **Exposed Light Source.** Internal and external lighting, such as neon tubing and lamps are permitted, provided the intensity of such lighting shall not cause glare or impair the visions of any person, facing such sign or device, upon any public way, street or adjoining premises.

11. **Joint Identification Sign.** "Joint identification sign" means a sign which serves as common or collective identification for two (2) or more businesses or industrial uses on the same premises.

12. **Marquee Sign.** "Marquee sign" means a sign on or attached to a permanent overhanging shelter that projects from the face of a building and is supported entirely by the building and which sign is painted on or erected against the marquee. Said such signs shall not exceed seven (7) feet in height nor shall they project below the face of the marquee nor lower than ten (10) feet above the sidewalk. A marquee sign may extend the full length but in no case shall it project beyond the ends of the marquee.

13. **On-premises Signs.** "On-premises sign" means a sign relating to products, goods, services or uses which are conducted, sold, manufactured, produced, offered or occurs on the same premises as the sign.

14. **Outdoor General Advertising Device.** "Outdoor general advertising device" means a device maintained by advertising agencies which advertises products of their customers or clients, and all business signs individually or privately owned which are not on the premises of the owner or place of business to which they apply, including wall signs and those otherwise attached to buildings and structures or devices, as well as those not attached to buildings and supported by uprights or braces on the ground.

15. **Projecting Sign.** "Projecting sign" means a sign attached to a building at an angle, provided:

a. There is no more than one such sign for each entrance door to a business establishment;

b. It projects no more than five (5) feet from the building;

c. The sign advertises a use which occupies at least eighteen (18) feet of sign frontage;

d. The bottom of the sign is at least ten (10) feet from grade and its top is no higher than whichever of the following is highest: forty (40) feet above grade, or the height of the building at the building line; and

e. No support for a sign shall extend above the cornice line of a building to which it is attached.

16. **Roof Line.** "Roof line" means the highest point on any building where an exterior wall encloses usable floor area including floor area provided for housing mechanical equipment.

17. **Roof Sign**. "Roof sign" means an on-premises sign which projects above the roof line or is located on the roof of a building or structure.

18. **Sign.** "Sign" means any object or device or part thereof situated outdoors which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business product, service, event, or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination or projected images. Signs do not include the following:

a. Flags of nations, states and cities, fraternal, religious and civic organization;

b. Merchandise, pictures of models of products or services incorporated in a window display;

c. Time and temperature devices;

d. Any civic symbols or crests which do not identify a business;

e. Works of art which in no way identify a product.

If for any reason it cannot be readily determined whether or not an object is a sign, the Planning Commission shall make such determination.

19. **Sign with Backing.** "Sign with backing" means any sign that is displayed upon, against or through any material or color surface or backing that forms an integral part of such display and differentiates the total display from the background against which it is placed.

20. **Sign without Backing.** "Sign without backing" means any word, letter, emblem, insignia, figure or similar character or group thereof, that is neither backed by, incorporated in or otherwise made part of any larger display area.

21. **Sign Frontage.** "Sign frontage" means the length along a ground floor building front, facing a street or a private way accessible from a street, which is occupied by a separate and distinct use or by the same use which occupies the front of said building.

22. **Street Front.** "Street front" means any boundary line of a premises or parcel of land that runs parallel to and within twenty (20) feet of the right-of-way of a street or highway designated and assigned an individual name or number by the legislative action of the municipality.

23. **Street Property Line.** "Street property line" means a common boundary between private property and a dedicated street or alley.

24. **Temporary Sign.** "Temporary sign" means any exterior sign or advertising display constructed of cloth, canvas, fabric, plywood, metal or other material intended to be displayed for a short period of time not in excess of six (6) months.

25. **Wall Sign.** "Wall sign" means a sign attached to, painted on, or erected against a wall or parapet wall of a building or structure which extends no more than twenty-four (24) inches from the wall surface upon which it is attached and whose display surface is parallel to the face of the building to which the sign is attached.

26. **Wind Sign.** "Wind sign" means any sign in the nature of a series of two (2) or more banners, flags, pennants or other objects or material which call attention to a product or service fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

27. **Window Sign.** "Window sign" means a sign which is applied or attached to, or located within three (3) feet of the interior of a window, which sign can be seen through the window from the exterior of the structure.

26.68.030 **Signs permitted in all districts.**

The following described signs are not covered by the rules and regulations set forth below in Section 26.68.060 and a building permit for any of the following described signs, if necessary, may be issued by the Building Commissioner without the said Commissioner determining if said sign complies with such rules or regulations.

A. Signs required or specifically authorized for a public purpose by any law, statute, or ordinance; may be of any type, number, area, height, above grade, location, illumination or animation, authorized by law, statute or ordinance under which the signs are required or authorized.

B. Signs of danger or a cautionary nature which are limited to: wall and ground signs; not more than two (2) per street front for each conforming use, or two (2) for each dwelling unit; not more than four (4) square feet per sign in area; not more than ten (10) feet in height above grade; may be illuminated only from a concealed light source which does not flash, blink, fade, scroll, or fluctuate; and shall not be animated.

C. Signs in the nature of cornerstones, commemorative tables and historical signs which are limited to: wall and ground signs; not more than two (2) per premises; not more than six (6) feet in height above grade; may be illuminated only from a concealed light source which does not flash, blink, fade, scroll, or fluctuate; shall not be animated.

D. Signs which identify by name or number individual buildings within institutional or residential building group complexes and which are limited to: wall and ground signs; not more than four (4) signs per building; not more than ten (10) square feet per sign in area; not more than twelve (12) feet in height above grade; any location on the premises; may be illuminated only from a concealed light source which does not flash, blink, fade, scroll or fluctuate and shall not be animated.

E. Signs in the nature of decorations, clearly incidental and customary and commonly associated with any national, local or religious holiday; provided that such signs shall be displayed for a period of not more than sixty (60) consecutive days nor more than sixty (60) days in any one year; and may be of any type, number, area, height, location, illumination or animation.

F. Signs in the display window of a business use which are incorporated into a display of merchandise or a display relating to services offered on the same premises and limited to: window signs; one (1) sign per five (5) feet of window frontage; not more than eight (8) square feet per sign in area; ground level windows only; may be illuminated only from a concealed light source which does not flash, blink, fade, scroll or fluctuate; shall not be animated.

G. Signs commonly associated with and limited to information and directions relating to the conforming use on the premises on which the sign is located, provided that each such sign is limited to: wall, window and ground signs; not more than four (4) square feet per sign in area; not more than eight (8) feet in height above grade; may be illuminated only from a concealed light source which does not flash, blink, fade, scroll or fluctuate; shall not be animated except that gauges and dials may be animated to the extent necessary to display correct measurement.

H. No more than two (2) ground, wall or window political signs may be erected and maintained on each premises provided that such signs shall not be more than ten (10) feet square, shall not be more than six (6) feet in height; shall not flash, blink, fade,

scroll or fluctuate or be animated but may be illuminated; shall not be posted more than ninety (90) days prior to the election to which the sign is related and shall be removed within fifteen (15) days following the election to which the signs relate.

I. Signs which are not visible from any public right-of-way, from any publicly owned land or from any level whatsoever of any other premises; may be illuminated; may be animated.

J. Signs displaying only the name and address of a subdivision or of a planned building group of at least eight (8) buildings each containing a conforming use or uses and limited to: wall and ground signs; one (1) per street front; not more than twenty (20) square feet per face in area; not more than six (6) feet in height above grade; may be illuminated only from a concealed light source which does not flash, blink, fade, scroll or fluctuate; shall not be animated.

K. Signs consisting of illuminated buildings or parts of buildings which do not display letters, numbers, symbols or designs and limited to illumination from a concealed light source which may not flash or blink, but may fluctuate by a change of color or intensity of light, provided that each change of color or dark to light to dark cycle shall have a duration of one and one-half (11/2) minutes or longer; shall not be animated.

L. Signs giving parking or traffic directions, provided that such signs are limited to: wall and ground signs; one (1) sign per curb cut on the premises; not more than six (6) square feet per face in area; not more than six (6) feet in height above grade; may be illuminated from a concealed light source which does not flash, blink, fade, scroll or fluctuate; shall not be animated.

M. Temporary signs that only advertise or identify construction, remodeling, rebuilding, development, sale, lease or rental of either a conforming use or a designated land area shall not be required to comply with the rules and regulations, relating to signs in their zoning district, unless said sign is viewable from any public right-of-way for a period in excess of six (6) months. If said sign is so viewable in excess of six (6) months, it must be approved by the Building Commissioner as a permanent sign under the rules and regulations set out in Section 26.68.060.

N. Signs on trash or refuse containers.

26.68.050 **Political signs in F through K districts.**

In addition to the signs exempted by Section 26.68.030 permits are not required for the following political signs in the F through K zoning districts:

A. **Permitted Sign Types of Political Signs.** Wall, ground, window and marquee.

B. **Permitted Maximum Number of Political Signs.** Three (3) signs for each premises or designated land area on which the signs are located.

C. **Permitted Area of Political Signs. No limitation.**

D. **Permitted Maximum Height Above Grade of Political Signs.** Twenty-five (25) feet.

E. **Permitted Location of Political Signs.** No limitation.

F. **Permitted Illumination of Political Signs.** May be illuminated by a concealed light source but shall not flash, blink, fade, scroll or fluctuate.

G. **Animation of Political Signs.** Signs shall not be animated.

26.68.055 **Political signs on vacant City or Land Revitalization Agency-owned properties.**

A. Notwithstanding any ordinance or statute the contrary, the placement of political signs on any building or structure owned by the City or the Land Reutilization Agency which is vacant or unoccupied, on any traffic control device or signal or on any utility pole is prohibited.

B. The placement by any wall, window signs or advertisement on any building or structure owned by the City or Land Reutilization Agency which is vacant or unoccupied is prohibited.

C. **Notification of Violation--Removal Required.** Upon receiving a complaint from any person that a sign or

advertisement has been placed in violation of this ordinance, the Building Commissioner shall issue a notice to the person, partnership or corporation whose name appears on such sign or advertisement requiring such person, partnership or corporation to remove the signage within fifteen (15) days of the date of the notice. Failure to remove the signage with this period of times shall constitute a violation of this section.

D. **Penalty for Violation.** Any person who is found guilty or who enters a plea of guilty to a violation of this section shall be punished by a fine of not more than $500.00 or by imprisonment of not more than ninety (90) days or by both a fine and imprisonment.

26.68.060 **Permits required in all districts.**

No person shall erect a sign not described herein above until a building permit for said sign has been issued by the Building Commissioner stating that said proposed sign complies with the rules and regulations described herein below relating to signs. In addition to other information with regard to said sign as may be required by the Building Commissioner, the applicant must provide a glossy 8" x 10" photograph(s) of the premises where the sign is proposed which adequately shows all existing signs on the premises, and all pertinent information needed to properly review the application as requested by the Building Commissioner. If said sign complies with the herein below rules and regulations, the permit may be issued by the Building Commissioner if said sign also complies with all applicable provisions of the Building Code of the City; if said sign fails to comply with the rules and regulations set out herein below said permit shall not be issued, regardless of whether said sign complies with all provisions of the Building Code of the City.

26.68.070 **Signs in historic districts.**

No sign shall be erected within a district which has been zoned an historic district, unless said sign meets and satisfies an requirements of the applicable historic district ordinance and accompanying development plan, which ordinance has been approved by the Board of Aldermen and the Mayor of the City.

26.68.080 **Signs in zone districts A, B, C, D, and E.**

A. **General.** On premises signs may be erected, altered and maintained only for and by a conforming use in the district in which the signs are located; shall be located on the same premises as the conforming use and shall be clearly incidental, customary as commonly associated with the operation of the conforming use provided, however, that no sign of any type shall be erected or maintained for or by a single unit dwelling.

B. **Permitted Contents.** Identification by letter, numeral, symbol or design of the conforming use by name, use, hours of operation, services offered and events.

C. **Permitted Sign Types. Wall, window and ground.**

D. **Permitted Maximum Number.** One (1) sign for each front line of the premises on which the conforming use is located.

E. **Permitted Maximum Sign Area.**

1. **Hotel and Motel**. No one sign shall exceed thirty (30) square feet.

2. **All other uses.** Total signage shall not exceed thirty (30) square feet.

F. **Permitted Maximum Height.**

1. **Wall and Window Signs.** The roof line of the building to which the sign is attached.

2. **Ground Signs.** Six (6) feet above grade.

G. **Permitted Location.**

1. **Wall and Window Signs**. Shall be set back from the boundary lines of the premises on which they are located, the same distance as a building containing a conforming use; provided, however, wall signs may project into the required setback space the permitted depth of the sign;

2. **Ground Signs.** Shall be set in at least ten (10) feet from every boundary line of the premises or shall be set in on a line parallel with the exterior line of any building on the said premises.

H. **Permitted Illumination.** May be illuminated but only from a concealed light source, shall not remain illuminated between the hours of 12:00 a.m. and 6:00 a.m., and shall not flash, blink, fade, scroll or fluctuate.

I. **Animation. Shall not be animated.**

26.68.090 **Signs in zone district F.**

A. **General.** On premises signs may be erected, altered or reconstructed only for and by a conforming use in the district in which the signs are located; shall be located on the same property as the conforming use and shall be clearly incidental, customary and commonly associated with the operation of the conforming use; provided, however, that no sign of any type shall be erected or maintained for or by a single unit dwelling except signs identifying home occupations.

B. **Permitted Contents.** Identification by letters, numeral, symbol or design of the conforming use, by name, use, hours of operation, services offered and events.

C. **Permitted Sign Types.** Wall, window, ground, marquee, roof and projecting signs that meet the provisions outlined in Section 26.68.020(15)(a-e).

D. **Permitted Maximum Sign Area.**

1. **Hotel and Motel.** No one sign shall exceed two hundred (200) square feet.

2. **All Other Uses.** The total area in square feet of all on-premises signs on a sign frontage, except for free-standing signs shall not exceed:

Average Distance of Sign from Center Line of Abutting Street	Sign Frontage Multiplied by
Less than 100	2*
100—399	4
400 and over	5

* Excepting that a use with less than twenty-five (25) feet of sign frontage may have a maximum of fifty (50) square feet of on-premises signs.

3. The distance of a sign on or under a canopy, marquee or awning from the center line of an abutting street shall be constructed to be the same as if such sign were attached to the building to which the said canopy, marquee or awning is attached.

4. If the first floor of a building is substantially above street grade and the basement is only partially below street grade, separate occupants of each level may each have one-half (1/2) the square feet of signage to which use would be entitled if it were a single ground floor use.

5. If a building fronts on two (2) or more streets, the sign area for each street frontage shall be computed separately.

6. If the ground sign has two (2) faces the area of each face shall not exceed seventy-five (75) square feet; if a ground sign has more than two (2) faces the total of all faces shall not exceed one hundred fifty (150) square feet. A premises with a front line of two hundred (200) feet or more may have two (2) ground signs.

E. **Permitted Maximum Height.**

1. **Wall and Window Signs.** The roof line of the building to which the sign is attached.

2. **Ground Signs.** Shall not exceed thirty (30) feet above grade.

3. **Roof Signs.** Including the supporting structures fifty percent (50%) of the building height on which they are erected but a maximum height of five (5) feet above roof line, or parapet wall if it is higher than the roof line. Further, there

must be a clear space of not less than four (4) feet between the lowest part of the sign and roof level, except for necessary structural supports, if sign is over one hundred (100) square feet in size. If such clearance is necessary said sign cannot exceed nine (9) feet above roof line or parapet wall. If sign is less than one hundred (100) square feet no such clearance is necessary.

F. **Permitted Location.**

1. **Wall and Window Signs.** Shall be set in from the boundary lines of the premises on which it is located, the same distance as a building containing a conforming use; provided, however, wall signs may project into the required setback space the permitted depth of the sign.

2. **Ground Signs.** Shall be set in at least three (3) feet from every boundary line of the premises.

G. **Permitted Illumination.** Concealed or exposed light source. No sign shall be illuminated that it interferes with the effectiveness of an official traffic sign, signal or device, illumination shall not flash, blink, fade, scroll or fluctuate.

H. **Animation. Shall not be animated.**

26.68.100 **Signs in zone districts G and H.**

A. **General.** On premises signs may be erected, altered or reconstructed only for and by a conforming use in the district in which the signs are located; shall be located on the same premises as the conforming use; and shall be clearly incidental, customary and commonly associated with the operation of the conforming use.

B. **Permitted Contents.** Identification by letter, numeral, symbol and design of the conforming use by name, use, hours of operation, services and products offered, events and prices of products and services.

C. **Permitted Sign Types.** Wall, window, ground, marquee, roof and projecting signs that meet the provisions outlined in Section 26.68.020(15)(a-e).

D. **Permitted Maximum Sign Area**.

1. **Hotels and Motels.** On premises having a linear street frontage of one hundred (100) feet or less: one hundred (100) square feet; on premises having a linear street frontage of more than one hundred feet: one (1) square foot of street front; provided, however, computations shall be made and sign area shall be made and sign area shall be determined on each street front separately, and provided, further, that in no event shall more than three hundred (300) square feet of sign area be applied to any one (1) street front and no sign shall exceed three hundred (300) square feet in size.

2. **All Other Uses.** The total area in square feet of all on-premises signs on a sign frontage, except for free-standing signs, shall not exceed:

Average Distance of Sign from Center Line of Abutting Street	Sign Frontage Multiplied by
Less than 100	3*
100—399	4
400 and over	5

* Excepting that a use with less than twenty-five (25) feet of sign frontage may have a maximum of fifty (50) square feet of on-premises signs.

3. The distance of a sign on or under a canopy, marquee and awning from the center line of an abutting street shall be construed to be the same as if such sign were attached to the building to which the said canopy, marquee or awning is attached.

4. If the first floor of a building is substantially above street grade and the basement is only partially below street grade, separate occupants of each level may each have one-half (1/2) the square feet of signage to which use would be entitled if it were a single ground floor use.

5. If a building fronts on two (2) or more streets, the sign area for each street frontage shall be computed separately.

6. If the ground sign has two (2) faces the area of each face shall not exceed one hundred (100) square feet; if a ground sign has more than two (2) faces the total of all faces shall not exceed two hundred (200) square feet. A premises with a front line of two hundred (200) feet or more may have two (2) ground signs.

E. **Permitted Maximum Height.**

1. **Wall and Window Signs.** The roof line of the building to which the sign is attached.

2. **Ground Signs.** Shall not exceed thirty (30) feet above grade.

3. **Roof Signs.** Including the supporting structures fifty percent (50%) of the building height on which they are erected but a maximum height of ten (10) feet above roof line, or parapet wall if it is higher than the roof line. Further, there must be a clear space of not less than four (4) feet between. the lowest part of the sign and the roof level, except for necessary structural supports, if sign is over one hundred (100) square feet in size. If such clearance is necessary said sign cannot exceed fourteen (14) feet above roof line or parapet wall. If sign is less than one hundred (100) square feet no such clearance is necessary.

F. **Permitted Location.** Ground signs shall be set in at least three (3) feet from every boundary line of the premises. Provided, however, wall signs may project into the required setback space the permitted depth of the sign.

G. **Permitted Illumination.** Concealed or exposed light source. No sign shall be illuminated that it interferes with the effectiveness of an official traffic sign, signal or device. Illumination shall not flash, blink, fade, scroll or fluctuate.

H. Animation. May be animated unless the Building Commissioner shall determine that animation will constitute a distraction to traffic or a source of undue annoyance to adjoining uses.

I. Joint Identification Signs. Subject to the conditions hereinafter set forth and upon application to and issuance by the Building Commissioner of a sign permit therefor, joint identification signs are permitted for three (3) or more conforming uses on the same premises as the sign, excluding parking. The following joint identification signs are in addition to all other signs:

1. **Permitted Sign Types of Joint Identification Signs.** Wall and ground.

2. **Permitted Maximum Number of Joint Identification Signs.** One (1) sign for each front line of the premises.

3. **Permitted Area of Joint Identification Signs.** The greater number of the following: (1) one hundred (100) square feet or (2) two (2) square feet of sign area for each linear foot of street frontage on the premises; provided, however, that the total area of all signs on each front line of the premises shall not exceed two hundred (200) square feet.

4. **Permitted Maximum Height Above Grade of Joint Identification Signs.** Thirty-five (35) feet.

5. **Permitted Location of Joint Identification Signs.** Shall be set in at least three (3) feet from every boundary line of the premises.

6. **Permitted Illumination of Joint Identification Signs.** May be illuminated but shall not flash, blink, fade, scroll or fluctuate and shall only be illuminated by a concealed or exposed light source.

7. **Animation of Joint Identification Signs.** Shall not be animated.

26.68.110 **Signs in zone districts J and K.**

A. **General.** On premises signs may be erected or altered and reconstructed only for and by a conforming use in the district in which the signs are located; shall be located on the same premises as the conforming use and shall be clearly incidental, customary and commonly associated with the operation of the conforming use.

B. **Permitted Contents.** Identification by letter, numeral, symbol or design of the conforming use by name, use, hours of operation, services and products offered, events and prices of products and services.

C. **Permitted Sign Types.** Wall, window, roof, projecting, marquee ground and electronic message center signs, provided

such electronic message center signs meet the following criteria;

1. The sign shall not flash, blink, fade, scroll, fluctuate or have animation and shall only be illuminated by a concealed or exposed light source.

2. Each message on the sign shall be displayed for a minimum of five (5) minutes.

3. The sign shall not be located within five hundred (500) feet of any premises used as a dwelling unit or zoned residential.

4. Only one (1) such sign shall be allowed and the electronic message center portion of such sign size shall not exceed ten (10) square feet per side and no letter or numeral on any sign shall exceed ten (10) inches by 14 (fourteen) inches in size. No sign shall have more than two sides.

D. **Permitted Maximum Sign Area**. The total area in square feet of all on premises signs on a sign frontage, except for free-standing signs shall not exceed:

Average Distance of Sign from Center Line of Abutting Street	Sign Frontage Multiplied by
Less than 100	4*
100—399	5
400 and over	6

*Excepting that a use with less than twenty-five (25) feet of sign frontage may have a maximum of fifty (50) square feet of permanent signs.)

1. The distance of a sign on or under a canopy, marquee or awning from the center line of an abutting street shall be construed to be the same as if such sign were attached to the building to which the said canopy, marquee or awning is attached.

2. If the first floor of a building is substantially above street grade and the basement is only partially below street grade, separate occupants of each level may each have one-half (1/2) the square feet of signage to which use would be entitled if it were a single ground floor use.

3. If a building fronts on two (2) or more streets, the sign area for each street frontage shall be computed separately.

4. If the ground sign has two (2) faces the area of each face shall not exceed one hundred twenty-five (125) square feet; if a ground sign has more than two (2) faces the total of all faces shall not exceed one hundred fifty (150) square feet. A premises with a front line of two hundred fifty (250) feet or more may have two (2) ground signs.

5. Roof signs shall be limited to one (1) per building except in the case of a group of buildings under the same ownership, one (1) per building group.

E. Permitted Maximum Height.

1. **Wall and Window Signs.** The roof line of the building to which the sign is attached.

2. **Ground Signs.** Fifty (50) feet above grade.

3. **Roof Signs.** Including the supporting structures fifty percent (50%) of the building height on which they are erected but a maximum height of thirty-five (35) feet above roof line, or parapet wall if it is higher than the roof line. Further, there must be a clear space of no less than four (4) feet between the lowest part of the sign and the roof level, except for necessary structural support, if sign is over one hundred (100) square feet in size. If such clearance is necessary said sign cannot exceed thirty-nine (39) feet above roof line or parapet wall. If sign is less than one hundred (100) square feet no such clearance is necessary.

F. Permitted Location.

1. **Wall and Window Signs.** Set back from the boundary lines of the premises on which it is located, the same distance as a structure containing a conforming use provided, however, wall signs may project into the required setback space and permitted depth of the sign.

2. Ground Signs. Any location provided that the sign is at least three (3) feet from any boundary line of the premises on which the conforming use is located.

G. **Permitted Illumination.** May be illuminated but shall not flash, blink, fade, scroll or fluctuate and shall be illuminated by a concealed or exposed light source.

26.68.120 **Signs in zone districts I and L.**

A. **General.** Signs may be erected, altered and maintained only for and by a conforming use in the district in which the signs are located; shall be located on the same premises as the conforming use and shall be clearly incidental, customary and commonly associated with the operation of the conforming use.

B. **Permitted Contents.** Identification by letter, numeral, symbol or design of the conforming use by name, use, hours of operation, services and products offered, events and prices of products and services.

C. **Permitted Sign Types.** Window signs; wall signs other than wall signs which are painted on the side of a building. Ground signs which denote names, entrances, exits, rates and hours of operation for parking lots. Projecting signs that meet the provisions outlined in Section 26.68.020(15)(a-e).

D. **Permitted Maximum Sign Area.** The total area in square feet of all on premises signs on a sign frontage, except for freestanding signs, shall not exceed:

Average Distance of Sign from Center Line of Abutting Street	Sign Frontage Multiplied by
Less than 100	3*
100—399	4
400 and over	5

* Excepting that a use with less than twenty-five (25) feet of sign frontage may have a maximum of fifty (50) square feet of on-premises signs.

1. The distance of a sign on or under a canopy, marquee or awning from the center line of an abutting street shall be construed to be the same as if such sign were attached to the building to which the said canopy, marquee or awning is attached.

2. If the first floor of a building is substantially above street grade and the basement is only partially below street grade, separate occupants of each level may each have one-half (1/2) the square feet of signage to which use would be entitled if it were a single ground floor use.

3. If the building fronts on two (2) or more streets, the sign area for each street frontage shall be computed separately.

4. A parking lot ground sign in zone district I or L shall have no more than two (2) faces and the area of each face shall not exceed thirty (30) square feet.

E. **Permitted Maximum Height.**

1. **Wall and Window Signs.** The roof line of the building to which the sign is attached.

2. **Ground Signs.** Twenty (20) feet above grade.

F. Permitted Location.

1. **Wall and Window Signs.** Shall be set back from the boundary lines of the premises on which it is located, the same distance as a structure containing a conforming use; provided, however, wall signs may project into the required setback space the permitted depth of the sign.

2. **Ground Signs.** Any location.

G. **Permitted Illumination.** May be illuminated by a concealed or exposed source but shall not flash, blink, fade, scroll

or fluctuate.

H. **Animation.** Shall not be animated.

26.68.130 **Outdoor general advertising devices.**

A. **Prohibited.** The erection and maintenance of outdoor general advertising devices (device) are non-conforming and prohibited in all districts except as may be allowed pursuant to the provisions of this chapter.

B. **Nonconforming.** Any device lawfully existing prior to March 11, 1988, or prior to the effective date of this ordinance, but could not be erected in accordance with the provisions herein shall be deemed nonconforming, but may continue in accordance with the following conditions.

1. **Destruction, Damage or Obsolescence**. The right to maintain any non-conforming device shall terminate and shall cease to exist whenever the device is damaged over 60% of its value or destroyed, from any cause whatsoever, or became obsolete or substandard under any ordinance regulating such devices to the extent that the device becomes a hazard or a danger.

2. **Changes.**

a. **Message**. The message of the device may be changed or modified without a permit, subject to all other provisions herein, provided the area of the device is not enlarged, the height or depth of the sign increased or any portion of the device structurally altered.

b. **Maintenance.** Permits shall be obtained pursuant to applicable City ordinance(s) for any alterations (other than changing or modifying the message), electrical work or repairs.

c. **Damage.** Any device that is damaged in excess of 60% of the device shall be deemed unlawful and shall be immediately removed. If the device is not damaged more than 60%, then it may be maintained and repaired pursuant to the maintenance provisions above.

3. **Ownership.** There may be a change in tenancy, ownership or management of a nonconforming device provided there is no change in the area or height of such device.

4. **By Discontinuation.** Discontinuation of a device shall mean the absence of any commercial advertisement or public information message and the discontinuation of any device for a period of sixty days or more regardless of any intent to resume or not to abandon such use or device shall be considered abandonment of use and that device for rent is not considered a continued use under this subsection.

5. **By Relocation.** Unless it is a device under a settlement agreement with the City of St. Louis, any device that is moved or relocated for any reason for any distance whatever, shall become an unlawful device and shall be removed immediately. Devices that are subject to the terms of a settlement agreement with the City of St. Louis may be relocated pursuant to the terms of the agreement and if the relocation site is a conforming site with the State of Missouri as of March 15, 2011.

6. **By Violation of Law.** Any violation of ordinance, state or federal statute shall terminate immediately the right to maintain such device.

7. **Replacement.** A nonconforming device may be replaced with a permit if the replacement device is at the exact same location, of the same kind/type of device, operates in the same manner, has no greater area, no greater height, and has the same or less number of faces than the existing nonconforming device. This provision shall not apply to devices that have been discontinued, per §26.68.130(B)(4) of the City of St. Louis Revised Code, and those discontinued devices shall be removed and shall not be replaced.

8. **Removal.** Any device that loses its nonconforming status shall be removed within seven (7) days of such loss of nonconforming status by the owner of the device or the owner of the property on which the device is located. If the device is not removed within said seven (7) days, the Building Commission may remove said device and charge the owner of the device for said removal and the City of St. Louis may also place a lien on the property on which the device is located.

C. Exemptions.

The following devices are hereby exempted from the provisions of this chapter:

1. All on-premises signs;

2. All non-commercial signs, flags, emblems, or insignia of any national, state or political subdivision;

3. Governmental signs of any type;

4. Notice of any judicial or public proceeding posted by public officers or employees in the performance of their duties pursuant to laws, ordinances, orders of the court, regulations, policies and procedures;

5. Political signs are permitted as regulated by Chapter 26.68 of the Revised Code of the City of St. Louis;

6. Signs required or specifically authorized for a public purpose by a law, statute, regulation or ordinance;

7. Signs of government, public utility, public service, railroad companies, or their contractors which aid safety, indicate installations or repairs, or which show the location of underground facilities;

8. Devices that encroach the public right-of-way that have been lawfully erected;

9. Any device designated as a city landmark pursuant to Title 24 of the Revised Code of the City of St. Louis;

10. Pursuant to Sections 226.500 to 226.600, RSMo, Cum. Supp. 1993, any lawfully erected or proposed device located within six hundred sixty feet of the nearest edge of the right-of-way of any interstate or primary highway in areas zoned commercial or industrial subject to the following regulations which are consistent with said Missouri statutes and customary use in the City of St. Louis:

a. The City of St. Louis shall not issue a permit to allow a device to be newly erected without having the requisite permit issued by the Missouri Highways and Transportation Commission,

b. Lighting;

i. No revolving or rotating beam or beacon of light that simulates an emergency light or device shall be permitted as part of any sign. No flashing, intermittent, or moving light or lights will be permitted except scoreboards and other illuminated signs designating public service information, such as time, date, or temperature, or similar information, will be allowed; trivision, electronic, digital, projection or other changeable message signs or devices shall not be allowed, except as provided herein;

ii. The lighting on an outdoor general advertising device shall not exceed the level of 0.3 footcandles over ambient lighting levels using a footcandle meter at a preset distance based on sign size as follows:

Billboard Dimension	Measurement Distance
11x 22	150’
10.5’ x 36’	200’
14’ X 48	250’
20’ X 60	350’

If the state or federal government adopts more restrictive lighting standards then the more restrictive regulations shall apply;

iii. Signs or devices may not have message surfaces made entirely or partly of light emitting diodes (LEDs) or similar lighting technology. Any sign or general outdoor advertising device with one or more LED message surfaces, trivision display or projection display that was permitted prior to April 16, 2010, shall be considered a nonconforming general outdoor advertising device and shall be allowed to continue in operation and be maintained in accordance with the provisions herein.

iv. External lighting, such as floodlights, thin line and gooseneck reflectors are permitted, provided the light source is directed upon the face of the sign or device and is effectively shielded so as to prevent beams or rays of light from being directed into any portion of the main traveled way of the interstate or federal-aid

primary highway and the lights are not of such intensity so as to cause glare, impair the vision of the driver of a motor vehicle, or otherwise interfere with a driver's operation of a motor vehicle; provided the light source is effectively shielded so as to prevent beams or rays of light from shining onto any lot which is used or zoned residential,

v. No sign or device shall be so illuminated that it interferes with the effectiveness of, or obscures, an official traffic sign, device, or signal,

vi. No sign or device shall emit scent, odor, amplified sound, noise, radio frequencies or visible matter with the exception of light.

vii. No sign or device shall use interactive technology that allows electronic communications with the viewers of the sign except for communication necessary for repairs.

viii. The duration of each message on changeable message devices shall be no less than eight (8) seconds. If the state or federal government adopts more restrictive duration standards then the more restrictive regulations shall apply.

c. **Size of Signs/Devices.**

i. The maximum area per face for any one sign shall be one thousand two hundred square feet, inclusive of border and trim but excluding the base of apron, supports, and other structural members,

ii. The maximum size limitations shall apply to each side of a sign structure, and signs may be placed back to back, or in V-type construction with not more than one display to each facing,

iii. The maximum height of any sign shall be no more than thirty-five feet from the highest point on the device to the grade of the highway from which the sign is intended to be read,

d. **Spacing and Location of Signs.**

i. No sign structure shall be erected within five hundred feet of an existing sign on the same side of the highway,

ii. No sign structure shall be erected within three hundred feet of any lot which is used or zoned residential, nor shall any sign structure be located:

a. Within fifty feet of any property line of the lot on which the sign structure is located,

b. Within thirty feet from the nearest building,

c. Within one hundred feet of any on-premise sign,

d. In or within 300 feet of any park, playground, school, library, hospital, church, historic district, landmark, an area on the National Register of Historic Places or the Jefferson Memorial District,

e. The spacing between structure provisIons of subsection (10)(d)(i) of this section do not apply to signs which are separated by buildings, natural surroundings, or other obstructions in such manner that only one sign facing located within such distance is visible at any one time. Directional or other official signs or those advertising the sale or lease of the property on which they are located, or those which advertise activities on the property on which they are located, including products sold, shall not be counted, nor shall measurements be made from them for the purpose of compliance with spacing provisions,

f. No sign shall be located in such manner as to obstruct or otherwise physically interfere with effectiveness of an official traffic sign, signal, or device or obstruct or physically interfere with a motor vehicle operator's view of approaching, merging or intersecting traffic,

g. The measurements in this section shall be the minimum distances between outdoor advertising sign structures measured along the nearest edge of the pavement between points directly opposite the signs along each side of the highway and shall apply only to outdoor advertising sign structures located on the same side of the highway involved,

h. No sign shall be located adjacent to or within five hundred feet of an interchange, intersection at grade, or safety rest area. Such distances shall be measured from beginning or ending of the pavement widening at the exit from or entrance to the main traveled way,

i. No sign shall be located on the roof of a building or non-sign structure.

11. Signs located within the redevelopment project area established pursuant to Ordinance No. 65668, approved October 18, 2002.

26.68.135 **Prohibited use of signs.**

It shall be unlawful to allow any sign to fall into non-use by failing to display a message or public information message for a period of sixty (60) days or more. If any such sign shall fall into such non-use its removal and dismantling shall be ordered by the Building Commissioner of the City whether or not said sign is a nonconforming sign. Failure to obey the Building Commissioner's said order by removal of said sign or by renewing the use of said sign by placement of a new advertising message or public information message within seven (7) days of receipt of said order shall be unlawful and shall subject the owner of said sign to a fine of not less than twenty-five dollars ($25.00) and not more than five hundred dollars ($500.00) for each week subsequent to such order which passes without compliance with said order.

26.68.140 **Signs for and by nonconforming use in all zone districts**.

A. **General.** Signs may be erected, altered and maintained for and by a nonconforming use in any zone district under the following restrictions:

1. **Nonconforming Uses in Zone Districts A and B.** Signs may be erected, altered and maintained for and by a nonconforming use in zone districts A and B subject to all of the restrictions concerning signs for and by conforming uses in zone districts A, B, C, D and E as set out herein above in Section 26.68.080.

2. **Nonconforming Uses in Zone Districts C, D and E.** Signs may be erected, altered and maintained for and by a nonconforming use in zone districts C, D and E subject to all of the restrictions concerning signs for and by conforming uses in zone districts C, D and E as set out herein above in Section 26.68.080.

3. **Nonconforming Uses in Zone District F Local Business.** Signs may be erected, altered and maintained for and by a nonconforming use in zone district F subject to all of the restrictions concerning signs for and by conforming uses in zone district F as set out herein above in Section 26.68.090.

4. **Nonconforming Uses in Zone Districts G and H.** Signs may be erected, altered and maintained for and by a nonconforming use in zone districts G and H subject to all of the restrictions concerning signs for and by conforming uses in zone districts G and H as set out herein above in Section 26.68.100.

5. **Nonconforming Uses in Zone Districts I, J, K and L.** Signs may be erected, altered and maintained for and by a nonconforming use in zone districts I, J, K and L subject to all of the restrictions concerning signs for and by conforming uses in zone districts I, J, K and L as set out herein above in Sections 26.68.110 and 26.68.120.

26.68.150 **Nonconforming signs.**

A. **Declaration of Public Policy.** A nonconforming sign may be maintained and repaired. If reconstructed (not meaning to restyle or reword), the sign must conform to the regulations in the district in which it is located.

B. **Definition of Nonconforming Signs.** A nonconforming sign shall be any sign which:

1. On the effective date of this ordinance was lawfully maintained and had been lawfully erected in accordance with the provisions of any prior zoning ordinance but which sign does not conform to the limitations established by this ordinance in the district in which the sign is located; or

2. On or after the effective date of this ordinance was lawfully maintained and erected in accordance with the provisions of this ordinance but which sign, by reason of amendment to this ordinance after the effective date thereof does not conform to the limitations established by the amendment to this ordinance in which the sign is located.

3. **Continuance of Nonconforming Signs.** Subject to the termination hereinafter provided, any nonconforming sign may be continued in operation and maintained after the effective date of this ordinance; provided, however, that no such sign shall be changed in any manner that increases the noncompliance of such sign with the provisions of this ordinance established for signs in the district in which the sign is located; and, provided, further that the burden of establishing a sign to be nonconforming under this Section rests entirely upon the person or persons, firm or corporation claiming a nonconforming status for a sign.

4. **Termination of Nonconforming Signs.**

a. **By Abandonment.** Abandonment of a nonconforming sign shall terminate immediately the right to maintain such sign.

b. **By Violation of the Title.** Any violation of this title shall terminate immediately the right to maintain a nonconforming sign.

c. **By Destruction, Damage or Obsolescence.** The right to maintain any nonconforming sign shall terminate and shall cease to exist whenever the sign is damaged over sixty percent (60%) of its value or destroyed, from any cause whatsoever, or becomes obsolete or substandard under any applicable ordinance of the municipality to the extent that the sign becomes a hazard or a danger.

26.68.160 **Signs in chapter 353 development plans, in signage overlay plan districts and signs with special provisions.**

A. **Chapter 353 Development Plans.**

Any urban redevelopment corporation ("Developer") formed, existing and in good standing under Chapter 353 of the Revised Statutes of Missouri that has obtained approval by ordinance adopted by the Board of Aldermen for the City for a development plan ("Development Plan") in accordance with Chapter 11.06 of the Revised Code of the City of St. Louis may, with respect to the area described in the Development Plan ("Development Area") promulgate uniform sign standards for the development area with respect to the placement, location, size, type and appearance of signs erected or caused to be erected and placed by or on behalf of the Developer in connection with its redevelopment activities in the development area including access within the public right-of-way. Such uniform sign standards and any amendments thereto shall be immediately effective upon the approval of such standards by resolution of the Board of Aldermen and shall terminate upon expiration of the agreement approved and authorized by the ordinance approving the Development Plan, as amended or modified; provided, however, that prior to the adoption of any such resolution by the Board of Aldermen, any such standards shall have been reviewed and favorably recommended by the Planning Commission which may delegate said review to the Director of the Planning & Urban Design Agency; and provided further that no authority is given to any Developer to regulate or restrict the placement, location, size, type or appearance of signs indicating that any real estate is "for sale" or "for lease"; and provided further that no authority is given to any Developer to regulate, restrict placement, location, size, type or appearance of signs as set forth and provided in Section 26.68.130.

B. Signage Plan Overlay Districts.

1. A Signage Plan Overlay District may be created by Ordinance to promulgate uniform sign standards for a designated district allowing for flexibility in the size, height, type, placement and number of allowed signs. A Signage Plan District provides a means for defining common sign regulations for unique areas of the City, to encourage a creative incentive and latitude in the design and display of signs for the Signage Plan Overlay District.

2. An applicant may apply for the establishment of a Signage Plan Overlay District for any property or project area zoned “F” Neighborhood Commercial District or higher with a minimum of two (2) acres of area and in accordance with other regulations to be established by the Planning Commission.

3. A Signage Plan Overlay District may be approved by Ordinance by the Board of Aldermen of the City of St. Louis after a recommendation from the Planning Commission.

4. Notwithstanding the foregoing, any redevelopment project area established pursuant to Ordinance No. 65668, approved October 18, 2002, shall hereby be deemed to be a Signage Plan Overlay District, provided that the developer(s)

designated for such redevelopment project area promulgate(s) uniform sign standards with respect to the placement, location, size, height, type and number of signs within such redevelopment area. Such uniform sign standards and any amendments thereto shall be immediately effective upon approval by resolution of the Board of Aldermen.

C. **Kiel Center Arena – Special Provisions.**

Notwithstanding the provision of Ordinance 60704, approved March 11, 1988, Ordinance 60364, approved June 18, 1987, Ordinance 62121, approved December 17, 1990, the zoning code of the City of St. Louis, a building sign including off-premise outdoor advertising may be erected, maintained and operated on the new Kiel Center Arena located in City Blocks 209 and 210 south subject to the following conditions:

1. Said device shall display no more than five logo signs; and

2. Said device may contain any information or advertising and an electronic message board; and

3. Said device may be either a wall or window type; and

4. Said device may be installed no less than two hundred feet from any other off-premise outdoor general advertising device on the same side of the highway existing at the time of the erection; and

5. Said device may not exceed (a) two hundred feet in length, (b) ten feet in height, and (c) sixty-five feet above grade on Clark Avenue as measured to the bottom of the device.

Except as herein provided, the device shall be subject to all other provisions of the ordinances of the City of St. Louis.

26.68.170 **Prohibited signs.**

Any sign not specifically permitted by this title shall be deemed prohibited. These prohibited signs include, but are not limited to the following:

A. Signs which emit any odor, noise, amplified sound, radio frequencies or visible matter, other than light.

26.68.175 **Board-up signage prohibited.**

A. The application, by stencil or other similar means, of any words, letters, numbers, or graphic advertising designs on the plywood or other material used to secure openings in vacant or occupied buildings is prohibited.

B. The City of St. Louis and the Land Reutilization Authority shall be exempt from the provisions of this section.

C. Penalty for Violation. Any person violating the provisions of this ordinance shall, upon conviction, be punished by a fine of not more than five hundred dollars, or by imprisonment of not more than ninety days, or by both fine and imprisonment.

26.68.180 **Removal of signs within or on public right-of-way or easement.**

A. No person, partnership, corporation or organization shall place, erect, attach or set up a prohibited sign, as defined in Chapter 26.68 of the Revised Code, within or on a public right-of-way or a public easement.

B. The Refuse Commissioner is hereby authorized to remove and dispose of any signs which are placed within or on a public right-of-way or a public easement and which are specifically prohibited by Chapter 26.68 of the Revised Code.

C. **Penalty for Violation.** Any person violating the provisions of this chapter shall be subject to a fine of not more than five hundred dollars or by imprisonment of not more than ninety days, or by both fine and imprisonment.

26.68.190 **Substitution clause.**

Any device, display, or sign allowed under this Ordinance may contain in lieu of any other copy, any otherwise lawful noncommercial message including any political message, that does not direct attention to a business operated for profit or to a commodity or service for sale, and that complies with all other requirements of this Ordinance.

SECTION FOUR. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION FIVE. Savings clause.

Any act done or right vested or accrued, or any proceeding, suit or prosecution had or commenced in any cause before the effective date of the ordinance codified in this title shall not be affected by this title; but every act done, or right vested or accrued, or proceeding, suit or prosecution had or commenced shall remain in full force and effect to all intents and purposes as if prior law had remained in full force and effect. No offense committed and no liability or penalty incurred prior to the effective date of said ordinance, shall be discharged or affected by this title; but prosecutions and suits for such offenses, liabilities or penalties shall be instituted and proceeds with in all respects as if this ordinance had not taken effect.

SECTION SIX. Emergency Clause. The passage of this ordinance being deemed necessary for immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist within the meaning of Section 20 of Article IV of the Charter, and this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor no later than March 15, 2011.

Approved: February 14, 2011

ORDINANCE #68850
Board Bill No. 244

An Ordinance recommended by the Planning Commission on December 1, 2010, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District to the "C" Multiple-Family Dwelling District, in City Block 5141 (5316-26 Ruskin and 5301 Queens), so as to include the described parcels of land in City Block 5141; and containing an emergency clause.

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

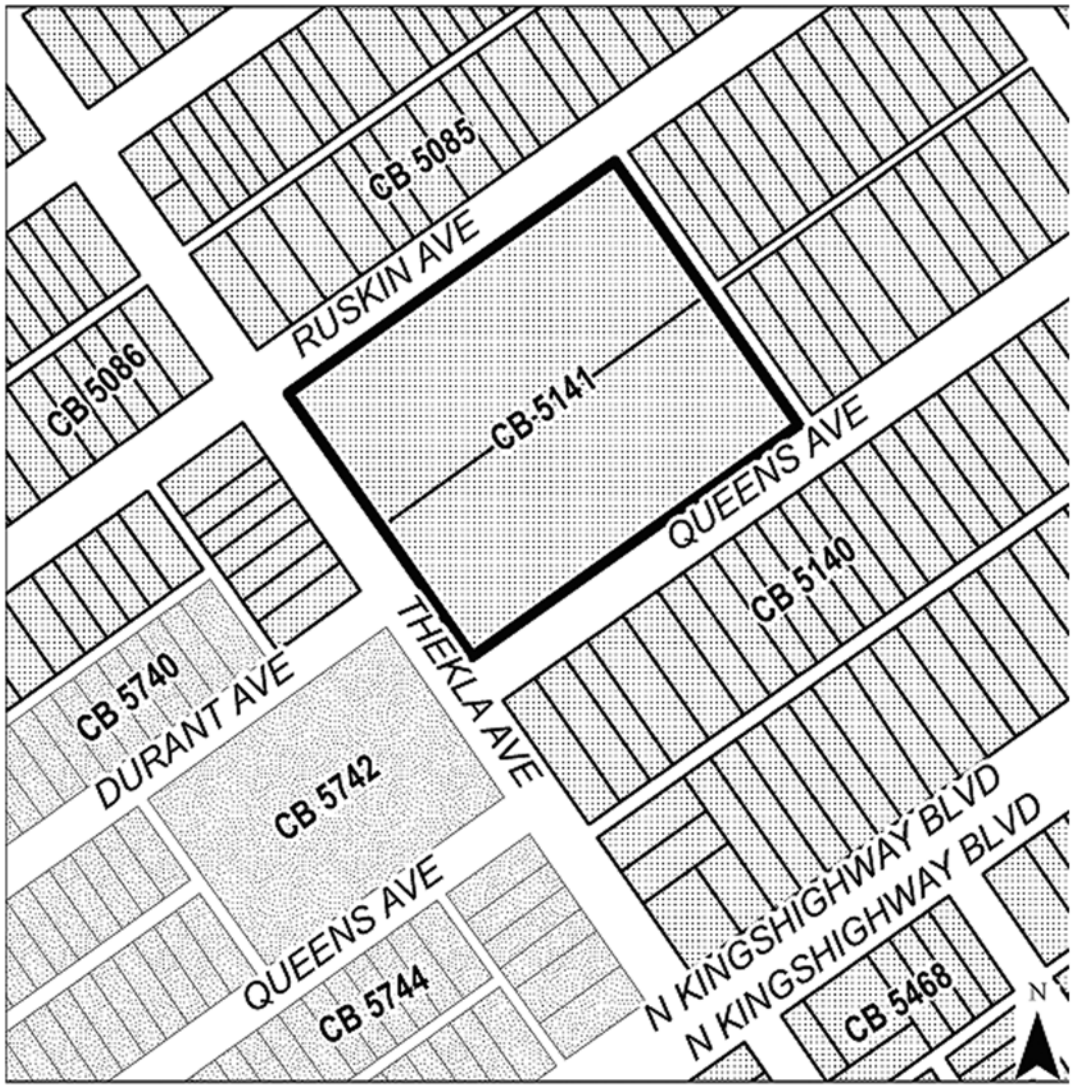
SECTION ONE. The zoning designation of certain real property located in City Block 5141 is hereby changed to the "C" Multiple-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

A tract of land in Block 5141 of the City of St. Louis, Missouri, comprised of Lots 1 through 9, inclusive, and Lots 28 through 36, inclusive, of the NORTH ST. LOUIS HEIGHTS ADDITION, being more particularly described as follows:
Beginning at a point of intersection of the North Line of Queens Avenue (60 feet wide) and the East side of Thelka Ave. (60 feet wide); thence Northwardly 375 feet, more or less, along the East Line of Thelka Ave. to the South Line of Ruskin Ave.; thence Eastwardly 450 feet, more or less, along said South Line to the West Line of a North-South alley (20 feet wide); thence Southwardly 360 feet, more or less, along said West Line to the North Line of Queens Ave.; thence Westwardly 450 feet, more or les, along said South Line to the point of beginning, known and numbered as 5314 Ruskin.

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

Rezoning Area

Rezoning from "A" to "C"

PDA-092-10-REZ

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

Approved: February 14, 2011

ORDINANCE #68851
Board Bill No. 246

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a First Supplemental Appropriation in the amount of Three Hundred Eighteen Thousand Seven Hundred Dollars ($318,700) from the Airport's FAA Land Sale Account into the Unified Land Development Program Ordinance 65704 approved December 10, 2002, for the payment of costs authorized therein; and containing an emergency clause.

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

SECTION ONE. There is hereby authorized a First Supplemental Appropriation in the amount of Three Hundred Eighteen Thousand Seven Hundred Dollars ($318,700) from the Airport's FAA Land Sale Account into the Unified Land Development Program Ordinance 65704 approved December 10, 2002, for the payment of costs authorized therein.

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

Approved: February 14, 2011

ORDINANCE #68852
Board Bill No. 247

An Ordinance recommended and approved by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing a Second Amendment to Section One of the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, as amended by Ordinance 68650 approved June 2, 2010, which authorized a multi-year public work and improvement program ("Airport Projects") at Lambert-St. Louis International Airport® ("Airport"), increasing the total estimated cost of the Airport Projects by Twenty Million Dollars ($20,000,000) to Two Hundred Twenty Million Dollars ($220,000,000); authorizing a Sixth Supplemental Appropriation in the total amount of Twelve Million Two Hundred Sixty Two Thousand Eight Hundred Dollars ($12,262,800) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended, for the payment of costs for work and services authorized therein; and containing an emergency clause.

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

SECTION ONE. Section One of the Airport Schedule F CIP Project Ordinance 67357 approved December 19, 2006, as amended by Ordinane 68650 approved June 2, 2010, is hereby amended by deleting the following words and figures from the last clause of Section One:

> "and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Airport Projects at a total estimated cost of Two Hundred Million Dollars ($200,000,000)."

and replacing with the following words and figures:

> "and other necessary and related work or services for the development, implementation, administration, management or monitoring of the Airport Projects at a total estimated cost of Two Hundred Twenty Million Dollars ($220,000,000)."

SECTION TWO. There is hereby authorized a Sixth Supplemental Appropriation in the total amount of Twelve Million Two Hundred Sixty Two Thousand Eight Hundred Dollars ($12,262,800) from the Airport Development Fund established under authority of Ordinance 59286, Section 13, approved October 26, 1984, into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended, for the payment of costs for work and services authorized therein.

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

Approved: February 14, 2011

ORDINANCE #68853
Board Bill No. 248

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, making certain findings with respect to the transfer of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) of excess moneys that The City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport®, intends to transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) in accordance with Section 509.F of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"); authorizing a transfer in the total amount of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) from the Airport Development Fund into the Airport Contingency Fund; further authorizing the transfer from the Contingency Fund to the Airport Bond Fund for credit to the Debt Service Account in accordance with the Restated Indenture an amount not to exceed One Million Three Hundred Sixty Thousand Dollars ($1,360,000) during the fiscal year beginning July 1, 2010, to be used to pay debt service for the City's airport revenue bonds; containing a severability clause; and containing an emergency clause.

WHEREAS, The City of St. Louis (the "City") is the owner of Lambert-St. Louis International Airport® (the "Airport"), which is operated for the City by the City's Airport Authority, a department of the City;

WHEREAS, pursuant to Section 509.F of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"), the City may, but if and only to the extent consistent with the Capital Budget, transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) any moneys in the Airport Development Fund which are no longer needed for the purposes of moneys on deposit in the Airport Development Fund;

WHEREAS, the City, pursuant to Ordinance 68565 approved February 10, 2010, previously authorized the transfer of Seventeen Million Dollars ($17,000,000) from the Development Fund to the Contingency Fund to pay debt service for airfield improvements financed by Airport bonds in fiscal years beginning July 1, 2009 and July 1, 2010 and further authorized an amount not to exceed Seven Million Dollars ($7,000,000) during the fiscal year beginning July 1, 2009 and an amount not to exceed Ten Million Dollars ($10,000,000) during the fiscal year beginning July 1, 2010, for the purpose of making funds available to pay debt service for the City's airport revenue bonds;

WHEREAS, the City anticipates that an additional One Million Three Hundred Sixty Thousand Dollars ($1,360,000) is required to pay debt service for airfield improvements financed by Airport bonds in the fiscal year beginning July 1, 2010;

WHEREAS, there is a balance in excess of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) available for transfer from the Airport Development Fund into the Airport Contingency Fund;

WHEREAS, it is now in the best interest of the City and the operation of the Airport to authorize the transfer of funds from the Airport Development Fund into the Airport Contingency Fund in the total amount of One Million Three Hundred Sixty Thousand Dollars ($1,360,000); and

WHEREAS, this Ordinance authorizing the transfer of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) from the City's Airport Development Fund into the Airport Contingency Fund is recommended by the City's Airport Commission and the City's Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis hereby adopts and incorporates herein the foregoing recitals as findings and further finds that the One Million Three Hundred Sixty Thousand Dollars ($1,360,000) of excess moneys or funds that the City intends to transfer from the Airport Development Fund into the Airport Contingency Fund is no longer needed for the purposes of moneys on deposit in the Airport Development Fund and that said transfer is consistent with the Airport Capital Budget in accordance with Section 509.F of the Restated Indenture.

SECTION TWO. There is hereby authorized a transfer of funds in the total amount of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) from the Airport Development Fund into the Airport Contingency Fund.

SECTION THREE. There is hereby further authorized the following transfers as are required of sufficient funds or moneys on deposit in the Airport Contingency Fund as authorized by Section Two above to the Airport Bond Fund for credit to the Debt Service Account in accordance with the Restated Indenture: an amount not to exceed One Million Three Hundred Sixty Thousand Dollars ($1,360,000) during the fiscal year beginning July 1, 2010 for the purposes of making funds available to pay debt service for the City's airport revenue bonds.

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

SECTION FIVE. This being an ordinance for the payment of public debt, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the Charter of the City and shall become effective immediately upon its approval by the Mayor of the City.

Approved: February 14, 2011

ORDINANCE #68854
Board Bill No. 249

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, making certain findings with respect to the transfer of One Million Four Hundred Thirty Six Thousand Eight Hundred and Sixteen Dollars ($1,436,816) of excess moneys that The City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport®, intends to transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) in accordance with Section 509.F of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"); authorizing a transfer in the total amount of One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) from the Airport Contingency Fund into the Airport Revenue Fund, established by Section 502 of the Restated Indenture, to be used to reimburse the airlines for amortization costs associated with the W-1W Expansion Program authorized by Ordinance 64279, approved March 9, 1998; containing a severability clause; and containing an emergency clause.

WHEREAS, The City of St. Louis (the "City") is the owner of Lambert-St. Louis International Airport® (the "Airport"), which is operated for the City by the City's Airport Authority, a department of the City;

WHEREAS, pursuant to Section 509.F of the Lambert-St. Louis International Airport® Amended and Restated Indenture of Trust between UMB Bank, N.A., Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009 (the "Restated Indenture"), the City may, but if and only to the extent consistent with the Capital Budget, transfer from the "Airport Development Fund" (established under Ordinance 59286, Section 13, approved October 26, 1984) into the "Airport Contingency Fund" (established under Ordinance 59286 approved October 26, 1984, Exhibit A, Article V, Sections 502 and 510) any moneys in the Airport Development Fund which are no longer needed for the purposes of moneys on deposit in the Airport Development Fund;

WHEREAS, the City anticipates that One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) is required to reimburse the airlines for amortization costs associated with the W-1W Expansion Program authorized by Ordinance 64279, approved March 9, 1998;

WHEREAS, there is a balance in excess of One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) available for transfer from the Airport Development Fund into the Airport Contingency Fund;

WHEREAS, it is now in the best interest of the City and the operation of the Airport to authorize the transfer of funds from the Airport Development Fund into the Airport Contingency Fund in the total amount of One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816); and

WHEREAS, this Ordinance authorizing the transfer of One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) from the City's Airport Development Fund into the Airport Contingency Fund is recommended by the

City's Airport Commission and the City's Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis hereby adopts and incorporates herein the foregoing recitals as findings and further finds that the One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) of excess moneys or funds that the City intends to transfer from the Airport Development Fund into the Airport Contingency Fund is no longer needed for the purposes of moneys on deposit in the Airport Development Fund and that said transfer is consistent with the Airport Capital Budget in accordance with Section 509.F of the Restated Indenture.

SECTION TWO. There is hereby authorized a transfer of funds in the total amount of One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) from the Airport Development Fund into the Airport Contingency Fund.

SECTION THREE. There is hereby further authorized the transfers as are required of sufficient funds or moneys on deposit in the Airport Contingency Fund as authorized by Section Two above to the Airport Revenue Fund an amount not to exceed One Million Four Hundred Thirty Six Thousand Eight Hundred Sixteen Dollars ($1,436,816) to reimburse the airlines for amortization costs associated with the W-1W Expansion Program, authorized by Ordinance 64279, approved March 9, 1998.

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

SECTION FIVE. This being an ordinance for the payment of public debt, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the Charter of the City and shall become effective immediately upon its approval by the Mayor of the City.

Approved: February 14, 2011

ORDINANCE #68855
Board Bill No. 271

An ordinance approving the establishment of a necessary bank account, EDA Receipts Account, at Pulaski Bank in the name of the City of St. Louis Port Authority ("Port Authority") for purposes of depositing (receiving) and disbursing Economic Adjustment Assistance grant funds awarded to the Port Authority from the U.S. Department of Commerce Economic Development Administration ("EDA") for the purpose of performing major repair and reconstruction of the South Dock at the City Municipal River Terminal located at #1 Market Street ("City Municipal River Terminal"); approving the deposit and disbursement of the Economic Adjustment Assistance grant funds into the EDA Receipts Account by the Port Authority; authorizing the execution of documents necessary to comply with the intent of this Ordinance; and containing an emergency clause.

WHEREAS, the City Municipal River Terminal moves an average of 2.2 million tons of product annually and is the only public dock along the 19.3 mile length of city wharf; and

WHEREAS, engineering studies show that the South Dock at the City Municipal River Terminal is in urgent need of major repairs and will be rendered unusable unless major repairs are made; and

WHEREAS, said terminal is currently leased by the City of St. Louis to the Port Authority Commission of the City of St. Louis ("Port Authority Commission"), which lease requires the Port Authority Commission to make necessary improvements subject to availability of funds;

WHEREAS, the Port Authority applied for and on December 18, 2009 was awarded a $15.648 million matching grant Economic Adjustment Assistance grant (Award No. 05-79-04876) from EDA for the purpose of performing major repair and reconstruction of the South Dock at the City Municipal River Terminal; and

WHEREAS, the local match required for the EDA Economic Adjustment Assistance grant is 20% or $3.912 million; and

WHEREAS, the Port Authority has secured a loan commitment from Pulaski Bank to provide the required local match ($3.912 million), Construction Loan, and a Revolving Loan ($2 million).

WHEREAS, the source of the debt service on the Construction Loan will be the lease revenue stream from the Dock operation; and

WHEREAS, the source of the debt service on the Revolving Loan will be the EDA Economic Adjustment Assistance grant funds and proceeds from the Construction Loan; and

WHEREAS, part of the Pulaski commitment is the requirement that a bank account, EDA Receipts Account, be established to deposit (receive) and disburse the EDA Economic Adjustment Assistance grant funds by the Port Authority; and

WHEREAS, the Port Authority is authorized to open an account at Pulaski Bank by Port Resolution 10-PT-14 which was approved at the April 13, 2010 regular board meeting of the Port Authority Commission; and

WHEREAS, Ordinance 57326 currently requires all grants accepted by the Port Authority to be deposited in the Port Development Fund; and

WHEREAS, an ordinance authorizing the establishment of a bank account at Pulaski Bank in the name of the Port Authority for the purpose of depositing (receiving) and disbursing EDA Economic Adjustment Assistance grant funds is required.

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

SECTION ONE. The City of St. Louis Port Authority is hereby authorized to open a necessary bank account, EDA Receipts Account, at Pulaski Bank for the purpose of depositing (receiving) and disbursing U.S Department of Commerce Economic Development Administration (EDA) Economic Adjustment Assistance grant funds (Award No. 05-79-04876) as awarded to the City of St. Louis Port Authority on December 18, 2009 for the purpose of performing major repair and reconstruction of the South Dock at the City Municipal River Terminal located at #1 Market Street. These EDA Economic Adjustment Assistance grant funds shall be deposited (received) into and disbursed from the EDA Receipts Account by the City of St. Louis Port Authority in accordance with the EDA Adjustment Assistance Award and without need for any further action or appropriation by the City of St. Louis.

SECTION TWO. The City of St. Louis and the City of St. Louis Port Authority shall, and the officers, commissioners, officials, agents and employees of each are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION THREE. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, is hereby declared 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: February 14, 2011

ORDINANCE #68856
Board Bill No. 272

An Ordinance authorizing First Amendments to certain leases with Grace Hill Neighborhood Health Centers, Inc. ("Grace Hill") pertaining to changes in use and authorizing a federal interest required by The Department of Health and Human Services ("HHS") under a certain grant authorization and containing an emergency clause.

WHEREAS, the City of St. Louis ("City") by Ordinance No. 66745 entered into two (2) Lease Agreements with Grace Hill, both dated October 21, 2005, to secure and provide primary healthcare, wellness, child day care, adult day care and other social services and to lease the operation of two (2) medical clinics in the City at 2200 Lemp or Max C. Starkloff Center and 1717 Biddle or Courtney Health Center ("Medical Clinics"); and

WHEREAS, Grace Hill desires to improve the Medical Clinics and to add certain related administrative functions and its required information systems in addition to the aforementioned services; and

WHEREAS, Grace Hill has secured a certain grant from HHS, Award No. C8ACS21253-01-00, in the amount of approximately TWO MILLION ONE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS ($2,147,821.00) for improvements to the Medical Clinics ("HHS Grant"); and

WHEREAS, HHS requires Grace Hill and the City to grant a federal interest in order to obtain the HHS Grant in the nature of restrictive covenant wherein the Medical Clinics may not be used for any purpose inconsistent with its current use as presently leased and amended herein and may not mortgage or sell same, and;

WHEREAS, the City is willing to allow the improvements and changes in use and to grant a federal interest with the understanding that said Medical Clinics shall continue to provide the secured and provided services, as described herein.

SECTION ONE. Paragraph 2 of each Lease Agreement between the City and Grace Hill is hereby amended by adding the following sentence at the end:

> In addition to the uses described herein, Lessee may provide for certain related administrative functions and for its required information systems.

SECTION TWO. In consideration of the improvements at each medical clinic, the City hereby authorizes its Comptroller or her designee to execute a Notice of Federal Interest, which shall state as follows:

> The Notice of Award for this grant includes conditions on use of the aforementioned property and provides for a continuing Federal interest in the property. Specifically, the property may not be (1) used for any purpose inconsistent with the statute and any program regulations governing the award under which the property was acquired; (2) mortgaged or otherwise used as collateral without the written permission of the Associate Administrator, Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); or (3) sold or transferred to another party without the written permission of the Associate Administrator, OFAM, HRSA. These conditions are in accordance with the statutory provisions set forth in Affordable Care Act, Title 45 CFR part 74 or 92 as applicable, the HHS Grants Policy Statement, and other terms and conditions of award.
>
> These grant conditions and requirements cannot be nullified or voided though a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be provided to the Associate Administrator, OFAM, HRSA,

SECTION THREE. Emergency clause.

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

Approved: February 14, 2011

ORDINANCE #68857
Board Bill No. 273
Committee Substitute

An Ordinance amending Ordinance Numbers 65857 and 66431 and 67059 and 68429 and 68532 and 68533 and 68755 pertaining to the Grand Center Redevelopment Area approving a Tax Increment Financing Redevelopment Agreement for the Grand Center Redevelopment Area; approving a seventh Amendment to the Redevelopment Agreement contained in Exhibit A to such Ordinances; prescribing other matters and making findings with respect thereto; modifying the terms and timing of the sale and purchase of the property at 634 N. Grand in accordance with a certain Contract and Sale of Real Estate; approving the Contract for the Sale of Real Estate; authorizing certain actions by City officials; and containing a severability clause and an emergency clause.

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

WHEREAS, pursuant to Ordinance No. 65703 approved November 15, 2002, the Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the "Redevelopment Plan") for the Grand Center Redevelopment Area (the "Redevelopment Area") which provides for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being

hereinafter referred to as a series of "Redevelopment Projects"); and

WHEREAS, the City's Board of Aldermen did duly consider and adopt Ordinance No. 65857 on February 25, 2003 authorizing execution of a redevelopment agreement by and between the City and Grand Center, Inc. ("Developer"), and the City did, pursuant to said ordinance, enter into a Redevelopment Agreement dated April 24, 2003 with the Developer (the "Redevelopment Agreement") in order to implement the Redevelopment Plan and the Redevelopment Projects therein; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement progressed, it became evident that certain changes were required, and the Developer requested certain amendments to the Redevelopment Agreement and the City's Board of Alderman did duly consider and adopt Ordinance No. 66431 in July, 2004 authorizing execution of an Amendment to the Redevelopment Agreement (the "First Amendment") and did duly consider and adopt Ordinance No. 67059 in March, 2006 authorizing execution of a second Amendment to the Redevelopment Agreement (the "Second Amendment") and did duly consider and adopt Ordinance No. 68429 in July, 2009 authorizing execution of a third Amendment to the Redevelopment Agreement (the "Third Amendment") and did duly consider and adopt Ordinance No. 68532 in December, 2009 authorizing execution of a fourth Amendment to the Redevelopment Agreement (the "Fourth Amendment") and did duly consider and adopt Ordinance No. 68533 in December, 2009 authorizing a fifth Amendment to the Redevelopment Agreement (the "Fifth Amendment") and did duly consider and adopt Ordinance No. 68755 in October, 2010 authorizing a sixth Amendment to the Redevelopment Agreement (the "Sixth Amendment") by and between the City and the Developer; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement (as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment) has continued to progress; and

WHEREAS, certain Redevelopment Projects can be completed with lower TIF Allocation amounts and certain other Redevelopment Projects cannot be completed without TIF Allocation amounts; and

WHEREAS, Section 2.D.(ii)(b) of the Redevelopment Agreement relating to the City providing Developer with a $500,000 non-interest bearing note is no longer necessary; and

WHEREAS, in exchange for the further consideration of the City's request for the Industrial Development Authority of the City of St. Louis to issue its TIF Bonds as set forth in Ordinance No. _____ [Board Bill No. 274], certain terms concerning the sale of the property at 634 N. Grand need to be modified in connection with the proposed ultimate redevelopment of said property; and

WHEREAS, Section 2.H.(iv) of the Redevelopment Agreement relating to Issuance Costs incurred by the City has been determined to be obsolete and requires modification; and

WHEREAS, the Board of Aldermen hereby determines that the terms of the Seventh Amendment to the Redevelopment Agreement attached as Exhibit A hereto (the "Seventh Amendment") are acceptable and that the execution, delivery and performance by the City and the Developer of their respective obligations under the Redevelopment Agreement, as amended, are in the best interests of the City and the health, safety, morals and welfare of its residents, and in accord with the public purposes specified in the Act and the Redevelopment Plan; and

WHEREAS, the Board of Aldermen hereby determines, in exchange for the further consideration of the City's request for the Industrial Development Authority of the City of St. Louis to issue its TIF Bonds as set forth in Ordinance No. _____ [Board Bill No. 274], that modifying terms of the sale of the property at 634 N. Grand from City to Developer in accordance with a certain Contract for Sale of Real Estate attached at Exhibit B is in the best interest of the City.

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

SECTION ONE. The Redevelopment Agreement contained in Exhibit A to Ordinance 66857, the First Amendment contained in Exhibit A to Ordinance 66431, the Second Amendment contained in Exhibit A of Ordinance 67059, the Third Amendment contained in Exhibit A of Ordinance 68427, the Fourth Amendment contained in Exhibit A of Ordinance 68532, the Fifth Amendment contained in Exhibit A to Ordinance 68533, and the Sixth Amendment contained in Exhibit A of Ordinance 68755 are hereby ratified and approved. The Seventh Amendment, attached hereto as Exhibit A, is hereby approved and the Redevelopment Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment and all exhibits attached thereto and all Redevelopment Projects set forth therein are hereby deemed amended in accordance with the Seventh Amendment.

SECTION TWO. In exchange for the further consideration of the City's request for the Industrial Development Authority of the City of St. Louis to issue its TIF Bonds as set forth in Ordinance No. _____ [Board Bill No. 274], the Contract for Sale of Real Estate attached hereto as Exhibit B, is hereby approved.

SECTION THREE. The Mayor and Comptroller of the City and all other officers, agents, representatives and employees of the City are hereby authorized to take any and all actions as may be deemed necessary, desirable, convenient or proper to carry out and comply with the intent of this Ordinance with regard to the implementation of the Redevelopment Plan, the Redevelopment Agreement and the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to carry out the matters herein authorized.

SECTION FOUR. The Mayor and the Comptroller or their designated representatives are hereby further authorized and directed to make any changes to the documents and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

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

SECTION SIX. This being an ordinance involving the sale, rehabilitation and financing of property and necessary for the immediate preservation of the public peace, health and safety, it is declared to be an emergency measure as defined by Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect and be in force from and after its adoption and approval by the Mayor.

EXHIBIT A

1. Section 2.D.(ii)(b), pertaining to that certain non interest-bearing City Note in the amount of $500,000, is hereby deleted.

2. Section 2.H.(iv) of the Redevelopment Agreement shall be deleted and a new Section 2.H.(iv) shall be inserted, as follows:

   "The Developer shall, concurrently with the issuance of any TIF Notes, TIF Bonds, or other Obligations issued by the City or its related agencies, pay the City a flat fee to be reasonably determined by the City Comptroller in her sole discretion at the time of the issuance to pay for the City's Issuance Costs."

3. The existing Exhibit D-1 and Exhibit D-2 to the Redevelopment Agreement and First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment approved in Exhibit A to Ordinance 65857, Ordinance 66431, Ordinance 67059, Ordinance 65875, Ordinance 68532, Ordinance 68533 and Ordinance 68755 shall be deleted and a new Exhibit D-1 and Exhibit D-2 shall be inserted as follows:

EXHIBIT D-1 (to Redevelopment Agreement)
PHASE I REDEVELOPMENT PROJECTS
Allocable Amount of TIF Obligations

Series A Notes

1. SLU Arena $ 8,000,000 (not to exceed when added to related Series B Notes and amount on deposit in the SLU EATs account and any amount that is to be covered upon refinancing due to a change in interest rates)

Series B Notes

1. SLU Arena $ 1,865,000

2. Woolworth's	$ 1,850,000	
3. District Expenses and Reimbursements	$ 750,000	
4. P.W. Shoe Lofts (residential/retail)	$ 650,000	
5. Sweetie Pie's Restaurant & Banquet Center	$ 600,000	
6. Metropolitan Building	$ 1,100,000	
7. 634 N. Grand	$ 3,200,000	
8. Medinah	$ 3,000,000	
9. Humboldt	$ 1,175,000	
10. Beaux Arts Building	$ 1,500,000	
11. Moto East	$ 635,000	
12. West Locust Loft	$ 380,000	
13. Grandel Theatre	$ 2,300,000	
14. Urban Garden	$ 750,000	
15. Celestial Temple/Art St. Louis Project	$ 250,000	
16. Olive West Housing (land assembly and development)	$ 4,500,000	
17. District Improvements and Expenses	$ 3,500,000	
GRAND TOTAL SERIES B NOTES:		$28,805,000

Series C Notes

1. Phase I Retail Mixed Use (Grand and Lindell)	$ 2,500,000	
2. Garage I ($2,150 per space for 1,000 spaces)	$ 2,150,000	
GRAND TOTAL SERIES C		$4,650,000

Series D Notes

1. Contemporary Art Museum	$ 2,000,000	
2. Sun Theatre	$ 1,750,000	
GRAND TOTAL SERIES D NOTES:		$3,750,000

EXHIBIT B
CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT ("Contract") made and entered into this ____ day of _____, 2011 ("Effective Date"), by and between GRAND CENTER, INC., a Missouri not for profit corporation, ("Purchaser"), and the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, ("Seller").

WITNESSETH, THAT:

WHEREAS, Seller is the owner of that certain parcel of real estate and all improvements thereon commonly known and numbered as 626-634 N. Grand, St. Louis, Missouri, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference as if fully set out, ("Property"); and

WHEREAS, Seller and Purchaser are parties to that certain Redevelopment Agreement dated as of April 24, 2003, as amended on May 23, 2005, as amended on July 11, 2006, as amended on August 27, 2009, amended on December 31, 2009, as amended on December 31, 2010, as may be amended from time to time (the "Redevelopment Agreement"); and

WHEREAS, pursuant to the terms of the Redevelopment Agreement and terms and conditions relating to the issuance of certain Industrial Development Bonds as authorized by Ordinance No. _____ [Board Bill No. 274], Seller desires and agrees to sell and Purchaser desires and agrees to purchase the Property under certain terms and conditions as set forth herein; and

WHEREAS, pursuant to the terms of the Redevelopment Agreement Seller and Purchaser have identified an alternative purchaser, 634 N Grand, LLC, to whom this Contract may be assigned subject to the terms of said Redevelopment Agreement, as amended, and to this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. Sale: For the consideration hereinafter set forth and upon all the terms, provisions and conditions and at the times herein contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase from Seller, the Property.

2. Purchase Price: Purchaser shall pay to Seller the sum of Three Million Two Hundred Thousand and No/100 Dollars ($3,200,000.00) (the "Purchase Price"), which sum shall be payable at closing by cashier's check, wire or other immediately available funds.

3. Assignability in Favor of the Development; Assignability Generally. Notwithstanding anything herein to the contrary, Seller and Purchaser agree that Purchaser shall have the right to offer the Property to 634 N Grand, LLC. ("Project Developer"). In the event that Purchaser and Project Developer come to an agreement whereby Project Developer agrees to purchase the Property and redevelop the same on terms not less than those set forth herein, Purchaser agrees to assign all of its rights under this Contract to Project Developer. Any excess over the Purchase Price paid by Project Developer shall be payable to Seller. Seller and Purchaser agree that, except as provided for in this paragraph, Purchaser shall not assign its rights and duties under this Contract to any third party other than Project Developer without the prior written consent of the Seller's Board of Estimate and Apportionment.

4. No Further Encumbrances by Seller. From and after the Effective Date, Seller agrees that Seller will not, without the prior consent of the Purchaser, enter into any agreement, covenant or other document placing any covenant, restriction or easement on the Property or encumber the Property with any new deeds of trust, mortgages, or other security instruments.

5. Representations of Seller: Seller represents that this Contract has been, and all the documents to be delivered by Seller to Purchaser at closing will be, duly authorized, executed, and delivered by Seller, are or will be legal, valid, and binding obligations of Seller, will be sufficient at closing to convey good and marketable title to Purchaser, are or will be at closing enforceable in accordance with their respective terms, and do not and will not at closing violate any provision of any agreement to which Seller is a party. Seller further represents that the Property is not the subject of any pending, or to the best of Seller's knowledge, threatened claim, proceeding or litigation. Seller further represents that Seller is not a "foreign person' within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and that Seller will furnish to Purchaser, prior to closing, an affidavit in the form satisfactory to Purchaser confirming same. Seller further represents that there will be no person in possession or occupancy of the Property or any part thereof as of the date of closing, nor will there be any persons who have possessory rights in respect to the Property or any part thereof as of the date of closing. Seller further represents that there are no taxes due on the Property as of the date of closing.

SELLER MAKES NO WARRANTIES AND REPRESENTATIONS AS TO THE CONDITION OF THE PROPERTY. SELLER HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, WRITTEN OR ORAL, AS TO THE REAL ESTATE, ANY IMPROVEMENTS, AND ANY PERSONAL PROPERTY COMPRISING THE PROPERTY. SELLER HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY EXPRESS OR IMPLIED WARRANTY AS TO THE QUALITY OF ANY OF THE PROPERTY, OR ANY OTHER WARRANTY OR REPRESENTATION. THE PROPERTY IS TO BE CONVEYED TO PURCHASER IN ITS "AS IS, WHERE IS" CONDITION. THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, AS TO THE SIZE OR ACREAGE OF THE PROPERTY.

PURCHASER HEREBY ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION OF SELLER, IMPLIED OR EXPRESS, WRITTEN OR ORAL AS TO THE CONDITION OR QUALITY OF THE PROPERTY AND PURCHASER AGREES TO PURCHASE THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION.

6. Closing:

(a) The closing of the sale contemplated under this Contract shall occur within three (3) days of the issuance of certain Industrial Development Bonds as authorized by Ordinance No. _____ [Board Bill No. 274], unless the parties otherwise mutually agree. The closing shall occur at a time and location as the parties mutually agree.

(b) At closing, Seller shall execute (where necessary) and deliver to Purchaser the following:

(i) A Quit Claim Deed, in the form attached hereto as Exhibit B, conveying the Property to Purchaser;

(ii) An affidavit required by the title company to remove from Purchaser's Owner's Policy of Title Insurance the standard exceptions for unfiled mechanics' liens, materialmen's liens or other liens for services, labor or materials furnished to or created by Seller and for parties in possession; and

(iii) Possession of the Property subject to Permitted Exceptions.

(c) At closing, the following prorations and adjustments shall be made to the Purchase Price:

(i) Real estate taxes payable in respect of the Property for the calendar year in which the closing occurs shall be prorated, on a calendar year basis. If at the time of the closing, the final current tax bills and assessments for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills.

(ii) Purchaser shall pay the cost of recording and filing fees and other fees and costs customarily treated as "closing costs" in the St. Louis Metropolitan Area and shall also pay the cost of any Owner's and Mortgagee's Policies of Title Insurance.

7. Condition at Closing: At closing, possession of the Real Estate shall be delivered to Purchaser in substantially the condition existing as of the Effective Date, excepting normal wear and tear. If the Property is destroyed or materially damaged, or if condemnation proceedings are commenced against the Property between the Effective Date and the closing, Purchaser may terminate this Contract.

8. Remedies:

(a) In the event of default hereunder by Seller, Purchaser shall be entitled to all remedies available at law or equity, including the right to seek specific performance and/or money damages. In the event of default hereunder by Purchaser, Seller shall be entitled to pursue any remedy available at law or equity, including the right to seek specific performance/and or money damages.

(b) In the case of any legal or equitable action taken by either party in connection with the default of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorneys' fees incurred in connection therewith.

9. Commissions: The parties hereto each represent to the other that they have not engaged the services of a real estate agent, broker, or salesperson in connection with the transaction contemplated hereunder, and that no commissions, finder's fees or broker's fees are due to any person, firm or entity by reason hereof. The parties further covenant and agree to hold each other harmless by way of indemnification or otherwise from all loss, damage and expense, including attorneys' fees and court costs, incurred by reason of any claim for such commission or fee arising out of the acts of the indemnifying party hereunder.

10. Notices: Any notice-required or permitted to be given-hereunder shall be deemed given (i) on the date written notice is personally delivered or (ii) three (3) business days after deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, or (iii) on the first business day after deposited with a national courier guaranteeing overnight delivery, and addressed as follows:

If to Seller: Comptroller, City of St. Louis
ATTN: Asset Manager

Room 311 City Hall
St. Louis, Missouri 63103

With a copy to:

City Counselor
Room 314 City Hall
St. Louis, Missouri 63103

With a copy to:

Armstrong Teasdale LLP
ATTN: Thomas J. Ray
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102

If to Purchaser: Grand Center, Inc.
ATTN: President
ATTN: Will Zorn
3526 Washington, 2nd Floor
St. Louis, Missouri 63103

with a copy to:

Bryan Cave LLP
ATTN: Linda M. Martinez
One Metropolitan Square, Suite 3600
St. Louis, Missouri 63102

11. Signs: Purchaser may, with the approval of the Seller's Asset Manager, place signs on the Property marketing the development.

12. Non-Discrimination: The Purchaser agrees that, during the term of this Agreement and as an independent covenant running with the land, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the City; provided, however, the City shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Purchaser further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Property, including but not limited to, the Quit Claim Deed.

13. Binding Effect: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal and personal representatives, successors and assigns, subject to the Charter and ordinances of the City of St. Louis.

14. Time is of the Essence: It is agreed by and between Seller and Purchaser that time is of the essence in this Contract.

15. Construction and Interpretation: This Contract has been made and entered into in the City of St. Louis, State of Missouri, and shall be governed and construed by and in accordance with the laws of the State of Missouri without giving effect to conflict of laws principles.

16. Computation of Time: If the last day for deposit of earnest money, giving of notice of performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day thereafter.

17. Severability: Whenever possible, each provision of this Contract and any other related document shall be interpreted in such manner as to be valid under applicable law, but if any provision of any of the foregoing shall be invalid or prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision, or the remaining provisions of this Contract.

18. Section Headings: The headings of the sections and paragraphs in this Contract are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

19. Waiver: No claim of waiver, consent, or acquiescence with respect to any provision of this Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

20. Further Actions: Purchaser and Seller agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Contract or any agreement or document related hereto or entered into connection herein.

21. Counterparts: This Contract may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.

22. Survival: Those provisions of this Contract which relate to warranties including but not limited to Section 7, and post-closing calculations or post closing performances required of Seller and Purchaser shall survive the Closing.

23. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment made be made, unless in writing and signed by the parties hereto.

24. Sales Commission Warranty: Purchaser and Seller hereby acknowledge that certain officers, directors, stockholders, employees, and/or agents of the other are licensed real estate brokers and/or agents, and that any involvement by such persons in this transaction is for their own account without commission. No commission is owed by Seller to Purchaser as a result of the transaction contemplated in this Contract.

25. Recording: Purchaser shall have a right to record a copy of this Contract or a short form Memorandum of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract in the City of St. Louis, State of Missouri, as of the Effective Date.

SELLER:

THE CITY OF ST. LOUIS,
a municipal corporation of the state of Missouri

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

APPROVED AS TO FORM:

_____
Patricia Hageman, City Counselor

PURCHASER:

GRAND CENTER, INC.,
a Missouri non-for-profit corporation

By: _____
Vincent C. Schoemehl, Jr., President

Exhibit A
Legal Description of Property
[Follows]

Exhibit B
Form of Quit Claim Deed
[Follows]

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: Quit Claim Deed

DATE OF DOCUMENT: _____, 20____

GRANTOR: The City of Saint Louis

Mailing Address: 1200 Market Street
St. Louis, Missouri 63103

GRANTEE: _____

Mailing Address: _____
_____

LEGAL DESCRIPTION: See Exhibit A on Page 5 Hereof

REFERENCE BOOK & PAGE: N/A

QUIT CLAIM DEED

THIS DEED is made and entered into this ____ day of _____, 20____, by and between **THE CITY OF SAINT LOUIS**, a municipal corporation of the State of Missouri, with an address of 1200 Market Street, St. Louis, Missouri 63103, the Grantor, and _____, a Missouri _____ with an address of _____, the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said Grantee, the sufficiency and receipt of which is hereby acknowledged, does by these presents **REMISE, RELEASE AND FOREVER QUIT CLAIM** unto the said Grantee, the following described Real Estate in the City of St. Louis, State of Missouri, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED BY REFERENCE

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

The Grantee agrees that there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the Property and said covenant may be enforced by the Grantor; provided, however, the Grantor shall have no affirmative duty to any successor in title to this conveyance to enforce this covenant. The Grantee further agrees that a provision containing the covenants of this paragraph shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of the Real Estate.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

Grantor:

The City of Saint Louis,
a municipal corporation of the State of Missouri

By:_____
Francis G. Slay, Mayor

By:_____
Darlene Green, Comptroller

Approved as to form:

By:_____
Patricia Hageman, City Counselor

Attest:

By:_____
Parrie L. May, City Register

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 the Comptroller of The City of Saint Louis, respectively, and that they are authorized to execute this Quit Claim Deed on behalf of The City of Saint Louis under the authority of Ordinance 65026 and acknowledge said instrument to be the free act and deed of The City of Saint Louis.

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

Notary Public

My Commission Expires:

_____

Grantee:

_____,
a Missouri_____

By:_____
_____, _____

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

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn did say that he is the _____ of _____, a Missouri_____, and that he is authorized to execute this Quit Claim Deed on behalf of said corporation under the authority of its Board of Directors, and acknowledges that he executed said instrument as his free act and deed.

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

Notary Public

My Commission
Expires:

_____

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Approved: February 14, 2011