



**Agenda**  
**Housing, Urban Development & Zoning Committee**  
**Regular Meeting**  
**St. Louis Board of Aldermen**  
**Tuesday, February 17, 2026 - 11:00 AM**  
**Kennedy Room**

President Megan Green  
Alderwoman Shameem Clark-Hubbard, Chair  
Alderwoman Alisha Sonnier, Vice Chair  
Committee Members:  
Alderman Shane Cohn  
Alderwoman Anne Schweitzer  
Alderwoman Laura Keys  
Alderman Michael Browning  
Alderman Rasheen Aldridge

**Order of Business**

**I. Call to Order**

**II. Roll Call**

**III. Approval of Minutes**

Minutes approval from Tuesday, February 3, 2026.

**IV. Board Bills for Review**

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

**Item Number 1**

**Board Bill Number 131**

**Introduced by Alderwoman Jami-Cox-Antwi**

An ordinance providing for the execution and delivery of an Amendment to Cooperation Agreement by and among the City of St. Louis, Gateway Foundation, and Terrace View Inc., amending a Cooperation Agreement with regard to the Urban Garden within the Gateway Mall, and containing an Emergency Clause.

**Item Number 2**

**Board Bill Number 132**

**Introduced by Alderwoman Jami Cox-Antwi**

An Ordinance recommended by the Board of Public Service authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a quitclaim deed vacating right of way and quitclaiming all of the City of St. Louis' interest in the property, improvements, and easements for the MacArthur Bridge approach in Illinois; dissolving the Municipal Bridge Commission; and containing a severability clause.

**Item Number 3**

**Board Bill Number 157**

**Introduced by Alderwoman Shameem Clark Hubbard**

An ordinance recommended by the Board of Estimate and Apportionment appropriating \$3,800,000 of interest funds earned on the City's funds received under the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and authorizing the transfer of such funds for City's ability to provide services to prevent homelessness and displacement for households impacted by the tornado; containing an emergency and severability clause.

**Item Number 4**

**Board Bill Number 158**

**Introduced by Alderwoman Shameem Clark-Hubbard**

An Ordinance amending Ordinance No. 72051, which ordinance repealed Ordinance No. 69056, to repeal certain provisions of Ordinance No. 72051 and reestablish a Clean Energy Development Board to administer a Property Assessed Clean Energy program within the City of St. Louis.

**Item Number 5**

**Board Bill Number 160**

**Introduced by Alderwoman Anne Schweitzer**

An ordinance recommended by the Board of Estimate and Apportionment appropriating \$1,200,000.00 of interest funds earned on the City's funds received under the American Rescue Plan Act of 2021; and authorizing the transfer of such funds for water infrastructure repair and replacement project purposes; and containing an emergency clause.

**Item Number 6**

**Board Bill Number 161**

**Introduced By Alderwoman Anne Schweitzer**

An Ordinance recommended by the Board of Estimate and Apportionment amending certain ordinances by reappropriating certain amounts specified herein in an aggregate amount of \$6,866,460.48 for water infrastructure replacement and repair; and with an emergency clause.

**V. Resolutions for Review**

None

**VI. Committee Discussions**

None

**VII. Acknowledgment of Any Written Testimony**

**VIII. Announcements**

**IX. Excused Members**

**X. Adjournment**

**Summary**  
**Board Bill Number 131**  
**Introduced by Alderwoman Jami Cox Antwi**  
**January 30, 2026**

An ordinance providing for the execution and delivery of an Amendment to Cooperation Agreement by and among the City of St. Louis, Gateway Foundation, and Terrace View Inc., amending a Cooperation Agreement with regard to the Urban Garden within the Gateway Mall, and containing an Emergency Clause.

**BOARD BILL NUMBER 131 INTRODUCED BY ALDERWOMAN JAMI COX ANTWI**

1 An ordinance providing for the execution and delivery of a First Amendment (the “Amendment”),  
2 substantially in the form attached hereto as **Exhibit A**, by and among the City of St. Louis (the  
3 “City”), Gateway Foundation, a non-for-profit trust organized under the laws of the State of  
4 Missouri (the “Foundation”), and Terrace View, Inc., a Missouri corporation (“Terrace View”),  
5 amending the Cooperation Agreement dated August 28, 2007, by and between the City and the  
6 Foundation (the “Cooperation Agreement”), and containing an Emergency Clause.

7 **WHEREAS**, Ordinance 67591 authorized the City to enter into the Cooperation  
8 Agreement with the Foundation, pursuant to which the City and the Foundation undertook certain  
9 obligations with respect to the improvement of a two-block portion of the Gateway Mall known  
10 as the Urban Garden; and

11 **WHEREAS**, pursuant to the Cooperation Agreement, the City, the Foundation, and  
12 Terrace View entered into that certain Agreement to Provide Food and Beverage Services dated  
13 as of August, 2009 pursuant to which the City granted Terrace View a license to the building  
14 within the Urban Garden (the “Building”) for the purposes set forth therein; and

15 **WHEREAS**, the City, the Foundation, and Terrace View desire to enter into the  
16 Amendment relating to the future operation and maintenance of the Urban Garden, including but  
17 not limited to the Building; and

18 **WHEREAS**, the Board of Aldermen wishes to express, as provided herein, the consent  
19 of the City to the execution and delivery of the Amendment;

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

21 **SECTION ONE.** The City of St. Louis hereby consents to the execution and delivery of  
22 the Amendment by and among the City, the Foundation, and Terrace View, in substantially the

1 form attached hereto as **Exhibit A**.

2           **SECTION TWO.** Subject to any necessary approvals or consents, or revisions as  
3 approved by the Comptroller and the City Counselor of the Amendment, the Director of Parks,  
4 Recreation, and Forestry, the President of the Board of Public Service, and the Comptroller are  
5 hereby authorized and directed to execute and deliver, on behalf of the City, the Amendment by  
6 and among the City, the Foundation, and Terrace View, in substantially the form attached hereto  
7 as **Exhibit A** and such other documents as may be approved by the City Counselor and which are  
8 not inconsistent herewith and which are incidental to and related to the transactions contemplated  
9 by the Amendment.

10           **SECTION THREE.** This ordinance shall be in full force and effect from and after the date  
11 of its passage and approval and shall remain in effect until amended or repealed by the Board of  
12 Aldermen.

13           **SECTION FOUR.** This ordinance, being deemed necessary for the immediate preservation  
14 of the public peace and safety, is declared to be an emergency ordinance under and pursuant to  
15 Sections 19 and 20 of Article IV of the Charter of the City of St. Louis.

**BOARD BILL NUMBER 131  
EXHIBIT A**

**FIRST AMENDMENT TO  
COOPERATION AGREEMENT**

[See attached.]

**BOARD BILL NUMBER 131**

**EXHIBIT A**

**FIRST AMENDMENT TO  
COOPERATION AGREEMENT**

**THIS FIRST AMENDMENT TO COOPERATION AGREEMENT** (this “**Amendment**”) is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”) by and among Gateway Foundation, a non-for-profit trust organized under the laws of the State of Missouri (the “**Foundation**”), Terrace View, Inc., a Missouri corporation (“**Terrace View**”), and The City of St. Louis, Missouri, a constitutional charter city of the State of Missouri (the “**City**”).

**WHEREAS**, the City owns certain real property located in the downtown area of the City of St. Louis, Missouri, which consists of eighteen (18) blocks and is commonly known as the Gateway Mall (the “**Mall**”);

**WHEREAS**, an existing master plan for the Mall, which was commissioned by the City in 1999, recommended that a two-block portion of the Mall be developed as a sculpture garden;

**WHEREAS**, the City and the Foundation entered into that certain Cooperation Agreement dated as of August 28, 2007 (the “**Cooperation Agreement**”), to improve a two-block portion of the Mall, as set forth in further detail in the Cooperation Agreement and defined therein as the “Urban Garden”;

**WHEREAS**, the Cooperation Agreement authorized the Foundation to design and construct a building within the Urban Garden that would be suitable for operation of a restaurant and labeled that building as the “Café”;

**WHEREAS**, Section 5(b) of the Cooperation Agreement requires the City to operate the Café and Section 5(c) of the Cooperation Agreement authorizes the City to enter into a contract with a food and beverage vendor for the provision of food and beverage services at the Café;

**WHEREAS**, pursuant to the authority granted in Section 5(c) of the Cooperation Agreement, the City, the Foundation, and Terrace View entered into that certain Agreement to Provide Food and Beverage Services dated as of August, 2009 (the “**Prime Foodservice Agreement**”) subject to which the City granted Terrace View a license to the Café for the purposes set forth therein;

**WHEREAS**, the City and the Foundation wish to reimagine and repurpose the Café building and the Foundation and/or Terrace View are willing to perform the work and bear the cost necessary to convert the Café into those new uses;

**WHEREAS**, the City, Terrace View and the Foundation desire to enter into this Amendment to set forth their agreement relating to the future operation and maintenance of the Urban Garden, including but not limited to the Café building;

**WHEREAS**, any capitalized term used in this Amendment that is not defined in this Amendment shall have the meaning ascribed to such term in the Cooperation Agreement;

**WHEREAS**, pursuant to Sections 70.210-70.325 RSMo, municipalities and private entities are authorized to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, the execution and delivery by the City of this Amendment is authorized by Sections 70.210-70.325 RSMo, and has been authorized by City Ordinance No. \_\_\_\_\_ (BB [ ]).

**NOW, THEREFORE**, for and in consideration of the above-stated premises and other good and valuable consideration, the parties hereto agree as follows.

1. **Termination of Prime Foodservice Agreement.** As of the Effective Date, (a) the Prime Foodservice Agreement, including the Escrow Agreement referenced therein, is hereby terminated, (b) each of the City, the Foundation and Terrace View are hereby released of any rights and obligations under the Prime Foodservice Agreement as of the Effective Date, and (c) Terrace View’s ongoing rights and obligations with respect to the Café building shall be solely as set forth in this Amendment. By virtue of this Amendment, Terrace View is hereby made a party to the Cooperation Agreement on the terms set forth in this Amendment. Any reference to the “parties” or the “other party” in the Cooperation Agreement shall be deemed to include the City, the Foundation and Terrace View. All rights of the Foundation under the Cooperation Agreement shall be enforceable by either the Foundation or Terrace View.

2. **Amendment of Cooperation Agreement.**

(a) Section 1(b)(ii)(2) of the Cooperation Agreement is hereby amended and restated to read in its entirety as follows:

“By the Foundation During any Renewal Term. The Foundation shall have the right at any time during the Term of this Agreement to terminate this Agreement for convenience and without cause by providing the City and Terrace View with one hundred eighty (180) days prior written notice, in which event this Agreement automatically shall terminate on the one hundred eightieth day after such written notice is given.”

(b) Section 1(b)(ii)(3) of the Cooperation Agreement is hereby amended and restated to read in its entirety as follows:

“By the City During any Renewal Term. The City shall have the right to terminate this Agreement effective as of the end of any Renewal Term for convenience and without cause by providing the Foundation and Terrace View with written notice no later than twelve (12) months prior to the end of such Renewal Term, in which event this Agreement automatically shall terminate on the last day of such Renewal Term.”

(c) Section 1(d) of the Cooperation is hereby amended such that (i) the Foundation’s Designated Representative is identified as Heather Sweeney, Gateway Foundation, 800 Market Street, Suite 1640, St. Louis, Missouri 63101, heather.sweeney@gateway-

foundation.org, (314) 241-3337; (ii) the City’s Designated Representative is identified as \_\_\_\_\_, City of St. Louis, 1200 Market Street, Room \_\_\_\_, St. Louis, Missouri 63103, \_\_\_\_\_, (\_\_\_\_) \_\_\_\_-\_\_\_\_; and (iii) Terrace View’s Designated Representative is identified as Heather Sweeney, c/o Gateway Foundation, 800 Market Street, Suite 1640, St. Louis, Missouri 63101, heather.sweeney@gateway-foundation.org, (314) 241-3337. Each party may replace its Designated Representative by providing written notice thereof to the other party.

(d) Section 5 of the Cooperation Agreement is hereby amended and restated to read in its entirety as follows:

“5. **Terrace View Building.**

- (a) Construction and Donation. Pursuant to the terms of this Agreement, the Foundation designed, constructed and donated to the City that certain building in the Urban Garden located at the corner of South Eighth Street and Chestnut Street (the “**Terrace View Building**”).
- (b) Ownership. The Terrace View Building is owned by the City.
- (c) Operation. The Foundation and/or Terrace View shall have the right to operate and program the Terrace View Building throughout the Term for uses that are complementary to the Urban Garden, as reasonably determined by the Foundation and/or Terrace View, including, but not limited to, as a visitor center, food and beverage concession area, merchandising area, gallery/exhibit space, space for artists in residency, and/or private event space (the “**Building Programming**”). The Foundation and/or Terrace View shall have the right to engage vendors, at the sole cost and expense of the Foundation and/or Terrace View, to assist in the provision of such Building Programming. Notwithstanding the foregoing, it is the present intention of the Foundation and Terrace View to reimagine and repurpose the Terrace View Building in accordance with the phased plan attached hereto as Exhibit C (the “**Phased Plan**”). Certain details of the Building Programming, including the implementation of the Phased Plan, shall be provided in advance to the Director of Parks, Recreation & Forestry (the “**Director of Parks**”), which details shall be limited to (1) floor plans, (2) exhibit names and themes, and (3) collaborating artists and organizations (the “**Programming Information**”). If the Director of Parks determines that the Programming Information is desirable or otherwise does not respond within five (5) business days of receipt, the Foundation and/or Terrace View shall proceed in a manner consistent with the Programming Information provided. If, within five (5) business days of receipt of the Programming Information, the Director of Parks determines that the Programming Information is not desirable, the Foundation and/or Terrace View shall have additional dialogue with the Director of Parks provided, however, that the Foundation and/or Terrace View has sole discretion regarding the Building Programming and may proceed in a manner consistent with the Programming Information provided regardless of

whether the Director of Parks determines that the Programming Information is desirable.

- (d) Insurance. The City shall procure and maintain, all-risk property insurance covering the Terrace View Building in an amount equal to the replacement value thereof including, without limitation, protection against any peril included within the classification “fire and extended coverage”, together with insurance against flood or water damage, sprinkler damage, vandalism, explosion and malicious mischief. The City shall furnish the Foundation and Terrace View with standard certificates of insurance as evidence of confirmation of all such insurance upon request. All certificates shall provide for thirty (30) days written notice to Terrace View and the Foundation prior to the cancellation, expiration or reduction of the limits of any insurance referred to therein and shall name Terrace View and the Foundation as additional insureds. All insurers shall have an A.M. Best rating of A-, IX or higher and be fully authorized to conduct business in the State of Missouri. With respect to claims for which the parties maintain insurance coverage or are required to maintain insurance coverage hereunder (to the extent such coverage insures the full value of the loss), each party hereto waives its rights to recover from each other party hereto for loss or damage to such party's building, equipment, improvements and other property of every kind and description (whether owned, held or loaned to such party) resulting from fire, explosion or other cause and for loss or damage relating to any workers compensation claims. This clause shall survive termination of this Agreement.
  
- (e) Alteration. The Foundation and/or Terrace View shall have the right to make alterations to the interior portions of the Terrace View Building in order to accommodate the Building Programming; provided, that such alterations are made at the sole cost and expense of the Foundation and/or Terrace View and are made in a good and workmanlike manner in accordance with all applicable building codes.
  
- (f) FF&E. As used herein, “**FF&E**” shall mean all furniture, fixtures, kitchen equipment, and dining tables and chairs used at the Terrace View Building or necessary for use in conjunction with the Building Programming. The Foundation and/or Terrace View shall provide and/or install for use at the Terrace View Building, as applicable, all FF&E required to provide the Building Programming. During the Term, the Foundation and/or Terrace View shall be responsible for the routine repairs, maintenance, and replacement of all FF&E, unless such work is required as a result of the negligence, misuse or willful misconduct of the City, in which case such work will be at the City's cost and expense. The City shall have no property right or interest in the FF&E.
  
- (g) Maintenance and Repair of the Terrace View Building.

- a. During the Term, the Foundation and/or Terrace View shall perform all routine, non-capital repairs and replacements necessary to keep the Terrace View Building in good condition and repair. The City, as owner of the Terrace View Building, shall be responsible for all necessary capital improvements, capital repairs, and capital replacements to or within the Terrace View Building (including, but not limited to, the roof, foundation, glass walls and structural walls) in accordance with the City's existing practices for similar improvements; provided, however, that the Foundation, and not the City, shall be responsible for any repairs necessitated by defects in the design or construction of the Terrace View Building, including alterations made pursuant to Section 5(e), which are not covered (or were not initially covered) by a warranty which has been assigned to the City. Notwithstanding the foregoing, if the Foundation or Terrace View reasonably believes that the City is maintaining the Terrace View Building in a manner that is inconsistent with the overall image, operation and maintenance of the Urban Garden, then the Foundation and/or Terrace View shall notify the City of its concerns, and the parties shall reasonably cooperate with one another to address the concerns of the Foundation and/or Terrace View.
- b. During the Term, the Foundation and/or Terrace View shall be responsible, at its sole cost, for (1) routine cleaning and maintenance of the Terrace View Building to keep the same in a clean and sanitary condition; (2) employing a pest control vendor to service the Terrace View Building as necessary; and (3) for all rubbish removal associated with the Building Programming to suitable dumpsters or containers, and for the ultimate disposal of such rubbish at a proper location outside of the Urban Garden.
- c. In the event the Terrace View Building is damaged by casualty, the City shall, as promptly as reasonably practical given the extent of such casualty, restore the Terrace View Building to the condition in which it existed immediately prior to the occurrence of such casualty.”

(e) All references in the Cooperation Agreement to the “Café” are hereby replaced with references to the “Terrace View Building” and any language in the Cooperation Agreement suggesting that the use of the Terrace View Building is limited to a food service operation or restaurant or café use shall be null and void as of the Effective Date.

(f) Section 6(a) of the Cooperation Agreement is hereby amended and restated in its entirety as follows:

“Improvements (excluding the Artwork). Except as otherwise set forth in this Agreement (including those provisions relating specifically to the Terrace View Building), during the Term of this Agreement, the Foundation shall be responsible for the operation, maintenance, and repair of the improvements (including all lighting and landscaping)

located in the Urban Garden. The City shall be responsible for (i) mowing the grass located on the Urban Garden in a manner and frequency as needed to maintain the Urban Garden in a first class manner (unless the Foundation elects to contract for such mowing, at the Foundation's election), (ii) the on-going costs of providing utilities to the Urban Garden, including the Terrace View Building, and (iii) those elements of maintenance and repair of the Terrace View Building that are described to be the City's obligation in Section 5 above."

(g) The last sentence of Section 6(d) of the Cooperation Agreement is hereby deleted.

(h) The following shall be added to Section 7 of the Cooperation Agreement:

"In the event the City is not complying with its obligations pursuant to this Agreement, including, without limitation, its maintenance and repair obligations with respect to the Urban Garden, including the Terrace View Building, the Foundation and/or Terrace View shall have the right to perform such obligations on the City's behalf and any reasonable costs incurred by the Foundation and/or Terrace View for such obligations shall be reimbursed by the City within thirty (30) days of an invoice therefore."

(i) Section 8(a) of the Cooperation Agreement is hereby amended and restated in its entirety as follows:

"Any notice, report, demand, request or other instrument or communication authorized, required, or desired to be given under this Agreement by any party hereto shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address or refused at such address by hand or by overnight delivery service, or (ii) when delivered at such address or refused at such address after its deposit in the United States mail as certified mail, return receipt requested.

If to the Foundation: Heather Sweeney  
Gateway Foundation  
800 Market Street  
Suite 1640  
St. Louis, Missouri 63101

With a copy to: David A. Linenbroker  
Husch Blackwell LLP  
8001 Forsyth Boulevard  
Suite 1500  
St. Louis, Missouri 63105

If to Terrace View: Heather Sweeney  
c/o Gateway Foundation  
800 Market Street  
Suite 1640  
St. Louis, Missouri 63101

With a copy to: David A. Linenbroker  
Husch Blackwell LLP  
8001 Forsyth Boulevard  
Suite 1500  
St. Louis, Missouri 63105

If to the City: \_\_\_\_\_  
1200 Market St  
Room [ ]  
St. Louis, MO 63103

With a copy to: City Counselor  
1200 Market St.  
Room 314  
St. Louis, MO 63103  
”

(j) Section 9(e) of the Cooperation Agreement is hereby amended and restated as follows:

“Amendments. Any amendment to this Agreement must be in writing and signed by the Foundation, Terrace View and the City.”

(k) Section 9(f) of the Cooperation Agreement is hereby amended and restated as follows:

“No Personal Liability. No alderman, alderwoman, commissioner, director, officer, board member, employee, or other agent or representative of the Foundation, Terrace View or the City shall be personally liable under or in connection with this Agreement.”

(l) Section 9(j) of the Cooperation Agreement is hereby amended and restated as follows:

“Limitation of Liability. Under no circumstances shall any of the Foundation, Terrace View or the City be liable to the others in connection with this Agreement under any theory of tort, contract, strict liability or other legal or equitable theory for any punitive, special, incidental, indirect or consequential damages, each of which is excluded by agreement of the parties regardless of whether or not any of the parties have been advised of the possibility of such damages.”

(m) The following shall be added as Section 9(l) of the Cooperation Agreement is hereby amended and restated as follows:

“Performance by the Foundation and/or Terrace View. Where this Agreement allows performance by the Foundation and/or Terrace View, it shall be in the discretion of the Foundation and Terrace View which party shall perform hereunder and the City shall not be entitled to dictate performance by either the Foundation or Terrace View provided that at least one such party is performing hereunder.”

(n) Exhibit 1 to this Amendment is hereby added as Exhibit C to the Cooperation Agreement.

3. **Miscellaneous.**

(a) Entire Agreement. The Cooperation Agreement, as modified by the terms of this Amendment, constitutes the entire agreement between the Foundation, Terrace View, and the City concerning the Urban Garden. This Amendment supersedes any and all other agreements concerning the modification of the Cooperation Agreement and the Prime Foodservice Agreement, whether oral or written between the Foundation and the City. All terms and provisions of the Cooperation Agreement that are not amended by this Amendment shall remain in full force and effect as originally set forth in the Cooperation Agreement. In the event of a conflict between the provisions of the Cooperation Agreement and this Amendment, the provisions of this Amendment shall control.

(b) Binding Effect. This Amendment shall be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

(c) Applicable Law and Venue. This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Missouri, without regard to principles of conflicts of law. Any action at law, suit in equity, or other judicial proceeding arising under this Amendment shall be instituted in the Circuit Court of St. Louis City, Missouri (22nd Circuit), or in the event of Federal jurisdiction, in the United States District Court, Eastern District of Missouri. The parties expressly agree to the personal jurisdiction of such Courts.

(d) Severability. If any provisions of this Amendment are held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Amendment, and the remaining provisions of this Amendment shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Amendment, provided that both parties may still effectively realize the complete benefit of the transaction contemplated hereby.

(e) Counterpart Execution. This Amendment and any companion documents, deeds, or instruments referred to herein, may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement, document, deed or instrument.

*[Signatures follow on the next page.]*

**IN WITNESS WHEREOF**, the Foundation, Terrace View, and the City have hereunto executed this Amendment as of the Effective Date.

**THE FOUNDATION:**

GATEWAY FOUNDATION

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TERRACE VIEW:**

TERRACE VIEW, INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE CITY:**

The foregoing First Amendment to Cooperation Agreement was approved by the City of St. Louis by Ordinance No. \_\_\_\_\_, approved \_\_\_\_\_, 2026.

THE CITY OF ST. LOUIS, MISSOURI

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

Name: \_\_\_\_\_

Title: Director of Parks, Recreation & Forestry

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

Name: \_\_\_\_\_

Title: President of the Board of Public Service

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

Name: \_\_\_\_\_

Title: Comptroller

**APPROVED AS TO FORM:**

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

Name: \_\_\_\_\_

Title: City Counselor

**ATTEST:**

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

Name: \_\_\_\_\_

Title: Register

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

## **EXHIBIT 1**

### “EXHIBIT C

#### (Phased Plan)

- Phase 1

- Prior to December 31, 2026, convert the Terrace View Building to accommodate multiple uses, which could include a visitor center, concessions, merchandising area, and gallery/exhibit space. A staffed welcome desk would provide information and resources about the Urban Garden, downtown, St. Louis, etc. Concessions could include “grab and go” options, prepared foods, beverages, and cooler items; this could also include coffee, either self-serve or as a smaller component of the space. An area to sell merchandise could also be established. Any space not utilized for the visitor center, concessions, and merchandising could be utilized as a gallery displaying additional works of art or a curated exhibit.
- Phase 1 would not include exterior modification to the Terrace View Building; there would only be interior reconfigurations and redesign of the interior space.

- Phase 2

- During Phase 2, it is anticipated that both the visitor center and gallery spaces would remain; however, within these spaces, programming would occur. The programming could include partnerships with the City, other local non-profit arts organizations, and/or artists in residency.
- Depending on market dynamics and additional analysis to be completed by the Foundation and Terrace View, establish a procedure for private events. Rental uses could include anniversaries, private parties, showers, birthdays, smaller wedding ceremonies, etc.
- Phase 2 could include additional interior redesign and reconfiguration of the Terrace View Building, as proposed by, performed by, and paid for by the Foundation and/or Terrace View.”

**Summary**  
**Board Bill Number 132**  
**Introduced by Alderwoman Cox Antwi**  
**January 30, 2026**

An Ordinance recommended by the Board of Public Service authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute a quitclaim deed vacating right of way and quitclaiming all of the City of St. Louis' interest in the property, improvements, and easements for the MacArthur Bridge approach in Illinois; dissolving the Municipal Bridge Commission; and containing a severability clause.

**BOARD BILLNUMBER 132 INTROUDCED BY ALDERWOMAN JAMI COX ANTWI**

1 An Ordinance recommended by the Board of Public Service authorizing and directing the Mayor  
2 and Comptroller of the City of St. Louis to execute a quitclaim deed vacating right of way and  
3 quitclaiming all of the City of St. Louis’ interest in the property, improvements, and easements for  
4 the MacArthur Bridge approach in Illinois; dissolving the Municipal Bridge Commission; and  
5 containing a severability clause.

6 **WHEREAS**, the City established a Municipal Bridge Commission per Chapter 3.70 (**Exhibit D**)  
7 of the Revised Code of the City of St. Louis (the “Revised Code”) to control issues of access and  
8 operation of the Douglas MacArthur Bridge (the “MacArthur Bridge”); and

9 **WHEREAS**, vehicular access to the MacArthur Bridge, formerly known as the Municipal Bridge,  
10 has been closed from Missouri and Illinois since 1981, and portions of the vehicular approaches  
11 to the Bridge were removed to prevent unauthorized automobile access to the MacArthur Bridge;  
12 and

13 **WHEREAS**, the Terminal Railroad Association owns the MacArthur Bridge and continues to  
14 operate it for railroad use; and

15 **WHEREAS**, the City of St. Louis (the “City”) possesses real property and easement rights in the  
16 City of East St. Louis, Illinois (“East St. Louis”) described in the Purchase and Sale Agreement  
17 attached hereto as **Exhibit A**, including a vehicular approach ramp and related improvements (all  
18 said property and improvements, the “Property”); and

19 **WHEREAS**, the City does not have a functional need for the Property, the cost to secure and  
20 maintain the Property is significant, and the City finds that the costs and liabilities associated with  
21 the Property equal or exceed the value of the Property to the City; and

22 **WHEREAS**, East St. Louis has determined it is in its best interest to acquire the Property;

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

2 **Findings of Fact.** The whereas clauses set forth above are adopted as findings of fact. **SECTION**  
3 **TWO. Repeal of Chapter 3.70.** There being no current or future need for the Municipal Bridge  
4 Commission, such Commission is dissolved, and Section 3.70 of the Revised Code is hereby  
5 repealed.

6 **SECTION THREE. Authorization to Execute Deed.** The Mayor and Comptroller are hereby  
7 authorized and directed to execute and deliver, on behalf of the City, (i) the Purchase and Sale  
8 Agreement in substantially the form attached hereto as **Exhibit A** (the “PSA”); (ii) a Quitclaim  
9 Deed in substantially the form attached to the PSA as Exhibit 3 thereto; and (iii) such other  
10 documents as may be approved by the City Counselor and which are not inconsistent herewith and  
11 which are incidental to and related to the transactions contemplated by the PSA. The Mayor and  
12 Comptroller are further authorized to take such additional actions as determined necessary by the  
13 City Counselor to effectuate the transfer of the Property to East St. Louis.

14 **SECTION FOUR. Vacation of Right of Way.** The City right of way in the Property shall be  
15 vacated upon the delivery of the Quitclaim Deed described in Section Three.

16 **SECTION FIVE. Severability.** If any section, subsection, sentence, clause, phrase or portion of  
17 this Ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court  
18 of competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,  
19 distinct and independent provision of this ordinance, and such holding or holdings shall not affect  
20 the validity of the remaining portions of this ordinance.

**Board Bill Number 132**

**EXHIBIT A**

**PURCHASE AND SALE AGREEMENT**

**City of Saint Louis  
MacArthur Bridge Termination-Illinois side**

**THIS PURCHASE AND SALE AGREEMENT** is entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of St. Louis, Missouri (“St. Louis”) and the City of East St. Louis, Illinois (“East St. Louis”).

**WITNESSETH:**

**WHEREAS**, East St. Louis desires to acquire certain property, including an overhead easement, owned by St. Louis and located in East St. Louis (as further defined below, the “Property”);

**WHEREAS**, the St. Louis has agreed to quitclaim and release any and all interests in the Property on a date to be set (the “Closing Date”) under certain conditions;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and representations in this Agreement, the parties agree as follows:

1. **CONSIDERATION**: East St. Louis shall acquire the Property for and in consideration of \$1.00 and other good and valuable consideration, payable to St. Louis on the Closing Date.

2. **DESCRIPTION OF THE PROPERTY**:

The Property consists of the easement as described on Exhibit 1 attached hereto, the real property as described on Exhibit 2, and all improvements and appurtenances and rights currently vested in the City of St. Louis for such areas. Exhibits 1 and 2 are fully incorporated into this Agreement.

3. **POSSESSION OF PROPERTY/TRANSFER AT CLOSING**: St. Louis hereby agrees to vacate and quitclaim the Property to East St. Louis by Quitclaim Deed in substantially the form attached as Exhibit 3, and East St. Louis agrees to accept the Property upon delivery of such Deed; provided, however, that the City of St. Louis shall have no such obligation unless such transfer and vacation is recommended by the Board of Public Service and approved by Ordinance of the Board of Aldermen of the City of St. Louis.

4. **LAWS OF MISSOURI TO GOVERN**: This Agreement shall be construed according to the laws of the State of Missouri.

5. **NO REPRESENTATIONS; PROPERTY “AS IS”; IMPROVEMENTS TRANSFERRED AND ACCEPTED AT CLOSING**: By signing this Agreement, East St. Louis acknowledges and agrees that (a) St. Louis has made no representations or warranties about the title, soil conditions, rights of access, conditions of physical structures, zoning, code violations,

construction, use or occupancy of the Property; (b) East St. Louis has had the opportunity to inspect the Property; (c) East St. Louis shall accept the Property “as is” and without recourse for any defects hidden or visible on the Property, including any environmental contamination; (d) all land, buildings, bridges, structures, equipment, or appurtenances located on the Property shall become the property and responsibility of East St. Louis upon the Closing Date whether or not such buildings, bridges, equipment or appurtenances are described in the deed of conveyance.

6. **INDEMNIFICATION**. East St. Louis agrees to hold harmless and defend St. Louis and its affiliates, employees, officers, and elected officials from and against any and all losses, liabilities, and costs (including, without limitation, reasonable attorney's fees) which St. Louis may incur, become responsible for, or pay out as a result of death or bodily injury to any person, or destruction or damage to any property, relating to the Property; provided such losses arise after the Closing Date and such losses are not caused by actions of St. Louis after the Closing Date. This Paragraph 6 shall survive the closing of the transfer of Property.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**CITY OF ST. LOUIS, MISSOURI**

**CITY OF EAST ST. LOUIS, ILLINOIS**

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

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

Title: MAYOR

Title: \_\_\_\_\_

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

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

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

TITLE: COMPTROLLER

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

APPROVED AS TO FORM:

ATTEST:

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

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

Title: CITY COUNSELOR

Title: REGISTER

APPROVED BY THE BOARD OF PUBLIC SERVICE OF THE CITY OF ST. LOUIS ON

\_\_\_\_\_.

\_\_\_\_\_  
President, Board of Public Service

\_\_\_\_\_  
Secretary, Board of Public Service

**Exhibit 1**

**LEGAL DESCRIPTION**

75' WIDE PERPETUAL OVERHEAD EASEMENT FOR THE EASTERN ROADWAY  
APPROACH TO THE MUNICIPAL BRIDGE

AS RECORDED IN BOOK 404 PAGE 506 OF THE

ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE

**WEST TRACT**

A TRACT OF LAND BEING PART OF LOTS 293, 296, 297, 298 AND 299 OF THE 3RD SUBDIVISION OF THE CAHOKIA COMMONS, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN BOOK "D", PAGE 209 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE, AND PART OF U.S. SURVEY 579, ALL LOCATED IN TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CITY OF ST. LOUIS MUNICIPAL VEHICULAR TOLL BRIDGE APPROACH AS PER DEED AND AGREEMENT RECORDED ON APRIL 21, 1911 IN DEED BOOK 404, PAGE 506 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDS (75 FOOT WIDE) WITH THE EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (90 FEET WIDE); THENCE, ALONG THE SAID SOUTHERLY LINE OF THE 75 FOOT WIDE EASEMENT, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 576.39 FEET TO THE SOUTHERLY LINE OF LOT 293 OF THE 3RD SUBDIVISION OF THE CAHOKIA COMMONS; THENCE, ALONG THE SOUTHERLY LINE OF LOT 293, NORTH 76 DEGREES 17 MINUTES 56 SECONDS WEST, 133.75 FEET TO THE SOUTHWESTERLY CORNER OF LOT 293; THENCE, ALONG THE WESTERLY LINE OF LOT 293, NORTH 54 DEGREES 24 MINUTES 11 SECONDS EAST, 21.58 FEET TO THE NORTHERLY LINE OF SAID 75 FOOT WIDE EASEMENT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 1471.48 FEET TO THE CENTERLINE OF THE CAHOKIA CREEK, AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 416, PAGE 438 OF THE ST. CLAIR COUNTY, ILLINOIS, RECORDS; THENCE, ALONG SAID CENTERLINE, SOUTH 12 DEGREES 01 MINUTE 46 SECONDS EAST, 75.27 FEET TO THE SOUTHERLY LINE OF SAID 75 FOOT WIDE EASEMENT; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 794.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.472 ACRES, MORE OR LESS.

## **ILLINOIS CENTRAL RAILROAD (ICRR) TRACT**

A TRACT OF LAND BEING PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, BEING LOCATED IN TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CITY OF ST. LOUIS MUNICIPAL VEHICULAR TOLL BRIDGE APPROACH AS PER DEED AND AGREEMENT RECORDED ON APRIL 21, 1911 IN DEED BOOK 404, PAGE 506 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDS (75 FEET WIDE) WITH THE EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (90 FEET WIDE); THENCE, ALONG THE SAID SOUTHERLY LINE OF THE 75 FOOT WIDE EASEMENT, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 1370.41 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, ALSO BEING THE CENTERLINE OF THE CAHOKIA CREEK, AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 416, PAGE 438 OF THE ST. CLAIR COUNTY, ILLINOIS, RECORDS, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 12 DEGREES 01 MINUTE 46 SECONDS WEST, 75.27 FEET TO THE NORTHERLY LINE OF SAID TOLL BRIDGE APPROACH; THENCE, ALONG SAID NORTHERLY LINE, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 256.59 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, ALSO BEING THE WESTERLY RIGHT-OF-WAY OF FALLING SPRINGS ROAD (50 FEET WIDE); THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 05 DEGREES 46 MINUTES 06 SECONDS EAST, 76.44 FEET TO THE AFORESAID SOUTHERLY LINE OF THE TOLL BRIDGE APPROACH; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 248.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.435 ACRES, MORE OR LESS.

**Exhibit 2**

**LEGAL DESCRIPTION**

**EAST TRACT**

A TRACT OF LAND OF VARIABLE WIDTH, SOUTHEASTERLY OF AND ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET , BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY OF PIGGOTT AVENUE (60 FEET WIDE) AND EXTENDING SOUTHWESTERLY TO THE WESTERLY RIGHT-OF-WAY LINE OF FALLING SPRINGS ROAD (50 FEET WIDE), BEING LOCATED IN THE CITY OF EAST SAINT LOUIS, TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 21, & 22 OF BLOCK 2 OF DEXTER'S SECOND ADDITION, EXCEPTING THE SOUTHEASTERLY 9.5 FEET OF LOT 2 THEREOF, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "F", PAGE 1 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE; AND THE WESTERLY 51 FEET OF A 16 FOOT WIDE ALLEY IN SAID BLOCK 2 LOCATED ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET (60 FEET WIDE);

LOTS 1, 2, 21, AND 22 OF BLOCK 13 OF SAID DEXTER'S SECOND ADDITION;

THE NORTHWESTERLY 51 FEET OF TUDOR AVE (60 FEET WIDE) ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET IN SAID DEXTER'S SECOND ADDITION;

LOTS 1 AND 2 IN BLOCK 1 OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "G" ON PAGE 42 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE;

LOT 162 OF C.O. MCCASLAND'S SUBDIVISION OF OUTLOTS A & B OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "H" ON PAGE 10 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE.

**EXHIBIT 3**

**[FORM OF QUITCLAIM DEED]**

Return this Instrument To:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Mail Future Tax Bills To:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

This Instrument was Prepared by:

Office of the City Counselor

City of St. Louis

1200 Market Street, Room 314

St. Louis, Missouri 63103

**QUITCLAIM DEED**

The State of Illinois

County of St. Clair

**THIS QUITCLAIM DEED** is made on \_\_\_\_\_ by and between the **City of St. Louis, Missouri**, a constitutional charter city of the State of Missouri hereinafter referred to as "Grantor," and the **City of East St. Louis**, a city within the County of St. Clair and the State of Illinois. Grantor, for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, **REMISES, RELEASES AND QUITCLAIMS** to Grantee, without covenant or warranty of title, all interest, right of way and improvements over, along, across, and under the following property:

See legal descriptions in Exhibits I and II attached hereto and incorporated herein by reference.

[Remainder of this page intentionally left blank]

**GRANTOR:**

**CITY OF ST. LOUIS, MISSOURI**

BY: \_\_\_\_\_  
CARA SPENCER, MAYOR

BY: \_\_\_\_\_  
DONNA BARINGER, COMPTROLLER

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
CITY COUNSELOR

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

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

On this \_\_\_\_ of \_\_\_\_\_, 20\_\_ before me appeared Cara Spencer, to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of St. Louis, and that she is authorized to sign this Quitclaim Deed on behalf of the City of St. Louis and acknowledges said instrument to be its 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 county 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 \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ before me appeared Donna Baringer, to me personally known, who being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, and that she is authorized to execute this Quitclaim Deed on behalf of the City of St. Louis and acknowledges 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 county and state aforesaid, the day and year first above written.

\_\_\_\_\_

Notary Public

My Commission Expires:

**EXHIBIT I**

**LEGAL DESCRIPTION**

**75' WIDE PERPETUAL OVERHEAD EASEMENT FOR THE EASTERN ROADWAY  
APPROACH TO THE MUNICIPAL BRIDGE  
AS RECORDED IN BOOK 404 PAGE 506 OF THE  
ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE**

**WEST TRACT**

A TRACT OF LAND BEING PART OF LOTS 293, 296, 297, 298 AND 299 OF THE 3RD SUBDIVISION OF THE CAHOKIA COMMONS, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN BOOK "D", PAGE 209 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE, AND PART OF U.S. SURVEY 579, ALL LOCATED IN TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CITY OF ST. LOUIS MUNICIPAL VEHICULAR TOLL BRIDGE APPROACH AS PER DEED AND AGREEMENT RECORDED ON APRIL 21, 1911 IN DEED BOOK 404, PAGE 506 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDS (75 FOOT WIDE) WITH THE EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (90 FEET WIDE); THENCE, ALONG THE SAID SOUTHERLY LINE OF THE 75 FOOT WIDE EASEMENT, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 576.39 FEET TO THE SOUTHERLY LINE OF LOT 293 OF THE 3RD SUBDIVISION OF THE CAHOKIA COMMONS; THENCE, ALONG THE SOUTHERLY LINE OF LOT 293, NORTH 76 DEGREES 17 MINUTES 56 SECONDS WEST, 133.75 FEET TO THE SOUTHWESTERLY CORNER OF LOT 293; THENCE, ALONG THE WESTERLY LINE OF LOT 293, NORTH 54 DEGREES 24 MINUTES 11 SECONDS EAST, 21.58 FEET TO THE NORTHERLY LINE OF SAID 75 FOOT WIDE EASEMENT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 1471.48 FEET TO THE CENTERLINE OF THE CAHOKIA CREEK, AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 416, PAGE 438 OF THE ST. CLAIR COUNTY, ILLINOIS, RECORDS; THENCE, ALONG SAID CENTERLINE, SOUTH 12 DEGREES 01 MINUTE 46 SECONDS EAST, 75.27 FEET TO THE SOUTHERLY LINE OF SAID 75 FOOT WIDE EASEMENT; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 794.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.472 ACRES, MORE OR LESS.

**ILLINOIS CENTRAL RAILROAD (ICRR) TRACT**

A TRACT OF LAND BEING PART OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, BEING LOCATED IN TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT LOCATED AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE CITY OF ST. LOUIS MUNICIPAL VEHICULAR TOLL BRIDGE APPROACH AS PER DEED AND AGREEMENT RECORDED ON APRIL 21, 1911

IN DEED BOOK 404, PAGE 506 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDS (75 FEET WIDE) WITH THE EASTERLY RIGHT OF WAY LINE OF MISSISSIPPI AVENUE (90 FEET WIDE); THENCE, ALONG THE SAID SOUTHERLY LINE OF THE 75 FOOT WIDE EASEMENT, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 1370.41 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE ILLINOIS CENTRAL RAILROAD RIGHT-OF-WAY, ALSO BEING THE CENTERLINE OF THE CAHOKIA CREEK, AS DESCRIBED IN INSTRUMENT RECORDED IN DEED BOOK 416, PAGE 438 OF THE ST. CLAIR COUNTY, ILLINOIS, RECORDS, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 12 DEGREES 01 MINUTE 46 SECONDS WEST, 75.27 FEET TO THE NORTHERLY LINE OF SAID TOLL BRIDGE APPROACH; THENCE, ALONG SAID NORTHERLY LINE, NORTH 73 DEGREES 06 MINUTES 12 SECONDS EAST, 256.59 FEET TO THE EASTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, ALSO BEING THE WESTERLY RIGHT-OF-WAY OF FALLING SPRINGS ROAD (50 FEET WIDE); THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 05 DEGREES 46 MINUTES 06 SECONDS EAST, 76.44 FEET TO THE AFORESAID SOUTHERLY LINE OF THE TOLL BRIDGE APPROACH; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 73 DEGREES 06 MINUTES 12 SECONDS WEST, 248.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.435 ACRES, MORE OR LESS.

## **EXHIBIT II**

### **LEGAL DESCRIPTION**

#### **EAST TRACT**

A TRACT OF LAND OF VARIABLE WIDTH, SOUTHEASTERLY OF AND ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET , BEGINNING AT THE SOUTHERLY RIGHT-OF-WAY OF PIGGOTT AVENUE (60 FEET WIDE) AND EXTENDING SOUTHWESTERLY TO THE WESTERLY RIGHT-OF-WAY LINE OF FALLING SPRINGS ROAD (50 FEET WIDE), BEING LOCATED IN THE CITY OF EAST SAINT LOUIS, TOWNSHIP 2 NORTH, RANGE 10 WEST OF THE 3RD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 2, 21, & 22 OF BLOCK 2 OF DEXTER'S SECOND ADDITION, EXCEPTING THE SOUTHEASTERLY 9.5 FEET OF LOT 2 THEREOF, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "F", PAGE 1 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE; AND THE WESTERLY 51 FEET OF A 16 FOOT WIDE ALLEY IN SAID BLOCK 2 LOCATED ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET (60 FEET WIDE);

LOTS 1, 2, 21, AND 22 OF BLOCK 13 OF SAID DEXTER'S SECOND ADDITION;

THE NORTHWESTERLY 51 FEET OF TUDOR AVE (60 FEET WIDE) ADJACENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF 10TH STREET IN SAID DEXTER'S SECOND ADDITION;

LOTS 1 AND 2 IN BLOCK 1 OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "G" ON PAGE 42 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE;

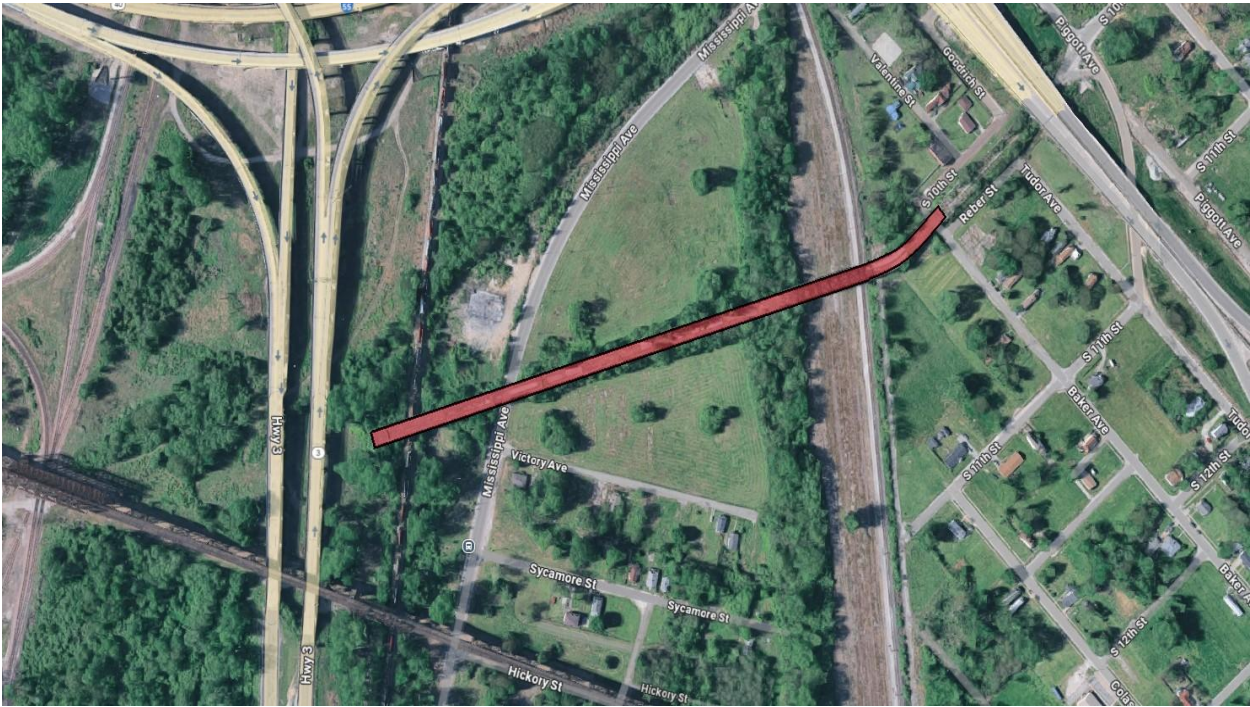
LOT 162 OF C.O. MCCASLAND'S SUBDIVISION OF OUTLOTS A & B OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "H" ON PAGE 10 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE.

**BOARD BILL NUMBER 132  
EXHIBIT B**



**When we traded ownership of the two bridges, TRRA refused to take the portion of the vehicular approach after it split away from the main bridge on the east side. (highlighted in light gray). This portion of the bridge was specifically excluded from the ordinance and remains City property.**

**BOARD BILL NUMBER 132  
EXHIBIT C**



**There is ~1700' of bridge remaining that the City still owns. This bridge crosses two streets and two active railroad tracks.**

**Summary**  
**Board Bill Number 157**  
**Introduced by Alderwoman Clark Hubbard**  
**February 13, 2026**

An ordinance recommended by the Board of Estimate and Apportionment appropriating \$3,800,000 of interest funds earned on the City's funds received under the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and authorizing the transfer of such funds for City's ability to provide services to prevent homelessness and displacement for households impacted by the tornado; containing an emergency and severability clause.

**BOARD BILL NUMBER 157 INTRODUCED BY ALDERWOMAN CLARK HUBBARD  
COSPONSOR: PRESIDENT MEGAN GREEN**

1 An ordinance recommended by the Board of Estimate and Apportionment appropriating  
2 \$3,800,000 of interest funds earned on the City’s funds received under the American Rescue  
3 Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and authorizing the transfer of  
4 such funds for City’s ability to provide services to prevent homelessness and displacement for  
5 households impacted by the tornado; containing an emergency and severability clause.

6 **WHEREAS**, the City has received Coronavirus Local Fiscal Recovery Funds awarded under the  
7 American Rescue Plan Act (“ARPA Funds”), which may be used “to respond to the public health  
8 emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic  
9 impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted  
10 industries such as tourism, travel, and hospitality” and for other governmental purposes; and

11 **WHEREAS**, the City is earning investment interest from the ARPA Funds deposits; and

12 **WHEREAS**, the United States Department of the Treasury’s ARPA State and Local Fiscal  
13 Relief Funds (SLFRF) Final Rule, in Rule 10.1, provides that local governments have the ability  
14 to place their funds in interest-gathering accounts, and furthermore that the U.S. Treasury does  
15 not require local governments to expend the interest according to the parameters of ARPA  
16 restrictions and eligible uses; and

17 **WHEREAS**, the City has substantial need for housing those impacted by the tornado.

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

19 **SECTION ONE. Definitions.**

- 20 1. “Tornado Relief and Recovery Fund” shall mean the fund established by Ordinance  
21 72009.

1 1. "Tornado" shall mean the areas affected by the severe storms, straight-line winds,  
2 tornadoes and flooding on May 16, 2025.

3 **SECTION TWO. Appropriation.**

4 A. There is hereby appropriated into the Tornado Relief and Recovery Fund the sum of three  
5 million eight hundred thousand and 0/100ths dollars (\$3,800,000.00) of the interest  
6 earned on the ARPA Funds, which shall be used exclusively for the purpose of providing  
7 appropriations for the purpose of increasing the City's ability to provide services to  
8 prevent homelessness and displacement for households impacted by the tornado by  
9 supporting the repair of homes and buildings damaged by the tornado which are located  
10 in the tornado impact area, with such impact area being as described in Exhibit A of  
11 Ordinance Number 72009, and costs related to the repair of such homes and buildings.

12 B. The Comptroller is authorized and directed to issue warrants upon the City Treasury for  
13 payment of all expenditures authorized in this Section provided that such warrants do not  
14 exceed the total amount of funds appropriated by this Section.

15 **SECTION THREE. Emergency Clause.**

16 This being an ordinance providing for the immediate preservation and providing public work or  
17 improvements and repairs thereof, it is hereby declared to be an emergency measure within the  
18 meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore  
19 this ordinance shall become effective immediately upon its passage and approval by the Mayor.

20 **SECTION FOUR. Severability Clause.**

21 It is hereby declared to be the intention of the Board of Aldermen that each, and every part,  
22 section and subsection of this Ordinance shall be separate and severable from each, and every

1 other part, section, and subsection hereof and that the Board of Aldermen intends to adopt each  
2 said part, section, and subsection separately and independently of any other part, section, and  
3 subsection. In the event that any part, section, or subsection of this Ordinance shall be  
4 determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and  
5 subsections shall be and remain in full force and effect, unless the court making such finding  
6 shall determine that the valid portions standing alone are incomplete and are incapable of being  
7 executed in accord with the legislative intent.

**ORDINANCE NUMBER 72058**

**BOARD BILL NUMBER 95 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK HUBBARD**

**COSPONSORS: MAYOR CARA SPENCER/PRESIDENT MEGAN GREEN/  
ALDERMAN MATT DEVOTI/ALDERMAN MICHAEL BROWNING  
ALDERWOMAN LAURA KEYS/ALDERWOMAN ALISHA SONNIER/  
ALDERMAN RASHEEN ALDRIDGE**

1 An Ordinance recommended by the Board of Estimate and Apportionment, appropriating the sum  
2 of Nine Million Three Hundred Fifty Thousand and 0/100ths (\$9,350,000.00) Dollars of one-time  
3 unreserved General Operating Reserve funds for deposit into the Tornado Relief and Recovery  
4 Fund, for the purpose of supporting winter-related emergency shelter and additional tornado  
5 disaster relief to support housing of residents impacted by the May 16, 2025, tornado; and  
6 containing a severability clause and an emergency clause.

7 **WHEREAS**, the City of St. Louis closed Fiscal Year 2025 (F25) with a General Fund Operating  
8 Budget Surplus of Eighteen Million Seven Hundred Thousand and 0/100ths (\$18,700,000.00); and

9 **WHEREAS**, in accordance with City Code of Ordinances § 5.35.010, half of the surplus, Nine  
10 Million Three Hundred Fifty Thousand and 0/100ths (\$9,350,000.00) Dollars was added to the  
11 City’s unreserved General Fund reserve; and

12 **WHEREAS**, on May 16, 2025, an EF3 tornado cut a mile-wide path of destruction through St.  
13 Louis City, creating an estimated \$1.6B in damaged property loss with over 5,000 structures  
14 impacted; and

15 **WHEREAS**, the City estimates 5,000 households were living in uninhabitable dwellings in the  
16 immediate months after the tornado; and

17 **WHEREAS**, the line between being housed and unhoused is often perilously thin, with many  
18 residents living one paycheck, medical bill, or unexpected expense away from homelessness; and

19 **WHEREAS**, many of those tornado-impacted families remain unhoused or in their damaged  
20 dwellings; and

**Page 1 of 5  
Board Bill Number 95  
Clark- Hubbard  
October 31, 2025**

1 **WHEREAS**, ensuring the safety and well-being of all residents and their neighborhoods is a  
2 fundamental responsibility of the City; and

3 **WHEREAS**, the Board of Alderman passed and the Mayor signed Ordinance 72009 on June 17,  
4 2025 depositing Thirty Million and 00/100ths (\$30,000,000.00) in the Tornado Relief and  
5 Recovery Fund to aid rapid response; and

6 **WHEREAS**, the aforementioned aid has been largely committed and additional housing related  
7 aid is critical to the continuity of our Recovery efforts; and

8 **WHEREAS**, the allocation of additional emergency funds will enable expansion of winter shelter  
9 support, home repair support to keep families in their homes, production of additional housing,  
10 expanded deposit and rental assistance to help families find stable housing, and other critical  
11 services to support critical rehousing efforts; and

12 **WHEREAS**, the St. Louis City Board of Estimate and Apportionment and the Board of Aldermen  
13 find that the unprecedented need and insufficient amount of state and federal aid toward housing  
14 necessitates an additional emergency allocation of funds to aid rapid response.

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

16 **SECTION ONE. Definitions.**

17 A. **Available Monies.** “Available monies” shall mean the sum of interest accrued on the  
18 Settlement Funds that is accessible for such distribution.

19 B. **Tornado.** “Tornado” shall mean the areas affected by the severe storms, straight-line  
20 winds, tornadoes and flooding on May 16, 2025.

21 **SECTION TWO.** There is hereby appropriated the sum of Nine Million Three Hundred Fifty  
22 Thousand and 0/100ths (\$9,350,000.00) Dollars of one-time surplus General Revenue Funds into  
23 a sub-account within the Tornado Relief and Recovery fund created pursuant to Ordinance

1 72009. All expenditures from said fund shall be disbursed in accordance with this Ordinance and  
2 other applicable law. Appropriate sub-accounts may be created.

3 **SECTION THREE. Eligible Uses.** The funds appropriated pursuant to Section Two of this  
4 Ordinance into the Tornado Relief and Recovery Fund shall be used exclusively for providing  
5 appropriations for the purposes of supporting critical winter housing needs, home repair needs,  
6 housing relocation, housing production, such purposes including:

- 7 A. Increasing temporary winter congregate and noncongregate shelter capacity located in the  
8 City for unhoused residents;
- 9 B. Providing deposit and rental assistance to residents whose homes were severely damaged  
10 by the tornado to assist them with procuring safe intermediate housing during that time  
11 period, and other related moving costs;
- 12 C. Supporting the repair of homes and buildings damaged by the tornado which are located  
13 in the tornado impact area, and other related costs;
- 14 D. Supporting vacant unit turns to bring additional housing online; and
- 15 E. Other critical services and administrative capacity to accelerate rehousing efforts, including  
16 but not limited to case management, legal services, and staffing.

17 **SECTION FOUR. Administration and Implementation of Funds.**

- 18 A. The Office of the Mayor shall:
  - 19 a. Have general oversight over and administer the funds appropriated pursuant to  
20 Section Two of this Ordinance;
  - 21 b. Recommend to the Board of Estimate and Apportionment specific awards of  
22 funds appropriated pursuant to Section Two of this Ordinance, which may be  
23 distributed through existing or new emergency contracts to specific recipients,

1 contractors, or vendors, and for which the requirements of City Ordinance 64102  
2 may be waived due to the emergency nature of the eligible uses for such funds as  
3 outlined pursuant to Sections Three and Seven of this Ordinance.

4 B. The Board of Estimate and Apportionment's approval of a specific contract or agreement  
5 for disbursement to a recipient, contractor, or vendor shall constitute authority for the  
6 City signatory to make such disbursement in accordance with the approved contract or  
7 agreement.

8 C. The funds appropriated under Section Two of this Ordinance shall be included among the  
9 funds subject to regular audits of City funds as required under law.

10 D. The Mayor's Office, or other applicable City department, shall provide a monthly report  
11 to the Budget and Public Employees Committee detailing expenditures made pursuant to  
12 this Ordinance. For funding pertaining to shelter services for the unhoused community,  
13 detail shall be included on data on services provided, utilization of those services, and  
14 characteristics of individuals utilizing those services; and provider experience, and may  
15 provide such a report as part of the monthly reporting to the Budget and Public  
16 Employees Committee pursuant to Section Two of Ordinance 72009.

17 E. For funding pertaining to shelter services for the unhoused community, detail shall be  
18 included on, information on the uses and impact of the expenditures of funds pursuant to  
19 this Ordinance, including data on services provided, utilization of those services, and  
20 characteristics of individuals utilizing those services, and provider experience, shall be  
21 included in the annual report on the uses and impact of tornado recovery funds as  
22 provided for under Section Two of Ordinance 72009.

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

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

**BOARD BILL NUMBER 157**  
**FISCAL NOTE**

Preparer's Name Cheryl Campbell

Phone Number or Email Address (will be available publicly) campbellch@stlouis-mo.gov

Bill Sponsor Alderwoman Shameem Clark Hubbard

<b>Bill Synopsis:</b>	<i>This ordinance appropriates \$3,800,000 of interest earned on the City's American Rescue Plan Act (ARPA) funds into the Tornado Relief and Recovery Fund and authorizes the transfer and expenditure of those funds to support services intended to prevent homelessness and displacement for households impacted by the May 16, 2025 tornado. The ordinance contains emergency and severability clauses.</i>
<b>Type of Impact:</b>	<i>Appropriation / Fund Transfer</i>
<b>Agencies Affected:</b>	<i>Comptroller; Treasurer; Mayor's Office; Other City departments or contracted service providers as designated through program implementation.</i>

**SECTION A**

**Does this bill authorize:**

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget?   X   Yes    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  X  No

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

---

---

---

---

---

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

- If yes, explain the impact and the estimated cost:

*The ordinance appropriates and transfers \$3,800,000 into the Tornado Relief and Recovery Fund and authorizes expenditures administered through existing City financial and administrative processes. Fiscal impact is limited to processing, oversight, and disbursement activities. No additional departmental costs or staffing estimates were provided for review.*

- Does the bill create a program or administrative subdivision? \_\_\_ Yes  X  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:

---

---

---

---

---

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

*Programmatic expenditures may include housing stabilization and repair services funded through the appropriated amount. Specific operating, equipment, or maintenance costs cannot be determined from the ordinance text and were not provided for review. All authorized expenditures are funded through interest earnings on ARPA deposits appropriated by this ordinance.*

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>	\$0	\$0	\$0
<b>Additional Revenue</b>	\$0	\$0	\$0
<b>Net</b>	\$0	\$0	\$0
<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>	\$3,800,000	\$0	\$0
<b>Additional Revenue</b>	\$3,800,000	\$0	\$0
<b>Net</b>	\$0	\$0	\$0

- Describe any assumptions used in preparing this fiscal note:

*This fiscal note evaluates fiscal impacts based solely on authorizations and duties specified in the ordinance text. The appropriated funds represent interest earnings on ARPA deposits already held by the City and do not constitute new federal or General Fund revenue. Expenditures are assumed not to exceed the authorized amount. Departmental cost estimates, staffing plans, or program allocation details were not included in the bill language for review. The ordinance does not create duplicative programs or require construction of facilities based on available information.*

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

*This fiscal note was prepared based on review of the language contained within the Board Bill.*

- Have the financial estimates of this bill been verified by the City Budget Division?  
 Yes  No
  - If yes, by whom? \_\_\_\_\_ .

**Summary**  
**Board Bill Number 158**  
**Sponsored by Alderwoman Shameem Clark- Hubbard**  
**February 13, 2026**

This Board Bill amends Ordinance Number 72051 by repealing certain provisions therein to allow for the reestablishment and continued operation of The Clean Energy Development Board of the City of St. Louis consistent with the intent of Ordinance Number 72051.

**ORDINANCE NUMBER 72051**

**BOARD BILL NUMBER 80 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD**

1 An ordinance to repeal **Ordinance Number 69056** concerning the City’s participation in the  
2 Property Assessment Clean Energy Act, and enacting a new ordinance regarding the same to  
3 enable the City to join the Missouri Clean Energy District in order to provide an additional  
4 authorized entity through which owners of property within the City may obtain financing for  
5 energy efficiency or renewable energy improvements to their property pursuant to Missouri’s  
6 Property Assessment Clean Energy Act and stating the steps to be taken by the City in connection  
7 therewith, and the activities such District may conduct in the City as a member of such District.

8 **WHEREAS**, the 95<sup>th</sup> General Assembly of Missouri enacted Sections §67.2800 to  
9 §67.2835, inclusive, RSMo., the “Property Assessment Clean Energy Act” (the “Act”); and

10 **WHEREAS**, Section §67.2810.1 authorizes one or more Municipalities (as defined in  
11 Section §67.2800.7) to establish a Clean Energy Development Board to initiate and administer a  
12 Property Assessment Clean Energy (“PACE”) Program so that owners of qualifying property can  
13 access funding for energy efficiency improvements or renewable energy improvements to their  
14 properties located in such Municipalities; and

15 **WHEREAS**, the development, production, and efficient use of clean energy and renewable  
16 energy, as well as the installation of energy efficiency improvements to publicly and privately  
17 owned real property, will create jobs for residents of the City of St. Louis, Missouri, advance the  
18 economic well-being and public and environmental health of the City of St. Louis, Missouri, and  
19 contribute to the energy independence of our nation; and

20 **WHEREAS**, the primary intent of funding energy efficiency and renewable energy

21 improvements pursuant to the Act is to promote the public purposes described above; and

1           **WHEREAS**, by **Ordinance Number 69056**, the City established the Clean Energy  
2 Development Board of The City of St. Louis, Missouri (the “Board”) to operate a PACE program  
3 within the City; and

4           **WHEREAS**, on January 3, 2011, a different clean energy development board, now named  
5 the Missouri Clean Energy District (the “District”), was created with the intention that all counties  
6 and other municipalities within the State of Missouri would be eligible to join such District and  
7 participate in its programs; and

8           **WHEREAS**, it is in the best interests of the City of St. Louis, Missouri and for the benefit  
9 of its residents to join the District and participate in its programs, in addition to having financing  
10 of PACE Projects available through the Clean Energy Development Board of the City; and

11           **WHEREAS**, by joining the District, the City does not intend to diminish the power or  
12 authority of the Board to operate its PACE program but, instead, believes that the District can  
13 make additional financing sources available for PACE projects in the City, thereby increasing the  
14 opportunities for residents of the City.

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

16 **SECTION ONE.**    Findings of Fact. The Board of Aldermen hereby finds and determines that  
17 it is in the best interests of the City and the health, safety, and welfare of City residents for the City  
18 to become a member of the Missouri Clean Energy District and authorize it to administer its PACE  
19 program within the City, in addition to, but not in exclusion of, the PACE program offered by the  
20 Clean Energy Development Board of the City of St. Louis, Missouri.

21 **SECTION TWO.**    Ordinance Number 69056 Repealed.

22 **Ordinance Number 69056** is hereby repealed.

1     **SECTION THREE.**     City to Join District. The City is hereby authorized City to join and  
2 participate in the Missouri Clean Energy District. Upon the City becoming such a member, the  
3 District may make or cause to be made loans to property owners within the City to fund energy  
4 efficiency and renewable energy improvements to their property, which loans would be repayable  
5 from the savings in energy costs.

6     **SECTION FOUR.**     Conformity to Federal and State Law. This Ordinance is enacted pursuant  
7 to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes (2000), as amended, and the  
8 provisions of this Ordinance shall be in conformity with federal and state laws

9     **SECTION FIVE.**     Definitions.

10    A.   Definitions. Except as specifically defined below, word and phrases used in this Ordinance  
11 shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the  
12 Missouri Revised Statutes (2000), as amended, shall have their defined meanings when used in  
13 this Ordinance. As used in this Ordinance, the following words and phrases shall have the  
14 meanings indicated:

15    “*Missouri Clean Energy District*” or “*District*” means the Missouri Clean Energy District.

16    “*PACE Assessment*” means a special assessment made against qualifying property in consideration  
17 of PACE Funding.

18    “*PACE Funding*” means funds provided to the owner(s) of qualified property by the District for  
19 an energy efficiency improvement or renewable energy improvement.

20    “*Qualifying Property*” means real property located in The City of St. Louis, Missouri.

21    **SECTION SIX.**     Administration. The District shall administer its PACE program within the  
22 City by:

- 1) Providing property owners with an application form in order to apply to the District for PACE Funds;
- 2) Developing standards for the approval of Projects submitted to it by property owners;
- 3) Reviewing applications submitted to it and selecting qualified Projects;
- 4) Entering into Assessment Contracts with property owners;
- 5) Providing a copy of each executed Notice of Assessment to the City’s Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records in the Office of the Recorder of Deeds for the City;
- 6) Authorizing and disbursing the PACE Funds to the property owners;
- 7) Receiving PACE Assessments from the City Collector;
- 8) Recording any lien, if needed, due to nonpayment of a PACE Assessment; and
- 9) Exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes (2000), as amended, including, but not limited to, the power to levy and collect special assessments under an assessment contract with a property owner.

**SECTION SEVEN.** Liability of City Officials; Liability of City.

Notwithstanding any other provision of law to the contrary, officers and other officials of the City of St. Louis and the District shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City’s participation in the District’s PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE program. The District shall for all purposes be considered an independent entity and shall not be considered a political subdivision of the City of St. Louis.

1     **SECTION EIGHT.**    Further Authority. The Mayor, the Comptroller, the Register, and other  
2     appropriate officials, agents, and employees of the City are hereby authorized to take such further  
3     actions and execute such documents as may be necessary or desirable to carry out and comply with  
4     the intent of this Ordinance.

5     **SECTION NINE.**    Severability and Superseding of Inconsistent Provisions. The sections of  
6     this Ordinance shall be severable. In the event that any section of this Ordinance is found by a  
7     court of competent jurisdiction to be invalid or unenforceable, the remaining sections of this  
8     Ordinance shall nevertheless be valid and enforceable, unless the court finds the valid sections of  
9     this Ordinance are so essential and inseparably connected with and dependent upon the void  
10    section that it cannot be presumed that this Board would have enacted the valid sections without  
11    the void ones, or unless the court finds that the valid sections standing alone are incomplete and  
12    are incapable of being executed in accordance with the legislative intent. The provisions of this  
13    Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms  
14    hereof, but only to the extent of such inconsistency.

15    **SECTION TEN.** Delivery of Ordinance. The Mayor of the City is hereby authorized to deliver  
16    a duly executed copy of this Ordinance to the Board of Directors of the District or its designee,  
17    together with the jurisdictional and geographic boundaries of the City for inclusion in the  
18    jurisdictional and geographic boundaries of the District.

19    **SECTION ELEVEN.** Appointment of Member of Advisory Council. The Mayor of the City of  
20    St. Louis is hereby authorized to appoint a member of the Advisory Council of Missouri Clean  
21    Energy District and to notify the District of the person so appointed.



# FISCAL NOTE

## BOARD BILL NUMBER 80

Preparer's Name: David Sweeney

Contact Information: David Sweeney  
 Lewis Rice LLC  
 314-444-7769  
 dsweeney@lewisrice.com

Bill Sponsor: Alderwoman Shameem Clark-Hubbard

<b>Bill Synopsis:</b>	This Board Bill repeals <b>Ordinance Number 69056</b> concerning the City's participation in the Property Assessment Clean Energy Act. This Board Bill enacts a new ordinance regarding the same to enable the City to join the Missouri Clean Energy District in order to provide an additional authorized entity through which owners of property within the City may obtain financing for energy efficiency or renewable energy improvements to their property pursuant to Missouri's Property Assessment Clean Energy Act. This Board Bill further states the steps to be taken by the City in connection with entry to the District, and the activities such District may conduct in the City as a member of such District.
<b>Type of Impacts:</b>	Entry into the Missouri Clean Energy District will open up additional financing sources for PACE projects within the City.
<b>Agencies Affected:</b>	The Clean Energy Development Board of the City of St. Louis

**SECTION A**

**Does this bill authorize:**

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget?  Yes  No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget?  Yes  No.
- A commitment of city funding in the future under certain specified conditions?  Yes  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  No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements?  Yes  No.
- A capital improvement project that increases operating costs over the current adopted city budget?  Yes  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  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:
- Is the bill estimated to have a direct fiscal impact on any city department or office?  Yes  No
- 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:
- Describe the annual operating, equipment, and maintenance costs that would result from the proposed bill, as well as any funding sources:

*None.*

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:

*Not applicable.*

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

*None.*

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

Yes  No

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

**ORDINANCE NUMBER 72051**

**ORDINANCE #69056  
Board Bill No. 195  
Committee Substitute**

An ordinance recommended by the Parks and Environment Committee establishing the Clean Energy Development Board of The City of St. Louis, Missouri (the "Clean Energy Development Board"); authorizing the Mayor to appoint the members of said Clean Energy Development Board; authorizing said Clean Energy Development Board to provide for property assessed clean energy financing for energy efficiency improvements to property within the City of St. Louis; authorizing and directing the taking of other actions as necessary or desirable to carry out and comply with the intent hereof; and superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof.

**WHEREAS**, the General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"), which authorizes the City of St. Louis and other municipalities and counties in the State of Missouri to create Clean Energy Development Boards to administer Property Assessed Clean Energy ("PACE") programs.

**WHEREAS**, PACE programs allow property owners to obtain loans through Clean Energy Development Boards to finance energy efficiency and renewable energy improvements to their property and repay such loans from the savings in energy costs resulting from such improvements.

**WHEREAS**, it is in the best interests of the health, safety, and welfare of the City and its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City, and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and to make or cause to be made loans to property owners within the City to fund energy efficiency improvements to their property, which loans would be repayable from the savings in energy costs.

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

**Section 1. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is in the best interests of the City and the health, safety, and welfare of its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and make or cause to be made loans to property owners within the City to fund energy efficiency and renewable energy improvements to their property, which loans would be repayable from the savings in energy costs.

**Section 2. Creation of a Clean Energy Development Board.** The creation of a Clean Energy Development Board, as set forth in the PACE Act, which shall hereinafter be known as the Clean Energy Development Board of The City of St. Louis, Missouri is hereby approved. The Clean Energy Development Board shall consist of five residents of the City of St. Louis appointed by the Mayor and approved by the Board of Aldermen. The Mayor is hereby authorized and directed to appoint said five members, with the advice and consent of said Board of Aldermen.

**Section 3. Authority of the Clean Energy Development Board.** The Clean Energy Development Board is hereby authorized to exercise all powers which may be exercised by such boards pursuant to the PACE Act, as may be revised from time to time, and to adopt bylaws addressing the operations of the Clean Energy Development Board which are consistent with the PACE Act and this Ordinance.

**Section 4. Terms of Board Members.** Of the Clean Energy Development Board members first appointed by the Mayor and approved by the Board of Aldermen, one (1) shall be designated to serve on the Clean Energy Development Board for a term of two (2) years from the date of appointment, two (2) shall be designated to serve on the Clean Energy Development Board for terms of three (3) years from the date of appointment, and the remaining two (2) shall be designated to serve on the Clean Energy Development Board for a term of four (4) years from the date of appointment; thereafter, each vacancy resulting from the expiration of a term shall be filled in the same manner as set forth above, and each person so appointed shall be appointed to serve on the Clean Energy Development Board for a term of four (4) years, except that the initial term of a person appointed to fill a vacancy resulting from the resignation, death or incapacity of a Clean Energy Development Board member during an unexpired term shall consist of the unexpired portion of such term.

**Section 5. Actions in Accordance with the PACE Act.** It is hereby recognized that the requirements of the

PACE Act as pertain to the authority, number, qualifications, terms and manner of appointment of persons to serve on the Clean

Energy Development Board may, from time to time, be revised. The Mayor and such other persons as may be directed to act with respect thereto under the PACE Act in the future are hereby authorized to act in accordance with the PACE Act, as from time to time revised, so that at all times hereinafter the Clean Energy Development Board shall be and remain legally authorized to exercise the powers of a Clean Energy Development Board under the PACE Act, without further action of the City, the Board of Aldermen, or the Clean Energy Development Board.

**Section 6. Further Authority.** The Mayor, the Comptroller, the Register, and other appropriate officials, agents, and employees of the City are hereby authorized to take such further actions and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City hereunder and under the PACE Act.

**Section 7. Severability and Superseding of Inconsistent Provisions.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

**Approved: December 22, 2011**

**ORDINANCE NUMBER 72051**

**ORDINANCE #69056  
Board Bill No. 195  
Committee Substitute**

An ordinance recommended by the Parks and Environment Committee establishing the Clean Energy Development Board of The City of St. Louis, Missouri (the "Clean Energy Development Board"); authorizing the Mayor to appoint the members of said Clean Energy Development Board; authorizing said Clean Energy Development Board to provide for property assessed clean energy financing for energy efficiency improvements to property within the City of St. Louis; authorizing and directing the taking of other actions as necessary or desirable to carry out and comply with the intent hereof; and superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof.

**WHEREAS**, the General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"), which authorizes the City of St. Louis and other municipalities and counties in the State of Missouri to create Clean Energy Development Boards to administer Property Assessed Clean Energy ("PACE") programs.

**WHEREAS**, PACE programs allow property owners to obtain loans through Clean Energy Development Boards to finance energy efficiency and renewable energy improvements to their property and repay such loans from the savings in energy costs resulting from such improvements.

**WHEREAS**, it is in the best interests of the health, safety, and welfare of the City and its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City, and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and to make or cause to be made loans to property owners within the City to fund energy efficiency improvements to their property, which loans would be repayable from the savings in energy costs.

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

**Section 1. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is in the best interests of the City and the health, safety, and welfare of its residents to authorize the Mayor to appoint a Clean Energy Development Board to administer a PACE program within the City and to fund such PACE program through the receipt of grant funds, the issuance of bonds, and/or other financing mechanisms and funding sources, and make or cause to be made loans to property owners within the City to fund energy efficiency and renewable energy improvements to their property, which loans would be repayable from the savings in energy costs.

**Section 2. Creation of a Clean Energy Development Board.** The creation of a Clean Energy Development Board, as set forth in the PACE Act, which shall hereinafter be known as the Clean Energy Development Board of The City of St. Louis, Missouri is hereby approved. The Clean Energy Development Board shall consist of five residents of the City of St. Louis appointed by the Mayor and approved by the Board of Aldermen. The Mayor is hereby authorized and directed to appoint said five members, with the advice and consent of said Board of Aldermen.

**Section 3. Authority of the Clean Energy Development Board.** The Clean Energy Development Board is hereby authorized to exercise all powers which may be exercised by such boards pursuant to the PACE Act, as may be revised from time to time, and to adopt bylaws addressing the operations of the Clean Energy Development Board which are consistent with the PACE Act and this Ordinance.

**Section 4. Terms of Board Members.** Of the Clean Energy Development Board members first appointed by the Mayor and approved by the Board of Aldermen, one (1) shall be designated to serve on the Clean Energy Development Board for a term of two (2) years from the date of appointment, two (2) shall be designated to serve on the Clean Energy Development Board for terms of three (3) years from the date of appointment, and the remaining two (2) shall be designated to serve on the Clean Energy Development Board for a term of four (4) years from the date of appointment; thereafter, each vacancy resulting from the expiration of a term shall be filled in the same manner as set forth above, and each person so appointed shall be appointed to serve on the Clean Energy Development Board for a term of four (4) years, except that the initial term of a person appointed to fill a vacancy resulting from the resignation, death or incapacity of a Clean Energy Development Board member during an unexpired term shall consist of the unexpired portion of such term.

**Section 5. Actions in Accordance with the PACE Act.** It is hereby recognized that the requirements of the

PACE Act as pertain to the authority, number, qualifications, terms and manner of appointment of persons to serve on the Clean

Energy Development Board may, from time to time, be revised. The Mayor and such other persons as may be directed to act with respect thereto under the PACE Act in the future are hereby authorized to act in accordance with the PACE Act, as from time to time revised, so that at all times hereinafter the Clean Energy Development Board shall be and remain legally authorized to exercise the powers of a Clean Energy Development Board under the PACE Act, without further action of the City, the Board of Aldermen, or the Clean Energy Development Board.

**Section 6. Further Authority.** The Mayor, the Comptroller, the Register, and other appropriate officials, agents, and employees of the City are hereby authorized to take such further actions and execute such documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City hereunder and under the PACE Act.

**Section 7. Severability and Superseding of Inconsistent Provisions.** The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with and dependent upon the void section that it cannot be presumed that this Board would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accordance with the legislative intent. The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

**Approved: December 22, 2011**

**BOARD BILL NUMBER 158 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD**

1 An Ordinance amending Ordinance No. 72051, which ordinance repealed Ordinance No. 69056,  
2 to repeal certain provisions of Ordinance No. 72051 and reestablish a Clean Energy Development  
3 Board to administer a Property Assessed Clean Energy program within the City of St. Louis.

4 **WHEREAS**, the General Assembly of the State of Missouri has adopted the Property  
5 Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the  
6 “PACE Act”), which authorizes the City of St. Louis and other municipalities and counties in the  
7 State of Missouri to create Clean Energy Development Boards to administer Property Assessed  
8 Clean Energy (“PACE”) programs; and

9 **WHEREAS**, by Ordinance No. 69056, the City established the Clean Energy  
10 Development Board of The City of St. Louis, Missouri (the “Board”) to operate a PACE program  
11 within the City; and

12 **WHEREAS**, Board Bill 80, codified as Ordinance No. 72051, was introduced in October,  
13 2025 for the purpose of authorizing the City to join the Missouri Clean Energy District (the  
14 “District”); and

15 **WHEREAS**, it was the stated intent of Board Bill 80 that joining the District would not  
16 “diminish the power or authority of the Board to operate its PACE program”; and

17 **WHEREAS**, it was the stated intent of Board Bill 80 to authorize the District to administer  
18 its PACE program within the City “in addition to, but not in exclusion of, the current PACE  
19 program offered by the Clean Energy Development Board of the City of St. Louis, Missouri”; and

20           **WHEREAS**, despite its stated intent, Section Two of Board Bill 80 unambiguously  
21 repealed Ordinance No. 69056, which ordinance authorized the creation and continued operation  
22 of the Board, thereby revoking the Board’s authority to operate a PACE program; and

23           **WHEREAS**, the Board has existing contractual obligations, assessment contracts, and  
24 other responsibilities that have been impaired by Board Bill 80’s revocation of the Board’s  
25 authority to operate; and

26           **WHEREAS**, it continues to remain in the best interests of the health, safety, and welfare  
27 of the City and its residents to authorize the Board to operate its Property Assessed Clean Energy  
28 program within the City of St. Louis by reinstating its operating authority under Ordinance No.  
29 69056; and

30           **WHEREAS**, reinstating Ordinance No. 69056 will not “diminish the power or authority”  
31 of the District to operate its PACE program, as the Board’s PACE program shall operate “in  
32 addition to, but not in exclusion of,” the PACE program offered by the District.

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

34           **SECTION ONE.** Section Two of Ordinance 72051 is hereby repealed.

**FISCAL NOTE**  
**BOARD BILL NUMBER 158**

Preparer's Name: James Morrow  
 Contact Information: morrowj@stlouis-mo.gov  
 Bill Sponsor: Alderwoman Shameem Clark- Hubbard

<b>Bill Synopsis:</b>	This Board Bill amends Ordinance Number 72051 by repealing certain provisions therein to allow for the reestablishment and continued operation of The Clean Energy Development Board of the City of St. Louis consistent with the intent of Ordinance Number 72051.
<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 \_\_\_No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? \_\_\_Yes \_\_\_No
- A commitment of city funding in the future under certain specified conditions? \_\_\_Yes \_\_\_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 \_\_\_No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? \_\_\_Yes \_\_\_No
- A capital improvement project that increases operating costs over the current adopted city budget? \_\_\_Yes \_\_\_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 \_\_\_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

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

---

---

---

---

---

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

---

---

---

---

---

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

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

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

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

---

---

---

---

---

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

---

---

---

---

---

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 160**  
**Introduced by Alderwoman Anne Schweitzer**  
**February 13, 2026**

An ordinance recommended by the Board of Estimate and Apportionment appropriating **\$1,200,000.00** of interest funds earned on the City's funds received under the American Rescue Plan Act of 2021; and authorizing the transfer of such funds for water infrastructure repair and replacement project purposes; and containing an emergency clause.

**BOARD BILL NUMBER 160 INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER  
COSPONSORS: ALDERMAN MICHAEL BROWNING/ALDERWOMAN SHAMEEM CLARK-HUBBARD**

1 An ordinance recommended by the Board of Estimate and Apportionment appropriating  
2 **\$1,200,000.00** of interest funds earned on the City’s funds received under the American Rescue  
3 Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and authorizing the transfer of  
4 such funds for water infrastructure repair and replacement project purposes; and containing an  
5 emergency clause.

6 **WHEREAS**, the City has received Coronavirus Local Fiscal Recovery Funds awarded under the  
7 American Rescue Plan Act (“ARPA Funds”), which may be used “to respond to the public health  
8 emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic  
9 impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted  
10 industries such as tourism, travel, and hospitality” and for other governmental purposes; and

11 **WHEREAS**, the City is earning investment interest from the ARPA Funds deposits; and

12 **WHEREAS**, the United States Department of the Treasury’s ARPA State and Local Fiscal  
13 Relief Funds (SLFRF) Final Rule, in Rule 10.1, provides that local governments have the ability  
14 to place their funds in interest-gathering accounts, and furthermore that the U.S. Treasury does  
15 not require local governments to expend the interest according to the parameters of ARPA  
16 restrictions and eligible uses; and

17 **WHEREAS**, the City has substantial need for repairs and improvements to its aging water  
18 infrastructure.

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

20 **SECTION ONE.** There is hereby appropriated the sum of ONE MILLION TWO HUNDRED  
21 THOUSAND DOLLARS (\$1,200,000.00) of the interest earned on the ARPA Funds to the

1 Water Division of the Department of Public Utilities for water infrastructure repair and  
2 replacement. The Comptroller is authorized and directed to issue warrants upon the City  
3 Treasury for payment of all expenditures authorized in this Section provided that such warrants  
4 do not exceed the total amount of funds appropriated by this Section.

5 **SECTION TWO.** Emergency Clause.

6 This being an ordinance providing for the immediate preservation and providing public work or  
7 improvements and repairs thereof, it is hereby declared to be an emergency measure within the  
8 meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore  
9 this ordinance shall become effective immediately upon its passage and approval by the Mayor.

**BOARD BILL NUMBER 160**  
**FISCAL NOTE**

Preparer's Name Cheryl Campbell

Phone Number or Email Address (will be available publicly) [campbellch@stlouis-mo.gov](mailto:campbellch@stlouis-mo.gov)

Bill Sponsor Alderwoman Anne Schweitzer

<b>Bill Synopsis:</b>	<i>An ordinance recommended by the Board of Estimate and Apportionment appropriating \$1,200,000.00 of interest funds earned on the City's funds received under the American Rescue Plan Act of 2021; and authorizing the transfer of such funds for water infrastructure repair and replacement project purposes; and containing an emergency clause.</i>
<b>Type of Impact:</b>	<i>Appropriation / Fund Transfer</i>
<b>Agencies Affected:</b>	<i>Comptroller's Office</i>

**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

(01/2017)

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years?  Yes  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:

---



---



---



---

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

- If yes, explain the impact and the estimated cost:

*The ordinance appropriates and authorizes transfer of \$1,200,000.00 in ARPA interest earnings, resulting in a direct fiscal impact through expenditure of special revenue funds processed through City financial administration.*

- 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:

---



---



---



---

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

*The ordinance does not specify ongoing operating, equipment, or maintenance costs. No funding sources for such costs are identified in the bill language.*

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>	\$0	\$0	\$0
<b>Additional Revenue</b>	\$0	\$0	\$0
<b>Net</b>	\$0	\$0	\$0
<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>	\$1,200,000	\$0	\$0
<b>Additional Revenue</b>	\$0	\$0	\$0
<b>Net</b>	\$1,200,000	\$0	\$0

- Describe any assumptions used in preparing this fiscal note:

*This fiscal note was prepared based on review of the language contained within the Board Bill. The ordinance appropriates \$1,200,000.00 of interest earned on ARPA funds and authorizes transfer for water infrastructure repair and replacement purposes. The fiscal impact reflects expenditure of existing interest earnings. No implementing agency, fund coding, or departmental cost estimates were specified in the bill language; therefore, no additional operational impacts are assumed beyond the appropriation.*

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

*Review of the language contained within Board Bill No. 160.*

- Have the financial estimates of this bill been verified by the City Budget Division?  
 Yes  No
  - If yes, by whom? \_\_\_\_\_ .

**Summary**  
**Board Bill Number 161**  
**Introduced By Alderwoman Anne Schweitzer**  
**February 13, 2026**

An Ordinance recommended by the Board of Estimate and Apportionment amending certain ordinances by reappropriating certain amounts specified herein in an aggregate amount of **\$6,866,460.48** for water infrastructure replacement and repair; and with an emergency clause.

**BOARD BILL NUMBER 161 INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER  
COSPONSORS: ALDERMAN MICHAEL BROWNING/ALDERWOMAN SHAMEEM CLARK-HUBBARD**

1 An Ordinance recommended by the Board of Estimate and Apportionment amending Ordinance  
2 Number 71393, Ordinance Number 71554, Ordinance Number 71555, Ordinance Number  
3 71591, Ordinance Number 71592, Ordinance Number 71650, Ordinance Number 71840, and  
4 Ordinance Number 71864 by reappropriating certain amounts specified herein in an aggregate  
5 amount of **\$6,866,460.48** for water infrastructure replacement and repair; and with an emergency  
6 clause.

7 **WHEREAS**, the City appropriated American Rescue Plan Act (“ARPA”) State and Local Fiscal  
8 Relief (“SLFRF”) funds in several ordinances including Ordinance Number 71393, Ordinance  
9 71554, Ordinance Number 71555, Ordinance Number 71591, Ordinance Number 71592,  
10 Ordinance Number 71650, Ordinance Number 71840, and Ordinance Number 71864; and

11 **WHEREAS**, some of those funds have not been spent, and the City seeks to use them for  
12 different purposes.

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

14 **SECTION ONE. Ordinance Number 71393** is amended by reappropriating the following  
15 amounts from the specified Sources of Funds: One Hundred Thousand Two Hundred Twenty  
16 and 0/100ths Dollars (\$100,220.00) of the funds that were appropriated in that ordinance for  
17 Case Management and Program Operations; Three Hundred Seventy-Seven Thousand Eight  
18 Hundred Eighty-Two and 84/100ths Dollars (\$377,882.84) of the funds that were appropriated in  
19 that ordinance for Mortgage Assistance; Twenty-Five Thousand and 00/100ths Dollars (\$25,000)  
20 of the funds that were appropriated in that ordinance for Emergency Shelter; Twenty-Nine and  
21 70/100ths Dollars (\$29.70) of the funds that were appropriated in that ordinance for Wrap

1 Around Services; Fourteen Thousand Five Hundred Seventy-Three and 72/100ths Dollars  
2 (\$14,573.72) of the funds that were appropriated in that ordinance for Targeted Cash Assistance;  
3 Six Hundred Ninety Thousand Four Hundred Thirty-Six and 71/100ths Dollars (\$690,436.71) of  
4 the funds that were appropriated in that ordinance for Direct Support Care Workers; Seventy-  
5 Nine and 24/100ths Dollars (\$79.24) of the funds that were appropriated in that ordinance for  
6 Community Health Workers; Six Thousand Three Hundred and 00/100ths Dollars (\$6,300.00) of  
7 the funds that were appropriated in that ordinance for Mobile Vaccination Clinics; 68/100ths  
8 Dollars (\$.68) of the funds that were appropriated in that ordinance for Vaccination Education  
9 and Marketing; Two Hundred Sixty-Two Thousand Six Hundred Seventy-Six and 62/100ths  
10 (\$262,676.62) of the funds that were appropriated in that ordinance for Behavioral Health  
11 Providers; and Forty-Four Thousand Three Hundred Eighty-Five and 00/100ths Dollars  
12 (\$44,385.00) of the funds that were appropriated in that ordinance for Child Support Arrears for  
13 Individuals Entering the Workforce. All of such Sources of Funds hereby are appropriated and  
14 set apart for the Uses of Funds shown on Exhibit A.

15 **SECTION TWO. Ordinance Number 71554** is amended by reappropriating the following  
16 amounts from the specified Sources of Funds 70/100ths (\$.70) of the funds appropriated in that  
17 ordinance for the Reproductive Equity Fund-Community Needs. All of such Sources of Funds  
18 hereby are appropriated and set apart for the Uses of Funds shown on Exhibit A.

19 **SECTION THREE. Ordinance Number 71555** is amended by reappropriating the following  
20 amounts from the specified Sources of Funds: Six Hundred Eighty Thousand and 00/100ths  
21 Dollars (\$680,000.00) of the funds appropriated in that ordinance for Summer and Year Round  
22 Youth Programming. All of such Sources of Funds hereby are appropriated and set apart for the  
23 Uses of Funds shown on **Exhibit A.**

1 **SECTION FOUR. Ordinance Number 71591** is amended by reappropriating the following  
2 amounts from the specified Sources of Funds: Nine Hundred Sixty Thousand and 00/100ths  
3 (\$960,000.00) of the funds appropriated in that ordinance for Youth and Juvenile Diversion  
4 Programming; One Hundred Thirteen Thousand Eight Hundred Fifty-Eight and 36/100ths  
5 Dollars (\$113,858.36) of the funds appropriated in that ordinance for Behavioral Health; Four  
6 Hundred Forty-Five Thousand and 00/100ths Dollars (\$445,000.00) of the funds appropriated in  
7 that ordinance for Early Childhood Education; and Seven Thousand One Hundred Thirty-Five  
8 and 42/100ths Dollars (\$7,135.42) of the funds appropriated in that ordinance for Animal Care  
9 and Control. All of such Sources of Funds hereby are appropriated and set apart for the Uses of  
10 Funds shown on **Exhibit A.**

11 **SECTION FIVE. Ordinance Number 71592** is amended by reappropriating the following  
12 amount from the specified Sources of Funds: Three Hundred Ninety Thousand and 00/100ths  
13 Dollars (\$390,000.00) of the funds appropriated in that ordinance for Privately-owned Property  
14 Stabilization; Three Hundred Thirty-Five Thousand Two Hundred Thirty-Eight and 82/100ths  
15 Dollars (\$335,238.82) of the funds appropriated in that ordinance for Affordable Housing  
16 Production and Preservation; Four Hundred Thirty-Seven Thousand Nine Hundred Ninety-Four  
17 and 00/100ths Dollars (\$437,994.00) of the funds appropriated in that ordinance for the Proactive  
18 Development Fund; Eight Hundred Fifty-Seven Thousand Five Hundred Ninety-Two and  
19 67/100ths Dollars (\$857,592.67) of the funds appropriated in that ordinance for Neighborhood  
20 Beautification; and Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) of the funds  
21 appropriated in that ordinance for Pell Grant Eligible College Student Assistance. All of such  
22 Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit**  
23 **A.**

1 **SECTION SIX. Ordinance Number 71650** is amended by reappropriating the following  
2 amounts from the specified Sources of Funds: Sixty Thousand One Hundred Eighty-One and  
3 00/100ths Dollars (\$60,181.00) of the funds appropriated in that ordinance for Workplace  
4 Modernization and Enhancements; and Seven Hundred Eighty-Four Thousand Four Hundred  
5 Thirty and 00/100ths Dollars (\$784,430.00) of the funds appropriated in that ordinance for  
6 Refuse Pilot Project. All of such Sources of Funds hereby are appropriated and set apart for the  
7 Uses of Funds shown on **Exhibit A**.

8 **SECTION SEVEN. Ordinance Number 71840** is amended by reappropriating the following  
9 amounts from the specified Source of Funds: Ten Thousand and 00/100ths Dollars (\$10,000) of  
10 the funds appropriated in that ordinance for the Impacted Tenants Fund. All of such Sources of  
11 Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit A**.

12 **SECTION EIGHT. Ordinance Number 71864** is amended by reappropriating the following  
13 amounts from the specified Sources of Funds: Sixty-Three Thousand Four Hundred Forty-Five  
14 and 00/100ths Dollars (\$63,445.00) of the funds appropriated in that ordinance for Software  
15 Management System. All of such Sources of Funds hereby are appropriated and set apart for the  
16 Uses of Funds shown on **Exhibit A**.

17 **SECTION NINE.** The newly appropriated Uses of Funds on Exhibit A are allocated to  
18 reimburse the Water Division for a portion of its expenditures that were made with Water  
19 Division funds between March 3, 2021 and December 31, 2024, as allowed by the ARPA  
20 guidance for the revenue loss/provision of government services eligibility category. The Water  
21 Division is directed to use such funds for water infrastructure replacement and repair projects.

22 **SECTION TEN.** Interdepartmental Transfers.  
23 Subject to approval by the Board of Estimate & Apportionment, departments, divisions, and

1 agencies authorized to administer ARPA funds may transfer funds appropriated in any ARPA  
2 appropriation ordinance to other departments, divisions, and agencies to add to existing ARPA  
3 projects funded by any ARPA appropriation ordinance provided that the funds remain committed  
4 to the same purpose and ARPA eligibility guidelines are satisfied. Upon approval of such  
5 transfer requests by the Board of Estimate & Apportionment, the Comptroller is authorized and  
6 directed to transfer any unencumbered appropriation balance or portion thereof from one project  
7 to another.

8 **SECTION ELEVEN. Emergency Clause.**

9 This ordinance being deemed necessary for the  
10 immediate protection of the public health and welfare, it is hereby declared to be an emergency  
11 ordinance within the meaning of Sections 19 and 20 of Article IV of the City Charter and shall  
12 take effect upon its approval by the Mayor.

**Board Bill Number 161  
Exhibit A**

<b>Exhibit A</b>				
<b>Sources of Funds</b>				
	<b>Ordinance</b>	<b>Department</b>	<b>Appropriation Use</b>	<b>Funds for Reappropriation</b>
	71393	Human Services	Case Management and Program Operation	\$100,220.00
	71393	Human Services	Mortgage Assistance	\$377,882.84
	71393	Human Services	Emergency Shelter	\$25,000.00
	71393	Human Services	Wrap Around Services	\$29.70
	71393	Human Services	Targeted Cash Assistance	\$14,573.72
	71393	Human Services	Direct Support Care Workers	\$690,436.71
	71393	Health	Community Health Workers	\$79.24
	71393	Health	Mobile Vaccination Clinics	\$6,300.00
	71393	Health	Vaccination Education and Marketing	\$0.68
	71393	Violence Prevention	Behavioral Health Providers	\$262,676.62
	71393	SLATE	Chld Support Arrears for Individuals Entering the Workforce	\$44,385.00
	71554	Health	Reproductive Equity Fund: Community Needs	\$0.70
	71555	Violence Prevention	Summer and Year Round Youth Programming	\$680,000.00
	71591	Violence Prevention	Youth and Juvenile Diversion Programming	\$960,000.00
	71591	Health	Behavioral Health	\$113,858.36
	71591	CDA	Early Childhood Education	\$445,000.00
	71591	Health	Animal Care and Control	\$7,135.42
	71592	Building	Privately-owned property stabilization	\$390,000.00
	71592	CDA	Affordable Housing Production and Preservation	\$335,238.82
	71592	CDA	Proactive Development Fund, LRA Development Fund and Preservation of Historic Neighborhoods	\$437,994.00
	71592	CDA	Neighborhood Beautification, Capacity Building, Operations, Support for CDCs	\$857,592.67
	71592	Violence Prevention	Pell Grant Eligible College Student Assistance	\$200,000.00
	71650	ITSA	Workplace Modernization and Enhancements	\$60,181.00
	71650	Streets	Refuse Pilot Project	\$784,430.00
	71840	Human Services	Impacted Tenants Fund	\$10,000.00
	71864	City Counselor	Software Management System	\$63,445.00
			<b>TOTAL</b>	<b>\$6,866,460.48</b>
<b>Uses of Funds</b>				
		Water	Water Infrastructure Replacement and Repair	\$6,866,460.48

# BOARD BILL NUMBER 161

## FISCAL NOTE

### Board Bill No. 161

Preparer's Name Cheryl Campbell

Phone Number or Email Address (will be available publicly) [campbellch@stlouis-mo.gov](mailto:campbellch@stlouis-mo.gov)

Bill Sponsor Alderwoman Anne Schweitzer

<b>Bill Synopsis:</b>	<i>This ordinance, recommended by the Board of Estimate and Apportionment, amends multiple previously adopted ARPA appropriation ordinances by reappropriating an aggregate amount of \$6,866,460.48 of unspent American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). The funds are redirected to reimburse the Water Division for eligible expenditures incurred between March 3, 2021 and December 31, 2024 and to support water infrastructure replacement and repair. The ordinance also authorizes interdepartmental transfers of ARPA funds subject to approval and contains an emergency clause.</i>
<b>Type of Impact:</b>	<i>Reappropriation of previously authorized federal funds; administrative and accounting impact.</i>
<b>Agencies Affected:</b>	<i>Water Division; Comptroller; Departments, divisions, and agencies administering ARPA funds; Board of Estimate and Apportionment.</i>

### SECTION A

#### Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget?  Yes  No
- An undertaking of a new service for which no funding is provided in the current adopted city budget?  Yes  No
- A commitment of city funding in the future under certain specified conditions?  Yes  No

(01/2017)

- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget?     \_\_\_Yes \_\_\_XNo
- An execution or initiation of an activity as a result of federal or state mandates or requirements?     \_\_\_Yes \_\_\_XNo
- A capital improvement project that increases operating costs over the current adopted city budget?     \_\_\_Yes \_\_\_XNo
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years?     \_\_\_Yes \_\_\_XNo

**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 \_\_\_XNo

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

---



---



---



---



---

- Is the bill estimated to have a direct fiscal impact on any city department or office?     \_\_\_X\_\_\_Yes \_\_\_No

- If yes, explain the impact and the estimated cost:

*The ordinance reallocates previously appropriated ARPA funds to reimburse the Water Division for eligible expenditures and to support water infrastructure replacement and repair. Administrative and accounting activity related to fund transfers and reimbursement processing will occur; however, the ordinance does not specify departmental administrative costs or project-level expenditures. Estimated costs cannot be determined from the bill text.*

- Does the bill create a program or administrative subdivision?     \_\_\_Yes \_\_\_XNo

- 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:

---

---

---

---

---

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

*The ordinance does not establish new programs or facilities generating identifiable ongoing operating, equipment, or maintenance costs. Funding consists of reappropriated federal ARPA State and Local Fiscal Recovery Funds (SLFRF) redirected toward reimbursement and infrastructure repair. Any resulting operational impacts are not quantified in the ordinance and cannot be estimated.*

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>	\$0	\$0	\$0
<b>Additional Revenue</b>	\$0	\$0	\$0
<b>Net</b>	\$0	\$0	\$0
<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>	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
<b>Additional Revenue</b>	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
<b>Net</b>	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>

- Describe any assumptions used in preparing this fiscal note:

*This fiscal note was prepared based on review of the language contained within the Board Bill. The analysis assumes reallocation of previously appropriated federal ARPA funds without authorization of new City funding. Implementation is assumed to occur within existing administrative capacity. No project schedules, expenditure timing details, or departmental cost estimates were provided; therefore, impacts beyond reassignment of appropriations cannot be quantified.*

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

*Board Bill language;  
Referenced ARPA appropriation ordinances identified within the bill.*

- Have the financial estimates of this bill been verified by the City Budget Division?  
 Yes  No
  - If yes, by whom? \_\_\_\_\_ .