



**Agenda**  
**Transportation & Commerce Committee**  
**Meeting**  
**St. Louis Board of Aldermen**  
**Tuesday, July 1, 2025 - 12:00 PM**  
**Kennedy Room**

President Megan Green  
Alderman Shane Cohn, Chair  
Committee Members:  
Alderman Thomas Oldenburg  
Alderman Brett Narayan  
Alderwoman Anne Schweitzer

**Order of Business**

**I. Call to Order**

**II. Roll Call**

**III. Approval of Minutes**

Minutes from the Wednesday, June 25, 2025, committee meeting.

**IV. Board Bills for Review**

(The committee will discuss the following and take public comment on the following)

**Board Bill Number 25**

**Introduced by Alderman Shane Cohn**

Introduced by Alderman Shane Cohn, President Megan E Green An ordinance amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to car rental operations at St. Louis Lambert International Airport.

**Board Bill Number 40**

**Introduced by Alderman Shane Cohn**

This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property being the Improved Wharf for the purpose of maintaining, beautifying, and improving the premises, and operating a controlled system of paid parking for a period of twenty-five (25) years.

**Board Bill Number 41**

**Introduced by Alderman Shane Cohn**

This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property in the Marine Villa and Mount Pleasant neighborhoods for the purpose of facilitating the South Riverfront Redevelopment Project for a period of twenty-five (25) years.

**V. Resolutions for Review**

None

**VI. Committee Discussions**

(The committee will discuss the following and take public comment on the following)

**VII. Acknowledgment of Any Written Testimony**

**VIII. Announcements**

**IX. Excused Members**

**X. Adjournment**



**Minutes**  
**Transportation & Commerce Committee**  
**Wednesday, June 25, 2025**  
**9:00 AM**  
**Kennedy Room**

Minutes are preliminary and may change until finally approved

**I. Call to Order**

The Chair called the meeting to order at 9:11 a.m.

**II. Roll Call**

The Chair directed the Associate Clerk to call the roll and the following members answered their names: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer, and Chair Cohn 4 **members were present. A quorum was established.**

**III. Approval of Minutes**

None

**IV. Board Bills for Review**

(The committee will discuss the following and take public comment on the following)

**Board Bill Number 17**

**Introduced by Alderman Shane Cohn**

This Board Bill authorizes the acceptance generally of grant agreements offered by the State of Missouri for the furtherance of airport operations and programs. This Board Bill contains a severability clause.

Chair Cohn recognized Antonio Strong, Airport Deputy Director of Finance Administration and Rob Salarano.

Mr. Strong gave a brief description outlining the importance of Board Bill Number 17. He stated that they receive state grants throughout the year from

various state agencies, such as the Missouri Department of Transportation, Aviation Trust Fund, Missouri Highways and Transportation Commission and the Missouri Department of Natural Resources and Missouri Department of Agriculture. He stated that they would like to streamline the process for the receipt of state grants which they are using for various airport operational needs or infrastructure improvements. He stated that the purpose of the is to streamline that process so that they can receive the grant funds immediately, which would allow them to receive the grant funds without a three or four-month approval process.

After no further discussion, the Chair opened the discussion up to members of the committee for questions and comments.

Ms. Schweitzer asked in terms of accepting state grants if they could still inform the committee when they accept a state grant and about the amount received, which department and for the type of project.

Mr. Strong stated that they would continue to keep the BOA informed gradually throughout the year.

Hearing no further questions or comments from members of the committee, the Chair entertained a motion to pass Board Bill Number 17 out of committee with a **Do Pass Recommendation**.

Ms. Schweitzer moved to pass Board Bill Number 17 out of committee with a **Do Pass Recommendation**.

Seconded by Mr. Oldenburg.

Chair Cohn recognized Antonio Strong, Airport Deputy Director of Finance Administration and Rob Salarano.

Mr. Strong gave a brief description outlining the importance of Board Bill Number 17. He stated that they receive state grants throughout the year from various state agencies, such as the Missouri Department of Transportation, Aviation Trust Fund, Missouri Highways and Transportation Commission and the Missouri Department of Natural Resources and Missouri Department of Agriculture. He stated that they would like to streamline the process for the receipt of state grants which they are using for various airport operational

needs or infrastructure improvements. He stated that the purpose of the is to streamline that process so that they can receive the grant funds immediately, which would allow them to receive the grant funds without a three or four-month approval process.

After no further discussion, the Chair opened the discussion up to members of the committee for questions and comments.

Ms. Schweitzer asked in terms of accepting state grants if they could still inform the committee when they accept a state grant and about the amount received, which department and for the type of project.

Mr. Strong stated that they would continue to keep the BOA informed gradually throughout the year.

Hearing no further questions or comments from members of the committee, the Chair entertained a motion to pass Board Bill Number 17 out of committee with a **Do Pass Recommendation**.

Ms. Schweitzer moved to pass Board Bill Number 17 out of committee with a **Do Pass Recommendation**.

Seconded by Mr. Oldenburg.

Ms. Schweitzer requested the previous roll.

**Hearing no objection to the previous roll, the Chair directed the Associate Clerk to record the votes from the previous roll.**

The Associate Clerk recorded the votes from the previous roll.

The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer and Chair Cohn. **4 Aye votes were cast.**

The following voted No:

None

The following voted Present:

None

The following Abstained:  
None

The following were present but did not vote:  
None

**A total of 4 Aye votes were cast. The motion carried.**

**Board Bill Number 25**

**Introduced by Alderman Shane Cohn, President Megan E. Green**

An ordinance amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to car rental operations at St. Louis Lambert International Airport.

Chair Cohn gave a brief description of Board Bill Number 25 before adopting the Committee Substitute to Board Bill Number 25. He also stated that Board Bill Number 25 Committee Substitute would be held in committee.

After no further discussion, Chair Cohn entertained a motion to adopt the Committee Substitute to Board Bill Number 25 out of committee with a **Do Pass Recommendation.**

Mr. Cohn moved to adopt the Committee Substitute to Board Bill Number 25 out of committee with a **Do Pass Recommendation.**

Seconded by Ms. Schweitzer.

Ms. Schweitzer requested the previous roll.

**Hearing no objection to the previous roll, the Chair directed the Associate Clerk to record the votes from the previous roll.**

The Associate Clerk recorded the votes from the previous roll.

The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer and Chair Cohn. **4 Aye votes were cast.**

The following voted No:  
None

The following voted Present:

None

The following Abstained:

None

The following were present but did not vote:

None

**A total of 4 Aye votes were cast. The motion carried.**

After no further discussion, the Chair opened the discussion up to members of the public for public testimony.

**In Support of Board Bill Number 25 Committee Substitute**

1. David Sweeny
2. Lewis Rice
3. Tim O'Connell
4. Robert Salarano

**In Opposition of Board Bill Number 25 Committee Substitute**

1. Aaron Barraza
2. James Bangasser

After no further discussion, the Chair adjourned the meeting.

**Board Bill Number 35**

**Introduced by Alderman Shane Cohn**

This Bill is the City's annual appropriation of the Transportation Sales Tax imposed pursuant to Sections 94.600 through 94.655, RSMo., from the City Transportation Trust Fund in the amount of \$26,308,000 to the Bi-State Development Agency for transportation purposes for the period from July 1, 2025, through June 30, 2026. This Bill contains an emergency clause.

The Chair recognized Mr. Taulby Roach, President, CEO of Bi-State Development, for introducing Board Bill Number 35, 36, and 37.

Mr. Roach recognized members of his staff, Chuck Steward and Ron Forest, Chief Operating Officers for Bi-State Development, and Tammy Purris, CFO.

Mr. Roach gave a brief presentation on his operating and capital budget, outlining his fiscal responsibility and a 7-year average growth of 1.64%.

After no further discussion on his portion of the presentation, he recognized Ms. Purris to present the remainder of the presentation.

Ms. Purris gave a thorough presentation outlining the Metro Transit System. She outlined their statement of revenue and expenses, funding sources \$344.2m, ranging from passenger revenue, investment income, federal vehicle maintenance, and other miscellaneous fees, of which portions covered Saint Clair County, St. Louis City, and St. Louis County. She also spoke on the appropriation request, which is up about 1m from the prior year. For FY 2025, they requested \$46.6m, and for FY 2026, they requested \$47.6m.

After no further discussion, the Chair Cohn stated that the pie chart says the City of St. Louis is 42m, but the appropriation request for 2025 was 46.6m, and the appropriation request for 2026 is 47.6m. What is the discrepancy?

Ms. Purris stated that the pie chart is reflective of the operating budget, but in addition to that, they asked for the local match on capital projects, which is 4m and then 2m for debt on their bonds, so this is the principal amount.

Chair Cohn asked if they could provide the year-to-date actuals for 2025 to make sure that they are on track.

Ms. Purris stated that she would provide the actuals to the board at a later date.

Chair Cohn asked if they had a cash reserve.

Ms. Purris stated that they do not have a cash reserve, but what they do have are obligated funds.

After no further discussion, the Chair opened the discussion up to members of the committee for questions and comments.

Mr. Oldenburg asked if there was any yearly data regarding ridership.

Mr. Roach stated that ridership has been increasing year after year. However, their average revenue has gone down due to a combination of things, such as people using passes and the new fare system.

Ms. Schweitzer stated that if fuel prices are going down because of the way you are charging fuel, will the electric buses have any improvements to how much is being paid?

Mr. Roach stated that the hedge is designed to take the oscillation off. He stated that they buy millions of gallons of diesel fuel based on a hedging implementation, which is meant to make costs consistent over time, not to make money. As far as electric buses, he did not have an answer for that, but stated he would consult his team about it.

Members of the committee continued to ask questions and make comments.

Hearing no further questions or comments from members of the committee, the Chair opened the discussion up to non-committee members for questions and comments.

Mr. Browning asked questions and made comments surrounding safety measures, bus stop improvements, shared data with law enforcement agencies such as ICE, the Office of the Disabled, and ambassadors on the trains.

After no further questions or comments from non-committee members, Chair Cohn entertained a motion to pass Board Bill Number 35 out of committee with a **Do Pass Recommendation**.

Ms. Schweitzer moved to pass Board Bill Number 35 out of committee with a **Do Pass Recommendation**.

Seconded by Mr. Oldenburg.

The Chair directed the Associate Clerk to call the roll.

The Associate Clerk called the roll and the following votes were recorded. The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer, and Chair Cohn. **4 Aye votes were cast.**

The following voted No:  
None

The following voted Present:  
None

The following Abstained:  
None

The following were present but did not vote:  
None

**A total of 4 Aye votes were cast. The motion carried.**

**Board Bill Number 36**

**Introduced by Alderman Shane Cohn**

This Bill is the City's annual appropriation of the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., from the City Public Transit Sales Tax Trust Fund – Account ONE in the amount of \$13,657,000 to the Bi-State Development Agency for the period from July 1, 2025, through June 30, 2026. This Bill contains an emergency clause.

The Chair gave a brief description of Board Bill Number 36. He stated that Board Bill Number 36 is the annual appropriation from the transit sales tax account, one imposed in the amount of 13.6m.

After no further discussion, the Chair opened the discussion up to members of the committee for questions and comments.

Hearing no questions or comments from members of the committee, the Chair entertained a motion to pass Board Bill Number 36 out of committee with a **Do Pass Recommendation.**

Ms. Schweitzer moved to pass Board Bill Number 36 out of committee with

**a Do Pass Recommendation.**

Seconded by Mr. Oldenburg.

Ms. Schweitzer requested the previous roll.

**Hearing no objection to the previous roll, the Chair directed the Associate Clerk to record the votes from the previous roll.**

The Associate Clerk recorded the votes from the previous roll.

The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer and Chair Cohn. **4 Aye votes were cast.**

The following voted No:

None

The following voted Present:

None

The following Abstained:

None

The following were present but did not vote:

None

**A total of 4 Aye votes were cast. The motion carried.**

**Board Bill Number 37**

**Introduced by Alderman Shane Cohn**

This Bill is the City's annual appropriation of the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., from the City Public Transit Sales Tax Trust Fund – Account TWO in the amount of \$13,657,000 to the Bi-State Development Agency for the period from July 1, 2025, through June 30, 2026. This Bill contains an emergency clause.

The Chair gave a brief description of Board Bill Number 37. He stated that Board Bill Number 37 is the annual appropriation from the transit sales tax account two imposed in the amount of 13.6m.

After no further discussion, the Chair opened the discussion up to members of the committee for questions and comments.

Hearing no questions or comments from members of the committee, the Chair entertained a motion to pass Board Bill Number 37 out of committee with a **Do Pass Recommendation**.

Ms. Schweitzer moved to pass Board Bill Number 37 out of committee with a **Do Pass Recommendation**.

Seconded by Mr. Oldenburg.

Ms. Schweitzer requested the previous roll.

**Hearing no objection to the previous roll, the Chair directed the Associate Clerk to record the votes from the previous roll.**

The Associate Clerk recorded the votes from the previous roll.  
The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer and Chair Cohn. **4 Aye votes were cast.**

The following voted No:  
None

The following voted Present:  
None

The following Abstained:  
None

The following were present but did not vote:  
None

**A total of 4 Aye votes were cast. The motion carried.**

**V. Resolutions for Review**  
None

**VI. Committee Discussions**

None

## **VII. Acknowledgment of Any Written Testimony**

None

## **VIII. Announcements**

None

## **IX. Excused Members**

All members were present.

## **X. Adjournment**

Having no other business to discuss, the Chair entertained a motion to adjourn the meeting.

Ms. Schweitzer moved to adjourn the meeting.

Seconded by Mr. Oldenburg.

Ms. Schweitzer requested the previous roll.

Hearing no objection to the previous roll, the Chair adjourned the meeting.

**Hearing no objection to the previous roll, the Chair directed the Associate Clerk to record the votes from the previous roll.**

The Associate Clerk recorded the votes from the previous roll.

The following voted Aye: Mr. Oldenburg, Mr. Narayan, Ms. Schweitzer and Chair Cohn. **4 Aye votes were cast.**

The following voted No:

None

The following voted Present:

None

The following Abstained:

None

The following were present but did not vote:

None

**A total of 4 Aye votes were cast. The motion carried.**

**The meeting adjourned at 11:25 a.m.**

[MIN\_SIGNATURES]

**Summary**  
**Board Bill Number 25**  
**Committee Substitute**  
**Introduced by Alderman Shane Cohn**  
**May 30, 2025**

An ordinance amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to rental car operations at St. Louis Lambert International Airport.

**BOARD BILL NUMBER 25 COMMITTEE SUBSTITUTE INTRODUCED BY  
ALDERMAN SHANE COHN  
COSPONSORS: PRESIDENT MEGAN GREEN**

1 An ordinance (the “Ordinance”) amending Title 18 - Airports and Aviation Code, of the Revised  
2 Code of the City of St. Louis, to add a new chapter pertaining to rental car operations at St. Louis  
3 Lambert International Airport and containing a severability clause.

4 **WHEREAS**, the City of St. Louis, Missouri (“City”) is the owner of St. Louis Lambert  
5 International Airport (“Airport”), which is operated for the City by the City’s Airport Commission,  
6 a department of the City as established by Section 18.08.010 of the Revised Code of the City of  
7 St. Louis (“Code”); and

8 **WHEREAS**, Section 18.10.030 of the Code states that no person, corporation or other  
9 entity may engage in any commercial activity on the premises of the Airport without the prior  
10 written consent of, and under terms and conditions prescribed by, the Director of Airports  
11 (“Director”) with the approval of the City Airport Commission (“Commission”); and

12 **WHEREAS**, rental car companies are required to undergo a competitive bid process to  
13 obtain the privilege of operating as concessionaires at the Airport; and

14 **WHEREAS**, rental car companies acting as concessionaires are required by Airport  
15 Concession Agreements to conduct rental transactions off of Airport property and transport  
16 customers to a rental location via shuttle; and

17 **WHEREAS**, other rental car companies who do not have Airport Concession Agreements  
18 are required by Airport Ground Transportation Use Agreements to conduct rental transactions off

1 of Airport property and transport customers to a rental location via shuttle; and

2           **WHEREAS**, at least one rental car company without an Airport Concession Agreement or  
3 Ground Transportation Use Agreement has been offering rental car services at the Airport within  
4 walkable distance from the terminals; and

5           **WHEREAS**, at least one rental car company offering rental car services at the Airport  
6 without a Concession Agreement or Ground Transportation Use Agreement has been operating  
7 under a peer-to-peer rental car model; and

8           **WHEREAS**, a peer-to-peer rental car model is the renting of vehicles through an online  
9 platform (“Rental Platform”) owned and/or managed by a rental car company operating as a peer-  
10 to-peer operator (“Peer-to-Peer Operator”), whereby individual vehicle owners (“Hosts”) make  
11 their vehicles available for use by the public for financial consideration utilizing the Rental  
12 Platform, the vehicle renters make reservations for a vehicle utilizing the Rental Platform, and the  
13 Peer-to-Peer Operator of the Rental Platform retains a portion of the amount paid for the vehicle  
14 rental or otherwise receives financial consideration for its service; and

15           **WHEREAS**, further clarification is required regarding the fact that the renting of vehicles  
16 at the Airport constitutes commercial activity requiring prior written consent of the Director with  
17 approval by the Commission.

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

19           **SECTION ONE.** Title 18 of the Revised Code of the City of St. Louis is hereby amended  
20 by the addition of a new chapter, Chapter 18.18, which shall be and read as follows:

1           **CHAPTER 18.18 - AIRPORT CAR RENTALS**

2           **18.18.010 Airport car rentals; definitions.**

3           A.     Rental car company (“Rental Car Company”) shall mean any person or  
4           entity (except any public, tax-supported transit agency or authority) in the business  
5           of renting private passenger vehicles to the public under a Concession Agreement  
6           or Ground Transportation Use Agreement, including any Peer-to-Peer Operator,  
7           but excluding individual vehicle owners defined as Hosts in this Chapter 18.18.

8           B.     Peer-to-peer car rentals shall mean the rental of vehicles through an online  
9           platform (“Rental Platform”) operated by a peer-to-peer operator (“Peer-to-Peer  
10          Operator”), whereby individual vehicle owners (“Hosts”) make their vehicles  
11          available for use by the public for financial consideration while utilizing the Rental  
12          Platform, the vehicle renters make reservations for the vehicle rental from the Hosts  
13          utilizing the Rental Platform, and the Peer-to-Peer Operator of the Rental Platform  
14          retains a portion of the amount paid for the vehicle rental.

15          **18.18.020 Agreement required.**

16          A.     Any Rental Car Company desiring to provide any services on the premises  
17          of the Airport shall enter into a binding concession agreement or binding ground  
18          transportation agreement with the City and obtain a fully executed concession  
19          agreement (“Concession Agreement”) or ground transportation use agreement  
20          (“Ground Transportation Use Agreement”) prior to conducting any such services  
21          on the premises of the Airport. Services provided by any Rental Car Company on

1 Airport premises shall constitute commercial activity requiring the prior written  
2 consent of the Director, with the approval of the Commission, other appropriate  
3 public body or public official, pursuant to and as required by Section 18.10.030 of  
4 the Code.

5 B. Any requirements imposed by this Chapter 18.18 shall be in addition to any  
6 and all federal, state or county regulatory requirements.

7 C. Any Rental Car Company or Host that provides services or otherwise does  
8 business on the premises of the Airport without an approved, unexpired, and fully  
9 executed Concession Agreement or Ground Transportation Use Agreement in place  
10 shall be in violation of Section 18.10.030 of the Code and this Chapter 18.18 and  
11 subject the Rental Car Company involved with the unauthorized services to all  
12 penalties associated with any such violation.

13 **18.18.030 Fee schedule.**

14 Ground Transportation Use Agreements entered into between the Commission and any  
15 Rental Car Company shall include rates, fees and charges that shall be no less than the  
16 proportional fees and charges paid by Rental Car Companies operating under a Concession  
17 Agreement on the effective date of the relevant Ground Transportation Use Agreement.  
18 Those fees and charges shall include, but are not limited to, any fee, rent or other charges  
19 required by the Airport to be paid by any Rental Car Company providing services at the  
20 Airport.

21 **18.18.040 Rules and regulations.**

1           A.     Rental Car Companies and Hosts shall not be permitted to provide any  
2           services or related activities at any walkable location from any terminal at the  
3           Airport (“Walkable Location”). For the purposes of this Section, a Walkable  
4           Location includes, but is not limited to, any curbside location at the arrival,  
5           departure or ground transportation shuttle areas at any terminal at the Airport, any  
6           portion of the Terminal 1 or Terminal 2 garages or Airport Parking Lot A or Parking  
7           Lot E. Notwithstanding anything to the contrary in this Chapter 18.18, this  
8           prohibition shall not in any way restrict Rental Car Companies from operating  
9           shuttle bus services, including passenger pick up or drop off, within Walkable  
10          Locations pursuant to a Ground Transportation Use Agreement or Concession  
11          Agreement.

12          B.     Upon any Concession Agreement or Ground Transportation Use Agreement  
13          being entered into with a Rental Car Company, notice will be provided to all other  
14          Rental Car Companies who have entered into a Concession Agreement or Ground  
15          Transportation Use Agreement with the City that contains the identity of the Rental  
16          Car Company that has entered into the relevant agreement and any other relevant  
17          information.

18          C.     Every Rental Car Company operating at the Airport shall maintain a record  
19          of all Hosts and all vehicles operating on the premises of the Airport at any given  
20          time, to include the name of any Host associated with a vehicle, as well as the  
21          vehicle’s license plate number, VIN, make, model and year and color of each

1 vehicle. Rental Car Companies shall provide those records to the Director of  
2 Airports (“Director”) upon request.

3 D. Every Rental Car Company operating at the Airport shall maintain an  
4 electronic record of each rental provided to a customer on the premises of the  
5 Airport. The record shall include the license and VIN of the Host’s vehicle, name  
6 of the Host, date of rental and the total amount paid for the rental. Each Rental Car  
7 Company shall provide those records to the Director upon request.

8 E. Each Rental Car Company shall be required to give notice to any Hosts  
9 operating on its Rental Platform if the Rental Car Company at any point lacks an  
10 unexpired Concession Agreement or Ground Transportation Use Agreement.

11 F. All records held by each Rental Car Company relating to services provided  
12 at the Airport shall be maintained and not destroyed for a period of six (6) months.  
13 If an Airport passenger files a complaint or alleges a violation under this Chapter  
14 18.18 against a Rental Car Company and/or Host with the Director, the Director  
15 shall have the authority to request records of the relevant transaction from the  
16 Rental Car Company as necessary to investigate and resolve the complaint.

17 G. The Director shall notify a Rental Car Company if the Director initiates an  
18 investigation against the Rental Car Company for a violation of this Chapter 18.18.  
19 When notified by the Director that a Host or specific vehicle available for rent is  
20 under investigation, the Rental Car Company must immediately suspend, upon  
21 notice to the Host, the relevant Host’s access to the Rental Platform for purposes of

1 conducting business on the Airport's premises pending the completion of the  
2 investigation.

3 H. The Director, with approval from the Commission, may establish additional  
4 rules and regulations not otherwise stated in this Chapter 18.18 governing the  
5 privilege of Rental Car Companies or Hosts to engage in business or conduct  
6 services on the premises of the Airport. Such rules and regulations may add to or  
7 supplement the requirements of this Chapter 18.18 and may be amended from time  
8 to time as deemed necessary by the Commission or the Director, with approval from  
9 the Commission, as applicable.

10 I. Peer to Peer Operators shall make available online a printable placard  
11 identifying the name of the Peer-to-Peer Operator. Hosts shall prominently display  
12 the printed placard in the lower righthand corner of the front windshield for any  
13 vehicle accessing Airport property.

14 J. Rental Car Companies and/or Hosts shall bear responsibility for parking  
15 fees associated with the use of parking spots on Airport property.

16 The rules and regulations included in this Section 18.18.040 shall be incorporated into and  
17 memorialized in any Concession Agreement or Ground Transportation Use Agreement entered  
18 into with any Rental Car Company offering services at the Airport.

19 **18.18.050 Termination or revocation.**

20 Any Concession Agreement or Ground Transportation Use Agreement with any Rental Car

1 Company may be terminated or revoked via a written notice of revocation or termination  
2 by the Director for any of the following reasons:

3 A. Obtaining a Concession Agreement or Ground Transportation Use  
4 Agreement by making a false statement in the company's application;

5 B. Allowing services to be offered on the premises of the Airport through the  
6 Rental Platform by a Host who objectively does not meet the requirements of this  
7 Chapter 18.18 or who is otherwise unqualified to offer services on the premises of  
8 the Airport;

9 C. Failing to restrict a Host, on the Rental Car Company's Rental Platform,  
10 from conducting business on the Airport's premises when notified by the  
11 Commission, the Director or the Host themselves that the Host's privileges to  
12 operate on the premises of the Airport are under suspension, revocation or  
13 permanent revocation;

14 D. Providing services or allowing a Host to provide services in violation of any  
15 of the rules and regulations listed in Section 18.18.040 of this Chapter 18.18;

16 E. Failing to appear before the Director when properly notified to do so;

17 F. Threatening or attempting to intimidate any employee of the City of St.  
18 Louis for actions taken in the enforcement of the provisions of this Chapter 18.18;

19 G. Engaging in any other form of misconduct that demonstrates personal,  
20 corporate, managerial, ethical or professional characteristics or disposition that

1 render a company unsuitable to hold a Rental Car Company's Concession  
2 Agreement or Ground Transportation Use Agreement; or

3 (H) Violation or breach of the terms or conditions of the Rental Car Company's  
4 Concession Agreement or Ground Transportation Use Agreement.

5 The terms of this section shall be incorporated into and memorialized in any Concession  
6 Agreement or Ground Transportation Use Agreement entered into with any Rental Car  
7 Company offering services at the Airport.

8 **18.18.060 Violations and Damages.**

9 A. A violation of any section of this Chapter 18.18 shall be grounds for the  
10 suspension, temporary revocation or permanent revocation of the Rental Car  
11 Company's Concession Agreement or Ground Transportation Use Agreement to  
12 operate on the premises of the Airport, or in the case of a new application shall be  
13 grounds to refuse to enter into such Concession Agreement or Ground  
14 Transportation Use Agreement for a period of time up to one hundred eighty (180)  
15 days.

16 B. In the event a Rental Car Company or Host violates any section of this  
17 Chapter 18.18, as determined by the City, the Rental Car Company shall be subject  
18 to:

- 19 i. First Offense: A written warning from the City;  
20 ii. Second Offense: \$100 in liquidated damages, payable to the City;



1           **SECTION TWO.** It is the intention of the Board of Aldermen that the provisions of this  
2 Ordinance become part of the Revised Code of the City of St. Louis as of the effective date. The  
3 sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be  
4 changed to “section,” “article,” “chapter,” or such other appropriate word or phrase to the extent  
5 necessary in order to accomplish such intention.

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

## Title 18 AIRPORTS AND AVIATION

### Chapter 18.04 ESTABLISHMENT OF AIRPORT

#### **18.04.010 St. Louis Lambert International Airport.**

The name of the public airport and landing field owned by the City and located in the County of St. Louis, State of Missouri, is changed to "St. Louis Lambert International Airport."

(1994 C., § 18.04.010; Ord. No. 70358, §§ 1, 2, 10-25-2016; Ord. No. 56014, § 2, 1971.)

#### **18.04.020 Public airport established—Location.**

There is established a public airport and landing field, to be owned by the City, on land located at the confluence of the Mississippi River and Missouri River in the County of St. Louis, State of Missouri, the land being described as follows:

A tract of land situated in St. Louis County, Missouri, at the confluence of the Missouri and Mississippi Rivers, in Township 47 North, Ranges 7 East and 8 East, of the 5th Principal Meridian, more particularly described as follows:

Beginning at the point of intersection of the south line of the property now or formerly owned by Julius O. Trampe, et al., and the east line of Columbia Bottom Road, as heretofore established, thence in a northerly direction along the east line of said Columbia Bottom Road to its intersection with the north line of Strodtman Road, as heretofore established, thence in a westerly direction along the north line of said Strodtman Road to its intersection with the western line of the property now or formerly owned by the Riverview Stone and Material Company; thence north 18 degrees 27 minutes east 639 feet, more or less, along said west line to a point, thence north 48 degrees 31 minutes west 812 feet, more or less, to a point in the west line of a tract of about 30 acres, now or formerly owned by Fred H. and Mildred Mueller; thence north 11 degrees 49 minutes east along the west line of said 30-acre Mueller tract and its prolongation to the middle of the main channel of the Missouri River; thence in a general easterly direction along the middle of the main channel of the Missouri River to its intersection with the middle of the main channel of the Mississippi River; thence in a general southerly direction along the middle of the main channel of the Mississippi River to its intersection with the easterly prolongation of the south line of the tract now or formerly owned by Julius O. Trampe, et al.; thence westwardly along said prolongation and said south line of the Trampe tract to the east line of Columbia Bottom Road, the point of beginning; provided, however, that there shall be and are hereby excluded from the said airport and landing field establishment all easements, rights-of-way and roadway leases for underground oil pipe lines, and for overhead telephonic and telegraphic equipments, together with rights of ingress thereto and egress therefrom, all owned by Shell Pipe Line Corporation, a corporation, and capable of being owned by its successors and assigns, and covering that part of the above-described real property lying southward from the center line of Madison Ferry Road and its prolongation to the middle of the main channel of the Mississippi River, except the three following-described lands:

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A tract fronting 2434.28 feet on the center line of Madison Ferry Road, 1909.58 feet thereof extending immediately westward from the dividing line between U.S. Surveys 329 and 1958, and 524.70 feet thereof extending immediately eastward from the said dividing line; bounded east by a line extending from the said center line south 7 degrees 19 minutes west 893.31 feet, west by a line extending from the said center line south 7 degrees 19 minutes west 895.55 feet, and south by a straight line 2334.29 feet in length, and containing 50 acres. Land bounded west by the center line of Columbia Bottom Road and abutting thereon 1270 feet, 5 inches, north by the center line of Madison Ferry Road and abutting thereon 2019 feet, 8 inches, south by the southern line of U.S. Survey 329 and abutting thereon 1665 feet, 8¼ inches, and east by a straight line 1215 feet, 1 inch in length, and containing 56.103 acres. That part of Lot 3 of St. Vrain's Subdivision, bounded north by Lot 4 of the said subdivision and abutting thereon 1140.17 feet, east by Lot 6 of the said subdivision and abutting thereon 488.40 feet, west by the center line of Columbia Bottom Road and abutting thereon 490.48 feet and south by a line parallel with and distant 20 feet northward from the southern line of the said Lot 3 and abutting thereon 1089.50 feet, and containing 11.83 acres. All other private easements, all other private roads and all public roads within the real property first hereinabove described shall be and are hereby established as part of the said airport and landing field.

(1948 C., Ch. 4, § 6; 1994 C., § 18.04.020.)

### **18.04.030 Additions to airport.**

A. *1948 Code Chapter 4 Section 7.*

1. The Lambert-St. Louis Municipal Airport<sup>1</sup> is extended and enlarged, and the following lands situated in the County of St. Louis, Missouri, are opened and established for the purposes and as a part hereof:

Beginning at a point in the west line of Bridgeton Road seventy feet (70') south of the center line of Wabash Main Track measured along said west line; thence continuing south along the west line of Bridgeton Road ninety feet (90'); thence west along the southerly property line of the Florissant Valley Cooperative Elevator Association one hundred and thirty-five feet (135'); thence northeasterly parallel with said center line of main track one hundred and sixty-five feet (165'), more or less, to the point of beginning.

2. There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Field<sup>1</sup> and located at Bridgeton, in the County of St. Louis, State of Missouri, and the following-described lots, parcels and tracts of private real property situated in the county and state are established as part of such addition:

In Airport Park, a subdivision, recorded in Plat Book 28, Pages 72, 73 of the office of the Recorder of Deeds for the said county, the following numbered lots in the following numbered blocks, respectively:

In Block One (1), Lots one (1), two (2), three (3), four (4), five (5), six (6), thirteen (13), fourteen (14), twenty-one (21), twenty-two (22), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty-three (33), and thirty-four (34);

In Block Two (2), Lots one (1), two (2), three (3), four (4), six (6), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), eighteen (18), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-five (25), twenty-seven (27), twenty-eight (28), twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), and thirty-six (36);

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In Block Three (3), Lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), twelve (12), thirteen (13), fourteen (14), fifteen (15), sixteen (16), seventeen (17), nineteen (19), twenty (20), twenty-one (21), twenty-three (23), twenty-four (24), twenty-six (26), twenty-eight (28), thirty (30), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), and thirty-six (36);

In Block Four (4), Lots one (1), two (2), three (3), five (5), six (6), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-two (22), twenty-four (24), twenty-six (26), twenty-seven (27), twenty-eight (28), thirty (30), thirty-one (31), thirty-three (33), and thirty-four (34);

In Block Five (5), Lots thirteen (13), fourteen (14), fifteen (15), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), twenty-eight (28), thirty (30), thirty-one (31), thirty-four (34) and forty-six (46);

In Block Six (6), Lots one (1), eighteen (18) and thirty-six (36);

In Block Seven (7), Lots one (1), two (2), three (3), six (6), seven (7), thirteen (13), fifteen (15), sixteen (16), eighteen (18), nineteen (19), thirty (30), thirty-one (31), thirty-two (32), and thirty-three (33);

In Block Eight (8), Lots two (2), four (4), five (5), six (6), eight (8), nine (9), ten (10), twelve (12), thirteen (13), fourteen (14), fifteen (15), twenty-three (23), twenty-four (24), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-six (36), thirty-seven (37), thirty-eight (38) and forty (40);

In Block Nine (9), Lots four (4), five (5), twenty-seven (27), forty-one (41), forty-two (42) and forty-three (43);

In Block Thirteen (13), Lots one (1), two (2), three (3), four (4), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13), fifteen (15), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22) and twenty-four (24);

In Block Fourteen (14), Lots one (1), two (2), three (3), four (4), ten (10), twelve (12), thirteen (13), fourteen (14), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24), thirty-three (33), thirty-four (34) and thirty-seven (37);

In Block Fifteen (15), Lots eighteen (18), twenty (20), twenty-three (23), twenty-four (24) and thirty-one (31);

In Block Sixteen (16), Lots nineteen (19), twenty (20), thirty (30), thirty-three (33) and thirty-six (36);

In Block Seventeen (17), Lots one (1), twenty-one (21), twenty-seven (27), twenty-nine (29), thirty-one (31), thirty-two (32) and thirty-five (35);

In Block Eighteen (18), Lots one (1), two (2), three (3), four (4), five (5), six (6) and forty-one (41);

And the following-described and following-named public roads, streets and alleys, and private roads, streets and alleys situated in the said county and state shall be and are hereby established as the remainder of such addition, to-wit: In Airport Park, a subdivision recorded in Plat Book 28, Pages 72, 73 of the office of the Recorder of Deeds for the said county, the following-described and following-named public streets and alleys, to-wit:

Curtiss Drive, a public street, 40 feet wide, from Natural Bridge Road to Lambert Drive; Robertson Drive, a public street, 50 feet wide, from Natural Bridge Road to Lambert Drive; Wright Drive, a public

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street, 50 feet wide, from Natural Bridge Road to Lambert Drive; Salisbury Drive, a public street, 50 feet wide, from Natural Bridge Road to Lambert Drive; Lambert Drive, a public street, 70 feet wide in part, and in part 50 feet wide, from Natural Bridge Road to Curtiss Drive; Scholle Drive, a public street, 40 feet wide, from Natural Bridge Road to Lambert Drive; Ryan Avenue, a public street, 50 feet wide, from Curtiss Drive to Wright Drive; Mahoney Avenue, a public street, 50 feet wide, from Curtiss Drive to Wright Drive; Orville Avenue, a public street, 50 feet wide, from Curtiss Drive to Wright Drive; Wilbur Avenue, a public street, 50 feet wide, from Curtiss Drive to Lambert Drive; Airport Road, a public street, 60 feet wide, from Curtiss Drive to Natural Bridge Road; the east and west public alley, 20 feet wide, in and through Block 18 of the said subdivision; the east and west public alley, 20 feet wide, in and through Block 9 of said subdivision; the east and west public alley, 20 feet wide, in and through Block 8 of said subdivision; the east and west public alley, 20 feet wide, in and through Block 1 of said subdivision.

3. There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Field<sup>1</sup> and located at Bridgeton, in the County of St. Louis, State of Missouri, and the following-described parcels and tracts of private real property situated in the county and state are established as part of such addition:

Beginning at a point in the north line of Natural Bridge Road where the same is intersected by the east line of Curtiss Drive, 40 feet wide; thence northwardly along said east line of Curtiss Drive to its intersection with the northwest line of Airport Road, 60 feet wide; thence northeastwardly along the northwest line of said Airport Road to its intersection with the west line of Brown Road, 60 feet wide; thence northwardly along the west line of Brown Road to a point; said point being the intersection of the south line of Airport Road, 60 feet wide, projected westwardly, to the west line of said Brown Road, thence eastwardly along said prolongation and south line of Airport Road, 60 feet wide, to the west line of Brown Road, 60 feet wide; thence southwardly along a straight line coincident with the west line of Brown Road, 60 feet wide, and its prolongation southwardly to a point in the south line of Scudder Avenue, a private road, 40 feet wide; thence southwardly along a straight line to the northeast corner of property of Jerome Karst and Adele M. Karst, his wife, said Karst property being the eastern portion of Lot 3 of Lewellen Brown Estate, a Subdivision in United States Survey 656; thence westwardly along the north line of said Lot 3 and its prolongation westward to the northeast corner of property now or formerly of Carl A. Pfanstiel; thence southwardly along the east line of said Carl A. Pfanstiel property to the north line of Natural Bridge Road; thence northwestwardly along the north line of Natural Bridge Road to its intersection with the east line of Curtiss Drive, the point of beginning; also:

The triangular-shaped parcel owned by Champ Realty Investment and Financial Company, a corporation, lying west of Airport Road, and more particularly described as follows: Beginning at the point of intersection of the northwest line of Airport Road and the east line of the land of the City of St. Louis; thence northeastwardly along the northwest line of Airport Road, bearing north 52 degrees 44 minutes 36.43 seconds east, a distance of 2452.24 feet to the point of curve of a curve to the right; thence northeastwardly along said curve, the radius of which is 985.27 feet, a distance of 241.29 feet to the point of intersection with the west line of Brown Road, 60 feet wide; thence northwardly along the west line of Brown Road, bearing north 0 degrees 26 minutes 21.43 seconds east, a distance of 34.12 feet to the intersection with the south line of the land of the City of St. Louis; thence westwardly along the south line of the land of the City of St. Louis, bearing north 89 degrees 17 minutes 48.57 seconds west, a distance of 2276.62 feet to an angle point; thence westwardly along the south line of the land of the City of St. Louis, bearing north 89 degrees 30 minutes 33.57 seconds west, a distance of 95.33 feet to the point of intersection with the east line of the land of the City of St. Louis; thence southwardly along the east line of the land of the City of St. Louis, bearing south 7 degrees 13 minutes 58.57 seconds east, a distance of 1682.03 feet to the point of beginning and containing 45.36 acres;

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And the following-described and following-named public roads and private roads situated in such county and state shall be and are hereby established as the remainder of such addition, to-wit:

Airport Road extending from the eastern line of Curtiss Drive northeastwardly for a distance of about 5200 feet to the westerly prolongation of the southern line of that part of Airport Road extending east and west; a triangular part of Brown Road bounded on the west by the western line of Brown Road, on the southeast by the northwestern line of that part of Airport Road extending southwest and northeast, and on the north by the westerly prolongation of the southern line of that part of Airport Road extending east and west;

Airport Road extending from the northeastern line of Natural Bridge Road northwardly for a distance of about 500 feet to that part of Airport Road extending southwest and northeast;

Lakeman Road extending from the northeastern line of Natural Bridge Road northwardly for a distance of about 1700 feet;

Scudder Avenue extending from a point distant about 450 feet westwardly from its intersection with Brown Road, westwardly for a distance of about 1500 feet.

<sup>1</sup>For airport name change, see § 18.04.010.

B. *Ordinance 45581, 1951.*

There is established in the county and state, an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state, and the following-described tract of private real property situated in the county and state is established as such addition:

A tract of land in Lot 28 of the Hazelwood Farm, near the northeast corner of Lambert-St. Louis Municipal Airport, located in Township 47 North, Range 6 East, St. Louis County, State of Missouri, and more particularly described as follows, to-wit:

Starting at the intersection of the north line of the Wabash Railroad Company right-of-way 100 feet wide with the center line of Eva Avenue forty feet wide; thence north 7 degrees 14 minutes, 39 seconds east, 961.29 feet, along the center line of said Eva Avenue to a point; thence south 82 degrees, 32 minutes, 21 seconds east, 124.96 feet to an iron pipe marking the point of beginning; thence south 82 degrees, 32 minutes, 21 seconds east, 869.87 feet to a point in the west line of Lot 29 marked by an old stone; thence south 0 degrees, 21 minutes, 9 seconds west, 789.41 feet along the west line of Lot 29 to a point; thence north 86 degrees, 33 minutes, 46 seconds west, 200.70 feet to the point of curve of a curve to the right having a radius of 716.78 feet and marked by an iron pipe; thence along the arc of said curve 1173.54 feet to the point of tangency in a line bearing north 7 degrees, 13 minutes, 49 seconds east; thence north 7 degrees, 13 minutes, 49 seconds east, 85.12 feet to the iron pipe marking the point of beginning and containing 14.29 acres.

<sup>1</sup>For airport name change, see § 18.04.010.

C. *Ordinance 46429, 1953.*

There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state, and the following-described parcels and tracts of private real property situated in the county and state are established as part of such addition:

A tract of land in U.S. Surveys 1196, 2524 and 1250, Township 46 North, Range 6 East, St. Louis County, Missouri; beginning at a point marking the intersection of the eastern line of Lindbergh Boulevard with the northern line of the property now or formerly of Edw. R. Goddard and Sadie Goddard, his wife, and running thence eastwardly along said northern line to the eastern line of said property; thence southwardly along

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said eastern line to the northern line of the property now or formerly of William L. Kisling and Erma Kisling, his wife; thence eastwardly along said northern line to the western line of Bridgeton Station Road, 70 feet wide; thence southwardly along said western line of Bridgeton Station Road, 70 feet and 90 feet wide, to the southern line of the property now or formerly of John Witte; thence westwardly along said southern line to the eastern line of the property now or formerly of Irving H. Bernard, said eastern line being the eastern line of Lot 1 of the subdivision, Airport View; thence southwardly along said eastern line to the southern line of said property; thence westwardly along said southern line to the eastern line of Lindbergh Boulevard, 150 feet wide; thence northwardly along said eastern line to the point of beginning.

A tract of land in the subdivisions of Town of Bridgeton, Cook's Addition to Bridgeton, Aviation View, and U.S. Survey 2524, Township 46 North, Range 6 East, St. Louis County, Missouri, beginning at a point marking the intersection of the northern line of Natural Bridge Road with the eastern line of St. Thomas St., and running thence northwardly along said eastern line to the line marking the northern terminus of St. Thomas St. and which line is also the southern line of the property now or formerly of Robert J. and Dorothy E. Cunningham; thence westwardly along said southern line to a point marking the center line of St. Thomas St., 40 feet wide; thence northwardly along the center line of St. Thomas St. produced northwardly, which said line is also the western line of Aviation View, to the northern line of Aviation View; thence eastwardly along said northern line to the eastern line of Aviation View; thence southwardly along said eastern line, which line produced southwardly is also the eastern line of Cook's Addition to Bridgeton, to the southern line of Lot 3 of said addition; thence westwardly along said southern line to the center line of the right of way for Drainage District No. 2a, 100 feet wide; thence southwardly along said center line to the northern line of Natural Bridge Road; thence westwardly along said northern line to the point of beginning.

A tract of land in Town of Bridgeton, U.S. Surveys 1993, 2524 and 2625, Township 46 North, Range 6 East, St. Louis County, Missouri, beginning at a point marking the intersection of the southern line of Natural Bridge Road with the eastern line of the property now or formerly of Christian L. Behle and Mary Behle, his wife, and running thence southwardly along said eastern line the southern continuation of which line is also the eastern line of the property now or formerly of Geo. F.R. Wittich and Dorothy H. Wittich, his wife, to the southern line of said property; thence westwardly along said southern line to the eastern line of Ashby Road; thence southwestwardly across Ashby Road and continuing along the southeastern line of the property now or formerly of Geo. F.R. Wittich and Dorothy H. Wittich, his wife, to an iron pipe, marking the southwestern corner of said property; thence southwestwardly along a line, through the property now or formerly of Olive M. Gutweiler, to an old iron pipe marking the southeast corner of the property now or formerly of Joseph J. Henschel and Patricia Henschel, his wife; thence southwestwardly along the southeastern line of said property to the northeastern line of Cypress Road; thence northwardly along said northeastern and eastern line to the southern line of the property now or formerly of Robert Lee and Mabel Tunstall; thence westwardly across St. Thomas St. or Cypress Road, and along the southern line of the property now or formerly of W.S. Weldon to the western line of said property; thence northwardly along said western line and the western lines of the properties now or formerly of First Colored Baptist Church of Bridgeton, Wm. H. and Helen Suedmeyer and Chas. W. Paschal and Elsie C. Paschal, his wife, to the southern line of Natural Bridge Road; thence eastwardly along said southern line to the point of beginning.

A tract of land in U.S. Surveys 168 and 2524, Township 46 North, Range 6 East, St. Louis County, Missouri, beginning at a point marking the intersection of the southern line of Natural Bridge Road with the western line of Edmundson Road, and running thence southwardly along said western line to a line perpendicularly distant 200 feet south of and parallel with the southern line of the property now or formerly of August W. Behle and Bertha E. Behle, his wife; thence westwardly along said parallel line and the southern line of the property now or formerly of Herman, Jr. and Joyce Young, to the eastern line of Crestshire Lane; thence northwardly along said eastern line to the southern line of the property now or formerly of August W. Behle and Bertha E. Behle, his wife; thence westwardly along said southern line and its continuation, to the western line of King Private Road; thence northwardly along said western line to the prolongation westwardly of the southern line of the property of U.S. Department of Commerce; thence eastwardly along

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said southern line and its western prolongation to the eastern line of said property; thence northwardly along said eastern line to the southern line of Natural Bridge Road; thence eastwardly along said southern line to the point of beginning;

And the following-described and following-named public roads and private road situated in the said county and state shall be and are hereby established as the remainder of such addition, to-wit:

Missouri Bottom Road from the western line of Bridgeton Station Road westwardly to the eastern line of Lindbergh Boulevard; Ashby Road from the southern line of the property now or formerly of Geo. F.R. Wittich and Dorothy H. Wittich, his wife, northwardly to the southern line of Natural Bridge Road; Baptist Church Street from the western line of the property now or formerly of Olive M. Gutweiler, westwardly to a line connecting the western lines of the properties now or formerly of First Colored Baptist Church of Bridgeton and Wm. H. and Helen Suedmeyer; St. Thomas Street from a line connecting the southern lines of the properties now or formerly of W.S. Weldon and Robert Lee and Mabel Tunstall, northwardly to the southern line of Natural Bridge Road; King Private Road from the northern terminus of Crestshire Lane northwardly to the western prolongation of the southern line of the property of U.S. Department of Commerce.

<sup>1</sup>For airport name change, see § 18.04.010.

D. *Ordinance 50017, 1960.*

There is established in the county and state an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as parts of such addition:

A tract of land partly in United States Survey 101 and partly in United States Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, more particularly described as follows: Beginning at the point of intersection of the western line of Country Day Lane, 40 feet wide, with the line dividing said United States Surveys 101 and 656; thence north 23 degrees 03 minutes east 4.46 feet and north 15 degrees 46 minutes east 225.03 feet along the western line of Country Day Lane to a point distant 500 feet north of the eastern prolongation of the center line of Runway 12-30, measured at right angles to said center line prolongation; thence north 57 degrees 58½ minutes west 1665.11 feet and parallel with the eastern prolongation of said center line to the eastern line of Airport Road, 80 feet wide; thence south 12 degrees 39½ minutes west 755.97 feet along the eastern line of said Airport Road to a point of curve; thence continuing southwardly and southeastwardly 391.75 feet along the eastern and northeastern line of Airport Road—southeast, along a curve to the left having a radius of 510 feet to a point distant 500 feet south of the eastern prolongation of the center line of said Runway 12-30, measured at right angles to said center line prolongation; thence south 57 degrees 58½ minutes east 1343.13 feet and parallel with the eastern prolongation of said center line to the western line of said Country Day Lane; thence north 37 degrees 31 minutes east 21.79 feet, and north 23 degrees 03 minutes east 767.26 feet along the western line of Country Day Lane to the point of beginning, and containing 36.313 acres, according to survey made by Pitzman's Co. of Surveyors & Engineers dated December 28, 1959; also, a parcel of land in United States Survey 101, Township 46 North, Range 6 East, St. Louis County, Missouri, more particularly described as follows: Beginning at the point of intersection of the eastern line of Country Day Lane, 40 feet wide, with the southern line of United States Survey 101; thence north 15 degrees 46 minutes east 211.31 feet along the eastern line of Country Day Lane to a point distant 500 feet north of the eastern prolongation of the center line of Runway 12-30, measured at right angles to said center line prolongation; thence south 57 degrees 58½ minutes east 291.07 feet and parallel with the eastern prolongation of said center line; thence south 32 degrees 01½ minutes west 93.37 feet to the southern line of United States Survey 101; thence north 83 degrees 15 minutes west 256.46 feet along the southern line of United States Survey 101 to the point of beginning and containing 0.926 acres, according to a survey made by Pitzman's Co. of Surveyors & Engineers dated December 28, 1959; also, a parcel of land in United States Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, more particularly

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described as follows: Beginning at the point of intersection of the eastern line of Country Day Lane, 40 feet wide, with the northern line of United States Survey 656; thence south 15 degrees 46 minutes west 4.60 feet and south 23 degrees 03 minutes west 69.35 feet along the eastern line of Country Day Lane to the southwestern corner of property secondly described in deed to James H. Anderson and wife, recorded in Book 1559, Page 373, St. Louis County Recorder's Office; thence south 83 degrees 15 minutes east 243.07 feet along the southern line of said Anderson property; thence north 32 degrees 01½ feet to the northern line of said United States Survey 656; thence north 83 degrees 15 minutes west 256.46 feet along the northern line of United States Survey 656 to the point of beginning and containing 0.407 acres, according to survey made by Pitzman's Co. of Surveyors & Engineers dated December 28, 1959; also, a parcel of land in United States Survey 656, Township 46 North, Range 6 East, St. Louis County, Missouri, more particularly described as follows: Beginning at a point in the eastern line of Country Day Lane, 40 feet wide, at the southwestern corner of property secondly described in deed to James H. Anderson and wife, recorded in Book 1559, Page 373, St. Louis County Recorder's Office; thence south 23 degrees 03 minutes west 710.00 feet and south 37 degrees 31 minutes west 23.02 feet along the eastern line of said Country Day Lane to a point distant 500 feet south of the eastern prolongation of the center line of Runway 12-30, measured at right angles to said center line prolongation; thence south 57 degrees 58½ minutes east 111.24 feet; thence north 32 degrees 01½ minutes east 828.00 feet to the southern line of said Anderson property; thence north 83 degrees 15 minutes west 243.07 feet along the southern line of said Anderson property to the point of beginning and containing 2.967 acres, according to a survey made by Pitzman's Co. of Surveyors & Engineers dated December 28, 1959.

<sup>1</sup>For airport name change, see § 18.04.010.

E. *Ordinance 50743, 1961.*

There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as such addition:

Part of Lots 8 and 9 of Cook's Addition to Bridgeton, described as follows: Beginning at the most northern corner of said Lot 8; thence along the northeast line of said Lot 8, south 39 degrees 12 minutes east 394.16 feet to the center line of St. Thomas Street; thence along said center line south 46 degrees 36 minutes west 498.35 feet to a point; thence north 43 degrees 6 minutes west 224 feet to a point; thence north 46 degrees 36 minutes east 210 feet to a point; thence north 52 degrees 10½ minutes west 171.14 feet to a point; thence north 46 degrees 36 minutes east 342.49 feet to the point of beginning.

Subject to right-of-way of St. Thomas Street, 48 feet wide, over that part of the above property embraced therein.

The southwest 50 feet of the above-described property is subject to easement for roadway purposes for the joint use and benefit of the above-described property and the property adjoining same now or formerly owned by John A. Hughes.

A parcel of land in part of Lot 8 and part of Lot 9 of Cook's Addition to Bridgeton, according to the plat thereof recorded in Plat Book 14 Page 74 of the St. Louis County Records, and described as follows: Beginning at a point in the northwest line of Lot 9 of Cook's Addition to Bridgeton, distant south 46 degrees 36 minutes west 525.49 feet from the northwest corner of Lot 8, said beginning point being also the northwest corner of a 1.00 acre tract conveyed to Charles E. Beuer and wife, by deed recorded in Book 568 Page 286 of the St. Louis County Records; thence south 43 degrees 6 minutes east along said Beuer's northeast line 169.14 feet to a point; thence north 46 degrees 36 minutes east 210.00 feet to a point in a creek; thence northwest 172 feet more or less, to a point in the northwest line of Lot 8 of said Cook's Addition, distant north 46 degrees 36 minutes east 183.00 feet from the point of beginning; thence south 46 degrees 36 minutes west, 183.00 feet to the point of beginning.

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<sup>1</sup>For airport name change, see § 18.04.010.

F. *Ordinance 52721, 1964, amends Ordinance 49939, 1960.*

There is established in the county and state an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as parts of such addition:

Part of Lots 1, 2, 3, 4 and 5 of the First Subdivision of Bridgeton Commons in U.S. Survey 1196 Township 46 North Ranges 5 and 6 East and described as follows: Beginning at the point of intersection of the southwestern line of Missouri Bottom Road with the southern line of Fee Fee Road, thence south 41 degrees 27½ minutes east and along the southwestern line of said Missouri Bottom Road a distance of 152.12 feet to a point, thence continuing along the southwestern line of said Missouri Bottom Road south 38 degrees 26¾ minutes east 491.14 feet to a point, thence south 51 degrees 37¾ minutes west and along the southeastern line of property described in deed to Fred C. Thies and wife, recorded in Book 948, Page 141, a distance of 1747.88 feet to a point in the line between Lots 5 and 6 of said First Subdivision of Bridgeton Commons, thence north 38 degrees 17¾ minutes west and along the said line between Lots 5 and 6 of said First Subdivision of Bridgeton Commons, a distance of 741.80 feet to a point, thence north 51 degrees 41¾ minutes east and along the southeastern line of property described in deed to Frank Klass and wife, recorded in Book 328, Page 77, a distance of 1649.69 feet to the southern line of Fee Fee Road, as widened, thence, south 80 degrees 43¾ minutes east and along the southern line of said Fee Fee Road, a distance of 131.03 feet to the southwestern line of Missouri Bottom Road, the point of beginning and containing 29.578 acres.

Part of Lots 1 and 2 of the First Subdivision of Bridgeton Commons, in U.S. Survey 1196 Township 46 North Range 6 East, and described as: Beginning at an old axle set at the intersection of the northwest line of Lindbergh Boulevard, 150 feet wide, with the southwest line of Missouri Bottom Road, 40 feet wide; thence running north 37 degrees 30¾ minutes west along the southwest line of Missouri Bottom Road, 855.38 feet to an axle; thence south 52 degrees 33¾ minutes west 586.72 feet to an iron pipe; thence south 37 degrees 33 minutes east 416.18 feet to an old iron pipe set in the northwest corner of property conveyed to Cardinal Service Stations, Inc., by deed recorded in Book 3322 Page 145 of the St. Louis County Records; thence north 52 degrees 31 minutes east along the northwest line of property conveyed to Cardinal Service Stations, Inc., as aforesaid, 188.63 feet to an old iron pipe; thence south 37 degrees 33 minutes east along the northeast line of said Cardinal Service Stations property, 300 feet to an old iron pipe in the northwest line of Lindbergh Boulevard and thence north 71 degrees 52 minutes east along said boulevard, 421.48 feet to the point of beginning, containing 8.977 acres, according to survey executed by Joyce Company, on August 27 and 28, 1953.

Part of Lot 2 of the First Subdivision of Bridgeton Commons, in U.S. Survey 1196 Township 46 North, Range 6 East, described as: Beginning at an iron pipe in the northwest line of Lindbergh Boulevard, 150 feet wide, distant south 71 degrees 52 minutes west 421.48 feet from its intersection with the southwest line of Missouri Bottom Road, 40 feet wide; thence running south 71 degrees 52 minutes west along the northwest line of Lindbergh Boulevard, 200 feet to an iron pipe; thence leaving said Highway and running north 37 degrees 33 minutes west, 233.73 feet to an iron pipe; thence north 52 degrees 31 minutes east, 188.63 feet to an iron pipe and thence south 37 degrees 33 minutes east, 300 feet to the point of beginning, according to survey by Clayton Surveying and Engineering Company on May 27 and 28, 1953.

Part of Lots 2 and 3 of the First Subdivision of Bridgeton Commons in U.S. Survey 1196 Township 46 North, Range 6 East and described as: Beginning at a point in the northwest line of Lindbergh Boulevard, 150 feet wide, distant 621.48 feet (as measured along said Road line) south of its intersection with the southwest line of Missouri Bottom Road, 40 feet wide; thence north 37 degrees 33 minutes west 656.81 feet to property conveyed to Fred C. Thies and wife by deed recorded in Book 948 Page 141 of the St. Louis County Records; thence south 52 degrees 31 minutes west along said property of Fred C. Thies and wife, a distance of 188.62 feet to a point; thence south 37 degrees 33 minutes east, a distance of 590.72 feet to Lindbergh

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Boulevard; thence north along Lindbergh Boulevard, a distance of 200 feet to the point of beginning and containing approximately 2.70 acres, according to survey by Clayton Surveying and Engineering Company on August 20, 22 and 26, 1952.

Part of Lot 3 of the First Subdivision of Bridgeton Commons in U.S. Survey 1196, Township 46 North, Range 6 East and more particularly described as: Beginning at an iron pipe in the northern line of Missouri State Highway No. 77 (Lindbergh Boulevard), 150 feet wide, said point being 821.48 feet measured along said road line, southwest of the intersection of the center line of Missouri Bottom Road with the northern line of Highway No. 77, thence leaving said road line and running north 37 degrees 33 minutes west, 590.72 feet to an iron pipe; thence south 52 degrees 31 minutes west 130.09 feet to an iron pipe; thence south 37 degrees 33 minutes east 554.64 feet to an iron pipe in the northern line of said Highway No. 77 and thence northeastwardly along said road line along the arc of a curve to the right having a radius of 1985.10 feet a distance of 135 feet to the point of beginning.

Part of Lot 3 of the First Subdivision of Bridgeton Commons, in U.S. Survey 1196 Township 46 North, Range 6 East, and described as: Beginning at a point in the most northern line of Missouri State Highway No. 77 or Lindbergh Boulevard, said point being 977.71 feet southwest of the intersection of the center line of Missouri Bottom Road with the most northern line of said Highway No. 77; thence north 37 degrees 33 minutes west 554.64 feet more or less to a point in the southeast line of property conveyed to Fred C. Thies and wife by deed recorded in Book 948 Page 141 of said records; thence along Thies's southeast line south 52 degrees 31 minutes west, 130.09 feet to a point; thence south 37 degrees 33 minutes east 518.57 feet to a point in the north line of State Highway No. 77; thence along said Highway line, being a curve to the right, having a radius of 1985.10 feet, a distance of 135 feet to the point of beginning.

<sup>1</sup>For airport name change, see § 18.04.010.

G. *Ordinance 52781, 1964.*

There is established the following-described land situated in St. Louis County, Missouri as an addition to the public airport owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state:

Certain parcel of land in U.S. Survey 168, Township 46 North Range 6 East, more particularly described as follows: Beginning at the northeast corner of Lot 3 of the Second Resubdivision of Crestshire, according to the plat thereof recorded in Plat Book 47, Page 57 of the St. Louis County Records; thence south 74°13'13" east, two hundred six and fifteen hundredths (206.15) feet to a point; thence south 82°45'20" east; two hundred ninety-nine and eighty-six hundredths (299.86) feet to a point; thence south 4°39'20" east, two hundred sixty-one and forty-one hundredths (261.41) feet to a point; thence north 72°55'40" west, five hundred sixty-eight and thirty hundredths (568.30) feet to a point on the eastern line of said Second Resubdivision of Crestshire; thence north 7°59' east, one hundred eighty-nine and twenty hundredths (189.20) feet along said eastern line to the point of beginning.

<sup>1</sup>For airport name change, see § 18.04.010.

H. *Ordinance 54245, Ordinance 52890, 1964, amends Ordinance 51684, 1963.*

There is established in the county and state an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as parts of such addition:

Certain parcels of land lying in the Lucas Subdivision of the California Farm and the Brown Partition of U.S. Surveys 101 and 656 in Township 46 North Range 6 East, St. Louis County, Missouri, more particularly described as follows:

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First, beginning at the point of intersection of the western line of Country Day Lane, forty (40) feet wide, with the dividing line of U.S. Surveys 101 and 656, thence north 23°03' east, four and forty-six hundredths (4.46) feet to a point; thence north 15°46' east along said western line of Country Day Lane a distance of seven hundred sixty-one and thirty-three hundredths (761.33) feet to a point; thence continuing along said western line of Country Day Lane north 7°05' east a distance of two hundred thirty and twelve hundredths (230.12) feet to a point; thence north 79°15' west along the south line of Country Day Lane a distance of two hundred seventy-six and thirty-eight hundredths (276.38) feet to a point; thence north 0°55' west along a line, said line being again the western line of Country Day Lane, a distance of nine hundred ninety-eight and eighty-six hundredths (998.86) feet to a point; thence north 11°50' east along the western line of Country Day Lane a distance of four hundred thirty-one and eighteen hundredths (431.18) feet to a point; said point being the intersection of the western line of Country Day Lane, forty (40) feet wide and the southern line of Harmon Lane forty (40) feet wide, thence north 83°15' west along the southern line of Harmon Lane a distance of six hundred sixty-three and forty-five hundredths (663.45) feet to a point; thence north 47°18½' west along said southern line of Harmon Lane a distance of five hundred forty-three and twenty-two hundredths (543.22) feet to a point of curve; thence along said curve to the left having a radius of twenty-five (25) feet a distance of fifty-five and seventy-one hundredths (55.71) feet to the point of reverse curve which is the eastern line of Brown Road, eighty (80) feet wide; thence along a curve to the right having a radius of twelve thousand and forty (12,040) feet a distance of sixteen hundred and four and ninety-three hundredths (1604.93) feet to a point of tangency; thence south 12°39½' west along the eastern line of Brown Road a distance of nine hundred thirty-nine and eighty-two hundredths (939.82) feet to a point of curve; thence along said curve to the left having a radius of five hundred ten (510) feet a distance of four hundred seventy-four and one tenth (474.10) feet to a point of tangency; thence south 40°36¼' east, along the eastern line of Brown Road, a distance of nine hundred five and five-tenths (905.5) feet to a point, said point being the intersection of the eastern line of Brown Road and the northern line of Interstate Route 70; thence south 83°01¾' east along said northern line of Interstate Route 70; a distance of four hundred thirty-one and eighty-four hundredths (481.84) feet to a point, said point being the intersection of the northern line of Interstate Route 70 with the western line of Country Day Lane; thence north 37°31' east along said western line of Country Day Lane a distance of one hundred forty and sixty-five hundredths (140.65) feet to a point; thence north 23°03' east along said line of Country Day Lane a distance of seven hundred sixty-seven and twenty-six hundredths (767.26) feet to a point of beginning.

Second, beginning at the intersection of the southern line of Doodles Dale Subdivision and the northward prolongation of the western line of Country Day Lane, forty (40) feet wide, thence along a curve to the left having a radius of thirty (30) feet a distance of twenty-eight and seventy-six hundredths (28.76) feet to a point; thence along a line in a northeastwardly direction a distance of seventy-three and forty-nine hundredths (73.49) feet to a point of curve in the western line of Clifton Lane, fifty (50) feet wide; thence along said western line of Clifton Lane being also a curve to the left having a radius of one hundred forty (140) feet, a distance of ninety-five and three-tenths (95.30) feet to a point; thence north 6°49' west along the western line of Clifton Lane a distance of one hundred nine and fifty-seven hundredths (109.57) feet to a point of curve; thence along said curve to the left having a radius of twenty (20.0) feet a distance of thirty-one and four-tenths (31.4) feet, more or less, to a point of curve; thence along said curve to the right having a radius of fifty (50.0) feet a distance of one hundred fifty-seven and eight hundredths (157.08) feet to a point of curve; thence along said curve to the left a distance of thirty-one and four-tenths (31.4) feet, more or less, to a point in the eastern line of Clifton Lane, fifty (50) feet wide; thence north 6°49' east along said western line of Clifton Lane a distance of sixty and eight hundredths (60.08) feet to a point; thence south 83°18' east along the eastern prolongation of said north line of Lot 115, a distance of eighteen and eighty-one hundredths (18.81) feet to a point; thence north 6°38' east a distance of four hundred sixty-three and fifty-one hundredths (463.51) feet to a point in the southern line of Scudder Avenue; thence north 83°18' west along the southern line of Scudder Avenue a distance of four hundred seventy-three and thirty-eight hundredths (473.38) feet to a point, said point being the intersection of the southern line of Scudder Avenue and the eastern line of Country Day Lane, thence south 0°53' east along the eastern line of Country Day Lane

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a distance of nine hundred twenty-five and twenty-seven hundredths (925.27) feet to a point, thence south 79°15' east along a line said line being the northern line of Country Day Lane, a distance of one hundred ninety-five and thirty-one hundredths (195.31) feet to a point, thence north 0°55' west along a line a distance of six and six hundredths (6.06) feet to a point, thence south 79°15' east along a line a distance of thirty-six and five-tenths (36.5) feet to the point of beginning.

Third, beginning at a point in center line of Brown Road at its intersection with the south line of U.S. Survey 101; thence along center line of said road, north 10°22' east seven hundred sixty-four (764) feet and north 3°13' east two hundred thirty-five and two-tenths (235.2) feet; thence south 88°27' east two thousand and seven (2007) feet to a stone; thence south 1°0' west nine hundred eighty-seven and nine-tenths (987.9) feet to a stone, in south line of U.S. Survey 101; thence along said survey line, north 88°30' west two thousand one hundred twenty-nine and three-tenths (2129.3) feet to place of beginning, containing 47.51 acres including ½ of Brown Road; also a parcel beginning at an iron rail set on the southwest line of a strip one hundred (100) feet wide, conveyed to Charles S. Ruffner by deed recorded in Book 297 Page 625 of the St. Louis County Records where the same is intersected by the north line of the south ½ of Survey 101, said point being distant north 82°44' west one thousand four hundred and ninety-seven and twenty-one hundredths (1497.21) feet from the east line of U.S. Survey 101; thence along said north line of the south ½ of said Survey 101, north 82°44' west five and forty-hundredths (5.40) feet to an old stone in the northeast corner of property conveyed to St. Louis Country Day School by deed recorded in Book 428 Page 519 of the St. Louis County Records; thence along the east line of said property so conveyed, south 7°1.7 west nine hundred eighty-seven and thirty-three hundredths (987.33) feet to the south line of said Survey 101, thence along the south line of said Survey south 82°50' east six hundred sixty-six and fifty hundredths (666.50) feet to the southwest line of said strip 100 feet wide conveyed to Charles S. Ruffner, as aforesaid; thence along the southwest line of said strip north 26°35' west one thousand one hundred eighty-nine and fifty hundredths (1189.50) feet to the place of beginning, containing 7.609 acres, according to survey executed by Edgar Rapp, Surveyor, on February 9, 1926.

Fourth, beginning at the point of intersection of the eastern line of Country Day Lane 40 feet wide, with the northern line of United States Survey 656, thence south 15 degrees 46 minutes west 4.60 feet and south 23 degrees 03 minutes west 69.35 feet along the eastern line of Country Day Lane to the southwestern corner of property secondly described in deed to James H. Anderson and wife, recorded in Book 1559, Page 373, St. Louis County Recorder's Office; thence south 83 degrees 15 minutes east 243.07 feet along the southern line of said Anderson property; thence north 32 degrees 01½ minutes east 78.63 feet to the northern line of said United States Survey 656; thence north 83 degrees 15 minutes west 256.46 feet along the northern line of United States Survey 656 to the point of beginning and containing 0.47 acres, according to survey made by Pitzman's Company of Surveyors & Engineers dated December 28, 1959.

Fifth, beginning at a point in the eastern line of Country Day Lane, 40 feet wide, at the southwestern corner of property secondly described in deed to James H. Anderson and wife, recorded in Book 1559, Page 373, St. Louis County Recorder's Office; thence south 23 degrees 03 minutes west 710.00 feet and south 37 degrees 31 minutes west 23.02 feet along the eastern line of said Country Day Lane to a point distant 500 feet south of the eastern prolongation of the center line of Runway 12-30 measured at right angles to said center line prolongation; thence south 57 degrees 58½ minutes east 111.24 feet; thence north 32 degrees 01½ minutes east 828.00 feet to the southern line of said Anderson property; thence north 83 degrees 15 minutes west 243.07 feet along the southern line of said Anderson property to the point of beginning and containing 2.967 acres, according to a survey made by Pitzman's Company of Surveyors & Engineers dated December 28, 1959.

<sup>1</sup>For airport name change, see § 18.04.010.

I. *Ordinance 54244, 1966.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named Lambert-St. Louis Municipal Airport<sup>1</sup> and located at the City of

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Bridgeton, in the county and state, and, for such addition, the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed to condemn under power in the City Charter and in accordance with the statutes of the state, private real property in the county and state; and such private real property is described as follows:

Parcel 1: A tract of land in U.S. Survey 656, Township 46 North, Range 6 East, and described as: Beginning at a stone set at the southeast corner of Lot 7 of Lewellyn Brown Estate Partition, thence, along the east line of said Lot 7, north 7 degrees 49 minutes east 844.60 feet to a stone in the center line of the creek; thence along the center line of said creek the following courses and distances, north 63 degrees 39 minutes east 133.35 feet, north 25 degrees 52 minutes east 137.78 feet, north 77 degrees 12 minutes east 213.80 feet, north 75 degrees 08 minutes east 115.00 feet, south 64 degrees 55 minutes east 163.56 feet, south 78 degrees 31 minutes east 148.00 feet, and south 82 degrees 36 minutes east 164.09 feet to a point in the western line of the Missouri Electric Company right-of-way, 100 feet wide; thence along said right-of-way line north 26 degrees 35 minutes west 461.61 feet to a point in the line dividing U.S. Surveys 101 and 656; thence along said dividing line north 82 degrees 55 minutes west 2173.43 feet and north 82 degrees 54½ minutes west 603.21 feet to a point in the east line of Country Day Lane, formerly Brown Road, 40 feet wide; thence along the east line of said lane south 16 degrees 06½ minutes west 4.60 feet and south 23 degrees 23½ minutes west 69.35 feet to a point; thence south 82 degrees 54½ minutes east 622.63 feet to a point in the line dividing Lots 5 and 7 of Lewellyn Brown Estate Partition; thence along said dividing line south 7 degrees 42 minutes west 1192.29 feet to a point in the north line of Interstate Route 70; thence along said north line south 71 degrees 45¼ minutes east 1147.91 feet to a point; thence south 82 degrees 55 minutes east 375.38 feet to the point of beginning, containing 56.981 acres according to a survey executed by Pitzman's Company of Surveyors & Engineers on March 9, 1966.

Parcel 2: Also, a triangular-shaped parcel of land in U.S. Survey 656, Township 46 North, Range 6 East, and described as: Beginning in the north line of said U.S. Survey 656 at its intersection with the east line of the Missouri Electric Company right-of-way, 100 feet wide; thence along the east line of said right-of-way south 26 degrees 35 minutes east 481.03 feet to a point; thence south 74 degrees 10 minutes east 7.72 feet to a point; thence south 65 degrees 19 minutes east 252.83 feet to a point in the west line of Middleway Boulevard, formerly Public Service Company right-of-way, 30 feet wide; thence along last mentioned line north 46 degrees 29 minutes west 227.55 feet to a point; thence continuing northwardly along said line being a curve to the right having a radius of 1447.69 feet, a distance of 479.41 feet to a point in the north line of said U.S. Survey 656; thence along said north line north 82 degrees 55 minutes west 0.23 feet to the point of beginning, containing 0.552 acres according to a survey executed by Pitzman's Company of Surveyors & Engineers on March 9, 1966.

<sup>1</sup>For airport name change, see § 18.04.010.

J. *Ordinance 54455, 1967.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named Lambert-St. Louis Municipal Airport<sup>1</sup> and located in the county and state, and for acquisition of such addition the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter and in accordance with the statutes of the state to condemn certain private real property situated in the county and state and described as follows:

A tract of land in Lot 3 of the Lewellyn Brown Estate Partition, according to plat "A" filed with the Commissioners' Report in Partition of the Estate of Lewellyn Brown deceased, in United States Survey 656, Township 46 North, Range 6 East, and being more particularly described as follows: Beginning at a point in the north line of said Lot 3 distant 468.66 feet, more or less, from the northeast corner of said Lot 3 (as measured along the north line of Lot 3), said beginning point being also the northwest corner of property conveyed to John D. Kalemeris and wife by deed recorded in Book 2264 Page 174 of the St. Louis County Records; thence westwardly along the north line of said Lot 3 a distance of 258 feet, more or less, to the

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northeast corner of property conveyed to William A. Warmann and wife by deed recorded in Book 2744 Page 94 of the St. Louis County Records; thence southwardly along the eastern line of said Warmann property to a point on the northern line of Interstate Route 70 (Mark Twain Expressway); thence eastwardly along the north line of said Interstate Route 70 to its intersection with the western line of said property conveyed to John D. Kalemeris and wife; thence northwardly along the eastern line of said Kalemeris property to the northwest corner thereof and the point of beginning;

Also, a tract of land in Lot 3 of the Lewellyn Brown Estate Partition, according to Plat "A" filed with the Commissioner's Report in Partition of the Estate of Lewellyn Brown, deceased, in United States Survey 656, Township 46 North, Range 6 East, and being more particularly described as follows: Beginning at the northeast corner of said Lot 3 of the Lewellyn Brown Estate Partition; thence north 83 degrees west along the north line of said Lot 3 a distance of 346.96 feet, more or less, to the northeast corner of property conveyed to John D. Kalemeris and wife by deed recorded in Book 2264 Page 174 of the St. Louis County Records; thence south 7 degrees 30 minutes west along the east line of said Kalemeris property to the northwest corner of property conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri for Interstate Route 70 (Mark Twain Expressway) by instrument recorded in Book 3727 Page 94 of the St. Louis County Records; thence eastwardly along the north line of said State of Missouri property to the east line of said Lot 3 being also a point in the center line of Airport Road (80 feet wide); thence northwardly along the east line of said Lot 3 (being also the center line of Airport Road 80 feet wide); to the northeast corner thereof and the point of beginning; Excepting Therefrom that portion thereof conveyed to the City of St. Louis by deed recorded in Book 2508 Page 157 being Airport Road as shown on dedication plat thereof recorded in Plat Book 45 Page 44 of the St. Louis County Records;

Also, A tract of land in Lot 3 of the Lewellyn Brown Estate Partition, according to Plat "A" filed with the Commissioner's Report in Partition of the Estate of Lewellyn Brown, deceased, in United States Survey 656, Township 46 North, Range 6 East, and being more particularly described as follows: Beginning at a point in the north line of said Lot 3 of the Lewellyn Brown Estate Partition distant 1,387.18 feet east of northwest corner of said Lot 3 (as measured along the north line of said Lot 3), said beginning point being the northeast corner of property conveyed to Mamie Fliehmman wife of George J. Fliehmman by deed recorded in Book 492 Page 298 of the St. Louis County Records; thence eastwardly along the north line of said Lot 3 a distance of 399.63 feet to the northwest corner of property conveyed to John Pappas and wife by deed recorded in Book 2104 Page 248 of the St. Louis County Records; thence southwardly along the west line of said Pappas property to the north line of property condemned by the State of Missouri ex rel, State Highway Commission of Missouri for Interstate Route 70 (Mark Twain Expressway), according to decree rendered under Cause No. 208082 of the Circuit Court of St. Louis County, Missouri; thence westwardly along the north line of said property condemned by the State of Missouri, ex rel, to its intersection with the east line of said property conveyed to Mamie Fliehmman; thence northwardly along the east line of said Fliehmman property to the northeast corner thereof and the point of beginning;

Also, A tract of land in Lot 3 of the Lewellyn Brown Estate Partition, according to Plat "A" filed with Commissioner's Report in Partition of the Estate of Lewellyn Brown deceased, in United States Survey 656, Township 46 North, Range 6 East, and being more particularly described as follows: Beginning at a point on the north line of said Lot 3 of the Lewellyn Brown Estate Partition, distant 346.96 feet; more or less, from the northeast corner of said Lot 3 (as measured along the north line of said Lot 3), said beginning point being also the northwest corner of property conveyed to Champ Realty, Investment and Financial Company by deed recorded in Book 5377 Page 81 of the St. Louis County Records; thence southwardly along the west line of said property conveyed to Champ Realty, Investment and Financial Company to its intersection with the north line of property conveyed by the State of Missouri, ex rel, State Highway Commission of Missouri for Interstate Route 70 (Mark Twain Expressway) according to decree rendered under Cause No. 208082 of the Circuit Court of St. Louis County, Missouri; thence westwardly along the north line of said property condemned by the State of Missouri, ex rel, to its intersection with the west line of property conveyed to John D. Kalemeris and wife by deed recorded in Book 2264 Page 174 of the St. Louis County Records; thence

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northwardly along the west line of said Kalemeris property to the northwest corner thereof, being also a point on the north line of said Lot 3; thence eastwardly along the north line of said Lot 3 a distance of 121.7 feet, more or less, to the point of beginning;

Also, A tract of land in Lot 4 of the Lewellyn Brown Estate Partition, according to the Plat filed with the Commissioner's Report in Partition of the Estate of Lewellyn Brown, deceased, in United States Survey 656, Township 46 North, Range 6 East, and being bounded as follows: North by the southern line of the rounded intersection of Airport Road, 80 feet wide, and Airport Road southeast, 80 feet wide, as shown on the dedication plat thereof recorded in Plat Book 45 Page 44 of the St. Louis County Records; northeast by the southwest line of said Airport Road southeast, 80 feet wide, as shown on said dedication plat thereof recorded in Plat Book 45 Page 44 of the St. Louis County Records; eastwardly by the western lines of property conveyed to the State of Missouri for the Mark Twain Expressway (Interstate Route 70), by instrument recorded in Book 3766 Page 428 of the St. Louis County Records; west by the east line of Airport Road, 80 feet wide, as shown on said dedication plat thereof recorded in Plat Book 45 Page 44 of the St. Louis County Records; and bounded southwardly by the northern lines of said property conveyed to the State of Missouri for the Mark Twain Expressway (Interstate Route 70), by deed recorded in Book 3766 Page 428 of the St. Louis County Records.

<sup>1</sup>For airport name change, see § 18.04.010.

K. *Ordinance 55052, 1968.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named Lambert-St. Louis Municipal Airport<sup>1</sup> and located in the county and state, and for acquisition of such addition, the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter, and in accordance with the statutes of the state to condemn certain private real property situated in the county and state and described as follows:

A tract of land in United States Surveys 1247 and 1250, Township 46 North, Range 6 East and being part of Weldon Estate Subdivision of Lot 37 of Waverly Subdivision, according to plat thereof recorded in Plat Book 7 Page 12 of the St. Louis County Records, a portion of which has been subdivided and known as Western Zephyr Tract Subdivision recorded in Plat Book 96 Page 4 of said records, and beginning at a point in the center line of Missouri Bottoms Road, 40 feet wide, at its intersection with the northern line of Lindbergh Boulevard, 150 feet, running thence northwestwardly along the center line of Missouri Bottoms Road a distance of 1530.95 feet, more or less, to its intersection with the southern line of the right-of-way of the Wabash Railroad Company; thence southeastwardly along said right-of-way line a distance of 1926.04 feet, more or less, to a point in the northwestern line of Lot 4 of the aforementioned Weldon Estate Subdivision, distant therein 90.28 feet southwest of said right-of-way line; thence southwestwardly along the northwestern line of said Lot 4 a distance of 99.72 feet, more or less, to the northern terminus of a road, 50 feet wide, reserved for road purposes as per deeds recorded in Book 3388 at Pages 7 and 6 of the St. Louis County Recorder's Office; thence southeastwardly along the northern terminus of said 50-foot road and its southeastwardly prolongation a distance of 732.31 feet, more or less, to the northern line of said Lindbergh Boulevard, and thence southwestwardly along the variations of said Lindbergh Boulevard 1555.67 feet, more or less, to the point of beginning; also,

A triangular tract of land being part of Lots 1, 2, and 3 of the Weldon Estate Subdivision, a subdivision in Lot 37 of Waverly Subdivision as recorded in Plat Book 7 Page 12 of the St. Louis County Recorder's Office, being bounded north by Lindbergh Boulevard, 150 feet wide, abutting thereon 811.11 feet, more or less; bounded southeast by Bridgeton Station Road, 70 feet wide, abutting thereon 680.88 feet, more or less, and bounded southwest by property of the City of St. Louis, a municipal corporation, abutting thereon 440 feet, more or less; all the roads and streets lying within the above-described tracts of land shall be vacated and abolished.

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<sup>1</sup>For airport name change, see § 18.04.010.

L. *Ordinance 55149, 1968.*

The Mayor and the Comptroller, are authorized and directed, if reasonably possible, to purchase, otherwise, the City Counselor is authorized and directed to condemn, for public airport use a certain ground leasehold and its subsequently constructed United States Post Office improvements on Lambert-St. Louis Municipal Airport,<sup>1</sup> the public utility in the county, owned in fee and operated by the City; such improvements having been constructed by certain persons as tenant assignees from the government of such ground leasehold theretofore leased to the government by the City for an initial twenty-year term and four five-year renewal options for such construction and for Post Office operation; and such ground leasehold thus improved having been reassigned to the government for a term of years, subject, however, to Sections 11, 13, 14, 24, 25 and 26 of Ordinance 53224.

The said leased part of Lambert-St. Louis Municipal Airport is described as a tract of land in the county and state, and in United States Survey 2524 and more particularly described as follows:

Beginning at an angle point in the north right-of-way line of Interstate Route 70, distant 200 feet perpendicularly north of center line Station 384 + 00 on the center line of said Interstate Route 70; thence eastwardly along a line having an interior angle of 98 degrees 05 minutes from said line which is perpendicularly north of said center line at Station 384 + 00 a distance of 252.05 feet to the point of beginning of the tract hereinafter described; said beginning point being distant 10 feet north of and parallel to the north edge of the 20-foot pavement of the south lane of Natural Bridge Road (abandoned); thence northeastwardly and at a right angle to the said north edge of the 20-foot pavement of the south lane of Natural Bridge Road a distance of 151.89 feet to a point; thence northwestwardly along a line having an interior angle of 90 degrees 04 minutes 40 seconds with the last described line a distance of 5.00 feet to a point; thence northwardly along a line having an exterior angle of 224 degrees 50 minutes 20 seconds to the last described line, being also the western edge of the east access road in said Lambert-St. Louis Municipal Airport, a distance of 218.46 feet to a point; thence northwestwardly along a line having an interior angle of 135 degrees 05 minutes to the last described line a distance of 41.30 feet to a point; thence southwestwardly along a line which is at a right angle to the last described line a distance of 296.15 feet to a point of curve; thence along a curve to the left having a radius of 10 feet a distance of 15.71 feet to a point of tangency being 10 feet north of and parallel to the north line of the 20-foot wide pavement of the south lane of Natural Bridge Road (abandoned); thence, southeastwardly along a line which is 10 feet north of and parallel to the north line of the 20-foot pavement of the south lane of Natural Bridge Road (abandoned), a distance of 191 feet to the point of beginning of the tract heretofore described.

The City Counselor is authorized and directed, as a condition precedent to institution of any such condemnation proceeding, to obtain from the government its consent to be made a party defendant therein.

<sup>1</sup>For airport name change, see § 18.04.010.

M. *Ordinance 55646, 1970.*

There is established a public addition to the area of the public airport and landing field owned and operated by the City, officially named Lambert-St. Louis Municipal Airport<sup>1</sup> and located in the county and state, and for acquisition of such addition, the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter, and in accordance with the statutes of the state to condemn certain private real property situated in the county and state and described as follows:

A parcel of land in United States Survey Six hundred fifty-six (656), Township Forty-six (46) North, Range six (6) East, located in Saint Louis County, Missouri; more particularly described as follows:

Beginning at the intersection of the eastern line of Airport Road and the southern line of Interstate Highway 70; thence easterly along the southern line of Interstate 70 with the following sources and bearings;

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north 80°22' east, four hundred forty-nine and seventy-two hundredths feet (449.72') to an iron pipe; thence north 81°34' east, one hundred and seventy-nine and twenty-hundredths feet (179.20') to an iron pipe; thence south 13°00' east, two hundred seventy-six and eighty-five hundredths feet (276.85') to an iron pipe; thence south 75°18' east, seventy-one and thirteen hundredths feet (71.13') to a point, thence southerly along a line with the following course and bearing; south 6°33' west seven hundred sixty-five and sixteen hundredths feet (765.16') to the northern line of Natural Bridge Road; thence northwesterly along the northern line of Natural Bridge Road with the following courses and bearings: North 50°04' west, seven hundred two and eight hundredths feet (702.08') to an iron pipe; thence north 48°32' west, two hundred eighty and sixty-five hundredths feet (280.65') to a cross on an inlet on the eastern line of Airport Road; thence northerly along the eastern line of Airport Road with the following courses and bearings; north 9°1' east, forty-nine and forty-nine hundredths feet (49.49') to an iron pipe at the beginning of a five hundred eighty foot (580') radius curve concave northwesterly; thence two hundred twenty-four and five hundredths feet (224.05') along said curve whose chord lies north 18°25' east, two hundred twenty-two and sixty-six hundredths feet (222.66'), thence north 7°21' east, fifty and thirty-nine hundredths feet (50.39') to an iron pipe at the point of beginning; also

Beginning at an iron pipe at the intersection of the southern line of Interstate Highway 70 and the western line of Brown Road; thence southerly along the western line of Brown Road with the following courses and bearings; south 5°29' west, one hundred fifty-two and fifty hundredths feet (152.50') to an iron pipe; thence south 6°33' west, seven hundred eleven and eleven hundredths feet (711.11') to an iron pipe; thence south 68°15' west, fifty-nine and ten hundredths feet (59.10') to an iron pipe on the northern line of Natural Bridge Road; thence northwesterly along the northern line of Natural Bridge Road with the following course and bearing: North 50°04' west, three hundred ten and thirty-eight hundredths feet (310.38') to a point; thence northerly along a line with the following course and bearing; north 6°33' east, seven hundred sixty-five and sixteen hundredths feet (765.16') to the southern line of Interstate Highway 70; thence easterly along the southern line of Interstate Highway 70; with the following course and bearing; south 75°18' east, three hundred eleven and fifty-seven hundredths feet (311.57') to an iron pipe at the point of beginning.

<sup>1</sup>For airport name change, see § 18.04.010.

N. *Ordinance 55885, 1971.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named St. Louis International Airport<sup>1</sup> and located in the county and state, and for acquisition of such addition the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter and in accordance with the statutes of the state to condemn, certain private real property situated in the county and state and described as follows:

Part of Lot 5 of Lewellyn Brown Estate Partition, according to plat "A" filed with the Commissioners' Report in Partition of the Estate of Lewellyn Brown, deceased, in U.S. Survey 656 Township 46 North Range 6 East, according to plat thereof recorded in Book M-6 Pages 252 and 253 of the St. Louis City (former County) Records, bounded north by property of the City of St. Louis, abutting thereon 622.63 feet; south by the north line of Interstate Highway 70; east by property of the City of St. Louis, abutting thereon 1192.29 feet, and west by Brown Road, 40 feet wide.

<sup>1</sup>For airport name change, see § 18.04.010.

O. *Ordinance 55887, 1971.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named St. Louis International Airport<sup>1</sup> and located in the county and state, and for acquisition of such addition the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter and in

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accordance with the statutes of the state to condemn, certain private real property situated in the county and state and described as follows:

Lots 11, 12, 13, 14, 27, 28, 29, 30, 31, 32, 33, 34 and 35 of Doodles Dale Plat Two, according to the plat thereof recorded in Plat Book 82 Page 33 of the St. Louis County Recorder's Office; also Lots 61, 63, 64, 65, 66, 67 and 68 of Doodles Dale Plat Four, according to the plat thereof recorded in Plat Book 89 Page 42 of the St. Louis County Recorder's Office; also Lots 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, and 102 of Doodles Dale Plat Five, according to the plat thereof recorded in Plat Book 98 Page 45 of the St. Louis County Recorder's Office; also Lots 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 of Doodles Dale Plat Six, according to the plat thereof recorded in Plat Book 99 Page 98 of the St. Louis County Recorder's Office; also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Greenleigh, a Subdivision in Share 9 of Lucas Subdivision of California Farm in U.S. Survey 101, Township 46 North, Range 6 East, according to the plat thereof recorded in Plat Book 56 Page 13 of the St. Louis County Recorder's Office; also a tract of land being part of Share 9 of Lucas Subdivision of the California Farm in U.S. Survey 101, Township 46 North, Range 6 East and bounded as follows: North by the south line of Lots 1 through 10, inclusive of Greenleigh, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 56 Page 13 of the St. Louis County Records, south by the north line of Doodles Dale Plat Six, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 99 Page 98 of said county records, east by the west line of Doodles Dale Plat Two, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 82 Page 33 of said county records and by the west line of Doodles Dale Plat Five, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 98 Page 45 of said county records, west by the east line of property conveyed to the City of St. Louis, by deed recorded in Book 5199 Page 363 of the St. Louis County Recorder's Office; also Part of Shares 8 and 9 of Lucas Subdivision of the California Farm in U.S. Survey 101 Township 46 North, Range 6 East and described as follows: Beginning at a point in the south line of said Share 9 of the Lucas Subdivision of the California Farm, said point being the most southern corner of Lot 79 of Doodles Dale Plat 5, a Subdivision in St. Louis County, Missouri, as per plat thereof recorded in Plat Book 98 Page 45 of the St. Louis County Records; thence north 51 degrees 3 minutes 24 seconds east along the southeast line of said Lot 79, a distance of 109.62 feet to the most eastern corner of said Lot 79; thence north 15 degrees 14 minutes east along the east lines of Lots 78, 77 and 76 a distance of 213.72 feet to a point, said point being the southwest corner of Lot 64 of Doodles Dale Plat 4, a Subdivision in St. Louis County, Missouri, as per plat thereof recorded in Plat Book 89 Page 42 of the St. Louis County Records; thence south 83 degrees 10 minutes east and along the south lines of Lots 64, 65, 66, 67, 68, 69, 70 and 71, a distance of 560.92 feet to a point, said point being the most western corner of Lot 53 of Doodles Dale Plat 3, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 86 Page 22 of the St. Louis County Records; thence south 50 degrees 50 minutes 11 seconds east along the southwest line of Lots 53 and 52, a distance of 93.49 feet to a point, said point being a corner of Lot 52 of said Doodles Dale Plat 3; thence south 83 degrees 10 minutes east and along the south line of said Lot 52, a distance of 111.69 feet to a point in the west line of Onnie Rei Drive, 50 feet wide, as laid out in said Plat of Doodles Dale Plat 3; thence south 6 degrees 50 minutes west, 70 feet to a point in the north line of Deborah Jean Drive, 50 feet wide, as laid out in said Plat of Doodles Dale Plat 3; thence north 83 degrees 10 minutes west along the north line of said Deborah Jean Drive, 20 feet to a point; thence south 6 degrees 50 minutes west 50 feet to a point in the south line of said Deborah Jean Drive; thence south 83 degrees 10 minutes east and along the south line of Deborah Jean Drive, a distance of 81.31 feet to a point, said point being the northwest corner of Lot 51 of said Doodles Dale Plat 3, thence south 6 degrees 50 minutes west and along the west line of said Lot 51, a distance of 120 feet to a point in the south line of Lucas Subdivision of the California Farm and thence along the south line of said Lucas Subdivision of the California Farm north 83 degrees 10 minutes west 920.60 feet to the point of beginning, according to Survey thereof executed by The Sterling Surveying Company during the month of June, 1963; all the roads and streets lying within the above-described tracts of land shall be vacated and abolished.

<sup>1</sup> For airport name change, see § 18.04.010.

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P. *Ordinance 56086, 1971.*

There shall be and is hereby established a public addition to the area of the public airport and landing field owned and operated as such by the City of St. Louis, now officially named Lambert-St. Louis International Airport<sup>1</sup> and located in the County of St. Louis and State of Missouri, and for acquisition of such addition the Mayor and the Comptroller of the said City shall be and are hereby authorized and directed to purchase, or the City Counselor thereof shall be and is hereby authorized and directed, under power in the Charter of the said City and in accordance with the Statutes of the State of Missouri, to condemn certain private real property situated in the County of St. Louis and State of Missouri and described as follows, to-wit:

Lots 11, 12, 13, 14, 26, 27, 28, 29, 30, 31, 32, 33, 34 and 35 of Doodles Dale Plat Two, according to the plat thereof recorded in Plat Book 82 Page 33 of the St. Louis County Recorder's Office; also Lots 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69 of Doodles Dale Plat Four, according to the plat thereof recorded in Plat Book 89 Page 42 of the St. Louis County Recorder's Office; also Lots 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101 and 102 of Doodles Dale Plat Five, according to the plat thereof recorded in Plat Book 98 Page 45 of the St. Louis County Recorder's Office; also Lots 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113 and 114 of Doodles Dale Plat Six, according to the plat thereof recorded in Plat Book 99 Page 98 of the St. Louis County Recorder's Office; also Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 of Greenleigh, a Subdivision in Share 9 of Lucas Subdivision of California Farm in U.S. Survey 101, Township 46 North, Range 6 East, according to the plat thereof recorded in Plat Book 56 Page 13 of the St. Louis County Recorder's Office; also a tract of land being part of Share 9 of Lucas Subdivision of the California Farm in U.S. Survey 101, Township 46 North, Range 6 East and bounded as follows: North by the south line of Lots 1 through 10, inclusive of Greenleigh, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 56 Page 13 of the St. Louis County Records, south by the north line of Doodles Dale Plat Six, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 99 Page 98 of said county records, east by the west line of Doodles Dale Plat Two, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 82 Page 33 of said County Records and by the west line of Doodles Dale Plat Five, a Subdivision in St. Louis County, according to the plat thereof recorded in Plat Book 98 Page 45 of said county records, west by the east line of property conveyed to the City of St. Louis, by deed recorded in Book 5199 Page 363 of the St. Louis County Recorder's Office; also Part of Shares 8 and 9 of Lucas Subdivision of the California Farm in U.S. Survey 101 Township 46 North, Range 6 East and described as follows: Beginning at a point in the south line of said Share 9 of the Lucas Subdivision of the California Farm, said point being the most southern corner of Lot 79 of Doodles Dale Plat 5, a Subdivision in St. Louis County, Missouri, as per plat thereof recorded in Plat Book 98 Page 45 of the St. Louis County Records; thence north 51 degrees 3 minutes 24 seconds east along the southeast line of said Lot 79, a distance of 109.62 feet to the most eastern corner of said Lot 79; thence north 15 degrees 14 minutes east along the east lines of Lots 78, 77 and 76 a distance of 213.72 feet to a point, said point being the southwest corner of Lot 64 of Doodles Dale Plat 4, a Subdivision in St. Louis County, Missouri, as per plat thereof recorded in Plat Book 89 Page 42 of the St. Louis County Records; thence south 83 degrees 10 minutes east and along the south lines of Lots 64, 65, 66, 67, 68, 69, 70 and 71, a distance of 560.92 feet to a point, said point being the most western corner of Lot 53 of Doodles Dale Plat 3, a Subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 86 Page 22 of the St. Louis County Records; thence south 50 degrees 50 minutes 11 seconds east along the southwest line of Lots 53 and 52, a distance of 93.49 feet to a point, said point being a corner of Lot 52 of said Doodles Dale Plat 3; thence south 83 degrees 10 minutes east and along the south line of said Lot 52, a distance of 111.69 feet to a point in the west line of Onnie Rei Drive, 50 feet wide as laid out in said Plat of Doodles Dale Plat 3; thence south 6 degrees 50 minutes west, 70 feet to a point in the north line of Deborah Jean Drive, 50 feet wide, as laid out in said Plat of Doodles Dale Plat 3; thence north 83 degrees 10 minutes west along the north line of said Deborah Jean Drive, 20 feet to a point; thence south 6 degrees 50 minutes west 50 feet to a point in the south line of said Deborah Jean Drive; thence south 83 degrees 10 minutes east and along the south line of Deborah Jean Drive, a distance of 81.31 feet to a point, said point being the northwest corner of Lot 51 of said Doodles Dale Plat 3, thence south 6

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degrees 50 minutes west and along the west line of said Lot 51, a distance of 120 feet to a point in the south line of Lucas Subdivision of the California Farm and thence along the south line of said Lucas Subdivision of the California Farm north 83 degrees 10 minutes west 920.60 feet to the point of beginning, according to Survey thereof executed by The Sterling Surveying Company during the month of June, 1963; all the roads and streets lying within the above-described tracts of land shall be vacated and abolished.

<sup>1</sup>For airport name change, see § 18.04.010.

Q. *Ordinance 56826, 1974.*

There is established an addition to the public airport and landing field owned and operated as such by the City, which is officially named Lambert-St. Louis International Airport<sup>1</sup> and located in the county and state; and the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed to file a petition in the Circuit Court of the county under power in the City Charter and the statutes of the state to condemn, certain private real property situated in the county and described as follows:

Part of Lots 1, 2, 3 and 4 of the First Subdivision of Bridgeton Commons, in U.S. Survey 1196, Township 46 North, Ranges 5 and 6 East, and described as follows:

Beginning in the southeast line of a larger tract of land containing 73 acres (of which this tract is a part) conveyed to Frank Klaas and wife, by deed recorded in Book 328 Page 77 of the St. Louis County Records, at the most eastern corner of tract of 24 acres conveyed to Joseph B. Klaas and wife by deed recorded in Book 1922 Page 332 of said records; thence north 37 degrees 25 minutes west along the northeast line of said 24-acre tract, 739 feet to the most southern corner of tract of land conveyed to Charles F. Feltz and wife, by deed recorded in Book 2183 Page 148 of said records; thence north 52 degrees 35 minutes east along the southeast line of said Feltz tract 513.28 feet to the southwest line of County Road; thence southeastwardly along the southwest line of said County Road 881.50 feet to the southeast line of said tract of 73 acres; thence south 52 degrees 31 minutes west along said last mentioned line 989.65 feet to the beginning; which parts of said Lots are held under Indentures of Lease, recorded in Book L4 Page 415, Book A-4 Page 88, Book A-4 Page 89 and Book I-4 Page 33 of the records of the City (former County) of St. Louis, all dated from June 18, 1844 and for a term of 999 years, Excepting Therefrom the northwest 3 acres conveyed to Fred Lueck and Frances Lueck, his wife, by deed recorded in Book 2420 Page 120.

<sup>1</sup>For airport name change, see § 18.04.010.

R. *Ordinance 57015, 1975.*

There is established an addition to the public airport and landing field owned and operated as such by the City, which is officially named Lambert-St. Louis International Airport<sup>1</sup> and located in the county and state; and the Mayor and Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed to file a petition in the Circuit Court of the county under power in the City Charter and the statutes of the state to condemn, certain private real property situated in the county and state and described as follows:

Lot 1 of the Re-Subdivision of part of Lots 4 and 5 of the First Subdivision of Bridgeton Commons, according to the plat thereof recorded in Plat Book 103 Page 7 of the St. Louis County Records.

<sup>1</sup>For airport name change, see § 18.04.010.

(1994 C., § 18.04.030)

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#### 18.04.040 Dedication of airport property.

The Mayor and Comptroller are authorized and directed to dedicate to highway use for the widening and relocation of proposed State Highway Route STT, now generally known as Brown Road, strips of land of varying and irregular widths forming part of the public airport and landing field and adjunctive land thereto, owned by the City, known as Lambert-St. Louis Municipal Airport<sup>1</sup> and located in U.S. Surveys 5, 3096, 2524 and fractional sections 4, 5 and 9 in Township 46 North, Range 6 East, St. Louis County, Missouri, and more particularly described as follows:

Beginning at Station 25°00 on the center line of State Highway STT at a point 689.27 feet northwesterly, measured along the southerly line of said U.S. Survey 5, and 10 feet southwesterly at right angles from said Survey line; thence south 52°44' east a distance of 131.3 feet to T.S. Station 26°31.3; thence southeasterly on the arc of a spiral curve to the left, having a length of 150 feet and a spiral angle of 4°30', a distance of 120.57 feet to Grantor's northwesterly property line at Station 27°51.87; thence continuing southeasterly on said spiral curve a distance of 29.43 feet to S.C. Station 27°81.3; thence easterly on the arc of a circular curve to the left, having a radius of 955.37 feet, a distance of 598.33 feet to C.S. Station 33+79.63; thence easterly on the arc of a spiral curve to the left, having a length of 150 feet and a spiral angle of 4°30', a distance of 150 feet to S.T. Station 35°29.63; thence north 82°22' east a distance of 591.35 feet to T. S. Station 41°20.98; thence easterly on the arc of a spiral curve to the right, having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to S.C. Station 42°70.98; thence easterly on the arc of a circular curve to the right having a radius of 955.37 feet, a distance of 423.33 feet to C.S. Station 46°94.31; thence easterly on the arc of a spiral curve to the right having a length of 150 feet and a spiral angle of 4°30', a distance of 150 feet to S.T. Station 48°44.31; thence south 63°14' east a distance of 54.64 feet to equation; Station 48°98.95 back equals Station 49°01.22 forward; thence continuing south 63°14' east a distance of 1208.68 feet to the center line of Eva Avenue (40 feet wide) at Station 61°09.9, which point being north 7°40' east a distance of 3.93 feet from the north line of right-of-way of the Wabash Railroad; thence continuing south 63°14' east across the right-of-way of the Wabash Railroad a distance of 258.97 feet to T.S. Station 63°69.87; thence southeasterly on the arc of a spiral curve to the right, having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to S.C. Station 65°19.87; thence southeasterly on the arc of a circular curve to the right having a radius of 573.69 feet, a distance of 489.83 feet to C.S. Station 70°09.77; thence southeasterly on the arc of a spiral curve to the right having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to a point in Brown Road at S.T. Station 71°59.7; thence south 0°45' west along Brown Road a distance of 1754.8 feet to T. S. Station 89° 14.5; thence southerly on the arc of a spiral curve to the left, having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to S.C. Station 90°64.5; thence southeasterly on the arc of a circular curve to the left having a radius of 573.69 feet, a distance of 579.17 feet to C.S. Station 96°43.67; thence southeasterly on the arc of a spiral curve to the left having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to a point in Airport Road (70 feet wide) at S.T. Station 97°93.67; thence south 72°10' east a distance of 38.91 feet to a point in Airport Road at T.S. Station 98°32.58; said point being north 72°10' west a distance of 20.25 feet from a point on the south line of Section 4, 2581.32 feet westerly of the southeast corner of said Section; thence southeasterly on the arc of a spiral curve to the right having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to S.C. Station 99°82.58; thence southeasterly on the arc of a circular curve to the right having a radius of 573.69 feet, a distance of 579.67 feet to a point in Airport Road (80 feet wide) at C.S. Station 105°62.25; thence southerly on the arc of a spiral curve to the right having a length of 150 feet and a spiral angle of 7°30', a distance of 150 feet to S.T. Station 107°12.25; in the center line of Airport Road (80 feet wide); thence south 0°48' west along the center line of Airport Road a distance of 200 feet to the point of ending.

Strip No. 1. The land described comprises all of Grantor's land in said U.S. Surveys 5 and 3096, and in said fractional Sections 4 and 5, lying within the southerly line of Brown Road and a line 75 feet perpendicularly distant northerly of the center line of State Highway STT, from Grantor's northwesterly property line at Station 27°51.87 to Station 48°44.31, and all of Grantor's land in said fractional Section 4

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lying within lines 75 feet perpendicularly distant on each side of said center line from said Station 48°44.31 to the center line of Eva Avenue (40 feet wide) at Station 61°09.9.

Strip No. 2. Also all of Grantor's land in said fractional Section 4 lying within lines 75 feet perpendicularly distant on each side of said center line from the south line of right-of-way of the Wabash Railroad (100 feet wide) at Station 63°75.24 to Station 70°09.7 and all of Grantor's land in said fractional Section 4 lying within the east line of Brown Road and a line 50 feet perpendicularly distant westerly of said center line from said Station 70°09.7 to Station 89°00, and all of Grantor's land in said fractional Section 4 lying within the east line of Brown Road and a line 60 feet perpendicularly distant westerly of said center line from said Station 89°00 to the point of intersection of the west line of Brown Road and said line 60 feet perpendicularly distant westerly of said center line at Station 91°79.16.

Strip No. 3. Also all of Grantor's land in said fractional Section 9 of U.S. Survey 2524, lying south of the north line of Airport Road (70 feet wide) running east and west and west of the east line of Airport Road, running north and south and northerly and easterly of a line 60 feet perpendicularly distant southwesterly of said center line of State Highway STT from Station 96°06 to Station 107° 12.25; and all of Grantor's land in said Section 9 of U.S. Survey 2524 lying within the east line of Airport Road and a line 50 feet perpendicularly distant west of said center line of State Highway STT from said Station 107°12.25 to Station 108°00; also additional parcels as follows:

A parcel adjoining the southerly line of Wabash Avenue (60 feet wide) and adjoining the southwesterly line of second described parcel, described as follows:

From Station 63°75.25 on the center line of said State Highway STT at its intersection with the south line of right-of-way of the Wabash Railroad (100 feet wide), being also the northerly line of Wabash Avenue (60 feet wide) measured north 86°54' west along said right-of-way line a distance of 5.86 feet to a point; thence south 26°46' west a distance of 65.51 feet to a point in the south line of Brown Road; thence north 86°54' west along said south line of Brown Road a distance of 17.79 feet to a point in the southwesterly line of second described parcel, which is the point of beginning; thence continuing north 86°54' west along said street line a distance of 268.78 feet to a point; thence south 78°24' east a distance of 101. 12 feet to a point 15 feet perpendicularly distant southerly from said street line; thence south 86°54' east a distance of 180 feet to a point; thence south 63°15' east a distance of 139.99 feet to a point in the southwesterly line of second described parcel; thence northwesterly along said southwesterly line of second described parcel a distance of 156.84 feet to the point of beginning.

Also a parcel described as beginning at a point in the westerly line of second described parcel opposite Station 73°00 on the center line of State Highway STT; thence north 0°45 east along the west line of second described parcel a distance of 140.3 feet to a point opposite Station 71°59.7 on said center line; thence north 1°42' west along the westerly line of second described parcel a distance of 143.34 feet to a point opposite Station 70°09.7 on said center line; thence south 83°15' west a distance of 25 feet to a point; thence south 5°43' east a distance of 141.48 feet to a point; thence south 3°05' east a distance of 140.63 feet to the point of beginning.

A parcel adjoining the westerly line of second described parcel, having a width of zero (0) feet opposite Station 87°00 on the center line of said State Highway STT, increasing to a width of 10 feet opposite Station 89°00.

Said parcels contain twelve and three hundred thirteen thousandths (12.313) acres, more or less, exclusive of land in present streets, roads and Wabash Railroad right-of-way.

All airport and landing field easements upon the said strips are vacated and abolished.

<sup>1</sup> For airport name change, see § 18.04.010.

(1994 C., § 18.04.040; Ord. No. 45663, §§ 1, 2, 1951.)

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#### **18.04.050 Sale of airport property.**

The Mayor and the Comptroller are authorized and directed to sell to the state acting by and through the State Highway Commission at a price of not less than one hundred eighty-five thousand dollars certain real estate belonging to the City, described as follows:

All that part of Grantor's land located in U.S. Survey 168, Township 46 North, Range 6 East, St. Louis County, Missouri, and described as beginning at a point in Grantor's most northwestern property corner, as set out by deed recorded in Book 5725 at Page 183 of the St. Louis County Records; thence easterly along Grantor's north property line to a point in Grantor's east property line to a point in Grantor's most northeastern property corner; thence southerly along Grantor's east property line to a point in Grantor's most southeastern property corner; thence westerly along Grantor's south property line a distance of 461.84 feet to a point; thence south 83 degrees 01 minutes 25 seconds east a distance of 70.93 feet to a point; thence south 76 degrees 55 minutes 44 seconds east a distance of 126.84 feet to a point; thence north 8 degrees 20 minutes 00 seconds east a distance of 100 feet to a point; thence north 53 degrees 05 minutes 10 seconds west a distance of 152.59 feet to a point; thence north 78 degrees 17 minutes 22 seconds west a distance of 169.80 feet to a point in Grantor's west property line; thence north along Grantor's west property line a distance of 32 feet to the point of beginning and containing 66,916 square feet of new right-of-way.

Also all abutter's rights of direct access from Grantor's abutting land in U.S. Survey 168, Township 46 North, Range 6 East, to the thruway of Interstate Route 70 and to Pear Tree Lane along a line described as beginning at a point in Grantor's west property line as set out in the above-mentioned Book and Page, said point being 32 feet south of Grantor's most northwest property corner and extending south 78 degrees 17 minutes 22 seconds east a distance of 169.80 feet to a point; thence south 53 degrees 05 minutes 10 seconds east a distance of 152.59 feet to a point; thence south 8 degrees 20 minutes 00 seconds west a distance of 100 feet to a point; thence north 76 degrees 55 minutes 44 seconds west a distance of 126.84 feet to a point; thence north 83 degrees 01 minute 25 seconds west a distance of 70.93 feet to a point in the existing north right-of-way line of Pear Tree Lane.

Also a temporary easement for the construction of a slope or terrace, having a uniform width of 5 feet and lying north, west, southwest and south of and adjoining the following-described line: Beginning at a point in Grantor's south property line as set out in the above-mentioned Book and Page, said point being 461.84 feet west of Grantor's most southeastern property corner; thence south 83 degrees 01 minute 25 seconds east a distance of 70.93 feet to a point; thence south 76 degrees 55 minutes 44 seconds east a distance of 126.84 feet to a point; thence north 8 degrees 20 minutes 00 seconds east a distance of 100 feet to a point; thence north 53 degrees 05 minutes 10 seconds west a distance 152.59 feet to a point; thence north 78 degrees 17 minutes 22 seconds west a distance of 169.80 feet to a point in Grantor's west property line. Said last-described tract is to provide for the construction of a slope or terrace and the party of the second part seeks only a temporary easement for this purpose. Upon completion of the contemplated improvement of the highway, the owner shall have full, free and uninterrupted use and possession of said tract.

Also a temporary easement for the construction of an entrance described as beginning at a point in Grantor's most southwestern property corner as set out in the above-mentioned Book and Page; thence southeasterly along Grantor's south property line a distance of 106.46 feet to a point; thence northeasterly at right angles to said south property line a distance of 20 feet to a point; thence northwesterly and parallel with Grantor's said south property line to a point in Grantor's west property line; thence southerly along Grantor's said west property line to the point of beginning. Upon completion of construction of said entrance the easement rights in said last-described tract shall cease and be no longer in effect.

Said above-described temporary easements contain 5,260 square feet of land.

(1994 C., § 18.04.050; Ord. No. 56507, § 2, 1973.)

## Chapter 18.08 AIRPORT AUTHORITY

### 18.08.010 Established.

There is established the Airport Authority of the City pursuant to RSMo Ch. 305 (1959), which shall consist of the City Airport Commission, its Chief Executive Officer, and Airport Managers and other personnel as are necessary to carry the provisions of Chapters 18.08 and 18.12.

(1960 C., § 70.010; 1994 C., § 18.08.010; Ord. No. 54999, § 1, 1968.)

### 18.08.020 Director of Airports.

A Director of Airports shall be the Chief Executive Officer of the Airport Authority of the City. The Director of Airports shall be appointed by the Mayor for a term to run concurrently with the Mayor's term of office, or until his successor is appointed and qualified. The Director of Airports shall have:

- A. Attained the age of thirty years;
- B. Educational attainments or equivalent practical training approximating those necessary for graduation from a standard college or university with a degree in public administration, business administration, accounting, law, engineering or related fields;
- C. During five of the ten years prior to appointment been actively engaged in operation, management, maintenance, accounting, design or construction work at or for air carrier airports.

(1960 C., § 70.020; 1994 C., § 18.08.020; Ord. No. 54999, § 2, 1968.)

### 18.08.030 City Airport Commission.

The City Airport Commission, hereinafter called the "Commission," shall consist of the following members:

- A. Director of Airports, who shall be Chairman of the Commission;
- B. The Chairman of the Transportation and Commerce Committee of the Board of Aldermen (or such other committee to which, pursuant to the rules of the Board of Aldermen, bills affecting the airport are assigned);
- C. The President of the Board of Aldermen;
- D. The Comptroller;
- E. Six members appointed by the Mayor;
- F. On and after the effective date of that certain Cooperation Agreement between the City and St. Louis County, Missouri, authorized by Ordinance 61696 and the amendment authorized by Ordinance 65354, in addition to the six appointive members provided for in Subsection E, St. Louis County's Director of Aviation and four persons appointed by the County Executive of St. Louis County may be additional members of the Airport Commission as provided in such Cooperation Agreement and the amendment thereto;
- G. On and after the effective date of that certain Cooperation Agreement between the City and St. Charles County, Missouri, authorized by Ordinance 64801, in addition to the six appointive members

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provided for in Subsection E of this section, one additional member of the Airport Commission may be appointed by the County Executive of St. Charles County, Missouri, as provided in such Cooperation Agreement;

- H. On and after the effective date of that certain Cooperation Agreement between the City and St. Clair County, Illinois, authorized by Ordinance 64801, in addition to the six appointive members provided for in Subsection E of this section, one additional member of the Airport Commission may be appointed by the Chairman of the County Board of St. Clair County, Illinois, as provided in such Cooperation Agreement.

The terms of the appointive members serving on the City Airport Commission on the date the ordinance codified in this section becomes effective shall continue until their normal expiration dates, at which times the Mayor shall fill the expiring terms of members he appoints by making appointments for four-year terms. A majority of the Commission shall constitute a quorum for transacting business and every member shall be entitled to a vote. The Director and any member appointed by the Mayor may be removed upon three absences from meetings of the Commission in a calendar year or for other cause by the Mayor after written charges have been preferred and after a public hearing held on due notice to such member. Such member shall have the right to be heard in person or by counsel at any such public hearing. Each appointed member of the Commission shall be paid for each day on which he actually attends an official meeting of the Commission; the amount of pay shall be determined in accordance with the Charter and ordinances of the City. All members of the Commission shall be reimbursed for necessary traveling and other expenses incurred in the performance of their duties, subject to the approval of the Board of Estimate and Apportionment.

(1960 C., § 70.030; 1994 C., § 18.08.030; Ord. No. 65354, § 4, 2001; Ord. No. 64801, § 4, 1999; Ord. No. 61696, § 4, 1989; Ord. No. 59242, § 2, 1984; Ord. No. 54999, § 3, 1968.)

#### **18.08.040 Employees.**

The Director of Airports is authorized to appoint, in accordance with the Charter and the ordinances of the City, the number of employees as is necessary in connection with the supervision, management and operation of the properties described in Section 18.08.050.

(1960 C., § 70.040; 1994 C., § 18.08.040; Ord. No. 54999, § 4, 1968.)

#### **18.08.050 Management and development.**

The Commission shall be responsible for the planning, development, management and operation of all City airports and all airport property, installations, and auxiliary facilities, including any lands or properties heretofore or hereafter owned and acquired by the City for airport purposes; or the processing, transporting and otherwise facilitating the movement of air passengers and property, and shall be responsible for the promotion and development of additional and improved aviation services as needed by the City. The Director shall be the Chief Executive Officer of the Airport Commission.

(1960 C., § 70.050; 1994 C., § 18.08.050; Ord. No. 54999, § 5, 1968.)

#### **18.08.060 Contracts.**

The Director of Airports with the approval of the Airport Commission and the Board of Estimate and Apportionment shall have the power to enter into contracts, leases and agreements for concessions, rentals or use of the airport property and facilities. Any rental, lease, or agreement excluding fixed rate permits that exceed a period of three years must be approved by the Board of Aldermen and authorized by ordinance. All non-compete

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clauses and agreements must be approved by the Board of Aldermen and authorized by ordinance. All contracts, leases and agreements shall be executed in the name of the City of St. Louis and shall be signed by the Director of Airports and countersigned by the Comptroller. No lease or agreement requiring Aldermanic approval shall be extended beyond its expiration date without Aldermanic approval.

(1960 C., § 70.060; 1994 C., § 18.08.060; Ord. No. 60900, § 2, 1988; Ord. No. 54999, § 6, 1968.)

### **18.08.070 Fees and charges.**

The Director of Airports with approval of the Commission shall have power to establish schedules fixing all fees and charges, other than those contained in contracts, leases, and agreements entered into under Section 18.08.060, for use of the airport, landing field, hangars, and space in buildings located in and on the airport and to modify the same from time to time.

(1960 C., § 70.070; 1994 C., § 18.08.070; Ord. No. 54999, § 7, 1968.)

### **18.08.080 Concession contracts.**

Contracts for concessions shall be let:

1. On public bids to the highest bidder, reserving to the Airport Authority the right to reject any and all bids and the right to limit bids to qualified bidders as determined by the Airport Authority; or
2. Pursuant to a request for proposals process as determined by a Selection Committee consisting of (1) the Director of Airports, or their designee, who shall act as chairman of the committee; (2) one current employee of the Airport Authority selected by the Director of Airports; (3) one current employee of the City selected by the Mayor; (4) one current employee of the City selected by the Comptroller; and (5) one current employee of the City selected by the President of the Board of Aldermen. Each member of the committee shall be a voting member.

The Airport Authority shall in its sole discretion determine which procurement process to utilize when seeking to let any concession opportunity. The Director of Airports may promulgate rules and regulations, to be approved by the Commission, providing for administration of the request for proposals process.

(1960 C., § 70.080; 1994 C., § 18.08.080; Ord. No. 71531, § 1, 7-6-2022; Ord. No. 54999, § 8, 1968.)

## **Chapter 18.10 CONSENT OF CITY TO TRANSFER OF RIGHTS**

### **18.10.010 Adopted.**

It is in the best interests of the City of St. Louis (the "City"), residents of the City and the metropolitan St. Louis area, airlines, airline passengers and those employed at Lambert-St. Louis International Airport (the "airport") or in industries dependent upon the airport, that the City, pursuant to its authority under state law, adopt the Nonassignment Ordinance codified in this chapter in order to: preserve and enhance the safety, capacity and security at the transportation facilities at the airport; protect the vital financial interests of the City, its residents and residents of the metropolitan St. Louis area; assure that air travel to and from the airport is not interrupted; safeguard the City from potential financial hardship caused by the deteriorating financial condition of the airline industry; and ensure health, safety and welfare of those who travel to and from the airport and those employed at the airport.

(1994 C., § 18.10.010; Ord. No. 62475, § 1, 1991.)

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#### **18.10.020 Prior consent of City—Required.**

No permit, license, contract, lease or other agreement, or interest therein, for space, services or facilities at the airport shall be assumed, assigned or otherwise transferred by a party to such permit, license, contract, lease or agreement without prior consent in writing from the Director of Airports with the approval of the airport Commission, which consent shall not be unreasonably withheld. The foregoing shall not prevent assignment of a permit, license, contract, lease or other agreement, or interest therein, by an airline to any corporation with which the airline may merge or consolidate, or which may succeed to the business of the airline.

(1994 C., § 18.10.020; Ord. No. 62475, § 2, 1991.)

#### **18.10.030 Terms and conditions—To be prescribed by Director of Airports.**

No person, corporation or other entity may engage in any commercial activity on the premises of the airport without the prior written consent of, and under terms and conditions prescribed by, the Director of Airports with the approval of the Airport Commission, other appropriate public body or public official.

(1994 C., § 18.10.030; Ord. No. 62475, § 3, 1991.)

#### **18.10.040 Decision based on interests of City.**

Where this chapter requires the consent of the Director of Airports or other appropriate public body or public official, for a proposed assumption, assignment or other transfer (hereinafter collectively a "proposed transfer"), the Director of Airports or other public official shall base his decision upon whether the best interests of the City, the City's residents and those of the traveling public would be served by the proposed transaction. Where this chapter requires consent of the Airport Commission or other public body for a proposed transfer, the Airport Commission or other public body shall base its decision upon whether the best interests of the City, the City's residents and those of the traveling public would be served by the proposed transaction. Where this chapter requires consent of the Airport Commission or other public body for a proposed transfer, the Airport Commission or other public body shall base its decision upon whether the best interests of the City, the City's residents and those of the traveling public would be served by the proposed transaction.

(1994 C., § 18.10.040; Ord. No. 62475, § 4, 1991.)

#### **18.10.050 Violation.**

Any assumption, assignment or other transfer promulgated in violation of this chapter shall be illegal, unenforceable and void.

(1994 C., § 18.10.050; Ord. No. 62475, § 5, 1991.)

#### **18.10.060 Applicability.**

The terms, requirements and prescriptions of this chapter shall apply to all permits, licenses, contracts, leases and other agreements, or interests therein, for space, services or facilities at the airport existing at the time the ordinance codified in this chapter is enacted or anytime thereafter but shall not prevent any assignment or transfer specifically authorized by the terms of a permit, licenses, contract, lease or other agreement already existing at the time this chapter is enacted.

(1994 C., § 18.10.060; Ord. No. 62475, § 6, 1991.)

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### **18.10.070 Conflict with FAA regulations.**

This chapter and the provisions herein are not intended to address matters regulated by the Federal Aviation Administration ("FAA regulations"). If any conflict is determined to exist between any provision in this chapter and FAA regulations, this chapter shall be construed as to defer to FAA regulations, without affecting the validity of this chapter.

(1994 C., § 18.10.070; Ord. No. 62475, § 7, 1991.)

## **Chapter 18.12 AIRPORT REVENUE AND IMPROVEMENTS**

### **18.12.010 Accounting system.**

It shall be the duty of the Director of Airports to install and maintain a modern airport accounting system under which revenues, expenses, and capital expenditures with their related fixed charges classified according to functional areas at the airport, as a guide to the airport management and to permit the determination of equitable rates and charges for use of the airport facilities. The accounts shall be audited by the City Comptroller and shall be open to examination by any member of the Board of Aldermen.

(1960 C., § 71.010; 1994 C., § 18.12.010; Ord. No. 54999, § 9, 1968.)

### **18.12.020 Airport revenue fund—Deposits.**

All revenues derived from the operation and use of airports and airport properties, installations and facilities, including the net rentals derived from the lease or use of any lands acquired for airport purposes but which are not immediately being used for airport purposes, shall be deposited in the City Treasury to the credit of the airport revenue fund of the City. The revenues shall be deposited and held in a bank account or accounts separate from all other bank accounts of the City.

(1960 C., § 71.020; 1994 C., § 18.12.020; Ord. No. 54999, § 10, 1968.)

### **18.12.030 Airport revenue fund—Allocations.**

Sums in the airport revenue fund shall be set aside for, allocated and credited to the following separate accounts by the City Comptroller, and such allocations and credits shall be made on the first business day of each and every month:

- A. To an account designated the airport operation and maintenance account there shall be credited a sum sufficient to pay the estimated cost of operating and maintaining the airports and airport facilities in good repair and working order during the month; the sum to be determined by the Commission.
- B. To an account designated the airport revenue bond account there shall be credited in each month sums at least equal to one-sixth of the amount of interest that will become due on all airport revenue bonds then outstanding on the then-next interest payment date and, beginning twelve months prior to the first maturity date of any bonds issued for airport purposes, one-twelfth of the amount of principal that will become due on such bonds on the then next maturity date. Sums in the account shall be used only for the payment of the principal of and the interest on the airport revenue bonds of the City as the same shall become due.

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- C. Into an account designated the airport revenue bond reserve account there shall be deposited the sum of ten thousand dollars per month. The payments shall be continued until the amount deposited and held in the account shall equal six hundred thousand dollars. When and as long as the sum of six hundred thousand dollars shall be on deposit in the account, no further payments need be made, but should the account be reduced or depleted for any reason, including the payments of bonds or the interest thereon, additional deposits shall be made thereafter at the rate of ten thousand dollars per month until the account shall be replenished and shall have credited thereto not less than the aforesaid sum of six hundred thousand dollars. Sums in the account shall be deposited in a separate bank account, subject to the provisions of Section 18.12.050, and shall be used only for the payment of the principal of and the interest on the airport revenue bonds of the City, and only when and to the extent that other funds are not available for that purpose. Sums in the account shall not be used to pay bonds called for payment prior to maturity unless all bonds issued hereunder are then to be retired.
  - D. To an account designated the airport replacement, improvement, and contingent account there shall be credited the sum of fifteen thousand dollars per month. The credits shall be continued until the amount accumulated in the account shall equal six hundred thousand dollars. When and as long as the sum of six hundred thousand dollars shall be credited to the account, no further allocations need be made but should the account be reduced or depleted for the purposes hereinafter provided, additional credits shall be made thereafter at the rate of not less than fifteen thousand dollars per month until the account shall be replenished and shall have credited thereto not less than the aforesaid sum of six hundred thousand dollars. Sums in the account shall be expended for the making of replacements, extensions, and improvements to the airports and airport facilities, and for the purpose of meeting unforeseen contingencies and emergencies arising in the operation of the airports and airport facilities of the City.
  - E. At the end of each fiscal year any balance remaining in the airport revenue fund, after making the allocations and credits required under Subsections A, B, C, and D of this section, shall be allocated and credited to an account designated the airport reserve account. Sums in the account shall be expended only for the following purposes and in the following order of priority:
    - 1. For payment to the general revenue fund of the City out of the gross receipts derived from the operation of airports and airport facilities of the City during the fiscal year last ended (excluding therefrom all income derived from investment of airport funds as set forth in Sections 18.12.030 and 18.12.040) a sum equivalent to any gross receipts tax required to be paid to the City by privately owned utilities; however, in no event shall such sum be greater than the amount credited to the airport reserve account during such fiscal year;
    - 2. For extensions and improvements to the airports and airport facilities; or
    - 3. To pay and redeem airport revenue bonds of the City called for redemption according to the terms thereof, or to purchase such bonds in the open market, if obtainable at less than the call price.

(1960 C., § 71.030; 1994 C., § 18.12.030; Ord. No. 54999, § 11, 1968.)

### **18.12.040 Construction fund.**

A construction fund shall be maintained in which shall be deposited:

- A. The proceeds from the sale of airport revenue bonds;
- B. Reversions of unneeded balances in appropriation ordinances when such appropriation has been made from the construction fund;

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- C. Grants received from state, federal or other agencies; and
  - D. Any other airport development funds received;

and from the construction fund appropriations may be made to pay the costs of airport acquisition, development, improvement and construction.

(1960 C., § 71.040; 1994 C., § 18.12.040; Ord. No. 54999, § 12, 1968.)

### **18.12.050 Investments.**

All sums in the accounts created by Sections 18.12.030 and 18.12.040 shall be kept on deposit in a bank or banks which are members of the Federal Deposit Insurance Corporation and shall be secured continuously at all times as provided by the laws of the state for other funds of the City, or in the discretion of the Board of Estimate and Apportionment, upon certification of the Airport Commission that funds are available for investment or reinvestment, such sums or any part thereof may be invested or reinvested in bonds or other obligations of the United States of America maturing or being redeemable at or prior to the time when the funds may be required for use under the terms of this title. All income and profits arising from any such investments shall be credited to the airport revenue fund referred to in Section 18.12.020.

(1960 C., § 71.050; 1994 C., § 18.12.050; Ord. No. 54999, § 13, 1968.)

### **18.12.060 Budget.**

Prior to the commencement of each fiscal year the Director of Airports shall prepare a budget which shall be approved by the Commission and which sets out the estimated receipts and expenditures of the airports and airport facilities of the City for the then-ensuing fiscal year. This budget shall contain:

- A. An estimate of the receipts expected to be derived from the operation of the airports and airport facilities;
- B. A statement of the estimated cost of operating such airports and airport facilities during the next-ensuing fiscal year;
- C. A statement of any unusual and extraordinary expenses of operation or maintenance which might be reasonably anticipated and an estimate of the cost thereof;
- D. A statement of what replacements to the airports and airport facilities may be anticipated and the estimated cost thereof;
- E. A statement of the amount of interest to become due during the ensuing year on the airport revenue bonds then outstanding;
- F. A statement of the principal of such bonds which will become due absolutely by their terms during the next-ensuing fiscal year;
- G. The amounts, if any, to be paid into the accounts established under Section 18.12.030.B, C, and D;
- H. A statement of the total amount anticipated to be payable from the revenues of the airports and airport facilities during the next-ensuing year.

(1960 C., § 71.070; 1994 C., § 18.12.060; Ord. No. 54999, § 14, 1968.)

## **Chapter 18.16 GIFTS TO AIRPORT**

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### **18.16.010 Acceptance.**

The Airport Commission with the approval of the Mayor is authorized and directed to accept, take charge of, for and on behalf of the City, any donation or gift in the form of a work of art, monument, mural, statuary, other personal property, including money, and real estate for the furtherance of the development of any airport owned or operated by the City, subject to terms and conditions as may be agreed upon between the donor or donors thereof and the Airport Commission with the approval of the Mayor.

(1960 C., § 72.010; 1994 C., § 18.16.010; Ord. No. 49580, § 1, 1959.)

### **18.16.020 Committee.**

- A. The Mayor is authorized and directed to select a committee of seven (7) persons to study and approve the design, artistic merits and proposed location of any work of art, monument, mural, statuary or other personal property proposed to be donated or to be given to the City to insure that the gift or donation will harmonize with the general design and character of and further development of any airport owned or operated by the City. The members of the committee shall be appointed by the Mayor and approved by the Board of Aldermen.
- B. Of the seven (7) persons initially appointed by the Mayor, three (3) shall be appointed for terms of four (4) years each, two (2) shall be appointed for terms of three (3) years each, and two (2) shall be appointed for terms of two (2) years each. All persons thereafter shall be appointed to serve a four-year term.

(1960 C., § 72.020; 1994 C., § 18.16.020; Ord. No. 68797, §§ 1, 2, 11-23-2010; Ord. No. 49580, § 2, 1959.)

### **18.16.030 Selections.**

Should the gift or donation be in the form of money for the erection, purchase, selection or acquisition of a work of art, monument, mural or statuary according to the terms of the gift or donation, the committee is authorized to select the work of art, monument, mural or statuary on behalf of and for the City to carry out the terms of the gift or donation and shall be further empowered to select the person, firm or corporation to design, create and complete the work of art, monument, mural or statuary in carrying out the terms and conditions of the gift or donation.

(1960 C., § 72.030; 1994 C., § 18.16.030; Ord. No. 49580, § 3, 1959.)

### **18.16.040 Special account.**

Any gift or donation in the form of money accepted on behalf of the City shall be deposited into a special account by the Comptroller and the Comptroller shall draw his warrant on the account only for the purposes of carrying out the terms and conditions of the gift or donation.

(1960 C., § 72.040; 1994 C., § 18.16.040; Ord. No. 49580, § 4, 1959.)

**Summary**  
**Board Bill Number 40**  
**Introduced by Alderman Shane Cohn**  
**June 27, 2025**

This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property being the Improved Wharf for the purpose of maintaining, beautifying, and improving the premises, and operating a controlled system of paid parking for a period of twenty-five (25) years.

**BOARD BILL NUMBER 40 INTRODUCED BY ALDERMAN SHANE COHN**

1 An Ordinance authorizing the execution of a Lease Agreement between The City of St. Louis,  
2 Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property  
3 being the Improved Wharf for the purpose of maintaining, beautifying, and improving the  
4 premises, and operating a controlled system of paid parking for a period of twenty-five (25) years  
5 as set forth in the Lease Agreement attached hereto as **Exhibit A** and containing a severability  
6 clause.

7 **WHEREAS**, Lessee, in coordination with City departments, participates in the  
8 maintenance, beautification, and improvement of the Improved Wharf in the City of St. Louis.

9 **WHEREAS**, Lessee facilitates a controlled system of paid parking on the Improved  
10 Wharf, which revenues are deposited in the City of St. Louis’ Improved Wharf Fund pursuant to  
11 Chapter 5.38 of the Revised Code of the City of St. Louis.

12 **WHEREAS**, Lessee desires to place the controlled system of paid parking on the Improved  
13 Wharf out for a public bid, to locate a parking contractor to operate such system on behalf of  
14 Lessee and the City.

15 **WHEREAS**, the City and Lessee desire to enter into a Lease Agreement pursuant to which  
16 the City shall grant to Lessee a non-exclusive lease of the Improved Wharf for a duration of twenty-  
17 five years as allowed under the Charter of the City of St. Louis, so that Lessee may publicly bid  
18 the controlled system of paid parking and enter into a contract therefore, and so that Lessee may  
19 assist City departments with maintenance, beautification, and improvements on the Improved  
20 Wharf.

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

22           **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and  
23 Comptroller are hereby authorized to execute, on behalf of the City, said Lease Agreement in  
24 substantially the form attached hereto as **Exhibit A.**

25           **SECTION TWO.** The Mayor and Comptroller or their designated representatives are  
26 hereby authorized to take any and all actions, and to execute and deliver for and on behalf of the  
27 City any and all additional certificates, documents, agreements or other instruments, as may be  
28 necessary and appropriate in order to carry out the matters herein authorized, with no such further  
29 action of the Board of Aldermen necessary to authorize such action by the Mayor and Comptroller  
30 or their designated representatives.

31           **SECTION THREE.** The Mayor and Comptroller or their designated representatives, with  
32 the advice and concurrence of the City Counselor and the Port Commission, are hereby further  
33 authorized to make any changes to the documents, agreements and instruments approved and  
34 authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary  
35 and appropriate in order to carry out the matters herein authorized, with no such further action of  
36 the Board of Aldermen necessary to authorize such changes.

37           **SECTION FOUR.** It is hereby declared to be the intention of the Board of Aldermen that  
38 each and every part, section and subsection of this Ordinance shall be separate and severable from  
39 each and every other part, section and subsection hereof and that the Board of Aldermen intends  
40 to adopt each said part, section and subsection separately and independently of any other part,  
41 section and subsection. In the event that any part, section or subsection of this Ordinance shall be  
42 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and  
43 subsections shall be and remain in full force and effect, unless the court making such finding shall

44 determine that the valid portions standing alone are incomplete and are incapable of being executed  
45 in accord with the legislative intent.

46           **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this  
47 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over  
48 her veto.

**Board Bill Number 40  
Exhibit A**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and among THE CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri (hereinafter “Lessor”), and THE CITY OF ST. LOUIS PORT AUTHORITY, a port authority and political subdivision of the State of Missouri (“hereinafter Lessee”).

1. Leasehold. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to Lessor, and the mutual covenants and agreements herein contained, Lessor hereby leases and lets to Lessee certain land being the Improved Wharf in the City of St. Louis, Missouri as more particularly described below (the “Leased Premises”):

A portion of the public wharf bounded on the north by a line parallel to the south curb of Biddle, approximately station 388 + 33.42 on the floodwall; bounded on the south by a line parallel to the north curb of Chouteau Avenue and distant 400 feet more or less north therefrom along the floodwall, approximately station 14 + 20 on the floodwall; bounded on the west by the east curb of Leonor K. Sullivan Drive.

2. Term. The term of this Lease (“Term”) shall be for a period of twenty-five (25) years, beginning on July 1, 2025 (“Commencement Date”) and terminating on June 30, 2050, unless sooner terminated as provided herein.

3. Rent. For the rights and privileges herein granted, Lessee agrees to pay Lessor rent in the amount of One Dollar (\$1) per year.

4. Permitted Use. Lessee may use the Leased Premises to provide a controlled system of paid parking and other services for arriving riverboat cruises, riverboat excursions, and public

and private visitors and users of the Leased Premises, and to engage in appropriate construction and infrastructure upgrades to better facilitate public access to and business investment on the Leased Premises. Lessee shall keep, operate and maintain the Leased Premises, including all structures and improvements located thereon, in full compliance with all federal, state and local environmental, health and/or safety laws, ordinances, rules, regulations, codes, orders, directives, guidelines, permits or permit conditions currently existing and as amended, enacted, issued or adopted in the future which are applicable to the Leased Premises.

5. Parking Operations and Revenue. Lessee is directed to solicit public proposals from qualified providers and contract with the lowest responsible bidder to operate the controlled system of paid parking. Such agreement may take the form of a contract for services or a sublease, as appropriate. Lessee is authorized to execute a contract to operate the controlled system of paid parking under any terms as it may find appropriate in its sole discretion, subject to the following limitations:

(a) Lessee shall require its contractor(s) or sublessee(s) to comply with the provisions of this Lease, at a minimum;

(b) Lessee shall include in any contract a clause requiring compliance with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination. Lessee shall not contract with a party found to be in violation of any such laws, ordinances, regulations or Executive Orders; and

(c) Any income Lessee receives from parking concessions shall be deposited into Lessor's Improved Wharf Fund and will be used exclusively for construction, design, marketing, studies, and other costs relating to the Improved Wharf.

6. Security. Lessee may procure and retain a firm to provide security services on the Leased Premises as necessary and appropriate to protect public and private users of the Leased Premises, and real and personal property on the Leased Premises. Procurement of such security provider shall occur in an open and competitive manner, provided however, any firm engaged for security services on the Leased Premises must possess a valid business license issued by the City of St. Louis, must be registered to conduct business in the State of Missouri, and all personnel carrying out security duties must be duly licensed by the appropriate licensing authority in the City of St. Louis.

7. Existing Agreements. This lease shall be non-exclusive, and any agreements, leases, or contracts on the Leased Premises as of the date of this Lease Agreement shall be honored by Lessor and Lessee.

8. Maintenance and Repair. Lessee shall coordinate with the appropriate departments of the City of St. Louis to effectuate reasonable maintenance of the Leased Premises (including, without limitation, routine and regular maintenance), and repairs and replacements of improvements thereon. All maintenance and repair activities on the Leased Premises shall be performed in accordance with all laws, ordinances and regulations, and no provisions of this Lease shall release Lessor or any of its department of obligations to keep and maintain the Leased Premises as such obligations may exist as of the Effective Date of this Lease.

9. Improvements. Lessee agrees that all permanent capital improvements and facilities installed on the Leased Premises by Lessee shall become the property of Lessor, and become a part of the Leased Premises, unless Lessor requests the removal of same prior to the expiration or earlier termination of this Lease if the improvement has significantly deteriorated or no longer functions safely or as intended. Objects, facilities and equipment that are portable or

moveable are not a permanent capital improvement and will remain the property of Lessee and shall be removed upon the expiration or earlier termination of this Lease.

10. Nondiscrimination. Lessee agrees that in the use of the Leased Premises or in the use of any property used in connection with the Leased Premises, Lessee will not exclude or discriminate against any person solely because of race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said property.

11. Insurance, Liability and Indemnity. Lessee shall require its contractor(s) or sublessee(s) comply with the following:

(a) Obtain Commercial General Liability Insurance with coverage not less than the sovereign immunity limits as published in the Missouri Register and revised on an annual basis by the Missouri Department of Insurance. The contractor or sublessee shall cause Lessor to be named as an additionally insured.

(b) Obtain Workers Compensation Insurance with coverage in compliance with applicable federal and state laws;

(c) Indemnify and save harmless Lessor from any liability for any injuries or damages to persons or property resulting from the contractor(s)' or sublessee(s) work.

12. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Lessee:

A. The failure by Lessee's contractor(s) or sublessee(s) to maintain the insurance required under this Lease, where such failure shall continue for a period of ten (10) days after written notice hereof from Lessor to Lessee.

B. The failure by Lessee to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall

continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee, provided that if it reasonably takes longer than thirty (30) days to cure the default, Lessee shall have such longer period as it reasonably takes to cure the default, provided Lessee commences the cure within such thirty (30) days and is working diligently to cure the default within a reasonable time.

13. Remedies. Upon and during the continuance of an Event of Default by Lessee, Lessor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law, with or without further notice or demand:

(a) Terminate Lessee's right to possession of the Leased Premises by any lawful means, without terminating this Lease, and Lessee shall immediately surrender possession of the Leased Premises to Lessor.

(b) Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, and Lessor shall have the right to regain possession of the Leased Premises by any lawful means should Lessee fail to surrender the same.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Missouri.

14. Notices. All notices and communications required by this Lease to be given by either party hereunder shall be in writing and shall be (1) sent via electronic mail; (2) hand delivered; or (3) sent by overnight expedited delivery service (such as UPS or Fed Ex) or by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices and communications shall be deemed given when delivered or three days after mailing;

provided, however, that if any such notice or communication is sent electronically, such notice shall be deemed given at the time and on the date of electronic transmittal.

In the case of Lessee, to:

City of St. Louis Port Authority  
1520 Market, Street, Suite 2000  
St. Louis, Missouri 63103  
Attention: Susan Taylor, Port Director  
[taylor@sstlouis-mo.gov](mailto:taylor@sstlouis-mo.gov)

In the case of Lessor to:

City of St. Louis  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Comptroller

15. Choice of Laws. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri. The parties shall comply with the City Charter, Ordinances of the City, and relevant Mayor's Executive Orders.

16. Severability. Any clause, covenant, paragraph or provision herein if declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

17. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

18. Entire Agreement. This Lease, including the exhibits, includes all the covenants and agreements between the Lessor and Lessee. This Lease and its exhibits can be changed, renewed, or extended only by amendment in writing signed by Lessor and Lessee.

19. Lease Forfeiture. In the event Lessee's business fails or any reason for any period beyond one year, this lease shall be forfeited.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

**LESSOR:**

**The City of St. Louis**

By: \_\_\_\_\_  
Cara Spencer, Mayor

**LESSEE:**

**The City of St. Louis Port Authority**

By: \_\_\_\_\_  
Otis Williams, Executive Director

By: \_\_\_\_\_  
Donna Baringer, Comptroller

ATTEST:

By: \_\_\_\_\_  
Amber Boykins Simms, City Register

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_  
Michael Garvin, City Counselor

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

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Otis Williams to me personally known or satisfactory proven, who, being by me duly sworn did say that he is the Executive Director of the City of St. Louis Port Authority and that he is authorized to execute the foregoing instrument by the governing body of the City of St. Louis Port Authority and acknowledged said instrument to be the free act and deed of said entity.

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:  
\_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Cara Spencer, to me personally known or satisfactory proven, who, being by me duly sworn did say she is the Mayor of the City of St. Louis and that she is authorized to execute this lease agreement on behalf of the City of St. Louis under the authority Ordinance \_\_\_\_\_, and acknowledged said instrument to be the free act and deed of the City of St. Louis.

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

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

My Commission Expires:  
\_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Donna Baringer, to me personally known or satisfactory proven, who, being by me duly sworn did say she is the Comptroller of the City of St. Louis and that she is authorized to execute this lease agreement on behalf of the City of St. Louis under the authority Ordinance \_\_\_\_\_, and acknowledged said instrument to be the free act and deed of the City of St. Louis.

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

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

My Commission Expires:  
\_\_\_\_\_

## BOARD BILL NUMBER 40 FISCAL NOTE

Preparer's Name: Susan Taylor  
 Contact Information: TaylorS@stlouis-mo.gov  
 Bill Sponsor: Alderman Shane Cohn

<b>Bill Synopsis:</b>	This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the "City") and the City of St. Louis Port Authority ("Lessee") for certain real property being the Improved Wharf for the purpose of maintaining, beautifying, and improving the premises, and operating a controlled system of paid parking for a period of twenty-five (25) years
<b>Type of Impact:</b>	None
<b>Agencies Affected:</b>	None

### SECTION A Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No
- A commitment of city funding in the future under certain specified conditions? \_\_\_ Yes    \_\_X\_\_ No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? \_\_\_ Yes    \_\_X\_\_ No
- A capital improvement project that increases operating costs over the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No



**SECTION B**

Does the bill require the construction of any new physical facilities? \_\_\_\_ Yes \_\_\_\_ No

If yes, describe the facilities and provide the estimated cost:

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Is the bill estimated to have a direct fiscal impact on any city department or office? \_\_\_\_ Yes \_\_\_\_ No

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Does the bill create a program or administrative subdivision? \_\_\_\_ Yes \_\_\_\_ No

If yes, then is there a similar existing program or administrative subdivision?

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

If yes, explain the how the proposed programs or administrative subdivisions may overlap:

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Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

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Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

<b>Financial Estimate of Impact on General Fund</b>			
<b>Fiscal Impact</b>	<b><u>Year 1 (current)</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
<b>Additional Expenditures</b>	N/A	N/A	N/A
<b>Additional Revenue</b>	N/A	N/A	N/A
<b>Net</b>	N/A	N/A	N/A
<b>Financial Estimate of Impact on Special Funds</b>			
<b>Fiscal Impact</b>	<b><u>Year 1 (current)</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
<b>Additional Expenditures</b>	N/A	N/A	N/A
<b>Additional Revenue</b>	N/A	N/A	N/A
<b>Net</b>	N/A	N/A	N/A

Describe any assumptions used in preparing this fiscal note:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have the financial estimates of this bill been verified by the City Budget Division?

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

o If yes, by whom? \_\_\_\_\_ .

**Summary**  
**Board Bill Number 41**  
**Introduced by Alderman Shane Cohn**  
**June 27, 2025**

This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property in the Marine Villa and Mount Pleasant neighborhoods for the purpose facilitating the South Riverfront Redevelopment Project for a period of twenty-five (25) years.

**BOARD BILL NUMBER 41 INTRODUCED BY ALDERMAN SHANE COHN**

1 An Ordinance authorizing the execution of a Lease Agreement between The City of St. Louis,  
2 Missouri (the “City”) and the City of St. Louis Port Authority (“Lessee”) for certain real property  
3 in the Marine Villa and Mount Pleasant neighborhoods for the purpose facilitating the South  
4 Riverfront Redevelopment Project for a period of twenty-five (25) years as set forth in the Lease  
5 Agreement attached hereto as **Exhibit A** and containing a severability clause.

6 **WHEREAS**, Lessee, in coordination with City departments, is currently engaged in the  
7 South Riverfront Redevelopment Project, a capital improvement project involving demolishing a  
8 City-owned incinerator and trash-transfer building, construction of a new trash-transfer building,  
9 and preparation of City-owned riverfront real estate for a maritime leasehold.

10 **WHEREAS**, The South Riverfront Redevelopment Project is funded by grant dollars  
11 allocated to Lessee by the United States government and the State of Missouri.

12 **WHEREAS**, the State of Missouri recently adopted Section 68.080 RSMo., which created  
13 the Waterways and Ports Trust Fund and which directs the State of Missouri to deposit funding  
14 appropriated to Missouri port authorities for grant-funded capital improvement projects.

15 **WHEREAS**, Section 68.080 RSMo. prohibits a Missouri Port Authority from expending  
16 funds from the Waterways and Ports Trust Fund on capital improvement projects unless such  
17 projects are located on land owned or held in long-term lease by a Missouri port authority.

18 **WHEREAS**, the City and Lessee desire to enter into a Lease Agreement pursuant to which  
19 the City shall grant to Lessee a non-exclusive lease of four (4) parcels owned by the City and  
20 located in the Marine Villa and Mount Pleasant neighborhoods on which the South Riverfront  
21 Redevelopment Project is located.

22           **WHEREAS**, the Lease Agreement shall be for a duration of twenty-five years, as  
23 necessary to satisfy the requirements in Section 68.080 RSMo. to enable Lessee to expend  
24 infrastructure grant dollars held in the Waterways and Ports Trust Fund allocated to Lessee by the  
25 State of Missouri, or until such time as Section 68.080 RSMo. is amended such that Lessee may  
26 apply funding appropriations from the Waterways and Ports Trust Fund toward qualified capital  
27 improvement projects without the necessity of such leasehold.

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

29           **SECTION ONE.** The Board of Aldermen hereby approves, and the Mayor and  
30 Comptroller are hereby authorized to execute, on behalf of the City, said Lease Agreement in  
31 substantially the form attached hereto as **Exhibit A**. Any Permit entered into through the Board of  
32 Public Service for this same mooring shall expire on the date such Lease Agreement is executed.

33           **SECTION TWO.** The Mayor and Comptroller or their designated representatives are  
34 hereby authorized to take any and all actions, and to execute and deliver for and on behalf of the  
35 City any and all additional certificates, documents, agreements or other instruments, as may be  
36 necessary and appropriate in order to carry out the matters herein authorized, with no such further  
37 action of the Board of Aldermen necessary to authorize such action by the Mayor and Comptroller  
38 or their designated representatives.

39           **SECTION THREE.** The Mayor and Comptroller or their designated representatives, with  
40 the advice and concurrence of the City Counselor and the Port Commission, are hereby further  
41 authorized to make any changes to the documents, agreements and instruments approved and  
42 authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary  
43 and appropriate in order to carry out the matters herein authorized, with no such further action of  
44 the Board of Aldermen necessary to authorize such changes.

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

54           **SECTION FIVE.** After adoption of this Ordinance by the Board of Aldermen, this  
55 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption over  
56 her veto.

**BOARD BILL NUMBER 41  
EXHIBIT A**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and among THE CITY OF ST. LOUIS, MISSOURI, a city and political subdivision duly organized and existing under its charter, the Constitution and laws of the State of Missouri (hereinafter “Lessor”), and THE CITY OF ST. LOUIS PORT AUTHORITY, a port authority and political subdivision of the State of Missouri (“hereinafter Lessee”).

1. Leasehold. That, for and in consideration of the rents hereinafter reserved to be paid by Lessee to Lessor, and the mutual covenants and agreements herein contained, Lessor hereby leases and lets to Lessee the following parcels of land: 4100 S. 1<sup>st</sup> Street; 2120 Gasconade Street; 2287 Hickman Street, and 4300 Piedmont Avenue, all located in the City of St. Louis and reflected on the attached Exhibit A (the “Leased Premises”).

2. Term. The term of this Lease (“Term”) shall be for a period of twenty-five (25) years, beginning on July 1, 2025 (“Commencement Date”) and terminating on June 30, 2050, unless sooner terminated as provided herein.

3. Rent. For the rights and privileges herein granted, Lessee agrees to pay Lessor rent in the amount of One Dollar (\$1) per year.

4. Permitted Use. Lessee may use the Leased Premises as necessary to fulfill the South Riverfront Redevelopment Project (“Project”), including demolishing a City-owned incinerator and trash-transfer building, construction of a new trash-transfer building, and preparation of riverfront real estate for a maritime leasehold. Such permissible uses include, but are not limited to conducting surveys, staging, demolition, construction, redevelopment, and related activities. Lessee shall coordinate with appropriate departments of the City of St. Louis to secure access to the Leased Premises as appropriate to carry out the Project.

5. Purpose and Termination. Lessor and Lessee agree this Lease is to facilitate expenditure of appropriations by the State of Missouri in furtherance of the Project, which appropriations are held in the Waterways and Ports Trust Fund and which are limited as of June 2025 to capital improvement projects “on land owned or held in long term lease by a Missouri Port Authority” pursuant to Section 68.080 RSMo. Lessor and Lessee agree this Lease shall terminate if Section 68.080 RSMo. is amended such that Lessee may apply funding appropriations from the Waterways and Ports Trust Fund toward the Permitted Use as defined herein without the necessity of this leasehold.

6. Compliance with Laws. Nothing in this Lease relieves Lessee of any requirements existing under local, State, or Federal law relating to conducting surveys, staging, demolition, construction, redevelopment, and related activities in furtherance of the Project.

7. Existing Agreements. This Lease shall be non-exclusive and any agreements, leases, or contracts on the Leased Premises as of the date of this Lease Agreement shall be honored by Lessor and Lessee.

8. Improvements. Lessee agrees that all permanent capital improvements and facilities installed on the Leased Premises by Lessee shall become the property of Lessor and become a part of the Leased Premises.

9. Nondiscrimination. Lessee agrees that in the use of the Leased Premises or in the use of any property used in connection with the Leased Premises, Lessee will not exclude or discriminate against any person solely because of race, color or creed, or for any reason not sanctioned by law and not applicable alike to persons generally in the use of said property.

10. Insurance, Liability and Indemnity. Lessee shall require any contractor(s) or sublessee(s) retained by Lessee in furtherance of the Project comply with the following:

(a) Obtain Commercial General Liability Insurance with coverage not less than the sovereign immunity limits as published in the Missouri Register and revised on an annual basis by the Missouri Department of Insurance. The contractor or sublessee shall cause Lessor to be named as an additionally insured.

(b) Obtain Workers Compensation Insurance with coverage in compliance with applicable federal and state laws;

(c) Indemnify and save harmless Lessor from any liability for any injuries or damages to persons or property resulting from the contractor(s)' or sublessee(s) work.

11. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Lessee:

A. The failure by Lessee's contractor(s) or sublessee(s) to maintain the insurance required under this Lease, where such failure shall continue for a period of ten (10) days after written notice hereof from Lessor to Lessee.

B. The failure by Lessee to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice hereof from Lessor to Lessee, provided that if it reasonably takes longer than thirty (30) days to cure the default, Lessee shall have such longer period as it reasonably takes to cure the default, provided Lessee commences the cure within such thirty (30) days and is working diligently to cure the default within a reasonable time.

12. Remedies. Upon and during the continuance of an Event of Default by Lessee, Lessor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law, with or without further notice or demand:

(a) Terminate Lessee's right to possession of the Leased Premises by any lawful means, without terminating this Lease, and Lessee shall immediately surrender possession of the Leased Premises to Lessor.

(b) Terminate this Lease, in which event Lessee shall immediately surrender possession of the Leased Premises to Lessor, and Lessor shall have the right to regain possession of the Leased Premises by any lawful means should Lessee fail to surrender the same.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Missouri.

13. Notices. All notices and communications required by this Lease to be given by either party hereunder shall be in writing and shall be (1) sent via electronic mail; (2) hand delivered; or (3) sent by overnight expedited delivery service (such as UPS or Fed Ex) or by United States first class mail, postage prepaid, addressed to the appropriate party at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices and communications shall be deemed given when delivered or three days after mailing; provided, however, that if any such notice or communication is sent electronically, such notice shall be deemed given at the time and on the date of electronic transmittal.

In the case of Lessee, to:

City of St. Louis Port Authority  
1520 Market, Street, Suite 2000  
St. Louis, Missouri 63103  
Attention: Susan Taylor, Port Director

In the case of Lessor to:

City of St. Louis  
1200 Market Street  
St. Louis, Missouri 63103  
Attention: Comptroller

14. Choice of Laws. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri. The parties shall comply with the City Charter, Ordinances of the City, and relevant Mayor's Executive Orders.

15. Non-appropriation. The parties agree that Lessor, being a governmental entity, has the limitation of appropriation on its financial obligations herein.

16. Severability. Any clause, covenant, paragraph or provision herein if declared fully or partially invalid or unenforceable, the remaining clauses, covenants, paragraphs and provisions shall remain enforceable and valid to the fullest extent allowed by law.

17. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

18. Entire Agreement. This Lease includes all the covenants and agreements between the Lessor and Lessee. This Lease can be changed, renewed, or extended only by amendment in writing signed by Lessor and Lessee.

19. Lease Forfeiture. In the event Lessee's business fails or any reason for any period beyond one year, this lease shall be forfeited.

20. Municipal Purpose. Lessor reserves the right to modify, amend, or cancel this Lease in the event any portion of the Leased Premises is needed for any municipal purpose, which shall include, but is not limited to, right of way, sewer, Floodwall or Floodwall construction or repair, any other necessary or reasonable municipal purposes or use, and/or economic development in the Port District. In the event that modification, amendment, or cancellation of this Lease pursuant to this paragraph causes an obligation of Lessee to repay any amounts granted to Lessee under the provisions of Section 68.080 RSMo., Lessor shall, subject to Paragraph 15 herein,

assume and pay to Lessee such amounts obligated. Under no circumstances shall the provisions of this paragraph create a third-party or beneficial interest in any entity other than Lessee and Lessor.

[Signature Page Follows]

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

**LESSOR:**

**The City of St. Louis**

By: \_\_\_\_\_  
Cara Spencer, Mayor

**LESSEE:**

**The City of St. Louis Port Authority**

By: \_\_\_\_\_  
Otis Williams, Executive Director

By: \_\_\_\_\_  
Donna Baringer, Comptroller

ATTEST:

By: \_\_\_\_\_  
Amber Boykins Simms, City Register

APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_  
Michael Garvin, City Counselor

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

On this \_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared Otis Williams to me personally known or satisfactory proven, who, being by me duly sworn did say that he is the Executive Director of the City of St. Louis Port Authority and that he is authorized to execute the foregoing instrument by the governing body of the City of St. Louis Port Authority and acknowledged said instrument to be the free act and deed of said entity.

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:  
\_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Cara Spencer, to me personally known or satisfactory proven, who, being by me duly sworn did say she is the Mayor of the City of St. Louis and that she is authorized to execute this lease agreement on behalf of the City of St. Louis under the authority Ordinance \_\_\_\_\_, and acknowledged said instrument to be the free act and deed of the City of St. Louis.

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

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

My Commission Expires:  
\_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared Donna Baringer, to me personally known or satisfactory proven, who, being by me duly sworn did say she is the Comptroller of the City of St. Louis and that she is authorized to execute this lease agreement on behalf of the City of St. Louis under the authority Ordinance \_\_\_\_\_, and acknowledged said instrument to be the free act and deed of the City of St. Louis.

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

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

My Commission Expires:  
\_\_\_\_\_

## BOARD BILL NUMBER 41 FISCAL NOTE

Preparer's Name: Susan Taylor  
 Contact Information: TaylorS@stlouis-mo.gov  
 Bill Sponsor: Alderman Shane Cohn

<b>Bill Synopsis:</b>	This Board Bill authorizes the execution of a Lease Agreement between The City of St. Louis, Missouri (the "City") and the City of St. Louis Port Authority ("Lessee") for certain real property in the Marine Villa and Mount Pleasant neighborhoods for the purpose facilitating the South Riverfront Redevelopment Project for a period of twenty-five (25) years.
<b>Type of Impact:</b>	None
<b>Agencies Affected:</b>	None

### SECTION A Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No
- A commitment of city funding in the future under certain specified conditions? \_\_\_ Yes    \_\_X\_\_ No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? \_\_\_ Yes    \_\_X\_\_ No
- A capital improvement project that increases operating costs over the current adopted city budget? \_\_\_ Yes    \_\_X\_\_ No

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years?      \_\_\_ Yes    \_\_\_X\_\_\_ No

**If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.**

**SECTION B**

- Does the bill require the construction of any new physical facilities?      \_\_\_ Yes    \_\_\_ No

- If yes, describe the facilities and provide the estimated cost:

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- Is the bill estimated to have a direct fiscal impact on any city department or office?      \_\_\_ Yes    \_\_\_ No

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- Does the bill create a program or administrative subdivision?      \_\_\_ Yes    \_\_\_ No

- If yes, then is there a similar existing program or administrative subdivision?

- \_\_\_ Yes    \_\_\_ No

- If yes, explain the how the proposed programs or administrative subdivisions may overlap:

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- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

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Complete the chart below to list the total estimated expenditures required of the City resulting from the proposed board bill and any estimated savings or additional revenue.

<b>Financial Estimate of Impact on General Fund</b>			
<b>Fiscal Impact</b>	<b><u>Year 1 (current)</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
<b>Additional Expenditures</b>	N/A	N/A	N/A
<b>Additional Revenue</b>	N/A	N/A	N/A
<b>Net</b>	N/A	N/A	N/A
<b>Financial Estimate of Impact on Special Funds</b>			
<b>Fiscal Impact</b>	<b><u>Year 1 (current)</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
<b>Additional Expenditures</b>	N/A	N/A	N/A
<b>Additional Revenue</b>	N/A	N/A	N/A
<b>Net</b>	N/A	N/A	N/A

Describe any assumptions used in preparing this fiscal note:

\_\_\_\_\_

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\_\_\_\_\_

List any sources of information (including any City officials, agencies, or departments) used in preparing this fiscal note:

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\_\_\_\_\_

\_\_\_\_\_

Have the financial estimates of this bill been verified by the City Budget Division?

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

o If yes, by whom? \_\_\_\_\_ .