



**ST. LOUIS BOARD OF ALDERMEN
REGULAR FULL BOARD MEETING
CHAMBERS
FRIDAY, FEBRUARY 27, 2026 AT 10:00 AM
TENTATIVE AGENDA NO. 43**

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- 1. Call to Order**
- 2. Roll Call**
- 3. Opening Reflection or Prayer**
- 4. Announcement of any Special Order of the Day**
- 5. Introduction of Honored Guests**
- 6. Approval of Minutes of Previous Meeting**
Approval of Minutes - February 20, 2026
- 7. Report of City Officials**
 - a) Report of the Clerk of the Board of Aldermen**

The following Board Bills from the 2025-2026 Legislative Session were Third Read and Finally passed by the Board, signed by the President and delivered to the Mayor for their signature pursuant to law. The list below shows the Bill Number, Name of the Sponsor, and Date Delivered:

B.B. #121	Clark Hubbard	02-20-2026
B.B. #123	Browning	02-20-2026
B.B. #129	Devoti	02-20-2026
B.B. #134	Schweitzer	02-20-2026
B.B. #126CS	Narayan	02-20-2026
B.B. #122	Clark Hubbard	02-20-2026
B.B. #133	Boyd	02-20-2026



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The following Board Bills from the 2025-2026 Legislative Session were signed by the Mayor and issued an Ordinance Number by the City Register pursuant to law. The list below shows the Bill Number, Name of Sponsor, Effective Date, and Ordinance Number:

B.B. #99	Sonnier	02-23-2026	72092
B.B. #114	Clark Hubbard	03-23-2026	72093
B.B. #121	Clark Hubbard	02-23-2026	72094
B.B. #126CS	Narayan	02-23-2026	72095
B.B. #129	Devoti	02-23-2026	72096
B.B. #133	Boyd	02-23-2026	72097
B.B. #134	Schweitzer	02-23-2026	72098

b) Office of the Mayor

I have the pleasure to submit the following individuals for appointment to the Waterman/Lake Special Business District: **the appointment of Allan Bathon, the reappointments of Peter Tarby, and Glen Gibb.**

I have the pleasure to submit the following individual for appointment to the Washington Place Special Business District: **Jassen Johnson.**

I have the pleasure to submit the following individual for reappointment to the DeBaliviere Place Special Business District: **Stephanie Brown.**

**c) Office of the President
None**



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**d) Office of the Comptroller
None**

**8. Petitions and Communications
None**

9. Board Bills for Perfection – Informal Calendar

B.B. #34AAIC - Alderwoman Laura Keys - An ordinance directing the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500 and 4600 blocks of Lee Avenue.

B.B. #51 - Alderwoman Anne Schweitzer - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the first ward.

B.B. #119 - Alderwoman Sharon Tyus - This Board Bill seeks to approve a Chapter 99 Redevelopment Plan and Blighting Study for the 8111 North Broadway Redevelopment Area.

10. Board Bills for Third Reading – Informal Calendar



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B.B. #59 - Alderwoman Sharon Tyus - An ordinance recommended by the Board of Public Service vacating a portion of air rights for a 15-foot section of Taylor south of Children's Place, adjacent to City Blocks 3970 and 4781-S in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

B.B. #83 - Alderman Michael Browning - An Ordinance establishing a sales tax reimbursement account in support of the project located at 3942 Laclede Avenue, approving a Development and Performance Agreement related to such project and authorizing execution thereof.

11. Resolutions – Informal Calendar

Res. #205 - Alderman Bret Narayan, President Green, Alderman Thomas Oldenburg, Alderwoman Daniela Velazquez, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard, Alderwoman Laura Keys, Alderwoman Pamela Boyd, Alderman Rasheen Aldridge - Ordering a Special Election for the Office of the Sheriff

12. First Reading of Board Bills

None

13. Reference to Committee of Board Bills

None.

14. Second Reading and Report of Standing Committees

a) Do Pass Recommendation



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- LEG** **B.B. #171 - Alderwoman Alisha Sonnier, President Green, Alderman Bret Narayan, Alderwoman Daniela Velazquez, Alderwoman Laura Keys** - An Ordinance amending Section 2 of Ordinance 47423 approved March 2, 1955, relating to requisitions for supplies not under contract, for the purpose of updating departmental minor purchase order thresholds and procurement procedures; and containing a severability clause and an emergency clause.
- PIFU** **B.B. #110 - Alderwoman Sharon Tyus** - An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the northern 109.965 +/- .035 feet of the 20 foot wide north/south alley and the eastern approximately 219 feet of the 15 foot wide east/west alley in City Block 3708 as bounded by St Louis Avenue, Newstead Avenue, Maffitt Avenue and Taylor Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.
- PIFU** **B.B. #111 - Alderwoman Sharon Tyus** - An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the East Taylor Avenue from Broadway to Ouida Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.
- PIFU** **B.B. #136 - Alderman Rasheen Aldridge** - An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian



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and pedestrian travel in a portion of 1) Elliott Avenue from Saint Louis Avenue to Montgomery Street, 2) Montgomery Street from Jefferson Avenue to Elliott Avenue and 3) The 20 foot wide east/west alley beginning at Elliott Avenue and extending eastwardly 259.99 feet to a point in City Block 2365 as bounded by Saint Louis Avenue, Jefferson Avenue, Montgomery Street and Elliott Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

PIFU B.B. #150 - Alderwoman Shameem Clark-Hubbard - Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on 6100 block of Washington in the 10th ward.

PIFU B.B. #159 - Alderman Michael Browning - An ordinance providing for the execution and delivery of a Municipal Stormwater Grant Participation Agreement (the "Agreement"), substantially in the form attached hereto as **Exhibit A**, by and between the City of St. Louis (the "City") and The Metropolitan St. Louis Sewer District ("MSD"), authorizing and directing the Director of the Streets Department (the "Director of Streets") and the Director of the Planning and Urban Design Agency (the "Director of PDA") to apply for and expend funds under the Agreement for the purposes of a floodwall project, and containing an Emergency Clause.

PIFU B.B. #170 - Alderman Bret Narayan - An Ordinance establishing a two-way stop site at the intersection of Forest Avenue and Glades Avenue regulating all traffic traveling north and southbound on Forest Avenue at the intersection of Forest Avenue and Glades Avenue; and containing an emergency clause.



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HHD B.B. #148 - Alderwoman Pamela Boyd - An Ordinance, recommended by the Board of Estimate and Apportionment, appropriating to the Department of Health funds received by the City of St. Louis pursuant to national opioid settlement agreements; authorizing the expenditure of such funds, to the extent received; authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause.

HHD B.B. #156 - Alderman Michael Browning - An ordinance updating the Forestry Division regulations for the planting, maintenance, preservation, and management of trees, shrubs, and plants in the City of St. Louis; containing definitions, administrative, regulatory, penalty, emergency, and severability provisions.

b) Do Not Pass Recommendation
None

c) Without Recommendation
None

15. Report of Special Committees
None

a) Do Pass Recommendation
None

b) Do Not Pass Recommendation
None

c) Without Recommendation
None

16. Board Bills for Perfection – Consent



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B.B. #131 - Alderwoman Jami Cox Antwi , Alderwoman Shameem Clark-Hubbard, Alderman Shane Cohn, Alderwoman Anne Schweitzer, Alderwoman Laura Keys, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderman Rasheen Aldridge - An ordinance providing for the execution and delivery of a First Amendment (the “Amendment”), substantially in the form attached hereto as **Exhibit A**, by and among the City of St. Louis (the “City”), Gateway Foundation, a non-for-profit trust organized under the laws of the State of Missouri (the “Foundation”), and Terrace View, Inc., a Missouri corporation (“Terrace View”), amending the Cooperation Agreement dated August 28, 2007, by and between the City and the Foundation (the “Cooperation Agreement”), and containing an Emergency Clause.

B.B. #132 - Alderwoman Jami Cox Antwi, Alderman Michael Browning - 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.

17. Board Bills for Perfection

B.B. #157AA - Alderwoman Shameem Clark-Hubbard, President Green, Alderwoman Anne Schweitzer, Alderman Shane Cohn, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Laura Keys, Alderman Rasheen Aldridge - 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



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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.

B.B. #160 - Alderwoman Anne Schweitzer, Alderman Shane Cohn, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard, Alderwoman Laura Keys, Alderman Rasheen Aldridge - 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, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and authorizing the transfer of such funds for water infrastructure repair and replacement project purposes; and containing an emergency clause.

18. Report of Engrossment

B.B. #115FS, #158, #128AA, #147AA, #81, #135, #139, #140, #141, #142, #143, #144, #145, #146, #25AAIC, #54AA, #98FS, #137AA,

19. Third Reading and Final Passage of Board Bills – Consent

B.B. #115FS - Alderman Michael Browning, Alderwoman Anne Schweitzer, Alderman Matthew Devoti, Alderwoman Pamela Boyd, Alderwoman Jami Cox Antwi - An ordinance, recommended by the Board of Estimate and Apportionment, appropriating funds totaling Four Million One Hundred Thousand Dollars (\$4,100,000) from those received into the City's Capital fund pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year for the purposes of funding capital maintenance and improvements to the



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City's flood wall as hereinafter detailed and containing an emergency clause.

B.B. #158 - Alderwoman Shameem Clark-Hubbard, Alderwoman Anne Schweitzer, Alderman Shane Cohn, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Laura Keys, Alderman Rasheen Aldridge - 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.

B.B. #128AA - Alderwoman Shameem Clark-Hubbard - An ordinance approving the Petition of owners of real property seeking the creation and establishment of the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "CID"), finding a public purpose for the establishment of the CID and containing a severability clause.

B.B. #147AA - Alderman Michael Browning - An ordinance to amend Ordinance No. 60196, approved January 29, 1987, and to repeal Ordinance No. 64240, approved January 16, 1998, relating to the CWE South Business District, a special business district, established pursuant to the provisions of Sections 71.790 – 71.808 R.S.Mo.; by repealing Section Two of Ordinance No. 64240 which provides for the assessment and collection of an ad valorem tax not to exceed eighty-five cents (\$.85) per one hundred dollars (\$100.00) assessed valuation of real property in the District, with an initial levy of that same rate but not to exceed seven thousand dollars (\$7,000.00), and enacting a new Section Two pertaining to the same subject matter, but imposing an ad valorem tax not to exceed eighty-



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five cents (\$.85) per one hundred dollars (\$100.00) assessed valuation of real property in the District without limitation as to the total assessment; and containing effectiveness, severability, savings, and emergency clauses.

B.B. #81 - Alderwoman Laura Keys - The bill directs the Director of Streets to install speed humps pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394 to calm the flow of traffic on the 3600 and 3700 blocks of Grandel Square and the 3600, 3700 and 3800 blocks of Washington Avenue.

B.B. #135 - Alderwoman Anne Schweitzer - An ordinance pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, directs the Director of Streets to install speed humps to calm the flow of traffic on the 3600 Block of Robert Avenue.

B.B. #139 - Alderwoman Pamela Boyd - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

B.B. #140 - Alderwoman Pamela Boyd - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

B.B. #141 - Alderwoman Pamela Boyd - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

B.B. #143 - Alderwoman Pamela Boyd - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an



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ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

B.B. #144 - Alderwoman Pamela Boyd - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

B.B. #145 - Alderman Bret Narayan - An ordinance repealing Ordinance 62579 and removing Chapter 25.10 of the Revised Code of the City of St. Louis codifying such ordinance.

B.B. #146 - Alderman Matthew Devoti - An amendment to Ordinance 56736, requested by the Interim Sheriff of the City of St. Louis, modernizing the manner in which the Sheriff's Office issues parking identification identifying deputies operating personal vehicles during the performance of their official duties.

B.B. #142 - Alderwoman Pamela Boyd - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

20. Third Reading and Final Passage of Board Bills

B.B. #54AA - Alderwoman Daniela Velazquez, President Green, Alderman Matthew Devoti, Alderwoman Jami Cox Antwi, Alderman Michael Browning, Alderman Rasheen Aldridge - An ordinance submitting to the qualified voters of the City a proposed amendment to the Charter of the City of St. Louis repealing **Section 5 of Article IV of the Charter** in order to have the same non-partisan, top-two runoff system in special elections for Aldermen that is used in regular city elections; providing for an election to be held for



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voting on the proposed amendment and for the manner of voting; and for the publication, certification, deposit, and recording of this ordinance and containing an emergency clause.

B.B. #98FS - Alderwoman Laura Keys, Alderman Rasheen

Aldridge - An Ordinance recommended by the Treasurer of the City in his capacity as Supervisor of Parking Meters, authorizing and directing the City, acting through the Treasurer of the City in his capacity as Supervisor of Parking Meters, to issue revenue bonds in an aggregate principal amount not to exceed \$5 million; establishing the terms of sale of such bonds; appointing a trustee; approving and authorizing the preparation, execution and delivery of necessary or appropriate documents and actions; authorizing the reimbursement of certain amounts previously expended on the project to be financed with the proceeds of the bonds; and containing severability and emergency clauses.

B.B. #137AA - Alderman Matthew Devoti, President Green, Alderwoman Daniela Velazquez, Alderman Shane Cohn, Alderwoman Laura Keys, Alderwoman Alisha Sonnier, Alderman Rasheen Aldridge, Alderwoman Shameem Clark-Hubbard, Alderwoman Anne Schweitzer - An ordinance

submitting to the qualified voters of the City of St. Louis the question of whether to amend the City of St. Louis Charter to modernize language describing City departments, divisions, and other organization, to provide for modern methods of advertisement and publication, to delete obsolete references to Missouri statute, to delete obsolete references to City departments, divisions, or other organization, to revise references to pay scale, to replace pronouns with specific title references, and to standardize capitalization of titles and uniform formatting of numbers; providing for an election to be held for voting on the proposed amendment, for the manner of voting,



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and the publication, certification, deposit, and recording of this ordinance; and containing an emergency clause.

B.B. #25AAIC - Alderman Shane Cohn - An ordinance (the "Ordinance") amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to rental car operations at St. Louis Lambert International Airport and containing a severability clause.

- 21. Report of the Finally Passed and Signing by President**
B.B. #115FS, #158, #128AA, #147AA, #81, #135, #139, #140, #141, #142, #143, #144, #145, #146, #25AAIC, #54AA, #98FS, #137AA,

- 22. First Reading of Resolutions and Reference to Committees**

a) Report from the Personnel and Administration Committee

Portions of this meeting of Board of Aldermen's Personnel and Administration Committee may be closed to the public under the provisions of Section 610.021 (3) in order to permit the members of the Committee to discuss matters related to the hiring, firing, disciplining or promoting of employees of the Board of Aldermen.

- 23. Second Reading Resolutions, Committee Reports & Adoptions**

Res. #239 - Alderwoman Shameem Clark-Hubbard, Alderman Rasheen Aldridge - ADOPTING THE BOARD OF ADJUSTMENTS RULES AND REGULATIONS

Res. #245AA - Alderman Thomas Oldenburg, Alderman Bret Narayan, Alderwoman Daniela Velazquez, Alderman Matthew



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Devoti, Alderwoman Laura Keys - AMENDING THE BOARD OF ALDERMEN RULES

Res. #240 - Alderwoman Anne Schweitzer - SUPPORTING THE EFFORTS TO RECOGNIZE THE CITY OF ST. LOUIS AS A BIRD CITY

24. Courtesy Resolutions

Res. #250 - Alderwoman Laura Keys - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and appreciate Deaconess Ernestine Jones-Gordon for her dedication, service, and commitment to God and to Central Baptist Church.

Res. #251 - Alderwoman Laura Keys - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and commend Ms. Delores Rich (Ms. Dee), to her family, and to the families of Shawn Nunley and Leon Roberts, as a token of appreciation and recognition for their roles in strengthening the fabric of our community.

Res. #252 - Alderwoman Laura Keys - NOW THEREFORE BE IT RESOLVED, the Board of Aldermen honors Leon Roberts and Shawn Nunley for their heroic actions in rescuing Ms. Delores Rich (Ms. Dee) from the freezing waters of O'Fallon Park, demonstrating extraordinary courage, presence of mind, and selflessness in service to others

Res. #253 - Alderman Rasheen Aldridge - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and celebrate the noteworthy impact of Elliot Davis.



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Res. #254 - Alderwoman Laura Keys - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and honor Christine Dragonette for twelve years of exemplary leadership as Director of Social Ministry at St. Francis Xavier College Church, recognizing her tireless commitment to social justice, compassion, and community empowerment.

25. Miscellaneous and Unfinished Business

None

26. Announcements

a) Monday, March 2, 2026

None

Tuesday, March 3, 2026

HUDZ – 11am – Kennedy Room

Wednesday, March 4, 2026

None

Thursday, March 5, 2026

None

Friday, March 6, 2026

Full Board Meeting – 10am – Chambers

27. Excused Aldermen

28. Adjournment

29. Calendar



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**a) SCHEDULE OF ALL FULL BOA MEETINGS AND
HOLIDAYS FOR THE 2025 - 2026 LEGISLATIVE
SESSION**

**(These meeting dates may change and/or additional ones
added throughout the Session)**

**Friday, March 6, 2026 Full Board Meeting
Friday, March 13, 2026 Full Board Meeting
Friday, March 20, 2026 Full Board Meeting (Spring Break
Begins after this meeting)
Monday, April 20, 2026 Full Board Meeting – (Sine Die
Meeting -End of the 2025 – 2026 Legislative Session)
Tuesday, April 21, 2026 Full Board Meeting –Annual
Meeting, Beginning of the 2026 -2027 Legislative Session)
Friday, May 1, 2026 Full Board Meeting- (First Day to
Introduce Board Bills 2026-2027 Legislative Session)**



Sharita N. Rogers
Acting Clerk

BOARD OF ALDERMEN
CITY OF SAINT LOUIS
MISSOURI

(314) 589-6909
Fax: (314) 622-4273
Rogerss@stlouis-mo.gov

February 20, 2026

Mayor Cara Spencer
City Hall, Room 200
1200 Market Street
St. Louis, MO 63103

RE: Board Bill Third Read and Finally Passed

Dear Mayor Spencer:

Please find attached the following Board Bills, which were finally passed by the Board of Aldermen on February 20, 2026.

Board Bill Numbers: 121, 122, 123, 126CS, 129, 133, & 134

Sincerely,

Sharita Rogers
Acting Clerk, Board of Aldermen

Received
01/20/2026



OFFICE OF THE MAYOR
CITY OF ST. LOUIS
MISSOURI

CARA SPENCER
MAYOR

CITY HALL - ROOM 200
1200 MARKET STREET
ST. LOUIS MO 63103
(314) 622-3201

February 19, 2026

Honorable Board of Aldermen
1200 Market St. Room 230
Saint Louis, MO 63103

Dear Members of the Board,

I have the pleasure to submit the following individuals for appointment to the **Waterman/Lake Special Business District**.

- The appointment of **Allan Bathon**, serving as a property owner within the district, whose term will expire on **December 31, 2029**.
- The reappointment of **Peter Tarby**, serving as a property owner within the district, whose term will expire on **December 31, 2029**.
- The reappointment of **Glen Gibb**, serving as a property owner within the district, whose term will expire on **December 31, 2029**.

I respectfully request your approval of this appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cara Spencer", with a long horizontal flourish extending to the right.

Cara Spencer
Mayor



**OFFICE OF THE MAYOR
CITY OF ST. LOUIS
MISSOURI**

**CARA SPENCER
MAYOR**

**CITY HALL - ROOM 200
1200 MARKET STREET
ST. LOUIS MO 63103
(314) 622-3201**

February 24, 2026

Honorable Board of Aldermen
1200 Market St. Room 230
Saint Louis, MO 63103

Dear Members of the Board,

I have the pleasure to submit the following individual for appointment to the **Washington Place Special Business District**.

- The appointment of **Jassen Johnson**, serving as a property owner within the district, whose term will expire on **December 31, 2027**, fulfilling the unexpired term of Daniel Hughes.

I respectfully request your approval of this appointment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cara Spencer", written over the printed name and title.

Cara Spencer
Mayor



**OFFICE OF THE MAYOR
CITY OF ST. LOUIS
MISSOURI**

CARA SPENCER
MAYOR

**CITY HALL - ROOM 200
1200 MARKET STREET
ST. LOUIS MO 63103
(314) 622-3201**

December 22, 2025

Honorable Board of Aldermen
1200 Market St. Room 230
Saint Louis, MO 63103

Dear Members of the Board,

I have the pleasure to submit the following individual for reappointment to the **DeBaliviere Place Special Business District**.

- The reappointment of **Stephanie Brown**, a property owner with the district, whose term will expire on **December 31, 2029**.

I respectfully request your approval of these appointments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cara Spencer", with a long horizontal flourish extending to the right.

Cara Spencer
Mayor

Summary
Board Bill Number 34
As Amended in Committee
Introduced by Alderwoman Laura Keys
June 13, 2025

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic to calm the flow of traffic on the 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500 and 4600 blocks of Lee Avenue.

**BOARD BILL NUMBER 34 AS AMENDED IN COMMITTEE INTRODUCED BY
ALDERWOMAN LAURA KEYS**

1 An ordinance directing the Director of Streets to install speed humps pursuant to **Ordinance**
2 **Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the
3 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500 and 4600 blocks of Lee Avenue.

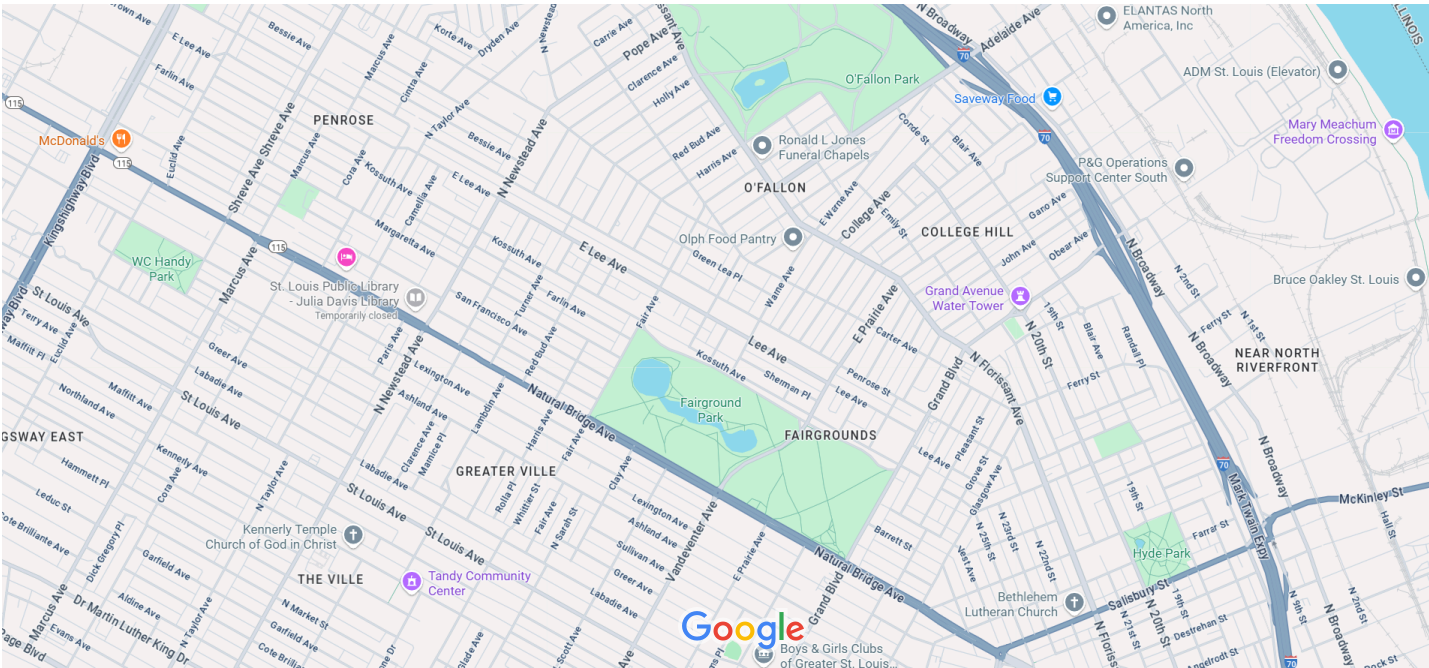
4 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:**

5 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance**
6 **Number 71394** the Director of Streets is hereby directed to install speed humps to calm the
7 flow of traffic at the following locations:

8 Speed humps shall be installed on each of the following blocks of Lee Avenue: the 3600,
9 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500 and 4600 blocks of Lee Avenue.



Board Bill Number 34 As Amended in Committee
Map 3600 - 4600 Blocks of Lee Avenue



Map data ©2025 Google 1000 ft

Summary
Board Bill Number 51
Introduced by Alderwoman Anne Schweitzer
July 2, 2025

This ordinance pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, directs the Director of Streets to install speed humps to calm the flow of traffic in the first ward.

BOARD BILL NUMBER 51 INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER

1 Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an
2 ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in
3 the first ward.

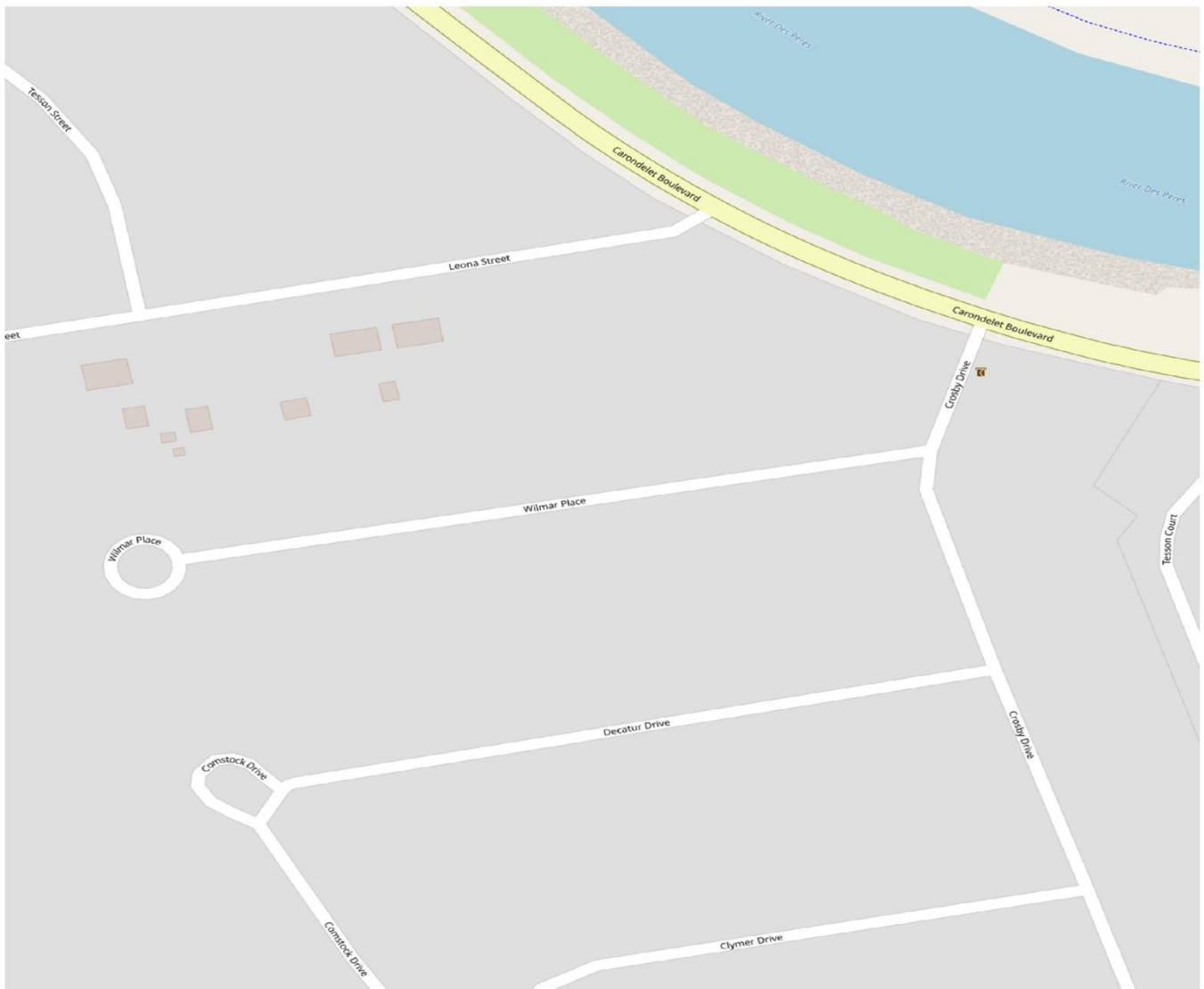
4 **BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:**

5 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number**
6 **71394** the Director of Streets is hereby directed to install speed humps to calm the flow of traffic
7 at the following location(s) in the first ward.

8 1. Speed Hump(s) on the 7800 Block of Wilmar Place

Board Bill Number 51
Exhibit 1 – Map

Exhibit 1
7800 block of Wilmar Place



Summary
Board Bill Number 119
Introduced by Alderwoman Sharon Tyus
December 17, 2025

This Board Bill seeks to approve a Chapter 99 Redevelopment Plan and Blighting Study for the 8111 North Broadway. Redevelopment Area. The project consists of the renovation of a mixed use building in the Baden neighborhood. The prospective redeveloper acquired the property for \$20,000 and plans on renovating the building into event space, offices, and an apartment at the cost of \$75,000. The redeveloper plans to utilize private funds for this project. Based on the Recommended Abatement Map approved October 26, 2018 by Board of Aldermen Resolution 104, the staff recommends a 10-year tax abatement based on 95% of the assessed value of the incremental improvements.

BOARD BILL NUMBER 119 INTRODUCED BY ALDERWOMAN SHARON TYUS

1 An ordinance approving a Redevelopment Plan dated September 23, 2025 ("Plan") for the 8111
2 North Broadway Area ("Area") in the City of St. Louis ("City") after finding that the Area is
3 blighted as defined in Section 99.320 of the Revised Statutes of Missouri, 2016, as amended, (the
4 "Statute" being Sections 99.300 to 99.715 inclusive), finding that there shall be available 10-year
5 tax abatement (10 years based on 95% of the assessed value of the incremental improvements); and
6 pledging cooperation of the Board of Aldermen.

7 **WHEREAS**, the predominance of insanitary or unsafe conditions, deterioration of site
8 improvements, or the existence of conditions which endanger life or property by fire and other
9 causes, or any combination of such factor in the Area, retards the provision of housing
10 accommodations or constitutes an economic or social liability or a menace to the public health,
11 safety, or welfare in its present condition and use, said Area being more fully described in
12 **Attachment "A"**; and

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

16 **WHEREAS**, there is a need for the Land Clearance for Redevelopment Authority of the
17 City of St. Louis ("LCRA"), a public body corporate and politic created under Missouri law, to
18 undertake the development of the above described Area as a land clearance project ("Project")
19 under said Statute, pursuant to plans by or presented to the LCRA under Section 99.430.1 (4); and

20 **WHEREAS**, the LCRA has recommended such a plan to the Planning Commission of the
21 City of St. Louis ("Planning Commission") and to this St. Louis Board of Aldermen ("Board"),
22 titled "Blighting Study and Plan for the 8111 North Broadway Area," dated September 23, 2025

1 consisting of a Title Page, Table of Contents Pages, and nine (9) numbered pages, and **Exhibits A-**
2 **G** attached hereto and incorporated herein as **Attachment "B"** ("Plan"); and

3 **WHEREAS**, under the provisions of the Statute it is required that this Board take such
4 actions as may be required to approve the Plan; and

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

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

11 **WHEREAS**, the Plan has been presented and recommended by LCRA to this Board for
12 review and approval; and

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

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

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

21 **WHEREAS**, this Board is cognizant of the conditions which are imposed on the
22 undertaking and carrying out of the Project, including those relating to prohibitions against

1 discrimination because of race, color, familial status, national origin or ancestry, sex, marital status,
2 age, sexual orientation, gender identity or expression, religion or disability; and

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

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

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

10 **SECTION ONE.** There exists within the City a blighted area, as defined by Section 99.320 of the
11 Revised Statutes of Missouri, 2016, as amended, (the "Statute" being Sections 99.300 to 99.715
12 inclusive, as amended) described in **Attachment "A"**, attached hereto and incorporated herein,
13 known as the 8111 North Broadway Area.

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

17 **SECTION THREE.** The Area qualifies as a redevelopment area in need of
18 redevelopment under the provision of the Statute, and the Area is blighted as defined in Section
19 99.320 of the Statute.

20 **SECTION FOUR.** The Blighting Study and Plan for the Area, dated September 23, 2025,
21 having been duly reviewed and considered, is hereby approved and incorporated herein by
22 reference, and the President or Clerk of this Board is hereby directed to file a copy of said Plan
23 with the Minutes of this meeting.

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

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

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

9 **SECTION EIGHT.** The Plan for the Area provides that the LCRA may not acquire any
10 property in the Area by the exercise of eminent domain.

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

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

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

20 (a) Pledges its cooperation in helping to carry out the Plan;

21 (b) Requests the various officials, departments, boards and agencies of the City, which
22 have administrative responsibilities, likewise to cooperate to such end and to execute their
23 respective functions and powers in a manner consistent with the Plan; and

1 (c) Stands ready to consider and take appropriate action upon proposals and measures
2 designed to effectuate the Plan.

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

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

14 (a) To use the property in accordance with the provisions of the Plan, and be bound by
15 the conditions and procedures set forth therein and in this Ordinance;

16 (b) That in undertaking construction under the agreement with the LCRA and the Plan,
17 bona fide Minority-Owned Business Enterprises ("MBEs") and Women-Owned Business
18 Enterprises ("WBEs") will be solicited and fairly considered for contracts, subcontracts and
19 purchase orders;

20 (c) To be bound by the conditions and procedures regarding the utilization of MBEs
21 and WBEs established by the City;

22 (d) To adhere to the requirements of Ordinance Nos. 69427, 70767, 71094, and 71962
23 and Executive Order 91, as may be amended or supplemented, pertaining to MBE and WBE

1 participation, workforce participation, and prevailing wage compliance, to the extent the provisions
2 of those ordinances apply to the Project and are not otherwise prohibited by federal anti-
3 discrimination law;

4 (e) To comply with the requirements of Ordinance 60275 of the City;

5 (f) To cooperate with those programs and methods supplied by the City with the
6 purpose of accomplishing, pursuant to this paragraph, minority and women subcontractors and
7 material supplier participation in the construction under this Agreement. The Redeveloper will
8 report semi-annually during the construction period the results of its endeavors under this
9 paragraph, to the Office of the Mayor and the President of this Board; and

10 (g) That the language of this Section Thirteen shall be included in its general
11 construction contract and other construction contracts let directly by Redeveloper.

12
13 The term "Redeveloper" as used in this Section shall include its successors in interest and
14 assigns.

15 **SECTION FOURTEEN.** Pursuant to Section 99.715, RSMo, nothing in the Plan shall
16 prevent the City Assessor from increasing or decreasing the assessed value of the any real property
17 or portion thereof that is not subject to a Certificate of Qualification of Tax Abatement properly
18 filed with the City Assessor.

19 All unabated ad valorem real estate taxes and PILOTs shall be collected by the City Collector of
20 Revenue in the same manner as regular ad valorem real estate taxes.

21 The Redeveloper(s) may seek ten (10) year ad valorem real estate tax abatement (the "Tax
22 Abatement Period") pursuant to Sections 99.700 – 99.715, RSMo, as amended, upon application as
23 provided therein. LCRA shall provide the Redeveloper(s) with a Certificate of Qualification of

1 Tax Abatement as provided in Section 99.700, RSMo, and any redevelopment agreement, and the
2 Redeveloper shall file such certificate with the City Assessor within thirty (30) days receipt thereof
3 as required by Section 99.705, RSMo. The City Assessor shall, promptly after receipt of the
4 certificate, provide a written certification of the current assessed value of the then-existing
5 applicable real property or portion thereof (the “Base Assessed Value”) to the Redeveloper(s).

6 During the Tax Abatement Period, and subject to continued compliance with the Plan and
7 any redevelopment agreement, the Redeveloper(s) (or subsequent owners of the applicable real
8 property or portion thereof) shall pay unabated ad valorem real estate taxes and make additional
9 payments in lieu of taxes (“PILOTs”) as follows:

10 During each year of the Tax Abatement Period, unabated ad valorem real estate taxes will be
11 imposed based on the then-current tax levy rates and the Base Assessed Value of the applicable
12 real property or portion thereof pursuant to Section 99.710, RSMo; and

13 During each year of the Tax Abatement Period, PILOTs shall equal:

14 In each of years one through ten of the Tax Abatement Period, an amount equal to five percent
15 (5%) of the difference between the ad valorem real estate taxes that would be due if there were no
16 abatement and the amount of taxes actually due (as described above); and

17 The tax abatement described above shall not apply to special assessments and shall not
18 serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing
19 jurisdiction with respect to the applicable real property or portion thereof, except as expressly
20 described above. Pursuant to Section 99.715, RSMo, nothing in the Plan shall prevent the City
21 Assessor from increasing or decreasing the assessed value of the any real property or portion
22 thereof that is not subject to a Certificate of Qualification of Tax Abatement properly filed with the
23 City Assessor.

1 All unabated ad valorem real estate taxes and PILOTs shall be collected by the City Collector of
2 Revenue in the same manner as regular ad valorem real estate taxes.

3 **SECTION FIFTEEN.** Any proposed modification which will substantially change the
4 Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was
5 first approved. Modifications which will substantially change the Plan include, but are not
6 necessarily limited to, modifications on the use of eminent domain, to the length of tax abatement,
7 or to the boundaries of the Area. The Plan may be otherwise modified (e.g. development schedule)
8 by the LCRA in accordance with its July 24, 2018 policy governing time extensions as may be
9 amended.

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



Board Bill Number 119
Attachments A and B

BLIGHTING STUDY AND REDEVELOPMENT PLAN
FOR THE

8111 North Broadway
Redevelopment Area

PROJECT # 2484

September 23, 2025

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF THE CITY OF ST. LOUIS

MAYOR CARA SPENCER

BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR 8111 NORTH BROADWAY REDEVELOPMENT AREA

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EXHIBITS

"A"	LEGAL DESCRIPTION
"B"	PROJECT AREA PLAN
"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
"E"	EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES
"F"	BLIGHTING REPORT
"G"	SUSTAINABILITY REPORT

A. EXISTING CONDITIONS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 8111 North Broadway Redevelopment Area ("Area") encompasses approximately .06 acres in the Baden neighborhood of the City of St. Louis ("City").

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

2. GENERAL CONDITIONS OF THE AREA

The Area comprises a portion of City Blocks 4255.00, and includes 8111 North Broadway. The Area is in fair condition. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" (Project Area Plan) and enumerated in Exhibit "F" (Blighting Report).

Unemployment figures, computed by the Missouri State Employment Service, indicate a 3.9% unemployment rate for the City as of July 2025. It is estimated that this rate is prevalent for residents of the neighborhoods surrounding the Area.

There are no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area includes an partially occupied mixed use property.

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

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

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

Residential density for the surrounding neighborhoods is approximately 12.03 persons per acre in the Baden neighborhood.

5. CURRENT ZONING

The Area is currently zoned "G" Local Commercial and Office District, by the City of St. Louis Zoning Code, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The property within the Area is partially occupied and, in the conditions, outlined in Exhibit "F". The existence of deteriorated property constitutes an economic or social liability to the

City and presents a hazard to the health and well-being of its citizens. The preponderance of properties in the Area has been determined to be blighted within the meaning of Section 99.300 et seq. of the Revised Statutes of Missouri (the Land Clearance for Redevelopment Authority Law) as evidenced by the Blighting Report attached hereto, labeled Exhibit "F" and incorporated herein by this reference.

B. PROPOSED DEVELOPMENT AND REGULATIONS

1. REDEVELOPMENT OBJECTIVES

The primary objectives of this Plan are to eliminate blight within the Area and to facilitate the redevelopment of the Area into productive mixed uses.

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. As Amended this Redevelopment Plan contributes to the sustainability of the City as outlined in the Sustainability Report (Exhibit G).

2. PROPOSED LAND USE OF THE AREA

The proposed land uses for the Area are mixed uses permitted in zones designated "G" Local Commercial and Office District, by the City of St. Louis Zoning Code. Redeveloper(s) authorized by the Land Clearance for Redevelopment Authority of the City of St. Louis ("LCRA") to redevelop property in the Area (hereafter referred to as "Redeveloper(s)") shall not be permitted to use the property within the Area only for residential use.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area. The General Plan of the City which includes the "Strategic Land Use Plan" (as amended 2025).

3. PROPOSED ZONING

The zoning for the Area can remain "G" Local Commercial and Office District. All land coverage and building intensities shall be governed thereby.

4. RELATIONSHIP TO LOCAL OBJECTIVES

The proposed land uses, zoning, public facilities and utility plans are appropriate and consistent with local objectives as defined by the General Plan of the City of St. Louis which includes the "Strategic Land Use Plan of the City of St. Louis" (2025). Any specific proposal to the LCRA for redevelopment of the Area or any portion of the Area shall contain, among other things, adequate provisions for traffic, vehicular parking, safety from fire, adequate provisions for light and air, sound design and arrangement and improved employment opportunities.

5. PROPOSED EMPLOYMENT FOR THIS AREA

There are 2 new jobs are proposed for the area.

6. CIRCULATION

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

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

7. BUILDING AND SITE REGULATIONS

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

A Redeveloper(s) shall redevelop the Area in accordance with this Plan and the redevelopment agreement (if any) ("Agreement"), and shall maintain all structures, equipment, paved areas, and landscaped areas controlled by the Redeveloper(s) in good and safe order both inside and outside, structurally and otherwise, including necessary and proper painting. Failure to meet these requirements may result in suspension of tax abatement.

8. URBAN DESIGN

a. Urban Design Objectives

The properties shall be redeveloped such that it is an attractive mixed- use asset to the surrounding neighborhood.

b. Urban Design Regulations

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

2.) Exterior Materials All new building materials on facades visible from the street(s) shall be compatible in type and texture with the dominant materials of adjacent buildings. Artificial masonry such as "Permastone" is not permitted. A submission of all building materials shall be required prior to approval.

c. Sidewalk Maintenance

Existing, healthy trees shall be retained, if feasible. Sidewalks shall be repaired/replaced to insure safe walkability in the city.

9. PARKING REGULATIONS

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

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, this Plan and agreements between the LCRA and the Redeveloper(s).

11. BUILDING, CONDITIONAL USE, AND SIGN PERMITS

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

12. PUBLIC IMPROVEMENTS

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

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

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

C. PROPOSED SCHEDULE OF REDEVELOPMENT

It is estimated that the implementation of this Plan will take place in a single phase initiated within approximately one (1) year of the effective date of the City ordinance approving this plan and completed within approximately three (3) years of the effective date of the City ordinance approving this plan.

The LCRA may alter the above schedule in accordance with its July 24, 2018 policy governing time extensions, as may be amended.

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the redevelopment of the Area will be borne by the Redeveloper(s).

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

2. PROPERTY ACQUISITION

The Project Area Plan-Acquisition Map, Exhibit “D” attached, identifies all the properties located in the Area. The LCRA may not acquire any property in the Area by the exercise of eminent domain.

3. PROPERTY DISPOSITION

If the LCRA acquires property in the Area, it may sell or lease the property to Redeveloper(s) who shall agree to redevelop such property in accordance with this Plan and the Agreement between such Redeveloper(s) and the LCRA. Any property acquired by the LCRA and sold to Redeveloper(s) will be sold at not less than its fair value, taking into account and giving consideration to those factors enumerated in Section 99.450, R.S.Mo. (2016) as amended, for uses in accordance with this Plan.

4. RELOCATION ASSISTANCE

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

E. COOPERATION OF THE CITY

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

F. TAX ABATEMENT

The Redeveloper(s) may seek ten (10) year ad valorem real estate tax abatement (the “Tax Abatement Period”) pursuant to Sections 99.700 – 99.715, RSMo, as amended, upon application as provided therein. LCRA shall provide the Redeveloper(s) with a Certificate of Qualification of Tax Abatement as provided in Section 99.700, RSMo, and any redevelopment agreement, and the Redeveloper shall file such certificate with the City Assessor within thirty (30) days receipt thereof as required by Section 99.705, RSMo. The City Assessor shall, promptly after receipt of the certificate, provide a written certification of the current assessed value of the then-existing applicable real property or portion thereof (the “Base Assessed Value”) to the Redeveloper(s).

During the Tax Abatement Period, and subject to continued compliance with the Plan and any redevelopment agreement, the Redeveloper(s) (or subsequent owners of the applicable real property or portion thereof) shall pay unabated ad valorem real estate taxes and make additional payments in lieu of taxes (“PILOTs”) as follows:

- During each year of the Tax Abatement Period, unabated ad valorem real estate taxes will be imposed based on the then-current tax levy rates and the Base Assessed Value of the applicable real property or portion thereof pursuant to Section 99.710, RSMo; and
- During each year of the Tax Abatement Period, PILOTs shall equal:

In each of years one through ten of the Tax Abatement Period, an amount equal to five percent (5%) of the difference between the ad valorem real estate taxes that would be due if there were no abatement and the amount of taxes actually due (as described above); and

The tax abatement described above shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the applicable real property or portion thereof, except as expressly described above. Pursuant to Section 99.715, RSMo, nothing in the Plan shall prevent the City Assessor from increasing or decreasing the assessed value of the any real property or portion thereof that is not subject to a Certificate of Qualification of Tax Abatement properly filed with the City Assessor.

All unabated ad valorem real estate taxes and PILOTs shall be collected by the City Collector of Revenue in the same manner as regular ad valorem real estate taxes.

G. COMPLIANCE WITH AFFIRMATIVE ACTION AND NONDISCRIMINATION LAWS AND REGULATIONS

1. LAND USE

A Redeveloper(s) shall not discriminate on the basis of race, color, familial status, national origin, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

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

3. LAWS AND REGULATIONS

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

4. ENFORCEMENT

All of the provisions of this Section G shall be incorporated in an Agreement between the LCRA and a Redeveloper(s), which Agreement shall be recorded in the office of the Recorder of Deeds. The provisions of G (1) and G (3) shall be covenants running with the land, without limitation as to time, and the provisions of G (2) shall be for the duration of this Plan and any extension thereof.

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

H. MODIFICATIONS OF THIS PLAN

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

This Plan may be otherwise modified by LCRA (e.g. urban design regulations, development schedule) in accordance with its July 24, 2018 policy governing time extensions, as may be amended.

I. DURATION OF REGULATION AND CONTROLS

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

J. EXHIBITS

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

K. SEVERABILITY

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

8111 NORTH BROADWAY

LEGAL DESCRIPTION

C.B. 4255 BROADWAY,

0.077 ACS, GIMBLIN ESTATE ADDN,

LOT SE 10

Parcel # 4255-9-060.000

Project Area Plan



Exhibit B

Proposed Land Use



Exhibit C

Acquisition Map



Exhibit D

Equal Opportunity and Non-Discrimination Guidelines

In any contract for work in connection with the redevelopment of any property in the Area, the Redeveloper(s) (which term shall include Redeveloper(s), any designees, successors and assigns thereof, any entity formed to implement the Project of which the Redeveloper(s) is affiliated), its contractors and subcontractors shall comply with all federal, state, and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination (Laws). Moreover, the Redeveloper(s) shall contractually require its contractors and subcontractors, and the contractors and subcontractors of its commercial tenants, to comply with such laws.

The Redeveloper(s) and its contractors will not contract or subcontract with any party known to have been found in violation of any such Laws, ordinances, regulations, or these guidelines.

The Redeveloper(s) shall fully comply with Ordinance Nos. 64927, 70767, and 71094, as may be amended or supplemented, pertaining to minority-owned and women-owned business participation, workforce development, and prevailing wage compliance, to the extent the provisions of those ordinance apply to the Project.

The Redeveloper(s) agree(s) for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Redeveloper(s), its successors or assigns upon the basis of race, color, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion, or disability in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interest may appear in the Project.

The Redeveloper(s) of non-residential properties shall fully comply (and ensure compliance by “anchor tenants”) with the provisions of St. Louis City Ordinance #60275 (First Source Jobs Policy) which is codified in Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

Blighting Report

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including, unsanitary and unsafe conditions, deterioration or inadequate site improvements, and conditions which endanger life or property by fire or other causes. The Area is comprised of a single occupied commercial structure.

As a result of these factors the property in the Area is an economic liability for the City, its residents, and the taxing districts that depend upon it as a source of revenue to provide necessary public services. The physical and economic condition of the property in the Area endangers the health, safety, and general welfare of the public. Therefore, the Area qualifies as a "Blighted Area" as defined in §99.320.3 and §353.020.2 of the Revised Statutes of the Missouri, as amended.

The chart below and the subsequent photographs of site conditions of the Area serve as documentary evidence of the presence of blight within the Area.

Considerations of Blight	Yes	No
Does the Subject Area have insanitary or unsafe conditions? If yes, explain.	X	
Upper Floors are unfit for occupancy. Needs to be built out		
Does the Subject Area have deterioration of site conditions? If yes, explain.	X	X
Does the Subject Area have conditions which endanger life or property by fire or other cause? If yes, explain. The vacant portions of the building are more accessible to arson.	X	
Does the Subject Area diminish the provision of housing accommodation in its current condition? If yes, explain.	X	
The current condition of the upper floors will not be sufficient for housing		
Does the Subject Area constitute an economic liability? If yes, explain.	X	
The vacancy of the upper units is an economic liability for the City.		
Does the Subject Area constitute a social liability? If yes, explain.	X	
Vacant units are a social liability for the City and the surrounding neighborhood.		
Is the Subject Area detrimental to public health, safety, and general welfare because of the dilapidation, deterioration, age, or obsolescence of its structures? If yes, explain.	X	
Many of the windows are inoperable. There are extensive foundational and structural problems including severely cracked foundation wall, cracking in exterior walls, and raised concrete slabs. The roof leaks and needs to be replaced. There is damage to exterior concrete overhangs as well as delamination in areas of the brick and slate façade.		
Is the Subject Area detrimental to public health, safety, and general welfare because of a lack of air sanitation and/or open space? If yes, explain.		X
Is the Subject Area detrimental to public health, safety, and general welfare because of overcrowding of buildings or land? If yes, explain.		X



Sustainability Report

One of the primary objectives of the *City of St. Louis Sustainability Plan* (2013) is to “use the City’s limited resources in efficient and innovative ways, and foster revitalization to promote a vibrant, attractive, prosperous and healthy community for present and future generations. To that end, it is the intention of the LCRA of the City of St. Louis to support economic development efforts that furthers the sustainability goals of the City. The following chart represents the ways in which the objectives of this Redevelopment Plan align with selected Functional Categories and Objective of the *City of St. Louis Sustainability Plan*.

URBAN CHARACTER, VITALITY AND ECOLOGY		MEETS	DOES NOT MEET	NOT APPLICABLE
<i>Objective A: Support Designated Districts that Focus on Job Creation and Economic Prosperity</i>				
A1	Reinforce the City’s Central Corridor as the dynamic heart of the region.		X	
A3	Develop designated areas via incentives for green and technical industries.			X
A4	Increase riverfront development and provide safe public access and associated recreational activity.			X
A5	Provide development incentives to encourage transit-oriented development.		X	
<i>Objective B: Develop Healthy, Compact, Transit Served Smart Neighborhoods</i>				
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets.	X		
B2	Update local street design standards and implement the Complete Streets Ordinance.			X
B3	Create Citywide and multiple neighborhood-scale mobility plans.			X
B4	Discourage development that reduces transit, bike, and pedestrian activity.	X		
<i>Objective C: Strengthen Use, Access, and Programming of Civic Amenities, Public Spaces, and Streets</i>				

EXHIBIT "G"

C1	Design public spaces and neighborhood streets as gathering spaces for people.			X
C5	Maintain public spaces and neighborhood streets.	X		
<i>Objective D: Support and Increase the City's Greenspace, Including its Existing Park System and Urban Tree Canopy</i>				
D7	Expand the City's urban tree canopy.			X
<i>Objective E: Promote Urban Conservation and Revitalization of the City's Unique Biodiversity and Natural Resources</i>				
E1	Celebrate and increase activity along the Mississippi Riverfront.			X
E2	Remove/change infrastructure to improve riverfront access.			X
<i>Objective F: Preserve the City's Historically and Architecturally Significant Districts, Buildings, Landmarks, and Landscapes</i>				
F1	Preserve and reuse buildings as a means of achieving sustainability.	X		
F2	Continue to integrate preservation into the planning and building approval process.		X	
F4	Protect historic residential and commercial properties vulnerable to foreclosure, tax forfeiture, or demolition.	X		
F5	Promote the redevelopment of historic homes and commercial properties.	X		
<i>Objective G: Increase Access to Affordable Housing in Neighborhoods with Access to Transit and Amenities</i>				
G1	Develop affordable housing in concert with long-range transit and economic development planning.			X
G2	Encourage mixed income/use affordable housing in high amenity neighborhoods.			X
G4	Integrate low-income housing into market-rate and mixed-use developments.			X

EXHIBIT "G"

G6	Experiment with new ways to raise funds and create partnerships to build sustainable and affordable housing.			X
G8	Offer housing that is energy efficient and environmentally sustainable.			X
<i>Objective H: Encourage Creative, Smart, and Sustainable Uses for Under-Utilized Land and Buildings</i>				
H4	Continue to remove site contamination and promote brownfields redevelopment.			X
<i>Objective I: Build a Vibrant, Community-Based Urban Agriculture Industry</i>				
I4	Ensure urban agriculture is a profitable, viable enterprise.			X
<i>Objective J: Facilitate Place-Based, Integrated Sustainability Planning</i>				
J4	Preserve neighborhood residential areas, and commercial and mixed uses on corners and major urban corridors.	X		
J5	Increase the effectiveness of major commercial corridors.	X		
J6	Develop codes for transit-oriented development districts.			X
ARTS, CULTURE AND INNOVATION		MEETS	DOES NOT MEET	NOT APPLICABLE
<i>Objective A: Utilize the Arts, Culture, Design, Creative, and Innovation Industries for Economic and Community Development</i>				
A4	Encourage the development of affordable artist housing, studios and venues.			X
A5	Diversify the City's range of arts, creative, and innovation industries.			X
<i>Objective C: Develop Multi-Use, Transit Accessible Arts and Cultural Districts</i>				

EXHIBIT "G"

C2	Facilitate development of arts, culture, and innovation TODs.			X
C5	Target developing arts and cultural districts for streetscape and public space improvements.			X
<i>Objective E: Encourage Public Art and Design that Builds Vibrancy and Identity</i>				
E1	Use distinctive public art, architecture, landscape, and streetscape to build City and neighborhood identity.			X
<i>Objective F: Promote and Develop Arts, Cultural, and Innovation Facilities, Resources, and Events</i>				
F1	Revitalize existing, and develop new, arts and cultural facilities.			X
EMPOWERMENT, DIVERSITY AND EQUITY		MEETS	DOES NOT MEET	NOT APPLICABLE
<i>Objective E: Reduce Homelessness, and Support Low Income Families and the Unemployed</i>				
E4	Expand the capacity to create additional affordable housing units.			X
E5	Create pathways for qualified low-income families to become homeowners.			X
<i>Objective F: Ensure Equal Access to Amenities, Business Opportunities, Transportation, and Safe and Healthy Neighborhoods</i>				
F1	Address blighting and environmental health hazards.	X		
F6	Ensure the application of universal design and accessibility codes.			X
HEALTH, WELL-BEING, AND SAFETY		MEETS	DOES NOT MEET	NOT APPLICABLE
<i>Objective A: Advance Positive Behavior, Nonviolent Conflict Resolution, and Crime Prevention</i>				

EXHIBIT "G"

A5	Plan and design buildings, spaces, and environments for safety.			X
<i>Objective B: Reduce Toxins in the Environment</i>				
B5	Reduce exposures of lead-based paint poisoning and remediate lead-based paint hazards.			X
<i>Objective C: Increase Access to Healthy, Local Food, and Nutritional Information</i>				
C1	Eliminate food deserts and improve access to fresh produce.			X
C3	Support urban agriculture opportunities in the City.			X
<i>Objective D: Encourage Physical Activity, Fitness, and Recreation</i>				
D4	Design buildings to encourage physical activity.			X
INFRASTRUCTURE, FACILITIES AND TRANSPORTATION		MEETS	DOES NOT MEET	NOT APPLICABLE
<i>Objective A: Facilitate Affordable, Efficient, Convenient, Accessible Safe, and Healthy Transport of People and Goods</i>				
A1	Advance the City of St. Louis as a transportation hub.			X
A2	Encourage transit-oriented development.		X	
<i>Objective E: Manage Stormwater and Wastewater to Protect and Enhance Property and Natural Space</i>				
E3	Use pilot projects to explore ways to achieve net zero stormwater discharge.			X
<i>Objective G: Advance Health and Resource Efficiency in Buildings</i>				
G2	Strive for the highest levels of energy efficiency and maximize the deployment of clean energy solutions in buildings.	X		
G3	Ensure building and site development integrates with natural site ecology.	X		

EXHIBIT "G"

G4	Advance the use of high efficiency building related water systems and technologies.	X		
G5	Encourage re-use of materials and divert waste from landfills.	X		
G6	Provide healthy interior environments in commercial and public buildings.	X		
PROSPERITY, OPPORTUNITY AND EMPLOYMENT		MEETS	DOES NOT MEET	NOT APPLICABLE
<i>Objective B: Market the City's Assets and Special Competencies</i>				
B1	Increase the inventory and availability of business and industrial real estate through environmental cleanup and land assembly.		X	
B2	Encourage small scale redevelopment with economic incentives.		X	
B4	Leverage the Mississippi River as an inexpensive transportation, drinking water, and recreation resource.			X
<i>Objective C: Nurture Innovation in Business, Government, and Philanthropy</i>				
C3	Focus on small and local businesses as a key part of the City economy.			X
C4	Reuse existing buildings for inexpensive incubation of entrepreneurial ideas.		X	
<i>Objective D: Maximize Economic Productivity by Enhancing Neighborhood Quality of Life</i>				
D1	Pursue transit-oriented development at MetroLink stations and major bus nodes to encourage more walking and fewer carbon emissions.		X	
D5	Market and encourage living within the City of St. Louis for recent college graduates.			X
<i>Objective E: Redevelop Real Estate Using Sustainability Practices</i>				

EXHIBIT "G"

E3	Promote flexible development approaches by developers, landowners, and business firms.	X		
E4	Direct new commercial and mixed-use development to designated corridors and districts that demonstrate appropriate market support and localized leadership.	X		
<i>Objective G: Strategically Invest in Forward-Thinking Ideas</i>				
G3	Foster innovation.	X		

BOARD BILL NUMBER 119

FISCAL NOTE

Preparer's Name Zachary Wilson

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

Bill Sponsors Alderwoman Tyus

Bill Synopsis:	This Board Bill seeks to approve a Chapter 99 Redevelopment Plan and Blighting Study for the 8111 North Broadway. Redevelopment Area. The project consists of the renovation of a mixed use building in the Baden neighborhood. The prospective redeveloper acquired the property for \$20,000 and plans on renovating the building into event space, offices, and an apartment at the cost of \$75,000. The redeveloper plans to utilize private funds for this project. Based on the Recommended Abatement Map approved October 26, 2018 by Board of Aldermen Resolution 104, the staff recommends a 10-year tax abatement based on 95% of the assessed value of the incremental improvements.
Type of Impact:	None this year.
Agencies Affected:	None

SECTION A

Does this resolution 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.

(01/2017)

- An execution or initiation of an activity as a result of federal or state mandates or requirements? _____Yes ___X___No.
- A capital improvement project that increases operating costs over the current adopted city budget? _____Yes ___X___No.
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? _____Yes ___X___No.

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

SECTION B

- Does the bill require the construction of any new physical facilities? _____Yes _____No.
 - If yes, describe the facilities and provide the estimated cost:

- 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:

- 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:

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.

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

- Describe any assumptions used in preparing this fiscal note:

NA-	No	expenditures	will	occur	with	this
bill						

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

_____ SLDC _____

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

_____ Yes _____ No. **X**

 - If yes, by whom? _____.

Estimated Fiscal Impact of Tax Abatement on Affected Taxing Jurisdictions in 2026 + 8111 North Broadway			
% Of Tax Abatement		95%	
Residential rate=\$8.3818/\$100** Commercial rate=\$10.0218**	Est. Annual Share of Property Tax Fractions	Est. Annual Revenue (Yr)	Est. Annual Revenue (Yr)
		1 to 10	11 +
State - Blind Pension	0.0300	\$11	\$16
School District - General Fund	5.1211	\$1,826	\$2,756
St. Louis Community College	0.2185	\$78	\$118
Metropolitan Sewer District (MSD)	0.1196	\$43	\$64
Library District	0.5600	\$200	\$301
Zoo, Museum, & Botanical Garden	0.2795	\$100	\$150
Community Mental Health	0.0900	\$32	\$48
Sheltered Workshop	0.1500	\$53	\$81
Community Children Service Fund	0.1900	\$68	\$102
City of St. Louis		\$0	
Municipal Operation	1.4900	\$531	\$802
Interest and Public Debt	0.1331	\$47	\$72
M & M Surtax (Commercial Only)	1.6400	\$585	\$883
Total Annual Revenues	10.0218	\$3,573	\$5,394
Total Value of the Tax Abatement		\$18,208	

ASSUMPTIONS:

18478

Summary
Board Bill Number 59
Introduced by Alderwoman Sharon Tyus
July 11, 2025

The overall purpose for this bill is to conditionally vacate the following air space.

Air rights over Finney Avenue adjoining City Blocks 4558 and 4561 and beginning approximately 274.95 feet west of Pendleton and continuing for 70 feet.

The Petitioner is Ranken Technical College.

The vacated portion of air space will be used to connect two buildings on campus.

BOARD BILL NUMBER 59 INTRODUCED BY ALDERWOMAN SHARON TYUS

1 An ordinance recommended by the Board of Public Service vacating a portion of air rights for a
2 15 foot section of Taylor, south of Children's Place, adjacent to City Blocks 3970 and 4781-S in the
3 City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in
4 conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such
5 vacation.

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

7 **SECTION ONE:** Subject to the terms and conditions hereinafter set forth the "air rights"
8 or "air space" above that portion of Finney Avenue, which is described as follows:
9

10 A tract of land between elevation 519.50 to elevation 550.00 (NAVD88 Datum),
11 being a portion of Finney Avenue, 70 feet wide, adjoining City Blocks 4558 and
12 4561, of the City of St. Louis, Missouri, said tract being more particularly described
13 as follows:

14 Commencing at the intersection of the southwestern right of way line
15 of Finney Avenue, 70 foot wide, and the northwestern right of way
16 line of Pendleton Avenue, 60 foot wide, also being the eastern corner
17 of City Block 4561; Thence along said southwestern right of way
18 line, north 60 degrees 52 minutes 57 seconds west, a distance of
19 274.95 feet to the point of beginning; Thence continuing along said
20 southwestern right of way line, north 60 degrees 52 minutes 57
21 seconds west, a distance of 70.00 feet to the northwestern line of the

1 hereinafter described vacation; thence leaving said southwestern
2 right of way line, along said northwestern line, north 29 degrees 07
3 minutes 03 seconds east, a distance of 70.00 feet to the northeastern
4 right of way line of said Finney Avenue; thence along said
5 northwestern right of way, south 60 degrees 52 minutes 57 seconds
6 east, a distance of 70.00 feet to the southeastern line of said herein
7 described vacation; thence leaving said northeastern right of way
8 line, along said southeastern line, south 29 degrees 07 minutes 03
9 seconds west, a distance of 70.00 feet to the point of beginning.

10 The above described vacation containing 4,900 square feet is based
11 upon an actual boundary survey executed by Cole and Associates,
12 Inc.

13 are, upon the conditions hereinafter set out, vacated.

14 **SECTION TWO:** Petitioner is Ranken Technical College. Vacation will be used for
15 elevated, enclosed pedestrian walkway to connect two campus buildings.

16 **SECTION THREE:** An appropriate application shall be filed with the Building Division
17 and there shall be submitted detailed plans for the erection, construction and use of the buildings,
18 structures and related facilities which are to be constructed over the areas described in Section One.

19 **SECTION FOUR:** Notwithstanding any provisions of the Revised Code of St. Louis or
20 the Ordinances of the City of St. Louis to the contrary, the Board of Public Service and the Building
21 Division are hereby authorized and directed to issue building permits for the erection, construction

Page 2 of 5
Board Bill Number 59
Tyus
July 11, 2025

1 and use of buildings, structures and related facilities, as well as any future additions, alterations or
2 improvements thereto and renewals and rebuilding thereof, in the areas vacated pursuant to the
3 provisions of Section One hereof when the Building Division shall find that:

4 1. The proposed plans and specifications of such buildings, structures and related facilities
5 are such that said buildings, structures and related facilities will be located within the
6 boundaries of the areas vacated by Section One.

7 2. The proposed manner of construction pursuant to the proposed plans and specifications
8 of such buildings, structures and related facilities shall be such as to not unduly interfere
9 with traffic on the public right-of-way.

10 3. Materials proposed in the plans and specifications to be used in constructing the said
11 buildings, structures and other facilities shall be such as are customarily used in projects of
12 this type involving construction over highway rights-of-way.

13 **SECTION FIVE:** The present owners and any successors and assigns of the ownership of
14 the real property abutting the areas described in Section One shall be bound by the following terms
15 and conditions:

16 1. They shall indemnify and hold harmless the City of St. Louis against any liability, loss or
17 damage arising out of, or in connection with the construction, maintenance and occupancy
18 of the buildings, structures and related facilities above the public right-of-way.

19 2. All construction of an repair and maintenance to the exterior portions of the buildings,
20 structures and related facilities above the public right-of-way shall be performed only at
21 such times any by such methods as Board of Public Service shall permit, except in the case
22 of a emergency.

23 3. No advertising signs, displays or devices shall be placed above the public right-of-way

Page 3 of 5
Board Bill Number 59
Tyus
July 11, 2025

1 unless approved by the Board of Public Service.

2 4. No hazardous or unreasonably objectionable smoke, fumes, vapor or odor shall be
3 permitted to descend to the grade line of the public right-of-way.

4 5. All buildings, structures and related facilities over the public right-of-way shall be
5 properly maintained so as to safeguard adequately said buildings, structures and related
6 facilities against fire and other hazards which would impair the use and safety of the public
7 right-of-way.

8 6. The City of St. Louis or its authorized agent shall have the reasonable right to enter into
9 and inspect all buildings, structures and related facilities maintained over the public right-
10 of-way.

11 7. All buildings, structures and related facilities located over the public right-of-way shall
12 comply with all regulations imposed by the City of St. Louis to protect against fire and other
13 hazards which would impair the use and safety of the public right-of-way.

14 8. In the use of the air space over the public right-of-way, all necessary and appropriate
15 safeguards to protect the public right-of-way shall be provided.

16 9. All construction in, and use of, the air space over the public right-of-way shall be in
17 compliance with the rules, regulations and requirements established by the Department of
18 Streets of the City of St. Louis.

19 10. Upon completion of the construction of the buildings, structures and related facilities
20 contemplated hereby, the present owners or its successors and assigns shall furnish the City
21 of St. Louis evidence of fire and extended coverage insurance and public liability insurance
22 during the time the air space over the public right-of-way shall be occupied by the
23 aforementioned buildings, structures or related facilities and such policies of insurance shall

1 contain a provision waiving subrogation against the City of St. Louis.

2 **SECTION SIX:** An affidavit stating that all conditions of this Ordinance have been
3 accepted must be submitted to the Board of Public Service for acceptance Three Hundred
4 Sixty Five (365) days from the date of the signing of this Ordinance. If this affidavit is not
5 submitted within the prescribed time the Ordinance will be null and void.

PETITION FOR VACATION AND WAIVER OF DAMAGES

Honorable Board of Public Service
The City of St. Louis

We, the undersigned, legal owners of property in city block(s) 4558 / 4561
between Pendleton Avenue
and Newstead Avenue
hereby petition the City of St. Louis to vacate and abolish _____
air rights for a portion of Finney Avenue approximately 275 feet west of Pendleton
Avenue for an aerial walkway

and we hereby waive all claims for damages sustained as the result of the vacation and abolition of the afore-
said area.

IN WITNESS WHEREOF we have hereunto set our hands this 25th
day of September, 2024.

ATTEST _____ Co.
Secretary By Donald Pohl
Title President

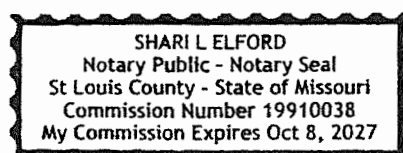
STATE OF MISSOURI }
CITY OF ST. LOUIS } ss On this 25th day of September, 2024,
before me appeared Don Pohl

to me personally known, who being duly sworn, did say that he is the President of
Banken Technical College, a corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of Directors, and said

_____ acknowledged said
instrument to be the free act and deed of said corporation.

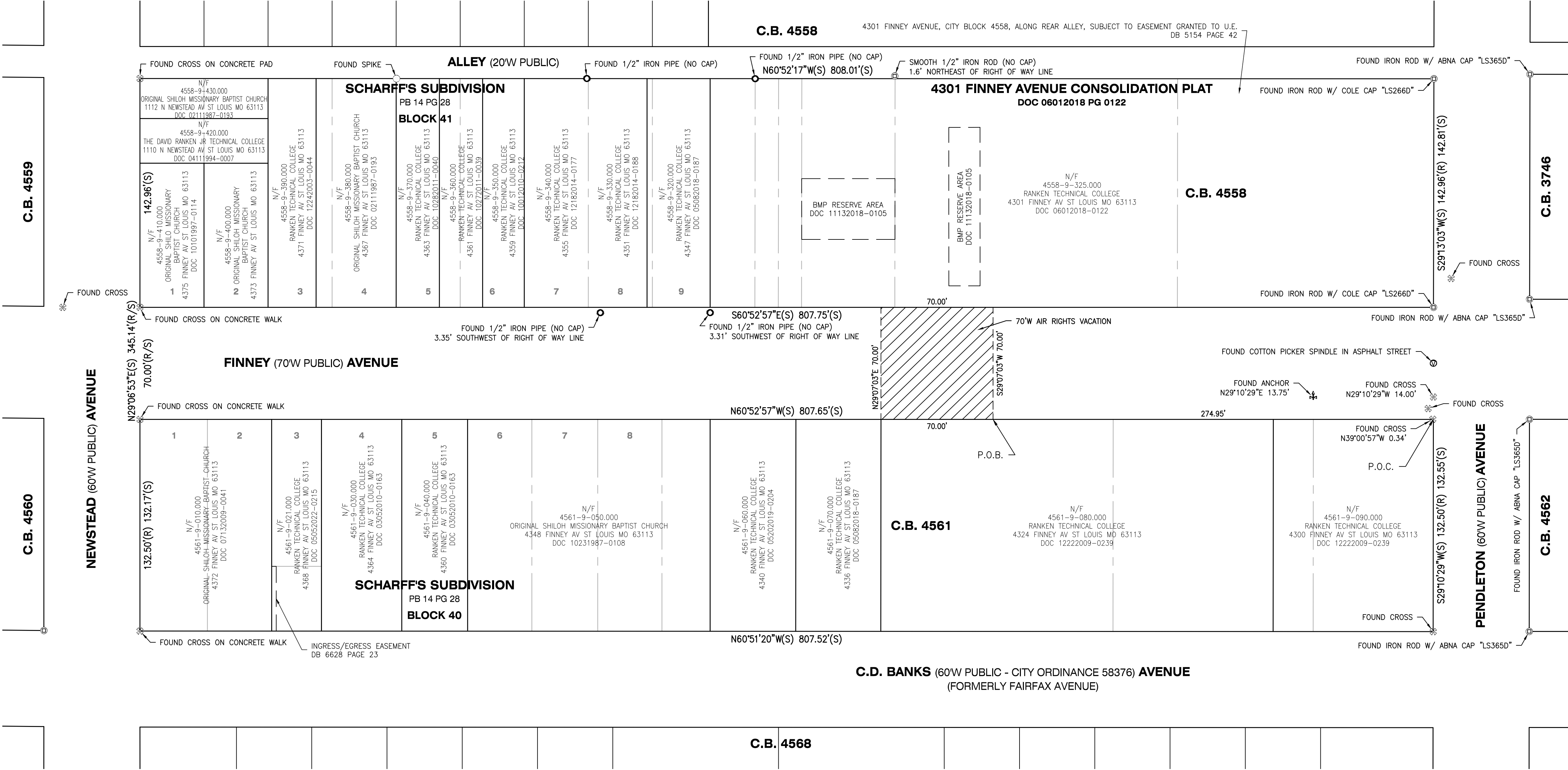
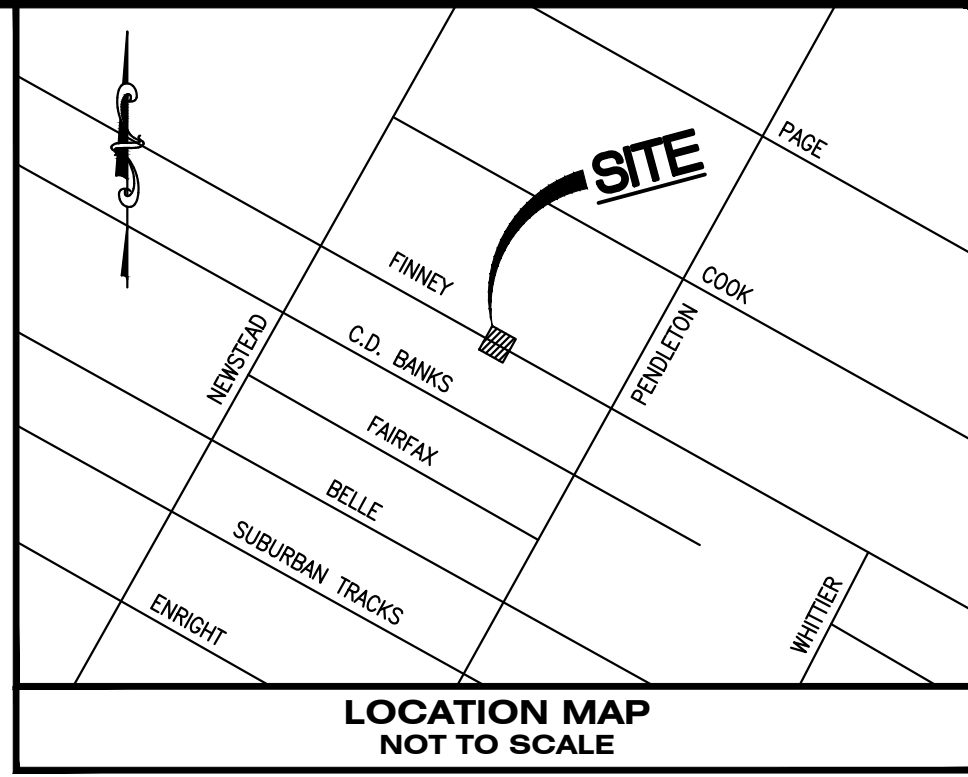
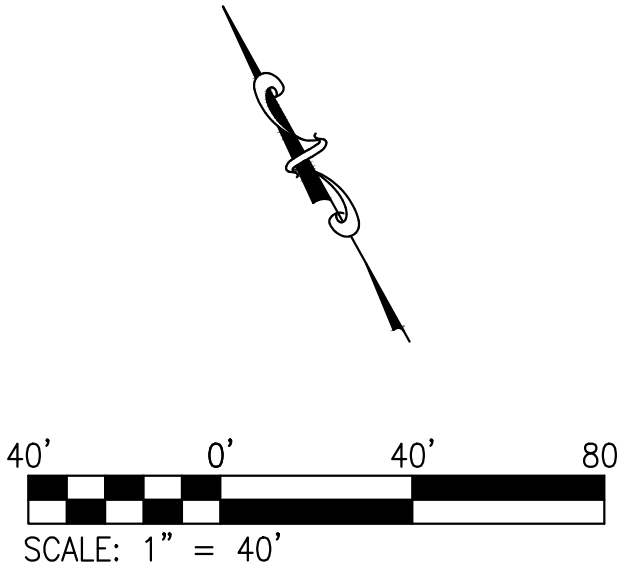
Witness my hand and notarial seal in the City of St. Louis, State of Missouri, the day
and year first above written.

My term expires October 8, 2027 Shari L Elford
NOTARY PUBLIC



AIR RIGHTS VACATION PLAT

A TRACT OF LAND BEING PART OF FINNEY AVENUE,
ADJOINING CITY BLOCKS 4558 AND 4561
CITY OF ST. LOUIS, MISSOURI



GENERAL NOTES:

- ALL BEARINGS AND DISTANCES ARE RECORDED (R) AND SURVEYED (S), UNLESS OTHERWISE NOTED.
- BASIS OF BEARING: GRID BEARINGS BASED ON NAD83, MISSOURI EAST ZONE STATE PLANE COORDINATES, DETERMINED USING A TRIMBLE R10 GNSS RECEIVER, TRIMBLE TSC3 CONTROLLER, TRIMBLE SOFTWARE, AND THE MDOOT REAL TIME KINEMATIC VIRTUAL REFERENCE STATION NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS). OBSERVED DURING THE WEEK OF AUGUST 21, 2023.
- ZONING: SITE IS ZONED NEIGHBORHOOD COMMERCIAL; ADJACENT ZONING DISTRICTS, MULTIPLE FAMILY RESIDENTIAL (C) TO THE NORTHEAST AND MULTIPLE FAMILY RESIDENTIAL (D) TO THE SOUTHWEST AND NEIGHBORHOOD COMMERCIAL TO THE SOUTHEAST AND NORTHWEST.
- ALL INFORMATION REGARDING PROPERTY DESCRIPTION AND EASEMENTS, SHOWN HEREON PER TITLE COMMITMENT PREPARED BY CONTINENTAL TITLE COMPANY, FILE NUMBER 18303594 WITH AN EFFECTIVE DATE OF JANUARY 12, 2018. NO FURTHER RESEARCH HAS BEEN CONDUCTED AS TO THE STATUS OF ANY ADDITIONAL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD.

AIR RIGHTS VACATION DESCRIPTION

SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH THE "AIR RIGHTS" OR "AIR SPACE" ABOVE THAT PORTION OF FINNEY AVENUE WHICH IS DESCRIBED AS FOLLOWS:

A TRACT OF LAND BETWEEN ELEVATION 519.50 TO ELEVATION 550.00 (NAVD88 DATUM), BEING A PORTION OF FINNEY AVENUE, 70 FEET WIDE, ADJOINING CITY BLOCKS 4558 AND 4561, OF THE CITY OF ST. LOUIS, MISSOURI, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERN RIGHT OF WAY LINE OF FINNEY AVENUE, 70 FOOT WIDE, AND THE NORTHWESTERN RIGHT OF WAY LINE OF PENDLETON AVENUE, 60 FOOT WIDE, ALSO BEING THE EASTERN CORNER OF CITY BLOCK 4561;

THENCE ALONG SAID SOUTHWESTERN RIGHT OF WAY LINE, NORTH 60 DEGREES 52 MINUTES 57 SECONDS WEST, A DISTANCE OF 274.95 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHWESTERN RIGHT OF WAY LINE, NORTH 60 DEGREES 52 MINUTES 57 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE NORTHWESTERN LINE OF THE HEREINAFTER DESCRIBED VACATION;

THENCE LEAVING SAID SOUTHWESTERN RIGHT OF WAY LINE, ALONG SAID NORTHWESTERN LINE, NORTH 29 DEGREES 07 MINUTES 03 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE NORTHEASTERN RIGHT OF WAY LINE OF SAID FINNEY AVENUE;

THENCE ALONG SAID NORTHEASTERN RIGHT OF WAY LINE, SOUTH 60 DEGREES 52 MINUTES 57 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHEASTERN LINE OF SAID HEREIN DESCRIBED VACATION;

THENCE LEAVING SAID NORTHEASTERN RIGHT OF WAY LINE, ALONG SAID SOUTHEASTERN LINE, SOUTH 29 DEGREES 07 MINUTES 03 SECONDS WEST, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED VACATION CONTAINING 4,900 SQUARE FEET IS BASED UPON AN ACTUAL BOUNDARY SURVEY EXECUTED BY COLE AND ASSOCIATES, INC. DONE IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR THE STATE OF MISSOURI, DURING THE MONTH OF AUGUST 2023, SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITION OF RECORD OR NOT OF RECORD, IF ANY.

OWNER'S CERTIFICATION:

WE, THE UNDERSIGNED, LEGAL OWNER OF PROPERTY ADJOINING THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S DESCRIPTIONS, HAVE CAUSED THE SAME TO BE SURVEYED AND PLOTTED IN THE MANNER SHOWN ON THIS PLAT, WE HEREBY REQUEST THAT AIR RIGHTS OF THE PUBLIC FOR THE STREETS WITHIN THE AREA(S) DESCRIBED AND SHOWN HATCHED ON THIS PLAT BE VACATED AND WE HEREBY WAIVE ALL CLAIMS FOR DAMAGES SUSTAINED AS THE RESULT OF THE VACATION AND ABOLITION OF THE AFORESAID AREA.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2024.

RANKEN TECHNICAL COLLEGE

PRINT NAME

PRINT TITLE

STATE OF MISSOURI)
CITY OF ST. LOUIS) SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY TO RANKEN TECHNICAL COLLEGE THAT AT THEIR REQUEST DURING THE MONTH OF AUGUST 2024, COLE AND ASSOCIATES INC. HAS PREPARED AN AIR RIGHTS VACATION PLAT OF PART OF FINNEY AVENUE, ADJOINING CITY BLOCKS 4558 AND 4561, AND THE RESULTS OF SAID SURVEY ARE AS SHOWN HEREON. THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR URBAN CLASS BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS.

COLE AND ASSOCIATES INC.
LS 266-D

PROJECT NO. 23-0085

TERRY D. WESTERMAN, PLS
MISSOURI CERT. NO. 2363
EMAIL: TWESTERMAN@COLESTL.COM

CITY CERTIFICATION

THIS PLAT HAS BEEN APPROVED FOR RECORDING BY THE CITY OF ST. LOUIS, MISSOURI BOARD OF PUBLIC SERVICE THIS _____ DAY OF _____, 2024.

BY: _____
NAME (SIGNED)

(PRINTED NAME)

TITLE

DEVELOPER/OWNER: RANKEN TECHNICAL COLLEGE
4431 FINNEY AVE
ST. LOUIS, MISSOURI 63113
PHONE: 314-371-0236
AIR RIGHTS VACATION
PART OF FINNEY AVENUE, ADJOINING CITY BLOCK 4558 & 4561
CITY OF ST. LOUIS, MISSOURI 63113
AIR RIGHTS VACATION PLAT

THE PROFESSIONAL WHOSE NAME APPEARS HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT DISCLOSED (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY TO SECTION 411 RSMO, ANY RESPONSIBILITY FOR ALL OTHER PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PURPOSES, INCLUDING BUT NOT LIMITED TO WHICH THIS PAGE REFERS.

PRELIMINARY
FOR REVIEW

+ ST. CHARLES
3200 South Street
St. Charles, MO 63303
St. Charles, MO 63303
636.978.7508 tel
www.colestl.com
COLE AND ASSOCIATES, INC. IS A MISSOURI GOVERNMENT A.D. COLE DESIGN GROUP, INC. IS A MISSOURI & TEXAS LICENSED ENGINEER. "COLE"

DESIGN/CALC BY

DRAWN BY

CHECKED BY

DRAWING SCALE

DATE

08/26/2024

Job Number

23-0085

Sheet Number

1 of 1

Summary
Board Bill Number 83
Introduced by Alderman Michael Browning
October 17, 2025

This Board Bill authorizes the City to enter into a Development and Performance Agreement to assist Corporate Interiors, Inc. d/b/a CI Select (the “Company”) in redeveloping the existing building located at 3942 Laclede Avenue in the City (the “Project Site”) into a new showroom space. The purpose of this Board Bill is to increase employment opportunities in the City and facilitate the Company’s relocation to the City by depositing 50% of the revenue generated from the City’s general sales tax within the Project Site into a sales tax reimbursement account and using such funds to reimburse the Company for certain tenant improvements.

**BOARD BILL NUMBER 83 INTRODUCED BY ALDERMAN MICHAEL BROWNING
COSPONSOR: ALDERWOMAN SHAMEEM CLARK-HUBBARD**

1 An Ordinance establishing a sales tax reimbursement account in support of the project located at
2 3942 Laclede Avenue, approving a Development and Performance Agreement related to such project
3 and authorizing execution thereof.

4 **WHEREAS**, Corporate Interiors, Inc. d/b/a CI Select (the “Company”) desires to relocate its
5 office headquarters and showroom to a to-be-redeveloped building (the “Project”) located at 3942
6 Laclede Avenue in the City (the “Project Site”); and

7 **WHEREAS**, following the completion of the Project, the Company anticipates employing at
8 least 41 persons at the Project Site; and

9 **WHEREAS**, completion of the Project is in the best interest of the City and will promote the
10 general welfare of the City’s residents by increasing employment opportunities in the City and generating
11 economic activity in and around the Project Site; and

12 **WHEREAS**, the City wishes to enter into a Development and Performance Agreement with the
13 Company in substantially similar form to **Exhibit A** attached hereto (the “Development and Performance
14 Agreement”) to implement the Project, including the provision of a tenant improvement allowance to
15 the Company.

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

17 **SECTION ONE.** Subject to annual appropriation, fifty percent (50%) of the revenue from the general
18 municipal sales tax levied pursuant to Ordinance Number 62884 and the general municipal sales tax
19 levied pursuant to Ordinance Number 55497, as amended by Ordinance Numbers 57179 and 57979
20 (including any similar successor tax or taxes to the extent such tax or taxes do not collectively exceed
21 1.375%) generated by the Company or its affiliates from their respective operations at the Project Site ,

1 as further described in the Development and Performance Agreement, shall be deposited by the City into
2 an account designated as the “Sales Tax Reimbursement Account – Corporate Interiors, Inc. Project.”
3 Funds in such account shall, subject to annual appropriation, be paid to the Company as a “Tenant
4 Improvement Allowance” for reimbursement of certain costs associated with the Project in accordance
5 with the terms and conditions of the Development and Performance Agreement.

6 **SECTION TWO.** The Board of Aldermen hereby approves, and the Mayor and the Comptroller of the
7 City are hereby authorized and directed to execute, on behalf of the City, a Development and
8 Performance Agreement by and between the City and the Company in substantially the form of **Exhibit**
9 **A** attached hereto, with such changes therein as shall be approved by said Mayor and Comptroller
10 executing the same and as may be consistent with the intent of this Ordinance and necessary and
11 appropriate to carry out the matters herein authorized. The City Register is hereby authorized and
12 directed to attest to the Development and Performance Agreement and to affix the seal of the City thereto.

13 **SECTION THREE.** The Mayor and the Comptroller of the City or their designated representatives are
14 hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the
15 City any and all additional certificates, documents, agreements or other instruments as may be necessary
16 and appropriate in order to carry out the matters herein authorized, with no such further action of the
17 Board of Aldermen necessary to authorize such action by the Mayor and the Comptroller or their
18 designated representatives.

19 **SECTION FOUR.** The Mayor and the Comptroller or their designated representatives, with the advice
20 and concurrence of the City Counselor, are hereby further authorized and directed to make any changes
21 to the documents, agreements and instruments approved and authorized by this Ordinance as may be
22 consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters

1 herein authorized, with no such further action of the Board of Aldermen necessary to authorize such
2 changes by the Mayor and the Comptroller or their designated representatives.

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

11 **SECTION SIX.** This Ordinance shall be governed exclusively by and construed in accordance with the
12 applicable laws of the State of Missouri.

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

EXHIBIT A

FORM OF DEVELOPMENT AND PERFORMANCE AGREEMENT

Board Bill Number 83

Exhibit A: Agreement- G&B Draft – October 8, 2025

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (this “*Agreement*”) is made and entered into as of this _____ day of _____, 2025, by and between **THE CITY OF ST. LOUIS, MISSOURI**, a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri (the “*City*”) and **CORPORATE INTERIORS, INC.**, a Delaware corporation (the “*Company*”).

RECITALS

A. The Company has acquired a leasehold interest in real property located at 3942 Laclede Avenue in the City (as more fully described on **Exhibit A** attached hereto, the “*Project Site*”).

B. The Company intends to renovate and furnish or cause the renovation and furnishing of the Project Site to establish a new office headquarters and showroom in the City (as more fully described on **Exhibit B** attached hereto, the “*Project*”).

C. Following completion of the Project, the Company is expected to create at least 41 full-time jobs at the Project Site.

D. Completion of the Project is in the best interest of the City and will promote the general welfare of the City’s residents by increasing employment opportunities in the City and generating economic activity in and around the Project Site.

E. In furtherance of the public purposes of job creation and economic development, the City wishes to provide the herein-described Tenant Improvement Allowance to the Company upon the terms and conditions set forth in this Agreement.

F. Pursuant to Ordinance No. _____ approved by the Board of Aldermen on _____, 2025, the City is authorized to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, the City and the Company, in consideration of the premises and the mutual agreements herein contained, subject to the conditions herein set forth, do agree as follows:

1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

“*Annual Calculation Period*” means each 12-month period commencing on January 1 and ending on December 31, beginning with the 12-month period in which the Certificate of Reimbursable Project Costs is approved or deemed approved pursuant to **Section 3**.

“*Certificate of Reimbursable Project Costs*” means a document in substantially similar form to **Exhibit C**, submitted by the Company to the City pursuant to **Section 3** to document the amount of Reimbursable Project Costs expended or incurred by or on behalf of the Company.

“*Excusable Delay*” means any and all causes beyond the control of the Company, including, without limitation, acts of God, terrorism, war, fire, or other casualty, strike, lockout or other labor dispute, weather conditions, public health emergency, shortages or unavailability of material, labor or utilities, failure or delay in financing (except as hereinafter provided), vandalism, laws, orders or regulations of any court, governmental, civilian or military

authority. Notwithstanding anything to the contrary contained herein, no Excusable Delay shall be deemed to exist (a) as to any matter that could have reasonably been avoided by the exercise of due care applicable to developers of developments substantially similar to the Project in scope and complexity, and (b) unless the Company provides the City with a written notice within 30 days of the commencement of such claimed Excusable Delay setting forth the justification therefor.

“General City Sales Taxes” means, collectively, the general municipal sales tax levied pursuant to Ordinance No. 62884 and the general municipal sales tax levied pursuant to Ordinance No. 55497, as amended by Ordinance Nos. 57179 and 57979 (including any similar successor tax or taxes to the extent such tax or taxes do not collectively exceed 1.375%).

“Jobs” means full-time equivalent positions with the Company (including any and all subsidiaries and/or affiliates), which positions include benefits customarily offered to full-time employees of the Company. Jobs reported pursuant to **Section 4(b)** must have an average annual wage of at least \$85,000 (i.e., individual Jobs may have less than an \$85,000 annual wage so long as the average annual wage of all reported Jobs is at least \$85,000).

“Project Sales Tax Revenues” means 50% of the revenue from General City Sales Taxes generated by the Company’s operations at the Project Site, to the extent actually received by the City from the Missouri Department of Revenue. For clarity, the 50% of revenue shall be measured prior to the application of tax increment financing (for example, if the revenue from the General City Sales Taxes equaled \$100,000 before diversion of any amount to the City’s special allocation fund for tax increment financing projects, the Project Sales Tax Revenues will equal \$50,000).

“Reimbursable Project Costs” means the sum total of all costs and expenses incurred by or on behalf of the Company in connection with the Work. Such costs include, but are not limited to, the following: (a) costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures at the Project Site, (b) costs of all due diligence permitted hereunder, including studies, surveys, plans, reports, tests and specifications, and (c) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services.

“Sales Tax Reimbursement Account” means the account established pursuant to **Section 4**, wherein the City shall deposit Project Sales Tax Revenues.

“Tenant Improvement Allowance” means an allowance paid by the City to the Company or its designee in accordance with **Section 4**, in an amount not to exceed the total Reimbursable Project Costs approved pursuant to **Section 3**.

“Term” means the period commencing on the date hereof through the date that is the earliest of (a) the date upon which the aggregate of all Tenant Improvement Allowance payments received by the Company equals the amount of Reimbursable Project Costs set forth in the Certificate of Reimbursable Project Costs approved or deemed approved pursuant to **Section 3**, (b) the date upon which the Company receives payment of its Tenant Improvement Allowance attributable to the 10th Annual Calculation Period occurring under this Agreement, or (c) the date on which this Agreement is terminated by written agreement of the City and the Company.

“Work” means all work necessary to prepare the Project Site and to construct and install the Project, or reasonably necessary to effectuate the intent of this Agreement.

2. Project Construction.

(a) The Company shall construct or cause the construction of the Project no later than December 31, 2027, subject to an Excusable Delay. Notwithstanding the foregoing, the maximum permitted Excusable Delay for completion of the Project is one (1) year. The Company shall permit representatives of the City to enter the Project Site during regular business hours accompanied by an authorized representative of the Company and with reasonable advance notice to verify that the terms of this Agreement have been complied with.

(b) The Project shall be consistent with the concept plan attached as **Exhibit B**; provided, however, that any City-issued building permits and zoning approvals shall govern the final design of the Project.

(c) The Company shall advance or cause to be advanced all costs necessary to complete the Work, subject to reimbursement from the Tenant Improvement Allowance as provided in **Section 4**.

3. Certification of Reimbursable Project Costs. Upon occupancy of the Project, the Company shall deliver to the City (a) the Certificate of Reimbursable Project Costs, in substantially similar form to **Exhibit C**, stating the amount of Reimbursable Project Costs expended or incurred by or on behalf of the Company and (b) itemized invoices, receipts or information evidencing such costs. The City shall review and approve or furnish written objections to the Certificate of Reimbursable Project Costs within 30 days of receipt. If the City does not provide written objections to the Certificate of Reimbursable Project Costs within 30 days of receipt, the Certificate of Reimbursable Project Costs shall be deemed approved. Notwithstanding the foregoing, the Company shall not include more than \$1,000,000 in Reimbursable Project Costs in the Certificate of Reimbursable Project Costs (while the Company may spend or cause to be spent more than \$1,000,000 on the Work, \$1,000,000 shall be the maximum amount of Reimbursable Project Costs).

4. Tenant Improvement Allowance.

(a) There is hereby created in the treasury of the City an account known as the “Sales Tax Reimbursement Account - Corporate Interiors, Inc. Project” (the “*Sales Tax Reimbursement Account*”). The City shall deposit Project Sales Tax Revenues into the Sales Tax Reimbursement Account. Moneys deposited into the Sales Tax Reimbursement Account shall be used to pay the Tenant Improvement Allowance to the Company in accordance with the provisions of this Section.

(b) On or before each March 31, beginning on the first such date following the approval or deemed approval of the Certificate of Reimbursable Project Costs, and continuing throughout the Term, the Company shall submit a Tenant Improvement Allowance Compliance Certificate to the Comptroller in substantially the form of **Exhibit D** (the “*Compliance Form*”). Each Compliance Form will certify the number of Jobs at the Project Site as of December 31 for the previous year and the average annual salary of the Jobs to assist the City in monitoring compliance with this Agreement.

(c) Within 30 days of receipt of the Compliance Form, the Comptroller shall either pay the Tenant Improvement Allowance in the amount described in **subsection (d)** below or provide written objections to the Compliance Form to the Company. If written objections are provided, the Company shall address the objections and submit a corrected Compliance Form to the Comptroller for review within 30 days of receipt of the objections.

(d) Payment of the Tenant Improvement Allowance, subject to annual appropriation by the City, shall be paid in the following amounts for the applicable Annual Calculation Period:

(1) If the Compliance Form submitted by the Company and approved by the City certifies that the Company (including any and all subsidiaries and/or affiliates) has at least 40 Jobs located at the Project Site, the Tenant Improvement Allowance will equal the Project Sales Tax Revenues on deposit in the Sales Tax Reimbursement Account as of the end of the applicable Annual Calculation Period.

(2) If the Compliance Form submitted by the Company and approved by the City certifies that the Company (including any and all subsidiaries and/or affiliates) has less than 40 Jobs, the Tenant Improvement Allowance for the applicable Annual Calculation Period will be \$0.

Any remaining money in the Sales Tax Reimbursement Account attributable to the applicable Annual Calculation Period may be transferred by the City to other funds or otherwise applied at the discretion of the City after the City pays the Tenant Improvement Allowance for the applicable Annual Calculation Period.

(e) Notwithstanding the foregoing, the City shall deduct an administration fee of 1.0% of the Tenant Improvement Allowance from the amount of each payment of the Tenant Improvement Allowance to the Company. The administrative fee shall be paid to the Office of the Comptroller.

5. Annual Appropriation.

(a) The City's obligation to appropriate the Project Sales Tax Revenues for deposit into the Sales Tax Reimbursement Account and to appropriate the funds on deposit from time to time in the Sales Tax Reimbursement Account for payment of the Tenant Improvement Allowance shall not be construed to be a debt of the City within the meaning of Article VI, Section 26(a) of the Missouri Constitution or any other applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or money of the City. With regard to the obligation to pay the Tenant Improvement Allowance, the parties believe that this is a current expense of the City in each applicable fiscal year.

(b) During the Term, the City covenants and agrees that with respect to each fiscal year of the City, the applicable City official at any time charged with the responsibility of formulating budget proposals will be directed to include in the budget proposal submitted to the City's Board of Aldermen, a request for an appropriation of the Tenant Improvement Allowance.

(c) The City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated or otherwise legally available to make the required payments during each respective fiscal year. The obligations of the City to make the payments hereunder shall constitute a current expense of the City, are from year to year and do not constitute a mandatory payment obligation of the City in any fiscal year beyond the then current fiscal year of the City in which such appropriation has been made.

(d) The City reasonably believes that legally available funds in an amount sufficient to fully repay the obligations undertaken herein can be obtained. Notwithstanding the foregoing, the decision of whether or not to budget or appropriate funds for any subsequent fiscal year is solely within the discretion of the then-current governing body of the City.

6. Maintenance of the Project. Throughout the term of this Agreement, the Company shall (a) occupy the Project Site, (b) maintain or cause to be maintained the Project in a reasonably good state of repair and attractiveness, and (c) maintain or cause to be maintained reasonable property and liability insurance with respect to the Project.

7. Indemnification. The Company agrees to indemnify, defend and hold the City, St. Louis Development Corporation ("SLDC") and their respective elected and appointed officials, employees, agents and independent contractors (the "*City Indemnitees*") harmless from and against any and all suits, claims, damages, liabilities, costs and/or expenses arising from the Project, this Agreement or the transactions contemplated thereby (collectively, "*Losses*"). Notwithstanding anything set forth herein to the contrary, in no event shall the Company be required to indemnify any City Indemnitee for any Losses caused by the gross negligence or willful misconduct of a City Indemnitee.

8. Non-Compliance. In the event of any violation or breach of any covenant, agreement, restriction, or regulation contained in this Agreement, as may be amended from time to time, by the City or the Company or their successors or assigns as the case may be, the non-breaching party shall give written notice of such violation or breach and the breaching party shall have 30 calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within 30 calendar days and the breaching party shall have undertaken the curing of said breach within 30 calendar days and shall diligently pursue the same, then the failure to cure said breach within 30 calendar days shall not be a violation or breach hereof except as provided in **Section 2** with respect

to completion of the Project. Except as provided herein, if any breach or violation remains uncured after 30 calendar days from the date of notice, or such longer period permitted pursuant to this paragraph, the breaching party, for itself and its successors and assigns, agrees that the non-breaching party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom. The parties, and their successors and assigns, further agree that the other party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein. The breaching party at all times shall have the right to appeal to the courts from any adverse decision so rendered.

In the event that the Company breaches this Agreement and fails to cure such breach within 30 days after receiving written notice thereof from the City, then, upon written demand from the City, the Company will refund a portion of the Tenant Improvement Allowance based upon the amount of the term that has elapsed, calculated as follows: the portion of the Tenant Improvement Allowance actually received to date multiplied by a fraction, the numerator of which is 10 minus the number of years of the term that have elapsed and the denominator of which is 10. By way of illustration, if the City makes a written demand for refund in accordance with this paragraph during sixth year of the term, then the Company would refund to the City 40% of the Tenant Improvement Allowance actually received through such date.

9. Payment of Fees. Simultaneously with the execution of this Agreement, the Company shall reimburse the City (including the Office of the Comptroller) and the St. Louis Development Corporation for all outside consultant and attorneys' fees incurred in connection with this Agreement and the documents and transactions contemplated hereby, such reimbursement amount to be documented with suitable invoices.

10. No Personal Liability. No member, official, officer, director, shareholder, or employee of the City or of the Company shall be personally liable to the other party or any successor in interest or assign of the other party, in the event of any default or breach by such party, successor or assign of any of the obligations of this Agreement.

11. Notices. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) To the City:

The City of St. Louis, Missouri
Office of the Mayor
City Hall
1200 Market Street, Room 200
St. Louis, Missouri 63103

and

The City of St. Louis, Missouri
Office of the Comptroller
1520 Market Street, Room 3005
St. Louis, Missouri 63103
ATTN: Deputy Comptroller

with a copy to:

Saulsberry & Associates, LLC
11469 Olive Boulevard, Suite 252
St. Louis, Missouri 63141
ATTN: Charles Saulsberry, Esq.

(b) To the Company:

Corporate Interiors, Inc.
11840 Westline Industrial Drive, Suite 100
St. Louis, Missouri 63146
ATTN: _____

with a copy to:

ATTN: _____

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

12. Federal Work Authorization Program. Simultaneously with the execution of this Agreement, the Company shall provide the City with an affidavit and documentation meeting the requirements of Section 285.530 of the Revised Statutes of Missouri.

13. Captions. The captioned headings in this Agreement are solely for the convenience of the parties hereto and are not a part hereof and do not in any way limit or amplify the terms or provisions contained herein nor do they extend any substantive rights hereunder to any party.

14. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

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

16. City's Right to Access; Sales Tax Returns. The Company shall at all reasonable times (with two days prior written notice) allow representatives of the City to access to the Project Site for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of the Work. The Company shall have the right to accompany representatives of the City on any such inspection. Upon request of the City or SLDC, the Company will provide copies of any sales tax returns filed with the Missouri Department of Revenue that the City deems necessary or desirable to verify the Project Sales Tax Revenues.

17. Non-Discrimination. To the extent not prohibited by federal anti-discrimination law, the Company agrees to adhere to the requirements of the "Equal Opportunity and Non-Discrimination Guidelines" attached as **Exhibit E**.

18. Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri applicable to contracts performed wholly therein without reference to its conflict of laws principles.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and there are no other agreements or representations other than those contained in this Agreement or specifically referenced herein. This Agreement may not be amended, modified or waived orally, but only by a writing signed by the party against whom enforcement of such amendment, modification or waiver is sought.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be duly executed in their respective names and the City has caused its seal to be hereunto affixed and attested as of the date first above written.

THE CITY OF ST. LOUIS, MISSOURI,
a city and political subdivision of the State of Missouri

By: _____
Cara Spencer, Mayor

By: _____
Donna Baringer, Comptroller

(SEAL)

Amber Simms, City Register

Approved as to form:

Michael Garvin, Interim City Counselor

CORPORATE INTERIORS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

PROJECT SITE

The “Project Site” consists of all the property leased by the Company and located at:

EXHIBIT B

CONCEPT SITE PLAN/PROJECT DESCRIPTION

EXHIBIT C

CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Certificate of Reimbursable Project Costs

City of St. Louis, Missouri
Office of the Comptroller
1200 Market Street, Room 311
St. Louis, Missouri 63103
Attention: Deputy Comptroller

Re: Corporate Interiors, Inc. Tenant Improvement Allowance

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development and Performance Agreement dated _____, 2025 (the “*Agreement*”) between The City of St. Louis, Missouri and Corporate Interiors, Inc. In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Project Cost and was incurred in connection with the completion of the Work.
2. These Reimbursable Project Costs have been paid by or on behalf of or with the consent of the Company and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from the Tenant Improvement Allowance, and no part thereof has been included in any other Certificate of Reimbursable Project Costs previously filed with the City.
4. There has not been filed with or served upon the Company any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. To the best actual knowledge of the Company, all necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.
6. To the best actual knowledge of the Company, all Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a “Reimbursable Project Cost” within the meaning of the Agreement, the Company shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Company is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

[Remainder of Page Intentionally Left Blank]

Dated this ____ day of _____, 20____.

CORPORATE INTERIORS, INC.

By: _____
Name: _____
Title: _____

Approved for payment this ____ day of _____, 20__.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

ST. LOUIS DEVELOPMENT CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT D

TENANT IMPROVEMENT ALLOWANCE COMPLIANCE CERTIFICATE

To: City of St. Louis, Missouri
Office of the Comptroller
1200 Market Street, Room 311
St. Louis, Missouri 63103
ATTN: Deputy Comptroller

Name of Company: Corporate Interiors, Inc. (including any and all subsidiaries and/or affiliates located at the Project Site, the "Company")

Annual Calculation Period: January 1, 20__ to December 31, 20__

All company names and Sales Tax ID numbers used by the Company and its affiliates on sales tax returns filed with the Missouri Department of Revenue: _____

Address (the "Project Site"): 3942 Laclede Avenue
St. Louis, Missouri 63108

Contact Person: _____

Telephone: _____

Email: _____

Current Employment ("Jobs"): As of December 31, 20__, the Company employed _____ full-time equivalent employees at the Project Site.

Current Average Annual Wage: The average annual wage of the full-time equivalent employees at the Project Site (before commissions) is \$_____.

Dated this ____ day of _____, 20__.

CORPORATE INTERIORS, INC.

By: _____
Name: _____
Title: _____

Approved by the City this ____ day of _____, 20__.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: _____
Title: _____

EXHIBIT E

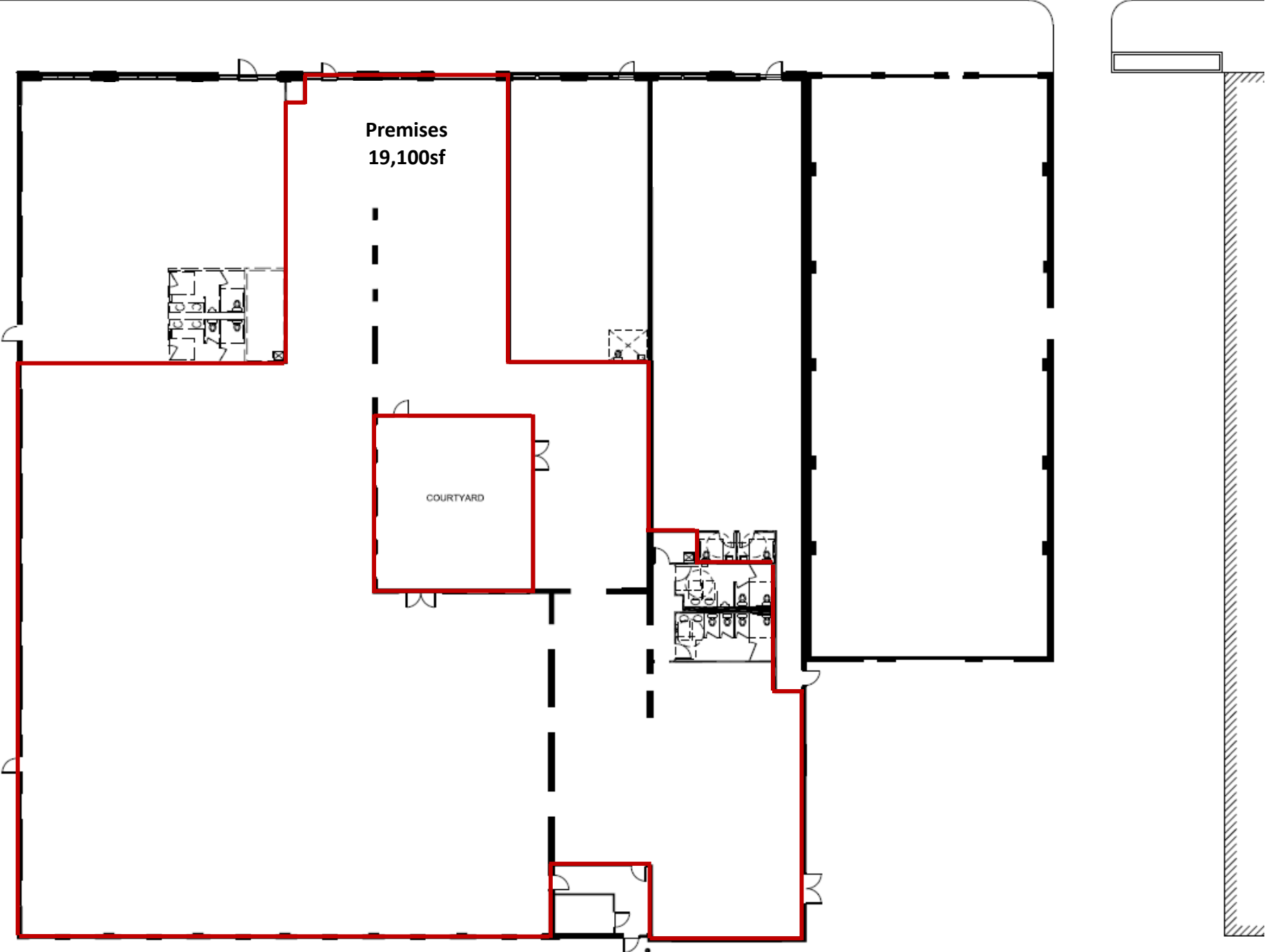
EQUAL OPPORTUNITY AND NON-DISCRIMINATION GUIDELINES

In any contract for Work at the Project Site, the Company, its designees, successors, assigns, and its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the “*Nondiscrimination Laws*”). Moreover, the Company shall contractually require its contractors and subcontractors to comply with the Nondiscrimination Laws.

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

To the extent not prohibited by federal anti-discrimination law, the Company shall comply with the requirements of Ordinance Nos. 60275 (which is codified at Chapter 3.90 of the Revised Code of the City of St. Louis), 69427, 70767, 71094, 71962 and Executive Order No. 91 pertaining to first source hiring, workforce development, and prevailing wage compliance.

The Company agrees for itself and its successors and assigns, that there shall be covenants to ensure that there shall be no discrimination on the part of the Company, its successors or assigns upon the basis of race, color, creed, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Project Site or any part thereof, and those covenants shall run with the land and shall be enforceable by The City of St. Louis and the United States of America, as their interests may appear in the project.



FINISH SCHEDULE												
ROOM NAME	FLOOR		WALL				TRIM	CEILING		CABINET		LIGHTING
	FLOOR	BASE	N	E	S	W		HT	FINISH	CABINET	TOP	
RECEPTION	F1,F4	B1	BRICK	BRICK	-	PAINT	4", PTD	TO DECK	C1	WOOD	CT1	L1/L3
DESIGNER WORKSTATION	F2	B1	BRICK	PAINT	-	BRICK, PTD	4", PTD	12'-0" AFF	C2			L2
MATERIAL LIBRARY	F2	B1	-	PAINT	-	BRICK, PTD	-	TO DECK	C1			L2
COLLABORATIVE	F2	B1	BRICK	-	-	BRICK	-	TO DECK	C2			L3
CAFE	F3	B1	PAINT	PAINT	BRICK	GLASS/PTD	-	TO DECK	C1	WOOD	CT2	L3
BOARD ROOM	F2	B1	GLASS	GLASS	PAINT	PAINT	-	10'-0"	C3			L4
CONFERENCE, TYP.	F2	B1	PAINT	PAINT	PAINT	PAINT	-	9'-0"	C4			L5
TRAINING	F2	B1	PAINT	GLASS DR	PAINT	PAINT	-	12'-0"	C3			L4
OFFICE, TYP	F2	B1	PAINT	PAINT	PAINT	PAINT	-	9'-0"	C4			L5
ACCOUNTING /HR	F2	B1	PAINT	PAINT	PAINT	BRICK	-	12'-0" AFF	C2			L2
OPEN OFFICE /WORKSTATION	F2	B1	PAINT	BRICK, PTD	BRICK	BRICK	4", PTD	12'-0" AFF	C2			L2
STORAGE	F3	B1	PAINT	PAINT	PAINT	PAINT	-	TO DECK	C1			L2
NOT USED												
FAMILY ROOM	F2	B1	PAINT	PAINT	PAINT	BRICK, PTD	-	9'-0"	C4			L6
WOMEN	F1	B1	T1	PAINT	PAINT	PAINT	-	9'-0"	C4			L6
MEN	F1	B1	PAINT	PAINT	T2	PAINT	-	9'-0"	C4			L6
HALL 1	F2	B1	PAINT	PAINT	PAINT	BRICK, PTD	-	9'-0"	C4			L6
HEALTHCARE SHOW ROOM	F3	B1	BRICK, PTD	BRICK, PTD	PAINT	BRICK, PTD	4", PTD	TO DECK	C1			L1
K-12 SHOWROOM	F3	B1	PAINT	PTD/PAINT	PAINT	PAINT	4", PTD	TO DECK	C1			L1

FINISHES		FINISHES	
FLOORING		CABINETS	
F1	PORCELAIN TILE, 12X 24, \$15/sf MATERIAL ONLY	WD1	WOOD VENEER, RIFT CUT WHITE OAK
F2	CARPET, \$40/sy, MATERIAL ONLY	WD2	WOOD, PAINTED
F3	LVT, \$10/sf, MATERIAL ONLY	PLAM	PLASTIC LAMINATE
F4	WALK-OFF CARPET, \$40/sy, MATERIAL ONLY		
CONC	CONCRETE, SEALED	COUNTERTOPS	
BASE		CT1	STONE
B1	4" VINYL BASE	CT2	SIMULATED STONE
		LIGHTING - LED LIGHT SOURCE TYPICAL	
CEILING		L1	TRACK LIGHTING
C1	EXPOSE RAFTER AND DECKING, SANDBLAST AND SEAL.	L2	LINEAR PENDANT LIGHTS FOR GENERAL ILLUMIN
C2	ACOUSTICAL BAFFLES BY FALKBUILT	L3	DECORATIVE PENDANT
C3	ACT CEILING, ARMSTRONG, OPTIMA CONCEALED 24 x 96 WITH INTEGRATED LIGHTING	L4	INTEGRATED LINEAR LIGHT
C4	ACT CEILING, ARMSTRONG OPTIMA 24 x 48	L5	RECESSED 2x4 INDIRECT
		L6	RECESSED CAN LIGHT
		L7	CYLINDER PENDANT (GENERAL LIGHTING)

PLAN NOTES

- 01 EXPOSED WOOD BEAM AND DECK, CLEAN AND SEAL.
- 02 NEEL FLOORING THRU-OUT
- 03 SHOWROOM: WALLS TO BE PROVIDED BY FALKBUILT. GC TO PROVIDE CEILINGS, ELECTRICAL, LIGHTING AND FLOORING.
- 04 TRAINING ROOM: FALKBUILT STUDS TO DECK. GC TO DRYWALL ON FALK STUDS FROM 12" AFF TO DECK. GC TO PROVIDE ACT, ELECTRICAL, LIGHTING AND FLOORING. PROVIDE 6-8 WALL OUTLETS AND 6 FLOOR OUTLETS. FALKBUILT TO PROVIDE WALLS, DOORS AND GLAZING.
- 05 WORKSTATION: PROVIDE POWER TO WORKSTATIONS
- 06 OFFICES: FALKBUILT STUDS TO DECK. GC TO DRYWALL ON FALK STUDS FROM 12" AFF TO DECK. GC TO PROVIDE ACT, ELECTRICAL, LIGHTING AND FLOORING. PROVIDE 2-3 OUTLETS/OFFICE
- 07 CONFERENCE ROOMS: FALKBUILT STUDS TO DECK. GC TO DRYWALL ON FALKBUILT STUDS FROM 12" AFF TO DECK. GC TO PROVIDE ACT CEILING, POWER, LIGHTING AND FLOORING. PROVIDE 3-4 OUTLETS/CONFERENCE
- 08 FREESTANDING FALKBUILT PODS, 8'-0" H. WALLS AND CEILING ONLY. GC TO PROVIDE POWER, LIGHTING AND FLOORING.
- 09 CASEWORK BY FALKBUILT. SIMULATED STONE COUNTERTOP BY OWNER
- 10 PROVIDE APPLIANCES, (2) REFRIGERATORS, (2) UNDERCOUNTER BEVERAGE REFRIGERATORS, (2) UNDER COUNTER CROCKPOTS, WARMING DRAWER, DISHWASHER AND ICE MACHINE.
- 11 PROVIDE SINK AND FAUCET.
- 12 ACOUSTICAL BAFFLES/CLOUDS BY FALKBUILT
- 13 CASEWORK BY FALKBUILT. STONE COUNTERTOP BY OWNER
- 14 PROVIDE APPLIANCES, UNDERCOUNTER BEVERAGE REFRIGERATOR, UNDERCOUNTER WINE REFRIGERATOR, DISHWASHER AND ICE MACHINE.
- 15 TRIM OPENINGS WITH 4" W WOOD TRIM. MAHOGANY TO MATCH DOOR AND WINDOWS

NOT FOR CONSTRUCTION 9-8-2025 REV.

Project:

CI SELECT @ CARRIAGE WORKS
3942-62 LACLEDE AVE
ST. LOUIS, MO 63108

9-8-2025 TENANT FITOUT

Revisions:

PLAN AND FINISH SCHED.

Dwg Title:

SD 1

Sheet No.	
Project No.	745.05
Date:	3-5-2025
Drawn By:	
Scale:	

BOARD BILL NUMBER 83

FISCAL NOTE

Preparer's Name: St. Louis Development Corporation staff

Contact Information: Zach Wilson
Vice President of Economic Development Incentives
St. Louis Development Corporation
(314) 657-3732
wilsonz@stlouis-mo.gov

Bill Sponsors: Alderman Michael Browning

Bill Synopsis:	This Board Bill authorizes the City to enter into a Development and Performance Agreement to assist Corporate Interiors, Inc. d/b/a CI Select (the "Company") in redeveloping the existing building located at 3942 Laclede Avenue in the City (the "Project Site") into a new office headquarters and showroom space. The purpose of this Board Bill is to increase employment opportunities in the City and facilitate the Company's relocation to the City by depositing 50% of the revenue generated from the City's general sales tax within the Project Site into a sales tax reimbursement account and using such funds to reimburse the Company for certain tenant improvements.
Type of Impact:	50% of the revenues generated by the City's general sales tax at the Project Site will be used reimburse the Company for certain tenant improvements.
Agencies Affected:	The Comptroller's office will process reimbursement payments to the Company annually from the City's general sales tax revenues generated at the Project Site.

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.

Subject to the terms of the Development and Performance Agreement, the Company will advance fund the costs of its tenant improvements, but will be reimbursed for a portion of those costs annually for up to 10 years from sales taxes generated at the Project Site. If the Company does not generate sales at the Project Site, there may not be sufficient sales taxes generated to reimburse the Company in full, which is the Company's risk. The City will not be guaranteeing any specific amount of reimbursement payment.

- 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.

There will not be any bonds or notes, but, subject to the terms of the Development and Performance Agreement, the City will need to appropriate general sales tax revenues generated at the Project Site to the reimbursement payments.

- 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 __X__ No.

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

Although the Company will not be constructing any new physical buildings or facilities on the Project Site, they will be renovating and furnishing the existing building into an office headquarters and showroom space. The Company plans to invest approximately \$7,641,418 into this project; however, the maximum amount of reimbursable project costs with the City's general sales tax is \$1,000,000.

- 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 Comptroller's office and the St. Louis Development Corporation (including the Minority Business Development and Compliance Office) will incur costs associated with administering the Development and Performance Agreement. However, the Development and Performance Agreement provides a source of funding for those costs, including an annual administrative fee paid to the Comptroller's office. Neither the Comptroller's office nor the St. Louis Development Corporation anticipate needing any further funding to cover the costs of administering the Development and Performance Agreement.

The City's Building Division may also have costs associated with various inspections and permits relating to the construction of the tenant improvements by the Company. However, those costs should be covered by the City's permit fees.

- 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:

As noted above, the Comptroller's office and the St. Louis Development Corporation will have various administrative costs associated with the Development and Performance Agreement, which will be paid by the Company or with the annual administrative fee, as provided in the Development and Performance Agreement. The City's Building Division may also have costs associated with providing inspections and permits. Similar to any other construction project in the City, these costs should be covered by permit fees.

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.

*****NOT APPLICABLE; SEE SLDC REPORT*****

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

- 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:

Review of the Board Bill and related documents was provided by attorneys in the City Counselor's office (who are assigned to the St. Louis Development Corporation), outside counsel to the St. Louis Development Corporation (Gilmore & Bell, P.C.) and outside counsel to the Comptroller's Office (Saulsberry & Associates, LLC).

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

RESOLUTION NUMBER 205
ORDERING A SPECIAL ELECTION FOR THE OFFICE OF SHERIFF

WHEREAS, a vacancy has occurred in the Office of Sheriff of St. Louis City County by reason of permanent removal effective as of December 23, 2025; and

WHEREAS, per Chapter 57.080 of the Revised Statutes of Missouri whenever, from any cause, the office of sheriff becomes vacant more than nine months prior to the time of holding a general election, the county commission shall immediately order a special election to fill the same and such special election shall be held on or before the tenth Tuesday after the vacancy occurs; and

WHEREAS, per Chapter 82.700 of the Revised Statutes of Missouri, all acts and parts of acts which provide for the performance of any duty or trust by any county commission in this state shall also include the municipal assembly, and the mayor and comptroller of the City of St. Louis; and

WHEREAS, per chapter 115.127 of the Revised Statutes of Missouri an officer or agency of the city calling for the election shall send legal notice of election and a certified copy of said notice for publication to the election authorities responsible for conducting the election; and

WHEREAS, a certified copy of legal notice for publication for the special election to fill the vacancy in the office of Sheriff of the City of St. Louis is attached, subject to the addition of the signatures of the Directors of Elections.

NOW THEREFORE BE IT RESOLVED; the Board of Aldermen of the City of St. Louis hereby orders that a special election be called to fill the vacancy in the office of Sheriff of the City of St. Louis. The special election shall be held in the City of St. Louis on Tuesday March 3rd, 2026, commencing at 6:00 AM and ending at 7:00 PM on said date, and candidate filing for said election shall begin on December 30, 2025 at 8 AM, and end on January 16, 2026 at 5 PM.

Introduced this 29th day of December 2025 by:
The Honorable Bret Narayan, Alderman 4th Ward

Co-Sponsors:
The Honorable Shane Cohn, Alderman 3rd Ward
The Honorable Thomas Oldenburg, Alderman of the 2nd Ward
The Honorable Daniela Velázquez, Alderwoman of the 6th Ward
The Honorable Alisha Sonnier, Alderwoman of the 7th Ward
The Honorable Jami Cox Antwi, Alderwoman of the 8th Ward
The Honorable Michael Browning, Alderman of the 9th Ward
The Honorable Shameem Clark Hubbard, Alderwoman of the 10th Ward
The Honorable Laura Keys, Alderwoman of the 11th Ward
The Honorable Pamela Boyd, Alderwoman of the 13th Ward
The Honorable Rasheen Aldridge, Alderman of the 14th Ward
The Honorable Megan Green, Board of Aldermen President

Adopted this 29th day of December, 2025 as attested by:

Terry Kennedy
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

Summary**Board Bill Number 171****Introduced by Alderwoman Alisha Sonnier****February 13, 2026**

An Ordinance amending Section 2 of Ordinance 47423 approved March 2, 1955, relating to requisitions for supplies not under contract, for the purpose of updating departmental minor purchase order thresholds and procurement procedures; and containing a severability clause and an emergency clause.

BOARD BILL NUMBER 171 INTRODUCED BY ALDERWOMAN ALISHA SONNIER

COSPONSOR: PRESIDENT MEGAN GREEN

1 An Ordinance amending Section 2 of Ordinance 47423 approved March 2, 1955, relating to
2 requisitions for supplies not under contract, for the purpose of updating departmental minor
3 purchase order thresholds and procurement procedures; and containing a severability clause and
4 an emergency clause.

5 **WHEREAS**, the Charter of the City of St. Louis establishes the governing framework for
6 the procurement of goods, supplies, and materials by City departments; and

7 **WHEREAS**, on April 8, 2003, the voters of the City of St. Louis approved a Charter
8 amendment authorizing purchases up to five thousand dollars without formal advertising, thereby
9 updating procurement thresholds to reflect evolving purchasing practices; and

10 **WHEREAS**, Section 5.58.110 of the Revised Code of the City of St. Louis, originally
11 enacted pursuant to Ordinance 47423 approved March 2, 1955, has not yet been updated to
12 increase procurement thresholds as approved by voters in the 2003 Charter amendment; and

13 **WHEREAS**, Ordinance 59582 submitted to the qualified voters of the City of St. Louis a
14 proposed Charter amendment that would have increased the advertising bid threshold to seven
15 thousand dollars (\$7,000), and such Charter proposition was presented at a municipal election and
16 was not approved by the voters and therefore did not take effect.

17 **WHEREAS**, the City has operated under procurement practices informed by both the
18 Charter and the Revised Code, and clarification of the applicable thresholds and procedures will
19 promote uniform administration and transparency; and

20 **WHEREAS**, amending Section of Ordinance 47423 to expressly reflect Charter-
21 authorized thresholds and procedures will provide clear guidance to City departments, the Supply

1 Division, and the Comptroller, and will ensure consistency across City procurement provisions;
2 and

3 **WHEREAS**, this Ordinance is intended to affirm, clarify, and implement existing Charter
4 authority by updating the Revised Code to reflect current procurement thresholds and procedures.

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

6 **SECTION ONE.** Section 2 of Ordinance 47423 is hereby amended as follows:

7 **5.58.110 - Requisition for supplies not contracted.**

8 **A. Whenever any institution or department of the City, through the officer in**
9 **charge thereof, shall make a requisition on the Supply Commissioner for any**
10 **articles for which there shall be no contract as provided for in Section 5.58.090**
11 **and when the amount to be purchased shall exceed the sum of ~~five hundred~~**
12 **~~dollars (\$500)~~ five thousand dollars (\$5,000) for any one article, and when the**
13 **delivery of same is not to be continuous, the Supply Commissioner shall**
14 **advertise for proposals for the furnishing of such articles, and the award on**
15 **such proposals shall be approved by the Comptroller, the same as is provided**
16 **for in Section 5.58.150; provided that when any article shall be purchased by**
17 **the Commissioner as provided for above, and the delivery of the same is to be**
18 **completed after thirty days, the Commissioner shall enter into contract for**
19 **same as is provided for in Section 5.58.160.**

20 **B. Notwithstanding any provision of this Chapter to the contrary, City**
21 **departments may submit to the Supply Division a requisition for the**
22 **procurement of goods, supplies, equipment, or other tangible items when the**

1 total cost of such procurement does not exceed two thousand five hundred
2 dollars (\$2,500) per transaction. Requisitions at or below this amount shall not
3 require sealed bids or advertising.

4 **C. Requisitions submitted to the Supply Division in an amount greater than two**
5 **thousand five hundred dollars (\$2,500) but not exceeding five thousand dollars**
6 **(\$5,000) shall require sealed bids but shall not require advertising.**

7 **D. All requisitions submitted pursuant to this section shall be subject to approval**
8 **by the Supply Division and shall be made only when such procurement is**
9 **within an appropriated budget and for a lawful public purpose. All dollar**
10 **thresholds set forth herein shall include applicable taxes, freight, handling,**
11 **and set up costs.**

12 **E. The Board of Standardization is authorized to issue administrative rules**
13 **prescribing procedures governing such requisitions, provided that such rules**
14 **shall not reduce or eliminate the authority granted by this section.**

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

1 **SECTION THREE. Emergency Clause.** This being an ordinance for the preservation of public
2 peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of
3 Sections 19 and 20 of Article IV of the Charter, and, therefore, this Ordinance shall become
4 effective immediately upon its passage and approval of the Mayor of the City.

Ordinance 47423

An ordinance to amend Chapter 23 of the Revised Code of St. Louis, 1948, by repealing Sections 121, 122 and 125 thereof, relating to contracts for fuel, milk, ice, food, groceries, drugs, and other requirements of City Institutions, and enacting in lieu thereof a new section to be known as Section 121 pertaining to the same subject; to amend Chapter 23 of the Revised Code of St. Louis, 1948, by repealing Section 124 thereof, relating to the advertisement for proposals for the furnishing of said articles, and enacting in lieu thereof a new section to be known as Section 124, pertaining to the same subject, and containing an emergency clause.

Be it ordained by the City of St. Louis, as follows:

Section One. Chapter 23 of the Revised Code of St. Louis, 1948, is hereby amended by repealing Sections 121, 122 and 125 thereof, relating to contracts for fuel, milk, ice, food, groceries, drugs and other requirements of City Institutions, and in lieu thereof a new section is hereby enacted, to be known as Section 121 and pertaining to the same subject, which new section shall read as follows:

Section 121. When the Board of Standardization deems it necessary and proper and to the best interest of the City, the Supply Commissioner shall advertise for proposals and enter into contracts on the part of the City for furnishing, for a period not to exceed one year, all fuel, milk, ice, meat, butter, lard, fish, eggs, poultry, bread, gasoline, flour, corn meal, hay, corn, oats, ground feed, and all groceries and drugs not otherwise contracted for as may be needed for the use of all City offices and all other departments of the City, the articles to be delivered as required, from time to time, at the different institutions and

departments of the City, and he shall require a good and sufficient bond for the faithful performance of such contracts, which shall be approved by the Comptroller.

Section Two. Chapter 23 of the Revised Code of St. Louis, 1948, is hereby amended by repealing Section 124 thereof, relating to advertisements for proposals for the furnishing of articles to be purchased by the Supply Commissioner, and in lieu thereof a new section is hereby enacted, to be known as Section 124 and pertaining to the same subject, which new section shall read as follows:

Section 124. Whenever any institution or department of the City, through the officer in charge thereof, shall make a requisition on the Supply Commissioner for any articles for which there shall be no contract as provided for in Section 121 of this Chapter, and when the amount to be purchased shall exceed the sum of Five Hundred Dollars for any one article, and when the delivery of same is not to be continuous, the Supply Commissioner shall advertise for proposals for the furnishing of such articles, and the award on such proposals shall be approved by the Comptroller, the same as is provided for in Section 129 of this chapter; provided that when any article shall be purchased by the Commissioner as provided for above, and the delivery of the same is to be completed after thirty days, he shall enter into contract for same, as is provided for in Section 130 of this chapter.

Section Three. The passage of this ordinance being deemed necessary for the immediate preservation of the public health, it is hereby declared to be an emergency measure, and shall become effective immediately upon its passage and approval by the Mayor.

Approved: March 2, 1955.

Ordinance 59582
BOARD BILL NO. 213

An ordinance to amend Section 2 of Ordinance 47423, approved March 2, 1955 as codified as Section 5.58.110 Revised Code of the City of St. Louis, 1980, relating to advertisements for proposals for the furnishing of articles to be purchased by the Supply Commissioner, by increasing the amount of articles which may be purchased without the necessity of advertising from five hundred dollars (\$500.00) to seven thousand dollars (\$7,000.00) and containing an effective date.

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

Section One. Section Two of Ordinance 47423, approved March 2, 1955 as codified as Section 5.58.110 Revised Code of the City of St. Louis, 1980, is hereby amended to read as follows:

"Whenever any institution or department of the City, through the officer in charge thereof, shall make a requisition on the Supply Commissioner for any articles for which there shall be no contract as provided for in Section 5.58.090 of the Revised Code of the City of St. Louis, 1980 and when the amount to be purchased shall exceed the sum of seven thousand dollars for any one article, and when the delivery of same is not to be continuous, the Supply Commissioner shall advertise for proposals for the furnishing of such articles, and the award on such proposals shall be approved by the Comptroller, the same as is provided for in Section 5.58.150 of the Revised Code of the City of St. Louis, 1980; provided that when any article shall be purchased by the Commissioner as provided for above, and the delivery of the same is to be completed after thirty days, he shall enter into contract for same, as is provided for in Section 5.58.160 of the Revised Code of the City of St. Louis, 1980."

Section Two. This ordinance shall become effective upon the approval of the qualified voters of the City of St. Louis a Charter amendment authorizing purchases in amounts not exceeding seven thousand dollars (\$7,000.00) under one contract, with the written approval of the Comptroller, without advertising, after securing competitive bids.

Approved: November 7, 1985

Summary
Board Bill Number 110
Introduced by Alderwoman Sharon Tyus
December 5, 2025

The overall purpose for this bill is to conditionally vacate the following street.

The northern 109.965 +/- .035 feet of the 20 foot wide north/south alley and the eastern approximately 219 feet of the 15 foot wide east/west alley in City Block 3708 as bounded by St Louis Avenue, Newstead Avenue, Maffitt Avenue and Taylor Avenue.

Petitioned by Care Stl Health.

The vacated areas will be used to consolidate property to provide parking for commercial development.

BOARD BILL NUMBER 110 INTRODUCED BY ALDERWOMAN SHARON TYUS

1 An ordinance recommended by the Board of Public Service to conditionally vacate above
2 surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the
3 northern 109.965 +/- .035 feet of the 20 foot wide north/south alley and the eastern
4 approximately 219 feet of the 15 foot wide east/west alley in City Block 3708 as bounded by St
5 Louis Avenue, Newstead Avenue, Maffitt Avenue and Taylor Avenue in the City of St. Louis,
6 Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with
7 Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

9 **SECTION ONE.** The above surface, surface and sub-surface rights of vehicle, equestrian
10 and pedestrian travel, between the rights-of-ways of:

11 A strip of land being part of a 20 foot wide alley in City Block 3708 of Vinegrove
12 Place, a subdivision recorded in Plat Book 6 Page 64 of the City of Saint Louis,
13 Missouri, and being more particularly described as follows:

14 Beginning at a point being the northwest corner of Lot 19 and the northeast
15 corner of Lot 20 of Vinegrove Place and marking the intersection of the east right-
16 of-way of a 15 foot wide alley and the south right-of-way of St Louis Avenue (60
17 foot wide); thence departing said right-of-way of St Louis Avenue and along said
18 alley south 28 degrees 49 minutes 10 seconds west a distance of 109.93 feet to a
19 point; thence north 61 degrees 10 minutes 50 seconds west a distance of 20.00 feet
20 to a point; thence north 28 degrees 49 minutes 10 seconds east a distance of 110.00
21 feet to a point marking the south right-of-way of St Louis Avenue; thence continuing
22 along said right-of-way south 60 degrees 59 minutes 37 seconds east a distance of

20.00 feet to the point of beginning and also containing 1,699 square feet of 0.04
acres more or less

A strip of land being part of a 15 foot wide alley in City Block 3708 of Vinegrove
Place, a subdivision recorded in Plat Book 6 Page 64 and of Taylor Subdivision ,
a subdivision recorded in Plat Book 10 Page 148 of the City of Saint Louis,
Missouri, and being more particularly described as follows:

Beginning at a point being the northeast corner of Lot 28 of Taylor
Subdivision and marking the intersection of the south right-of-way of a 15 foot
wide alley and west right-of-way of North Newstead Avenue (60 foot wide);
thence departing said right-of-way of North Newstead Avenue and along said
alley north 61 degrees 00 minutes 09 seconds west a distance of 219.03 feet to a
point; thence north 28 degrees 59 minutes 51 seconds east a distance of 15.00 feet
to a point; thence south 61 degrees 00 minutes 09 seconds east a distance of
219.11 feet to a point marking the west right-of-way of North Newstead Avenue;
thence continuing along said right-of-way south 29 degrees 16 minutes 35
seconds west a distance of 15.00 feet to the point of beginning and also containing
3,286 square feet, or 0.08 acres, more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO. Care Stl Health plans to use the vacated areas to consolidate property to
provide parking for commercial development.

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

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

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

14 **SECTION SIX.** The owner(s) shall not place any improvement upon, over or in the area(s)
15 vacated without:

- 16 1. Lawful permit from the Building Division or Authorized City agency as governed
17 by the Board of Public Service.
- 18 2. Obtaining written consent of the utilities, governmental service entities and franchise
19 holders, present or future. The written consent with the terms and conditions thereof
20 shall be filed in writing with the Board of Public Service by each of the above
21 agencies as needed and approved by such Board prior to construction.

22 **SECTION SEVEN.** The owners may secure the removal of all or any part of the facilities
23 of a utility, governmental service entity or franchise holder by agreement in writing with such

1 utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the
2 undertaking of such removal.

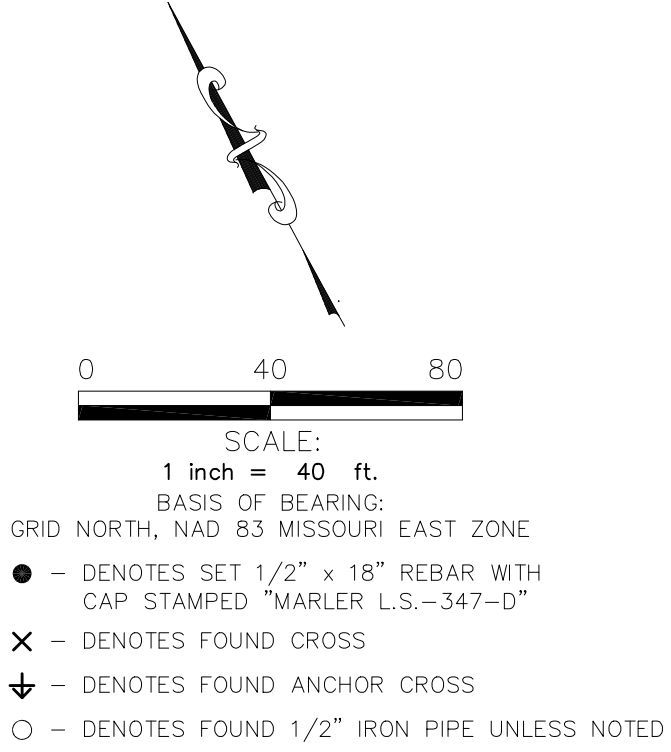
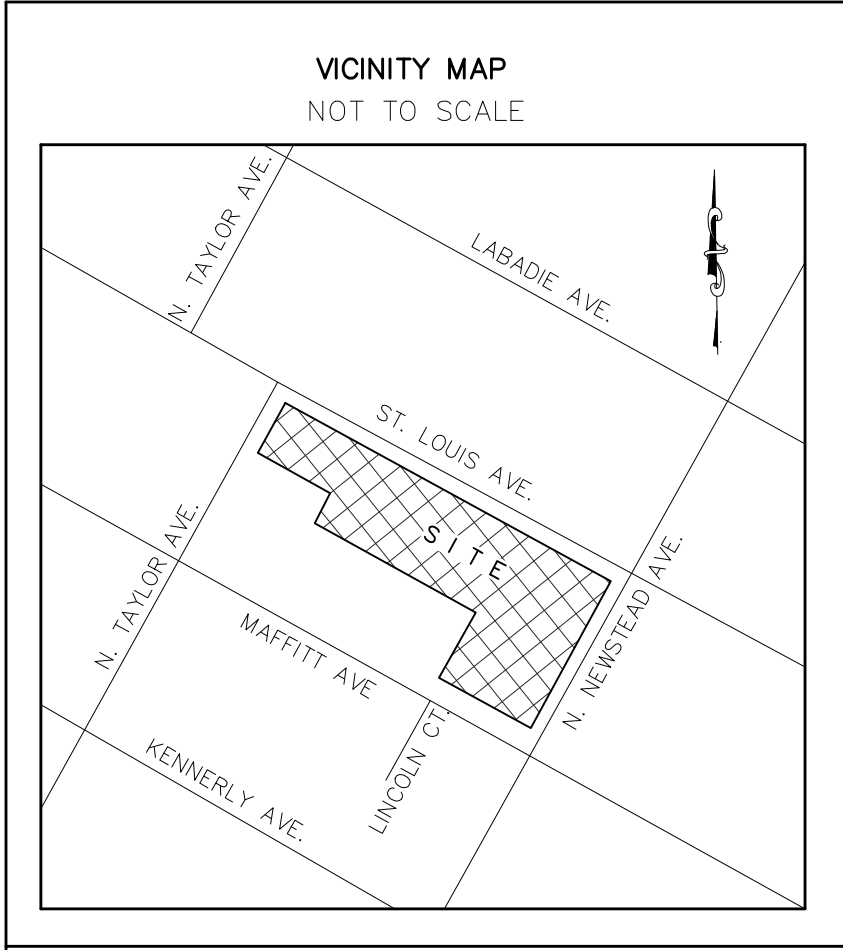
3 **SECTION EIGHT.** In the event that granite curbing or cobblestones are removed within
4 the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must
5 have curbing cobblestones returned to the Department of Streets in good condition.

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

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

20 **SECTION TEN.** An affidavit stating that all of the conditions be submitted to the Director
21 of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing
22 and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit

- 1 will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted
- 2 within the prescribed time the ordinance will be null and void.



LINE	BEARING	DISTANCE
E1	S 60° 59' 37" E	20.00'
E2	S 28° 49' 10" W	109.93'
E3	N 61° 10' 50" W	20.00'
E4	N 28° 49' 10" E	110.00'
E5	N 28° 59' 51" E	15.00'
E6	S 61° 00' 09" E	219.11'
E7	S 29° 16' 35" W	15.00'
E8	N 61° 00' 09" W	219.03'

ALLEY VACATION PLAT
ALL OF TWO STRIPS OF LAND BEING PART OF A 15' WIDE AND 20' WIDE ALLEY
OF VINEGROVE PLACE AND OF TAYLOR SUBDIVISION IN CITY BLOCK 3708

CITY BLOCK 3708
CITY OF ST. LOUIS, MISSOURI

GENERAL NOTES

- BASIS OF BEARING IS GRID NORTH, NAD 83 MISSOURI EAST ZONE.
- THERE ARE NO LIEN HOLDERS OF RECORD

OWNER'S SCRIPT

WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND A ALLEY VACATION PLAT PREPARED IN THE MANNER SHOWN ON THIS PLAT, AND HEREBY REQUEST THAT THE AREA DESCRIBED AND SHOWN CROSS-HATCHED ON THE PLAT TO BE VACATED.

ALL EXISTING EASEMENTS ARE SHOWN ON THIS SURVEY.

CARE STL HEALTH

DATE

STATE OF _____ }
 } S.S.
_____ COUNTY }

ON THE _____ DAY OF _____, 20____, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT _____ IS/ARE THE MEMBER/MANAGER OF CARE STL HEALTH, A CORPORATION IN THE STATE OF MISSOURI, AND THE SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS ARTICLES OF ORGANIZATION AND/OR ITS OPERATING AGREEMENT; AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

THE FOREGOING PLAT HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF PUBLIC SERVICE ON THIS _____ DAY OF _____ 20____

BY RICHARD T. BRADLEY, PE, PRESIDENT MICHELE KNOX, SECRETARY

DATE: _____ DATE: _____

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF **CARE STL HEALTH** WE HAVE DURING THE MONTH OF JUNE 2024, PERFORMED A BOUNDARY RESURVEY AND LOCATION OF IMPROVEMENTS OF TWO STRIPS OF LAND BEING PART OF A 15' WIDE AND 20' WIDE ALLEY OF VINEGROVE PLACE AND OF TAYLOR SUBDIVISION IN CITY BLOCK 3708, AND HAVE CREATED A ALLEY VACATION PLAT IN THE MANNER SHOWN BY THIS PLAT, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING:
THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION (20 CSR 2030-16.040) AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (20 CSR 2030-16.070), AND THE LOCATION OF IMPROVEMENTS AND EASEMENTS (20 CSR 2030-16.110), EFFECTIVE 12/30/94, AND LAST REVISED MAY OF 2017. (URBAN CLASS PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 20____

MARLER SURVEYING COMPANY INC.
MISSOURI CORP. NO. L.S. 347-D

By:

MARTY L. MARLER
MISSOURI P.L.S. 2501

STATE OF MISSOURI }
 } S.S.
SAINT LOUIS CITY }

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARTY L. MARLER, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PROJECT NAME: VILLE WELLNESS CENTER -- ALLEY VACATION SHEET 1 OF 1
ADDRESS: 4454 SAINT LOUIS AVENUE, SAINT LOUIS, MISSOURI 63115

MARLER
SURVEYING COMPANY, INC.

11402 CRAVOIS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX
402 EAST SPRINGFIELD ROAD, SULLIVAN, MO (573) 468-4684 PH. (573) 860-8606 FAX
email: marler@marlersurveying.net

DATE: 07/25/2025	REVISION DATES
SCALE: 1" = 40'	
DRAWN BY: D.L.E.	
CHECKED BY: M.L.M.	
DWG. No.: 2405-020	
DEPUTY: N.N./E.V.	

LAND DESCRIPTION (20' WIDE ALLEY VACATION)

A STRIP OF LAND BEING PART OF A 20' WIDE ALLEY IN CITY BLOCK 3708 OF VINEGROVE PLACE, A SUBDIVISION RECORDED IN PLAT BOOK 6 PAGE 64 OF THE CITY OF ST. LOUIS LAND RECORDS OFFICE IN ST. LOUIS, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHWEST CORNER OF LOT 19 AND THE NORTHEAST CORNER OF LOT 20 OF VINEGROVE PLACE AND MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF A 15' WIDE ALLEY AND THE SOUTH RIGHT-OF-WAY OF ST. LOUIS AVENUE (60' WIDE);

THENCE DEPARTING SAID RIGHT-OF-WAY OF ST. LOUIS AVENUE AND ALONG SAID ALLEY SOUTH 28 DEGREES 49 MINUTES 10 SECONDS WEST A DISTANCE OF 109.93 FEET TO A POINT;

THENCE NORTH 61 DEGREES 10 MINUTES 50 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT;

THENCE NORTH 28 DEGREES 49 MINUTES 10 SECONDS EAST A DISTANCE OF 110.00 FEET TO A POINT MARKING THE SOUTH RIGHT-OF-WAY OF ST. LOUIS AVENUE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 60 DEGREES 59 MINUTES 37 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND ALSO CONTAINING 1,699 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

LAND DESCRIPTION (15' WIDE ALLEY VACATION)

A STRIP OF LAND BEING PART OF A 15' WIDE ALLEY IN CITY BLOCK 3708 OF VINEGROVE PLACE, A SUBDIVISION RECORDED IN PLAT BOOK 6 PAGE 64 AND OF TAYLOR SUBDIVISION, A SUBDIVISION RECORDED IN PLAT BOOK 10 PAGE 148 OF THE CITY OF ST. LOUIS LAND RECORDS OFFICE IN ST. LOUIS, MISSOURI AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE NORTHEAST CORNER OF LOT 28 OF TAYLOR SUBDIVISION AND MARKING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF A 15' WIDE ALLEY AND WEST RIGHT-OF-WAY OF NORTH NEWSTEAD AVENUE (60' WIDE);

THENCE DEPARTING SAID RIGHT-OF-WAY OF NORTH NEWSTEAD AVENUE AND ALONG SAID ALLEY NORTH 61 DEGREES 00 MINUTES 09 SECONDS WEST A DISTANCE OF 219.03 FEET TO A POINT;

THENCE NORTH 28 DEGREES 59 MINUTES 51 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT;

THENCE SOUTH 61 DEGREES 00 MINUTES 09 SECONDS EAST A DISTANCE OF 219.11 FEET TO A POINT MARKING THE WEST RIGHT-OF-WAY OF NORTH NEWSTEAD AVENUE;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY SOUTH 29 DEGREES 16 MINUTES 35 SECONDS WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND ALSO CONTAINING 3,286 SQUARE FEET OR 0.08 ACRES MORE OR LESS.

PETITION FOR VACATION AND WAIVER OF DAMAGES

Honorable Board of Public Service
The City of St. Louis

We, the undersigned, legal owners of property in city block(s) 3708
between Saint Louis Avenue on the north and Maffit Avenue on the south
and between N Taylor Ave on the west and N Newstead Ave on the east.
hereby petition the City of St. Louis to vacate and abolish The Northern 110 feet of the 20'
wide north- south alley and the Eastern 219 feet of the 15' wide
east-west alley.

and we hereby waive all claims for damages sustained as the result of the vacation and abolition of the afore-
said area.

IN WITNESS WHEREOF we have hereunto set our hands this 14th
day of August, 25.

ATTEST Jasmine Bratton
Secretary

CareSTL Health Co.
By Angela Clabon
Title President + CEO

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss

On this 14th day of August, 25,
before me appeared Angela Clabon

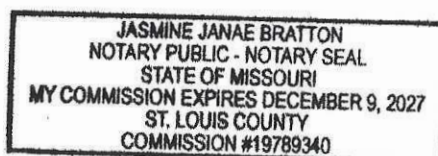
to me personally known, who being duly sworn, did say that he is the President + CEO of
CareSTL Health, a corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed
in behalf of said corporation by authority of its Board of Directors, and said

_____ acknowledged said
instrument to be the free act and deed of said corporation.

Witness my hand and notarial seal in the City of St. Louis, State of Missouri, the day
and year first above written.

My term expires 12/9/2027

Jasmine Janae Bratton
NOTARY PUBLIC



ST-195-ML

BOARD BILL NUMBER 111 INTRODUCED BY ALDERWOMAN SHARON TYUS

1 An ordinance recommended by the Board of Public Service to conditionally vacate above
2 surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in the East
3 Taylor Avenue from Broadway to Ouida Avenue in the City of St. Louis, Missouri, as
4 hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of
5 Article XXI of the Charter and imposing certain conditions on such vacation.

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

7 **SECTION ONE.** The above surface, surface and sub-surface rights of vehicle, equestrian
8 and pedestrian travel, between the rights-of-ways of:

9 A strip of land being part of East Taylor Avenue (60 feet wide) bounded between
10 City Block 3478 and City Block 3479 of the City of Saint Louis, Missouri and also
11 being between the right-of-way lines of North Broadway Street and Ouida, and
12 being more particularly described as follows:

13 Beginning at the most eastern corner of Lot 20 in Block 60 of O'Fallon
14 Estate, Harlem, said point being the most southern corner of that portion of Ouida
15 Avenue vacated per Ordinance 58147, thence crossing said East Taylor Avenue (60
16 feet wide) right-of-way South 37 degrees 08 minutes 50 seconds East, a distance of
17 60.08 feet to a point, said point being the most northern corner of said City Block
18 3478 and also being the intersection of the southwest right-of-way line of Ouida
19 Avenue (50 feet wide) and the south right-of-way line of said East Taylor Avenue;
20 thence along said East Taylor Avenue right-of-way South 55 degrees 46 minutes 42
21 seconds West, a distance of 340.66 feet to a point, said point being the intersection
22 of said East Taylor Avenue right-of-way line and the north right-of-way line of
23 North Broadway Street (108 feet wide); thence crossing said East Taylor Avenue

1 right-of-way North 45 degrees 49 minutes 53 seconds West, a distance of 61.25 feet
2 to a point, said point being the intersection of the north right-of-way line of said East
3 Taylor Avenue and North Broadway Street (width varies); thence along said East
4 Taylor right-of-way line North 55 degrees 46 minutes 42 seconds East, a distance of
5 349.93 feet to the point of beginning and also containing 20,718 square feet more or
6 less.

7 are, upon the conditions hereinafter set out, vacated.

8 **SECTION TWO.** Hopkins Properties of St Louis LLC plans to use the vacated areas to
9 consolidate property for commercial development to enhance security.

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

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

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

1 **SECTION SIX.** The owner(s) shall not place any improvement upon, over or in the area(s)
2 vacated without:

3 1. Lawful permit from the Building Division or Authorized City agency as governed
4 by the Board of Public Service.

5 2. Obtaining written consent of the utilities, governmental service entities and franchise
6 holders, present or future. The written consent with the terms and conditions thereof
7 shall be filed in writing with the Board of Public Service by each of the above
8 agencies as needed and approved by such Board prior to construction.

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

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

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

- 22 1. CITY WATER DIVISION so as to cover the full expenses of removal and/or relocation of
23 Water facilities, if any.

1 2. CITY TRAFFIC AND TRANSPORTATION DIVISION so as to cover the full expenses of
2 removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be
3 returned.

4 3. CITY STREET DEPARTMENT so as to cover the full expenses required for the
5 adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s)
6 as specified in Sections Two and Eight of the Ordinance.

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

Summary
Board Bill Number 136
Introduced by Alderman Rasheen Aldridge
January 30, 2026

The overall purpose for this bill is to conditionally vacate the following street in a portion of Elliott Avenue from Saint Louis Avenue to Montgomery Avenue, Montgomery Street from Jefferson Avenue to Elliott Avenue, and the 20-foot wide east/west alley beginning at Elliott Avenue and extending eastwardly 259.99 feet to a point in City Block 2365 as bounded by Saint Louis Avenue, Jefferson Avenue, Montgomery Street and Elliott Avenue.

BOARD BILL NUMBER 136 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE

An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in a portion of 1) Elliott Avenue from Saint Louis Avenue to Montgomery Street, 2) Montgomery Street from Jefferson Avenue to Elliott Avenue and 3) The 20 foot wide east/west alley beginning at Elliott Avenue and extending eastwardly 259.99 feet to a point in City Block 2365 as bounded by Saint Louis Avenue, Jefferson Avenue, Montgomery Street and Elliott Avenue in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

Beginning at the northwest corner of Lot 13 in Block 2365 of the City of Saint Louis, Missouri, and being more particularly described as follows:

Being a point on the south line of St Louis Avenue, (width varies); thence south along the east line of Elliott (60 foot wide) Avenue, south 00 degrees 45 minutes 00 seconds east 154.36 feet to the north line of a 20 foot wide alley; thence along the north line of said 20 foot wide alley, north 89 degrees 18 minutes 30 seconds east, 259.99 feet to a point; thence leaving said north line of alley, south 00 degrees 45 minutes 00 seconds east, 20.00 feet to the south line of said alley; thence along said south line of alley, south 89 degrees 18 minutes 30 seconds west, 259.99 feet back to the east line of said Elliott Avenue; thence along said east line of Elliott Avenue, south 00 degrees 45 minutes 00 seconds east, 154.36 feet to a point on the

1 north line of Montgomery (60 foot wide) Street, north 89 degrees 12 minutes 30
2 seconds east, 320.02 feet to a point on the west line of Jefferson (60 foot wide)
3 Avenue; thence along the west line of said Jefferson Avenue, south 00 degrees 45
4 minutes 00 seconds east 60.00 feet to the south line of said Montgomery street;
5 thence along said south line of Montgomery Street, south 89 degrees 12 minutes 30
6 seconds west, 380.42 feet to the western line of Elliott Avenue; thence along the
7 western line of Elliott Avenue north 00 degrees 45 minutes 00 seconds west, 388.41
8 feet back to the south line of St Louis Avenue; thence along the south line of said St
9 Louis Avenue, north 89 degrees 24 minutes 30 seconds east, 61.86 feet back to the
10 point of beginning containing 1.108 acres (48,258 square feet), more or less.

11 are, upon the conditions hereinafter set out, vacated.

12 **SECTION TWO.** Sensient Colors LLC is the petitioner and plans to use the proposed
13 vacated areas to consolidate property to enhance safety and security.

14 Per the request of the Planning & Urban Design Agency's Planning Commission the following
15 condition is being added to the ordinance:

16 Notwithstanding the foregoing vacation, the construction of any impervious vertical barrier
17 including any fence or wall in City Blocks 2365 and 2366 shall generally follow the north edge of
18 the former right-of-way of the east/west alley in City Block 2365, and shall be no closer than 150
19 feet south of the south edge of the Saint Louis Avenue right-of-way between Leffingwell Avenue
20 and Jefferson Avenue.

21 **SECTION THREE.** All rights of the public in the land bearing rights-of-way traversed by
22 the foregoing conditionally vacated portion of the alley and streets, are reserved to the City of St.

1 Louis for the public including present and future uses of utilities, governmental service entities and
2 franchise holders, except such rights as are specifically abandoned or released herein.

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

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

12 **SECTION SIX.** The owner(s) shall not place any improvement upon, over or in the area(s)
13 vacated without:

- 14 1. Lawful permit from the Building Division or Authorized City agency as governed
15 by the Board of Public Service.
- 16 2. Obtaining written consent of the utilities, governmental service entities and franchise
17 holders, present or future. The written consent with the terms and conditions thereof
18 shall be filed in writing with the Board of Public Service by each of the above
19 agencies as needed and approved by such Board prior to construction.

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

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

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

10 1. CITY WATER DIVISION so as to cover the full expenses of removal and/or relocation of
11 Water facilities, if any.

12 2. CITY TRAFFIC AND TRANSPORTATION DIVISION so as to cover the full expenses of
13 removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be
14 returned.

15 3. CITY STREET DEPARTMENT so as to cover the full expenses required for the
16 adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s)
17 as specified in Sections Two and Eight of the Ordinance.

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

Summary
Board Bill Number 150
Introduced by Alderwoman Shameem Clark Hubbard
February 13, 2026

The bill directs the Director of Streets to install speed humps pursuant to Ordinance **Number 70333** as amended by Ordinance **Number 71394** to calm the flow of traffic on the 6100 block of Washington Ave.

BOARD BILL 150 NUMBER INTRODUCED BY ALDERWOMAN SHAMEEM CLARK HUBBARD

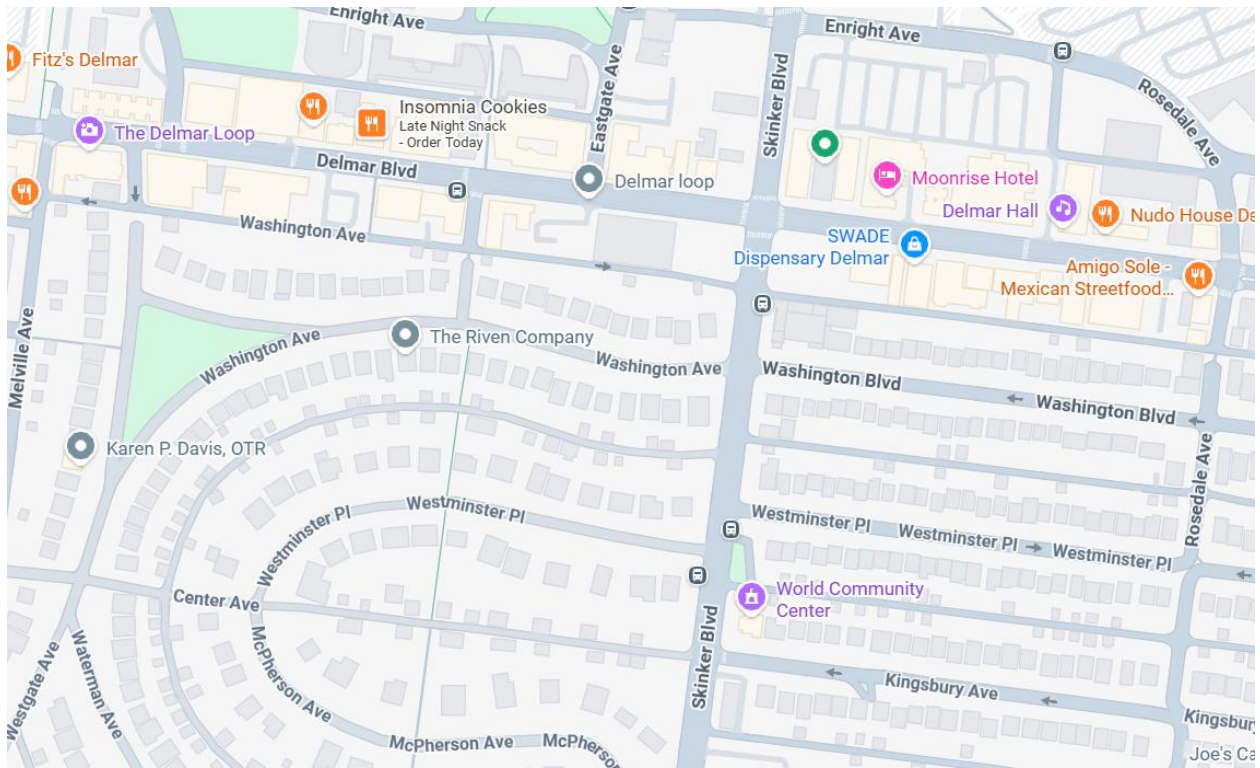
1 Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an
2 ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on
3 6100 block of Washington in the 10th ward.

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

5 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number**
6 **71394** the Director of Streets is hereby directed to install speed humps to calm the flow of traffic
7 on 6100 block of Washington Avenue in the 10th ward as follows:

8 1. Speed Humps shall be installed on the 6100 Block of Washington Avenue

BOARD BILL NUMBER 150 MAP



Summary
Board Bill Number 159
Introduced by Alderman Browning
February 13, 2026

An ordinance providing for the execution and delivery of a Municipal Stormwater Grant Participation Agreement by and between the City of St. Louis and The Metropolitan St. Louis Sewer District, authorizing and directing the Director of the Streets Department and the Director of the Planning and Urban Design Agency to apply for and expend funds under such agreement for the purposes of a floodwall project, and containing an Emergency Clause.

BOARD BILL NUMBER 159 INTRODUCED BY ALDERMAN MICHAEL BROWNING

1 An ordinance providing for the execution and delivery of a Municipal Stormwater Grant
2 Participation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit**
3 **A**, by and between the City of St. Louis (the “City”) and The Metropolitan St. Louis Sewer District
4 (“MSD”), authorizing and directing the Director of the Streets Department (the “Director of
5 Streets”) and the Director of the Planning and Urban Design Agency (the “Director of PDA”) to
6 apply for and expend funds under the Agreement for the purposes of a floodwall project, and
7 containing an Emergency Clause.

8 **WHEREAS**, MSD has established a Municipal Stormwater Grant Program (the
9 “Program”) under which participating municipalities can apply for grant dollars to help fund local
10 stormwater projects to improve flooding and erosion control; and

11 **WHEREAS**, the City desires to apply for funds under the Program to help fund a
12 floodwall project more fully described on **Exhibit B** hereto (the “Project”); and

13 **WHEREAS**, in order to participate in the Program, the City must execute and deliver the
14 Agreement; and

15 **WHEREAS**, the Board of Aldermen wishes to express, as provided herein, the consent
16 of the City to the execution and delivery of the Agreement, and the authorization and direction
17 of the Director of Streets and the Director of PDA to apply for and expend funds thereunder.

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

19 **SECTION ONE.** The City of St. Louis hereby consents to the execution and delivery of
20 the Agreement by and between the City and MSD, in substantially the form attached hereto as
21 **Exhibit A.**

22 **SECTION TWO.** Subject to any necessary approvals or consents, or revisions as

1 approved by the City Counselor, the Mayor is hereby authorized and directed to execute and
2 deliver, on behalf of the City, the Agreement by and between the City and MSD, in substantially
3 the form attached hereto as **Exhibit A**, and such other documents as may be approved by the City
4 Counselor and which are not inconsistent herewith and which are incidental to and related to the
5 transactions contemplated by the Agreement.

6 **SECTION THREE.** Following the full execution and delivery of the Agreement by the
7 Mayor and MSD, the Director of Streets and/or such person's authorized designees are hereby
8 authorized and directed to submit to MSD an application for grant funds under the Program for
9 the purposes of the Project, together with all Project plans and other information required by
10 MSD for such an application (collectively, the "Project Application") and to apply under such
11 program for such other eligible projects as the Director of Streets and/or such person's authorized
12 designees may think necessary or appropriate.

13 **SECTION FOUR.** The City, by and through its Streets Department, is hereby authorized
14 to accept any amount of funds granted to the City under the Program pursuant to the Project
15 Application (the "Project Grant Amount") for the purposes of the Project set forth on **Exhibit B**.
16 There is hereby appropriated to the Streets Department an amount up to the Project Grant
17 Amount, which is anticipated to be \$900,000, to the extent such funds are received. The Director
18 of Streets and/or such person's authorized designees are hereby authorized and directed to make,
19 negotiate, and execute any and all contracts or other documents on behalf of the City to expend
20 such funds and to expend such funds on behalf of the City for certain purposes substantially in
21 accordance with the purposes of the Project set forth on **Exhibit B**, to the extent such funds are
22 received. The Comptroller is authorized and directed to issue warrants to the Treasurer for

1 payment of all expenditures authorized in this Section provided that such warrants do not exceed
2 the total amount of funds appropriated by this Section.

3 **SECTION FIVE.** Following the full execution and delivery of the Agreement by the
4 Mayor and MSD, the Director of PDA and/or such person's authorized designees are hereby
5 authorized and directed to submit to MSD an application for grant funds under the Program for
6 the purposes of purchasing a data set related to the Project titled "First Street hazard layers data
7 related to CDBG-DR Federal Funds for the 2022 Flood & Project Clear Grant" (the "Data Set"),
8 together with all other information required by MSD for such an application (collectively, the
9 "Data Set Application") and to apply under such program for such other eligible projects as the
10 Director of PDA and/or such person's authorized designees may think necessary or appropriate.

11 **SECTION SIX.** The City, by and through the Planning and Urban Design Agency, is
12 hereby authorized to accept any amount of funds granted to the City under the Program pursuant
13 to the Data Set Application (the "Data Set Grant Amount") for the purposes of the Project set
14 forth on **Exhibit B**. There is hereby appropriated to the Streets Department an amount up to the
15 Data Set Grant Amount, which is anticipated to be \$100,000, to the extent such funds are
16 received. The Director of PDA and/or such person's authorized designees are hereby authorized
17 and directed to make, negotiate, and execute any and all contracts or other documents on behalf
18 of the City to expend such funds and to expend such funds on behalf of the City for certain
19 purposes substantially in accordance with the purchase of the Data Set, to the extent such funds
20 are received. The Comptroller is authorized and directed to issue warrants to the Treasurer for
21 payment of all expenditures authorized in this Section provided that such warrants do not exceed
22 the total amount of funds appropriated by this Section.

1 **SECTION SEVEN.** This ordinance shall be in full force and effect from and after the
2 date of its passage and approval and shall remain in effect until amended or repealed by the Board
3 of Aldermen.

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

BOARD BILL NUMBER 159
EXHIBIT A

**MUNICIPAL STORMWATER
GRANT PARTICIPATION AGREEMENT**

[See attached.]

BOARD BILL NUMBER 159
EXHIBIT B

PROJECT PURPOSES

The Project shall consist of:

- Conducting pump tests at each of the 133 relief wells along the St. Louis Floodwall/Levee System;
- Performing relief well cleaning and repair; and/or
- Performing maintenance and rehabilitation on the St. Louis Floodwall/Levee System, including without limitation the relief wells, based in part on the report of the documented pump tests and results.

MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT

This MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____ (“Effective Date”), by and between The Metropolitan St. Louis Sewer District (the “District”), and the [County][City][Village] of _____ (the “Municipality”).

RECITALS

WHEREAS, following voter approval in April 2024, the District implemented a stormwater property tax on all residential property and a stormwater impervious charge on all non-residential properties to fund a District-wide stormwater improvement program (the “Stormwater Improvement Program”); and

WHEREAS, the District has decided to allocate a certain amount of revenue generated by the Stormwater Improvement Program towards a municipal stormwater grant program (the “Municipal Stormwater Grant Program”); and

WHEREAS, under the Municipal Stormwater Grant Program, a participating municipality can apply for grant dollars to help fund local stormwater projects to improve flooding and erosion control; and

WHEREAS, the Municipality desires to participate in the Municipal Stormwater Grant Program; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to Ordinance No. 16741, as adopted by the District’s Board of Trustees on January 8, 2026; and

WHEREAS, the Municipality has been lawfully authorized by its governing body to enter into this Agreement, and the official who has applied his/her signature to this Agreement has been duly authorized to execute it for and on behalf of the Municipality, and is otherwise authorized to act as the representative of the Municipality in connection with this Agreement; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions under which the Municipality may access and use Grant Funds (defined below) for an approved project.

NOW THEREFORE, in consideration of certain mutual benefits inuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

TERMS

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Definitions.**

- a. **“Project”** refers to any stormwater-related project submitted by the Municipality to the District for approval as described in Section 3 below that is to be funded in whole or in part by Grant Funds.
- b. **“Rules and Regulations”** means all District rules, regulations, manuals, standards, policies, criteria, technical specifications, and requirements applicable to sewer construction and stormwater development, as amended from time to time.
- c. **“Grant Funds”** means the funds made available by the District to the Municipality under the Municipal Stormwater Grant Program for a Project.

3. **Application Process and Project Submittal.**

- a. To obtain Grant Funds from the District, the Municipality shall submit an application and all required Project plans and other information to the District in the form and manner required by the District for approval. The application shall, among other things, specify the amount of available Grant Funds the Municipality is seeking from the District.
- b. The District may not review any application for Grant Funds submitted by a Municipality that has an outstanding balance owed to the District for unpaid charges or fees or is otherwise in violation of any District Ordinance, rule or regulation, until said Municipality has either paid the balance in full or reached an agreement with the District that will result in payment of the balance owed or has otherwise rectified any issue of non-compliance.
- c. All Projects funded in whole or in part with Grant Funds must comply with the District’s Rules and Regulations regarding stormwater development, including applicable design criteria, and technical and construction standards. The Municipality agrees to comply with all requirements needed for the District to approve the Project plans.
- d. The District will review the application and submittals for completeness and compliance with this Agreement and the Rules and Regulations.

4. **Grant Determination and Project Approval.** If the District determines that: (a) the Municipality’s application meets the District’s requirements; (b) the proposed Project addresses a flooding or erosion control issue, and (c) there are Grant Funds available for distribution to the Municipality, then the District will approve the Project and make the requested Grant Funds available. The Parties agree that the terms of this Agreement shall apply to any Project that is funded in whole or in part by Grant Funds.

5. **Disbursement; Use of Funds.** Grant Funds shall be used solely for eligible Project costs approved by the District. Disbursement shall occur in accordance with District procedures,

which, at the District's discretion, may include a lump sum payment, reimbursement upon submission of satisfactory documentation, or progress payments tied to milestones approved by the District depending on the Project. The Municipality shall diligently pursue efforts to complete the approved Project in a timely manner. The District may withhold, reduce, or delay disbursements if the Municipality is in breach, fails to provide required documentation, or if the Project no longer complies with the Rules and Regulations.

6. **Permits and Approvals.** The Municipality shall obtain, maintain, and comply with all permits, licenses, consents, and approvals necessary to complete an approved Project, including but not limited to federal, state, and local permits, and any permits required by the District.
7. **Changes; Notice.** The Municipality shall provide prompt written notice to the District of any material changes in scope, schedule, or budget impacting a given Project, and shall not implement material changes without the District's prior written consent.
8. **Dedication, Easements, and Related Documents.** In the event an approved Project involves new construction that will become part of the District's public sewer system, the Municipality agrees to complete the District's dedication process for eligible Project improvements and to execute and deliver any easements, dedications, affidavits, plats, maintenance/access instruments, as-built plans, GIS data, or similar documents or information the District deems necessary for the Project to be dedicated to the District and become part of the public sewer system.
9. **Compliance with Laws; Prevailing Wage.** As a condition of receiving Grant Funds, the Municipality shall comply, and shall cause its contractors and subcontractors to comply, with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation, applicable prevailing wage laws and laws governing the bidding of public works projects.
10. **Records; Retention; Cooperation.** The Municipality shall establish and maintain complete and accurate records relating to the Project and Grant Funds, including but not limited to engineering studies, plans, procurement, contracts, change orders, pay applications, payrolls, certified wage documentation, inspections, testing, and closeout. The Municipality shall retain all such records for at least ten (10) years after Project completion and shall make such records available to the District in a timely manner upon request.
11. **Audit Rights.** The District reserves the right to audit any Project and all related records, whether held by the Municipality or its contractors, subcontractors, or consultants. The Municipality shall provide reasonable access to personnel, sites, records, and systems during normal business hours and shall cause its contractors and subcontractors to do the same.
12. **Misapplication of Funds; Suspension; Repayment.** If the District determines that the Municipality has misapplied Grant Funds, the Municipality will be suspended from

participation in the grant program. In addition, the Municipality may be required to repay misapplied funds as a penalty, in an amount and on a schedule determined by the District, without prejudice to other remedies available at law or in equity.

13. **Term; Termination of Agreement.**

- a. This Agreement commences on the Effective Date and shall remain in effect so long as the Municipality chooses to participate in the Municipal Stormwater Grant Program. Either Party may terminate this Agreement, with or without cause, at any time by providing thirty (30) days' written notice.
- b. The District may immediately terminate this Agreement if the Municipal Stormwater Grant Program is cancelled or no longer funded due to a change in law or a decision of the District's Board of Trustees. Under no circumstances shall the District be obligated to fund a Project once all Grant Funds have been distributed to the Municipality.
- c. The District may immediately terminate this Agreement if the Municipality is in violation of any Ordinance of the District or fails to pay amounts due the District for wastewater or stormwater services.

14. **Independent Status; No Third-Party Beneficiaries.** The Parties agree that the Municipality's acceptance of any Grant Funds does not in any way establish an agency, partnership, or joint venture between the District and the Municipality, its contractors, or any other third-party. The Municipality and its contractors are independent entities. No third-party beneficiaries are intended under this Agreement.

15. **Assignment.** The Municipality shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the District, approved by the same parties who executed and approved this Agreement, or their successors in office.

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument, which shall constitute an original. This Agreement may be executed and signatures exchanged by electronic means and electronic and digital signatures shall constitute an original signature for all purposes.

17. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Missouri.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions and agreements. Amendments must be made in writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**THE METROPOLITAN ST. LOUIS
SEWER DISTRICT**

BY: _____

Bret Berthold
CEO & Executive Director

ATTEST:

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

Timothy Snoke
Secretary-Treasurer

BY: _____

Todd J. Aschbacher
General Counsel

NAME OF MUNICIPALITY: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ATTEST:

BOARD BILL NUMBER 159

FISCAL NOTE

Preparer's Name Cheryl Campbell

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

Bill Sponsor Alderman Michael Browning

Bill Synopsis:	<i>An ordinance authorizing execution of a Municipal Stormwater Grant Participation Agreement between the City of St. Louis and the Metropolitan St. Louis Sewer District (MSD); authorizing the Director of Streets and the Director of Planning and Urban Design Agency to apply for and expend grant funds for floodwall system testing, maintenance, and rehabilitation and related data acquisition; appropriating funds contingent upon receipt; and containing an emergency clause.</i>
Type of Impact:	<i>Revenue (Grant-Funded Appropriation)</i>
Agencies Affected:	<i>Streets Department; Planning and Urban Design Agency; Comptroller; Treasurer.</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
- 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 _____ 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 bill authorizes acceptance and expenditure of grant funds anticipated to total up to \$1,000,000 (\$900,000 for floodwall-related activities and \$100,000 for acquisition of related data). These funds are appropriated contingent upon receipt and do not represent General Fund expenditures. Administrative coordination and grant compliance activities are expected to be managed within existing departmental resources based on the language of the ordinance.

- 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:

The bill authorizes participation in an external grant program administered by MSD and appropriates grant proceeds for project-related costs. No ongoing City-funded operating, equipment, or maintenance costs are specified within the ordinance language. Any future operational implications associated with floodwall maintenance activities are not quantified in the bill.

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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$0	\$0	\$0
Additional Revenue	\$0	\$0	\$0
Net	\$0	\$0	\$0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$1,000,000	\$0	\$0
Additional Revenue	\$1,000,000	\$0	\$0
Net	\$0	\$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. It assumes receipt of grant funding up to \$900,000 for floodwall project activities and up to \$100,000 for related data acquisition as stated in the ordinance, and that expenditures do not exceed amounts received. It further assumes implementation and administrative coordination occur within existing departmental workload capacity. Departmental workload volume projections, staffing plans, or independent cost estimates were not part of the materials reviewed in preparing this fiscal note.

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

Board Bill 159 ordinance text and attachments.

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

☐ Yes ☒ No

 - If yes, by whom? _____ .

Summary
Board Bill Number 170
Introduced by Alderman Bret Narayan
February 13, 2026

The proposed bill will establish a two-way stop site at the intersection of Forest Avenue and Glades Avenue regulating all traffic travelling north and southbound on Forest Avenue at the intersection of Forest Avenue and Glades Avenue; and containing an emergency clause.

BOARD BILL NUMBER 170 INTRODUCED BY ALDERMAN BRET NARAYAN

1 An Ordinance establishing a two-way stop site at the intersection of Forest Avenue and Glades
2 Avenue regulating all traffic travelling north and southbound on Forest Avenue at the
3 intersection of Forest Avenue and Glades Avenue; and containing an emergency clause.

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

5 An Ordinance establishing a two-way stop site at the intersection of Forest Avenue and Glades
6 Avenue regulating all traffic travelling north and southbound on Forest Avenue at the
7 intersection of Forest Avenue and Glades Avenue; and containing an emergency clause.

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

9 **SECTION ONE.** There is hereby established a two-way stop site at the intersection of Forest
10 Avenue and Glades Avenue regulating all traffic travelling north and southbound on Forest
11 Avenue at the intersection of Forest Avenue and Glades Avenue. The Director of Avenues is
12 hereby authorized and directed to install stop signs at said location to regulate traffic approaching
13 this intersection.

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

Summary**Board Bill Number 148****Introduced by: Alderwoman Pamela Boyd****February 13, 2026**

This Board Bill, recommended by the Board of Estimate and Apportionment, appropriates to the Department of Health \$1,363,875.78 in funds received by the City of St. Louis pursuant to the national opioid settlement agreements; authorizes the expenditure of such funds, to the extent received; and contains an emergency clause.

BOARD BILL NUMBER 148 INTRODUCED BY: ALDERMAN PAMELA BOYD

1 An Ordinance, recommended by the Board of Estimate and Apportionment, appropriating to the
2 Department of Health funds received by the City of St. Louis pursuant to national opioid settlement
3 agreements; authorizing the expenditure of such funds, to the extent received; authorizing contracts
4 and other documents to expend such funds, to the extent received; and containing an emergency
5 clause.

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

7 **SECTION ONE.** There is hereby appropriated to the Department of Health the sum of One
8 Million Three Hundred Sixty-Three Thousand Eight Hundred Seventy-Five Dollars and Seventy-
9 Eight Cents (\$1,363,875.78) as further described in **Exhibit A** attached hereto and to the extent
10 such funds are received. The Commissioner of Health, or her designee, is hereby authorized to
11 make, negotiate, and execute any and all contracts or other documents on behalf of the City to
12 expend such funds, and to expend such funds on behalf of the City to support prevention, treatment,
13 and recovery efforts for opioid use/abuse, any co-occurring substance use/abuse and related
14 behavioral health conditions. The Comptroller is authorized and directed to issue warrants upon
15 the City Treasury for payment of all expenditures authorized in this Section provided that such
16 warrants do not exceed the total amount of funds appropriated by this Section.

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

BOARD BILL NUMBER 148

FISCAL NOTE

Preparer's Name: Craig Schmid

Phone Number or Email Address (will be available publicly): (314) 657-1534

Bill Sponsor: Alderwoman Pamela Boyd

Bill Synopsis:	This Board Bill would appropriate to the Department of Health \$1,363,875.78 in funds received by the City of St. Louis pursuant to the national opioid settlement agreements from Janssen, Distributor, CVS, Allergan, Teva, Kroger and Walmart as set forth in Ex. A and would authorize the expenditure of such funds, to the extent received, for Settlement Use purposes of supporting prevention, treatment, and recovery efforts for opioid use/abuse, any co-occurring substance use/abuse and related behavioral health conditions; and contains an emergency clause.
Type of Impact:	Support prevention, treatment, and recovery efforts for opioid use/abuse, co-occurring substance use/abuse and related behavioral health conditions.
Agencies Affected:	Department of Health (the "DOH")

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.
(settlement funds covered only)
- An undertaking of a new service for which no funding is provided in the current adopted city budget? _ Yes X_ No.

(09/2019)

- 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?

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

- 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: NA

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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0

- Describe any assumptions used in preparing this fiscal note:

Acceptance and expenditure of settlement funds for the purposes authorized only.

- 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_X_No.

 - If yes, by whom?_____.

Exhibit A
Board Bill Number 148

Payment Description	Payment Issued (Date)	Payment Amount
Janssen Payment 5	June 16, 2025	\$487,974.91
Distributor Payment 5	August 8, 2025	\$459,839.06
CVS Payment 3	August 8, 2025	\$111,213.43
Allergan Payment 3	August 8, 2025	\$136,348.86
Teva Payment 3	August 8, 2025	\$117,618.98
Walmart Payment 3	October 31, 2025	\$5,011.90
Kroger Payment 1	November 21, 2025	\$22,934.32
Kroger Payment 2	November 21, 2025	\$22,934.32
Total		\$1,363,875.78

Summary
Board Bill Number 156
Introduced by Alderman Michael Browning
February 13, 2026

An ordinance updating the Forestry Division regulations for the planting, maintenance, preservation, and management of trees, shrubs, and plants in the City of St. Louis; containing definitions, administrative, regulatory, penalty, and severability provisions.

BOARD BILL NUMBER 156 INTRODUCED BY ALDERMAN MICHAEL BROWNING

An ordinance updating the Forestry Division regulations for the planting, maintenance, preservation, and management of trees, shrubs, and plants in the City of St. Louis; containing definitions, administrative, regulatory, penalty, emergency, and severability provisions.

WHEREAS, Trees offer many benefits including: shade, reduction in ambient temperatures, absorption of rainwater, sequestration of CO2 emissions, limit the effects of wind, support biodiversity, improve mental and physical health of the public, improve property values and contribute to reduced vehicle speeds; and

WHEREAS, The planning, development, maintenance, and cultivation of a diverse, dense, and healthy urban forest within the City of St. Louis in perpetuity is desirable and in the best interest of the health, welfare, comfort, and general wellbeing of the City's residents.

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

SECTION ONE. Repeal.

Ordinance Number 68607 codified in Chapter 22.48 of the Revised Code of the City of St. Louis is hereby repealed in its entirety, and in lieu thereof a new ordinance is hereby enacted as follows.

SECTION TWO. Purpose and Intent.

A. The planning, development, maintenance, and cultivation of a diverse, dense, and mature urban forest within the City of St. Louis in perpetuity is desirable and in the best interest of the health, welfare, comfort, and general well being of the City's residents, because of the positive environmental, social, and economic benefits trees provide, such as oxygen production, dust filtration, stormwater runoff reduction, pollution absorption, erosion

1 control, phytoremediation, creation and enhancement of recreational spaces,
2 beautification, energy cost reduction, and the provision of shade.

3 B. The presence of mature and healthy trees is important in the stabilization and growth of
4 neighborhoods, as attractive tree-lined streets contribute to increased property values,
5 lower energy costs, decreases in crime, provide mental health benefits and create a more
6 walkable environment.

7 C. The proper management, care, and protection of the City's urban forest requires policies
8 and specifications for the planting, maintenance, preservation, and management of trees,
9 shrubs, and plants on City property, and in some circumstances on private property, to
10 achieve the aforementioned benefits, to preserve public safety and prevent or control
11 infectious diseases and insect pests harmful to the tree, shrub, and plant population in the
12 City.

13 D. It is the policy of the City:

14 a. To suffer no net loss in the population and canopy of the urban forest under its
15 jurisdiction, as such losses would be detrimental to the health, welfare, comfort,
16 and general well being of City residents by reducing the benefits provided by the
17 City's urban forest;

18 b. To preserve city trees whenever possible during development and land
19 improvement by using the most appropriate and feasible arboriculturally sound
20 methods to preserve city trees from injury and damage, this includes, when
21 possible, keeping the tree lawn free of nonpermeable services, especially
22 concrete, and, where city trees cannot be preserved during development or land

improvement, to plant appropriate replacement city trees as prescribed by this ordinance; and

- c. To increase and expand the population and canopy of the urban forest under its jurisdiction by planting new city trees whenever possible to increase the total benefit provided by the City's urban forest.

E. The Board of Aldermen finds and declares that:

- a. This ordinance is a "police power" regulation necessary to protect the public health, safety, welfare, and peace;
- b. The effective administration of this ordinance will entail the exercise from time to time of administrative discretion;
- c. It is not possible to provide in legislation comprehensive rules for the appropriate exercise of administrative discretion in all circumstances relating to the proper regulation and management of trees, shrubs, and plants;
- d. Accordingly, it is appropriate to vest discretion in the Commissioner, as hereinafter defined, and the Division, as hereinafter defined, in circumstances where matters affecting proper selection, location, condition, planting and removal of trees, shrubs, and plants are not expressly addressed by this ordinance, and it is the intent of the Board of Aldermen, to the fullest extent permitted by law, to vest such discretion in the Commissioner and the Division, to be exercised in furtherance of the underlying purpose of this ordinance.

SECTION THREE. Definitions.

1 The following terms shall have the meaning herein prescribed unless otherwise expressly stated
2 in this ordinance:

3 A. "Appraised replacement value" shall mean the value in the most recent edition of the
4 Guide for Plant Appraisal as prepared by the Council of Landscape Appraisers, plus the
5 equipment and labor costs required by the Forestry Division or any Contractor or person
6 acting on behalf of the Forestry Division to remove and replace said tree.

7 B. "Back easement" shall mean the area of the property dedicated to utilities, or the
8 midpoint of the alley serving that property.

9 C. "City" shall mean the City of St. Louis, Missouri.

10 D. "City park" shall mean any park land owned by the city and used or held out for public
11 use as a park, including Tower Grove Park.

12 E. "City property" shall mean all real property which is owned, leased, or maintained by the
13 City, any part of any Right-Of-Way within the City, including City-owned or managed
14 parks.

15 F. "City tree" shall mean any tree located in the front easement or located on city property,
16 excluding the back easement.

17 G. "Code Official" shall mean the Commissioner and any person duly authorized by the
18 Commissioner to enforce the provisions of this ordinance.

19 H. "Commissioner" shall mean the Commissioner of Forestry of the City of St. Louis.

20 I. "Contractor" shall mean a person acting under a contract or written agreement with the
21 City, the Department of Parks, Recreation and Forestry, or the Forestry Division for the
22 performance of an activity or function called for by this ordinance.

- 1 J. “Critical root zone” shall mean all of the ground from the trunk up to a tree’s drip line,
2 which is the area on the ground directly beneath the edge of a tree’s canopy.
- 3 K. “Director” shall mean the Director of the City’s Department of Parks, Recreation, and
4 Forestry.
- 5 L. “Forestry Division” shall mean designated employees of the Forestry Division of the City
6 of St. Louis.
- 7 M. “Hazard tree” shall mean a tree possessing qualities in structure and/or growth that create
8 an unacceptable level of risk to public safety, including on private property.
- 9 N. “Shared Use Path” shall mean a multi-use path designed primarily for use by bicyclists,
10 pedestrians, and other authorized motorized and non-motorized users, for transportation
11 purposes, and that may also be used for recreation. Shared use paths are physically
12 separated from motor vehicle traffic by an open space or barrier and are either within the
13 highway or other public Right-Of-Way.
- 14 O. “Person” shall mean an individual person, corporation, association, or entity of any kind.
- 15 P. “Plant” shall mean any form or type of vegetation that is not a tree or shrub.
- 16 Q. “Reforestation fee” shall mean the actual cost to plant per tree, including the acquisition,
17 equipment, and labor costs.
- 18 R. “Right-of-Way” shall mean Property located within and adjoining streets, roads, and
19 alleys within the City, which is owned, controlled, or maintained by the City, including
20 but not limited to areas commonly referred to as “tree lawn” between public sidewalks
21 and public streets.

1 S. "Shrub" shall mean a woody plant, generally smaller than a tree, typically with multiple
2 stems branching from or near the ground.

3 T. "Street" shall mean the portion of the Right-of-Way between each curb, which is
4 commonly paved for the transportation, and parking, of vehicles and bicyclists, and shall
5 not include the tree lawn or public sidewalks.

6 U. "Spoil" shall mean the excess, unwanted material removed from excavations for
7 foundations, trenches, tunnels, or dredging, that isn't suitable for reuse as backfill and
8 must be disposed of or managed properly like soil, rock, debris, or contaminated
9 sediment.

10 V. "Tree" shall mean a woody perennial usually having one dominant trunk and a mature
11 height typically greater than five (5) meters or sixteen (16) feet.

12 W. "Volunteer Arborists" shall mean the volunteers trained and approved by the Forestry
13 Division through a regulatory program to care for city trees.

14 **SECTION FOUR. Authority.**

15 A. All provisions of this ordinance shall apply to all city property, except as otherwise
16 provided in this ordinance.

17 B. The Commissioner shall prepare and implement procedures, standards, and specifications
18 pertaining to the planting, pruning, removal, disease and insect treatment, protection, and
19 other necessary maintenance and management activities of all trees, shrubs, or plants
20 planted on all Right-Of-Way.

21 C. The Forestry Division shall have authority to enter upon private property at reasonable
22 hours for the purposes of inspecting trees thereon, if there is reasonable cause to believe

1 by virtue of its appearance, or otherwise, that a tree has structural or growth conditions
2 that make it a hazard, or is or may be infected with an infectious disease or vectors that
3 may transmit an infectious disease or an insect pest harmful to the general well being of
4 the entire tree population in the City.

5 D. The Forestry Division shall have the power and authority to mark or otherwise identify
6 any such tree and remove any samples or portions thereof for purposes of further
7 diagnosis of any suspected disease or insect problems.

8 E. The Forestry Division shall have the power and authority to cause trees on private
9 property to be free of hazards, diseases, and insect pests.

10 F. The Commissioner shall determine and maintain standards for the growth and
11 maintenance of trees, shrubs, and plants located on any lot, parcel, or land within the
12 City, including private property so as to prevent the obstruction of vehicular, cyclist, or
13 pedestrian traffic, street corners, intersections, traffic control signs and devices, and street
14 lamps.

15 **SECTION FIVE. Responsibilities and Reporting.**

16 A. The Forestry Division shall be responsible for planting, trimming, maintaining, removing,
17 and stump grinding all city trees along all public Right-Of-Way except back easements.

18 The Forestry Division shall also be responsible for the planting, maintenance, and
19 management of all trees located on city property, including keeping the trees trimmed so
20 that the branches thereof shall not be lower than eight (8) feet from the surface of such
21 street or sidewalk.

- 1 B. The Forestry Division shall be responsible for creating and maintaining an Annual
2 Forestry Memo which may include:
- 3 a. Number of trees planted of each species in the City by the Forestry Division and
4 contractors.
 - 5 b. Number of trees removed of each species in the City by the Forestry Division and
6 contractors.
 - 7 c. Number of trees trimmed in the City by the Forestry Division and contractors.
 - 8 d. Number of trees injured or cut down without permission.
 - 9 e. Progress on goal to increase and maintain city-owned tree canopy by 5% by 2031
 - 10 i. Set/revise five and ten year goals
 - 11 ii. Report progress on previously made goals
 - 12 1. If goals were hit list successful strategies
 - 13 2. If goals were not hit list what is needed to improve the next year
 - 14 f. Tree Planting Standards including: tree species, tree lawn sizes, and spacing,
15 including a list of undesirable and desirable street trees, and standards for the
16 minimum size for tree boxes/wells, and the appropriate spacing distances for
17 existing trees located on city property.
 - 18 g. Tree removal policy including: standards for when trees are removed and tree
19 removal reason, when possible
 - 20 h. The annual Reforestation fee, including: cost of the new tree, equipment, labor
21 costs, material used, clerical costs, and other data appropriate to document the
22 actual cost of the abatement.

- i. Outline any programs, policies, and procedures to foster and encourage the planting of trees by city residents, other public agencies, and businesses.
- j. Link to the current City Tree Inventory Map and Permitting Page.
- k. Other information the Commissioner deems necessary and appropriate

C. The Forestry Division shall annually report to the Health and Human Development Committee or its successor the second week in January, presenting the Forestry Memo.

SECTION SIX. Tree Planting.

A. All trees on city property shall be planted as set by the standards in the annual Forestry Memo.

B. The Forestry Division shall review and approve all plans for the planting of trees on City or private property by any City department or agency and for the planting of trees on private property as part of any development project of any kind approved by any City department or agency, including agencies operated by St. Louis Development Corporation.

C. Any trees hereafter planted on city property, that are not consistent with the standards provided for in this ordinance are hereby declared a public nuisance and subject to treatment and abatement as such.

D. Whenever the Forestry Division removes any city tree, the Forestry Division shall plant a new city tree in the closest suitable planting location if funding is available.

SECTION SEVEN. Permit Required to Plant or Maintain.

A. This section shall not apply to planting or reforestation activities of the Forestry Division or Contractors.

1 B. No person shall plant, transplant, relocate, or replace any tree on city property without
2 first obtaining an approved permit (“Permit to Plant”) from the Forestry Division.

3 C. No person shall directly or indirectly perform maintenance, including but not limited to
4 pruning or removal, on any city tree without first obtaining an approved permit (“Permit
5 to Maintain”) from the Forestry Division.

6 D. The Commissioner shall develop policies and procedures for the Forestry Division to
7 cause the efficient and equitable issuance of tree planting or maintenance permits,
8 including for volunteer arborists under the provisions of this section.

9 **SECTION EIGHT. Permit Conditions: Denial and Revocation.**

10 A. The Forestry Division shall establish, by regulation pursuant to Section Eighteen of this
11 ordinance, reasonable conditions on which Permits to Plant or Maintain are to be issued,
12 performed, and completed.

13 B. The Forestry Division may deny the issuance of any permit under any section of this
14 ordinance if, in its judgment, issuing said permit is not in the best interest of the City in
15 the maintenance, preservation, sustainability, and/or health of its urban forest. The
16 Commissioner’s decision to deny the issuance of a permit may be appealed in writing
17 within ten (10) days of such denial to the Director, whose decision shall be final.

18 C. The Forestry Division may suspend or revoke any permit should the permittee at any time
19 fail to comply with the conditions of the permit. Upon suspension, all work must cease
20 until the conditions of the permit are met.

21 D. Any permittee who fails to comply with the conditions of a permit shall be deemed in
22 violation of this section and subject to the penalties prescribed in Section Sixteen.

1 E. Any person performing work under a permit shall have in their possession and produce
2 upon request to the Forestry Division all licenses to operate within the City required by
3 law or other applicable ordinances.

4 F. Any permittee assumes all liability and risk relating to or arising out of any work
5 performed or undertaken under a permit, and all permits shall expressly so provide, and
6 shall further provide that the permittee agrees to indemnify the City for claim, liability, or
7 damage which the City may incur as a result of the issuance of the permit or any action or
8 omission under the permit.

9 G. Any person found by the Forestry Division to have knowingly falsified or concealed
10 information on a permit application shall have their permit application denied, or, if a
11 permit has been issued it shall be revoked. Any such falsification or concealment is a
12 violation of this ordinance.

13 **SECTION NINE. Permit Fees.**

14 A. There shall be no fee for a Permit to Plant, or for a Permit to Maintain, which does not
15 involve the removal of a city tree.

16 B. The Forestry Division shall assess, for the permission to remove a city tree, a
17 reforestation fee for each city tree approved for removal on a Permit to Maintain
18 application. The Commissioner may waive such fee for good cause.

19 C. The reforestation fee for the removal of trees shall be determined as follows:

- 20 a. For trees less than four (4) inches in diameter at breast height, the fee shall be the
21 reforestation fee for a single tree.

1 b. For trees that exceed four (4) inches in diameter at breast height, the reforestation
2 fee shall be for a single tree for the first four (4) inches plus the reforestation fee
3 for each additional two (2) inches of diameter at breast height.

4 c. Multi-stemmed trees shall have the aggregate diameter of each of its trunks used
5 in determining its size.

6 D. Permit to maintain applications that will involve the removal of trees shall be
7 accompanied by the applicable reforestation fee in full. The reforestation fee must be paid
8 in full to the Forestry Division before a Permit to Maintain will be issued pursuant to
9 Section Seven of this ordinance.

10 **SECTION TEN. Tree Preservation and Replacement.**

11 A. Any person issued a building permit shall be responsible for complying with this section;
12 provided that fees required for a Permit to Maintain for the removal of any city tree shall
13 be the responsibility of the person making the application for said permit. In the event a
14 building permit is not issued for work which may affect city trees, then the property
15 owner shall be responsible for complying with all provisions of this section.

16 B. A Permit to Maintain for removal of a city tree as a result of the demolition, renovation,
17 improvement, or erection of any building or outbuilding or any type of improvement on
18 any parcel of land in the City must be issued pursuant to Section Seven of this ordinance
19 before such tree may be removed by any person, including persons employed, contracting
20 with, or otherwise working on behalf of the City and all regulations and fees as
21 prescribed in Sections Eight and Nine of this ordinance shall apply.

- 1 a. Any person who removes or causes to have removed a city tree without the
2 prescribed Permit to Maintain shall be deemed in violation of this section and
3 subject to a Five Hundred Dollar (\$500) fine for acting without a required permit,
4 and an additional fee of the appraised replacement value of the tree or
5 reforestation fee prescribed in Section Nine, whichever is higher and when
6 applicable also triple damages under Rs.Mo 537.340.
- 7 b. The Commissioner shall have the authority to waive the fine and fee in whole or
8 in part for good cause.
- 9 C. All reasonable steps shall be taken to prevent destruction of or damage to city trees (other
10 than city trees approved for removal), during the improvement, demolition, renovation, or
11 erection of any building or outbuilding or any type of improvement on any parcel of land
12 including utility work in the City.
- 13 a. The following required tree preservation activities for any tree in a City Park
14 include but are not limited to:
- 15 i. The placing of protective fencing at the boundary or limits of the
16 established critical root zone of each city tree that has the potential of
17 being injured during construction. Such protective fencing shall be
18 installed before construction of any type begins, with a minimum height of
19 at least four (4) feet, and installed in such a manner that it maintains its
20 rigidity and effectiveness as a barrier.
- 21 ii. Construction equipment, trailers, traffic, and storage must remain outside
22 of the critical root zone.

- iii. No materials, equipment, spoil, waste, or washout water may be deposited, stored, or parked within the critical root zone.
- iv. Erosion control devices such as silt fencing, debris basins, and water diversion structures shall be installed in such a manner to prevent siltation and/or erosion within the critical root zone.
- v. Spoil from trenches, basements, or other excavations shall not be placed within the critical root zone, either temporarily or permanently.
- vi. No burn piles or debris pits shall be placed within the critical root zone.
- vii. No debris may be dumped or buried within the critical root zone.
- viii. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use and not be readily transported by water.
- ix. City trees shall be root pruned before grading, pad preparation, or excavation for foundations, walls, or utility trenching occurs. Root pruning requires a Permit to Maintain applied for and issued in accordance with Section Seven, Eight, and Nine of this Ordinance. Roots shall be root pruned to one (1) foot outside of its critical root zone and cut cleanly using either manual or mechanical methods, equipment approved by the Forestry Division. The use of any type of equipment that otherwise tears, rips, or pulls roots is not permissible.
- x. All underground utilities and drain or irrigation lines shall be routed around the critical root zone of city trees. If underground utilities must pass through a critical root zone, they shall be tunneled or bored under the

1 tree for the duration of the critical root zone, unless deemed unreasonable
2 to do so by the Forestry Division.

3 b. The following required tree preservation activities for any tree in the tree lawn
4 include but are not limited to:

- 5 i. Construction equipment, trailers, traffic, and storage must remain in the
6 street.
- 7 ii. Materials, equipment, spoil, or waste, must remain in the street.
- 8 iii. Spoils from trenches, basements, or other excavations must remain in the
9 street.
- 10 iv. Spoil, waste, or washout water must be properly disposed of.
- 11 v. No burn piles or debris pits shall be placed within the tree lawn.
- 12 vi. No debris may be dumped or buried within the tree lawn.
- 13 vii. Any herbicides placed under paving materials must be safe for use around
14 trees and labeled for that use and not be readily transported by water.
- 15 viii. City trees shall be root pruned before grading, pad preparation, or
16 excavation for foundations, walls, or utility trenching occurs without a
17 Permit to Maintain applied for and issued in accordance with Section
18 Seven, Eight, and Nine of this Ordinance. Roots shall be cut cleanly using
19 either manual or mechanical methods, equipment approved by the Forestry
20 Division. The use of any type of equipment that otherwise tears, rips, or
21 pulls roots is not permissible.

ix. If underground utilities must pass through a critical root zone, they shall be tunneled or bored under the tree for the duration of the critical root zone, unless deemed unreasonable to do so by the Forestry Division.

c. The Commissioner by regulation issued pursuant to Section Eighteen of this ordinance, may provide other practices and specifications necessary to effectively preserve city trees at construction sites.

d. Prior to the start of construction, any person may request the Commissioner to waive any provisions of this Section that they feel are unreasonable or impose undue financial hardship in the completion of construction. No waiver request made after the start of construction may be granted. The Commissioner's decision on any such waiver request shall be final.

D. The Commissioner is authorized to issue an emergency stop work order for up to seventy-two (72) hours if it is in the Commissioner's opinion that the precautions required by this section were not undertaken before construction commenced or are not maintained at any time during construction. The Commissioner may rescind such order within twenty-four (24) hours if the violations for which the order was issued are remedied. If the violations are not corrected within twenty-four (24) hours after issuance of the stop work order and the project is supervised by the Board of Public Service, the Commissioner may request the Board of Public Service to issue a permanent stop work order.

a. Penalties, if any, levied by the Board of Public Service shall be in addition to all fines and penalties imposed and prescribed by this ordinance. The Board of Public

1 Service may issue a stop work order at any time of its own volition to any person
2 that fails to comply with any requirement of this Section, until such provisions are
3 met, or may issue a permanent stop work order.

4 E. Failure to obtain any permit required by this ordinance, or to take any precaution as
5 prescribed in this Section, before construction commences or at any time during
6 construction, is a violation of this ordinance and punishable by a fine of Five Hundred
7 Dollars (\$500) for each precaution not undertaken or maintained, in addition to any other
8 applicable fine under this ordinance. Each day is considered a separate violation.

9 F. Failure to stop work upon issuance of an emergency stop order by the Commissioner or a
10 stop work order by the Board of Public Service is a violation of this ordinance and
11 punishable by a fine of Five Hundred Dollars (\$500), in addition to any other fines or
12 penalties prescribed by this ordinance. For each full hour that work continues after the
13 issuance of a stop work order is considered a separate violation.

14 G. Any person who damages any city tree during construction, demolition, renovation,
15 improvement, or erection of any building or outbuilding or any type of improvement on
16 any parcel of land is in violation of this ordinance and subject to a fine of Five Hundred
17 Dollars (\$500) for each city tree damaged, in addition to any other penalties or fines
18 applicable under this ordinance.

19 H. Any City department that plans to excavate, cut, or otherwise remove or damage roots
20 within the critical root zone of any city tree shall, where possible, report the scheduled
21 occurrence of such activities forty-eight (48) hours in advance to the Commissioner, who
22 shall review such activities and, if available, offer less damaging alternatives. In the event

1 advance notification cannot be provided, then the Commissioner shall be notified within
2 forty-eight (48) hours of the occurrence of the root damage or removal so an assessment
3 may be performed to determine the health, stability, and safety of the affected tree.

4 **SECTION ELEVEN. Sewer Damage.**

5 A. No city tree shall be removed or otherwise be treated because of sewer related damage
6 allegedly caused by the tree until the Forestry Division has reviewed the matter and
7 approved the appropriateness of such removal or treatment.

8 B. The property owner must prove with satisfactory evidence to the Forestry Division that
9 the city tree caused the damage. Based on the evidence provided by the property owner, a
10 Forestry Division employee shall determine if the city tree is the direct cause of the
11 damage. The presence of roots inside a pipe are not a direct indication that the tree
12 initially caused the damage.

13 C. If the city tree is the direct cause of the damage, then the Forestry Division will remove
14 the tree if safety or stability of the tree or sewer line is in question.

15 D. The Forestry Division employee's decision on fault may be appealed in writing to the
16 Commissioner within ten (10) days of such denial, whose decision shall be final.

17 **SECTION TWELVE. Property Owner's Responsibility.**

18 A. It shall be the duty of property owners to notify the City when any city tree located
19 adjacent to its property is believed to be causing damage to any public sidewalk or shared
20 use path.

- 1 a. Where damage to a sidewalk or curb occurs due to the close proximity or growth
2 of city tree roots, the Forestry Division shall make every reasonable effort to
3 correct the problem without damaging or injuring the tree.
- 4 b. In cases where tree removal is necessary, the Forestry Division shall not proceed
5 with removing the tree until they receive confirmation from the Street Division
6 that it has scheduled the repairs, unless the safety or stability of the tree, shrub, or
7 plant is in question, or the need for removal is urgent in the judgment of the
8 Commissioner.
- 9 B. It shall be the duty of the property owner, in a timely manner, to keep the surface portion
10 of such sidewalk or pedestrian thoroughfare free of seed, leaf, twig, and any other debris
11 created and otherwise dropped by the natural growth of the tree so as to allow the
12 reasonable and safe passage of pedestrian traffic.
- 13 C. It shall be the duty of the property owner to water the tree for the first three years after it
14 is planted as to give it the best chance of survival.
- 15 D. It shall be the duty of the property owner to keep private trees trimmed so that the
16 branches thereof shall not be lower than eight (8) feet from the surface of such street or
17 sidewalk.
- 18 E. The property owner is responsible for any trees in the back easement of a property that
19 were not planted by the Forestry Division.

20 **SECTION THIRTEEN. Mutilation or Theft of Trees, Shrubs, or Plants on City Property.**

- 21 A. No person shall break, alter, disrupt, or remove any tree, shrub, plant, or any other related
22 vegetative improvement on city property without a prescribed permit to maintain.

- 1 B. The practice of tree topping, defined as the practice of cutting back branches of trees to
2 stubs or lateral branches that are not large enough to assume a terminal role, is prohibited
3 on all city trees. The Commissioner's determination on whether a tree has been topped or
4 not shall be final.
- 5 C. Lights, lighting devices, electronic devices of any kind, wire, rope, sign, handbill, or any
6 other thing to be attached, hung, or suspended from any tree, shrub, or plant must be
7 installed so as to cause no damage to the tree, shrub, or plant and cannot remain in the
8 tree, shrub, or plant for longer than one hundred twenty (120) days. The person who
9 installed the lights or lighting devices shall be responsible for removing them in a manner
10 least damaging to the tree, shrub, or plant within the prescribed period of time or be
11 deemed in violation of this section. All lights or lightning devices that are in violation of
12 this section are hereby declared public nuisances and subject to treatment and abatement
13 as such by the Commissioner.
- 14 D. No person shall permit any toxic or injurious chemical or substance to seep, drain, or be
15 emptied on or within the critical root zone of any city tree.
- 16 E. Without written permission from the Commissioner, no person shall place or maintain
17 upon the ground any stone, cement, fabric or plastic weed barrier, or other impervious
18 material or substance in such a manner as it may obstruct the free access of air and water
19 within a city tree's critical root zone. Any stone, cement, or other impervious material
20 placed or maintained in violation of this subsection is hereby declared a public nuisance
21 and subject to treatment and abatement as such by the Forestry Division.

1 F. Without written permission from the Commissioner, it shall be unlawful for any person to
2 install grates or any other covering over the tree box or well of any city tree. Such grates
3 and other coverings shall be considered an extension of the pedestrian walk which they
4 adjoin and are the responsibility of the adjacent property owner to maintain in a condition
5 that is safe for passing pedestrian traffic.

6 a. No person shall maintain a grate or other covering over the tree box or well of any
7 city tree in a condition that is injurious to such tree or to the safety of passing
8 pedestrian traffic. Any grate or other covering found in violation of this section is
9 hereby declared a public nuisance and is subject to treatment and abatement as
10 such by the Commissioner.

11 G. Any person found in violation of any provision of this section shall be subject to a fine of
12 up to five hundred dollars (\$500) per affected tree, in addition to any necessary repair and
13 replacement costs defined in Section Sixteen of this ordinance required to replace or
14 restore the condition of the affected tree, plant, or shrub.

15 **SECTION FOURTEEN. Tree Lawn Planting Requirements and Criteria.**

16 A. Climbing or creeping vegetation growing on any city tree is subject to removal if deemed
17 by the Forestry Division to be detrimental to the tree's continued growth or health.

18 B. If a portion of the tree lawn is concrete, then it shall be considered as part of the
19 pedestrian walkway and treated as such.

20 C. The installation, construction, or erection of raised planters or landscape walls around the
21 trunks of trees after its installation is detrimental to the long term health of trees and is
22 hereby prohibited around any city tree unless approved by the Commissioner. The use of

ornamental or landscape edging is prohibited around city trees unless it is located far enough way so as not to cut into the root flare of the tree or restrict or impede its growth, does not extend more than four (4) inches above the soil line at its highest point, and does not entail soil excavation greater than a trench or hole six (6) inches wide and three (3) inches deep as measured from the soil line.

SECTION FIFTEEN. Private Tree Hazards.

A. Any tree in the City determined by the Forestry Division to be:

- a. Dead, defective, diseased, infested, or decayed and threaten real property or users thereof; or
- b. Allelopathic to adjacent city trees or an alternative host for a tree disease or a habitat or breeding habitat for a tree disease vector; or
- c. Not grown or otherwise maintained by the property owner to meet all applicable tree clearance standards is hereby declared a public nuisance and subject to treatment and abatement as such by the Forestry Division. The Forestry Division shall be authorized to order the treatment and abatement of any such tree. After thirty (30) days of said order being issued, the Forestry Division may enter upon any lot or parcel of land within the City for the purpose of treating or abating such nuisance and may bill the owner pursuant to Subsection (D) of this Section.

B. The Forestry Division shall serve treatment and abatement orders, as authorized in this section, to property owners found in violation of this section by personal service, or by U.S. mail and shall be deemed served twenty-four (24) hours after the mailing of the notice. Such notice shall identify the street address of the property, the problem

1 conditions, and what is required of the property owner to be in compliance with this
2 Section.

3 C. Any notice served to a property owner by the Forestry Division under the provisions of
4 this section may be appealed to the Board of Public Service, whose decision in the matter
5 shall be final. Any appeal from an order of the Forestry Division under this section must
6 be filed within ten (10) days of receipt of such order.

7 D. The Forestry Division shall bill the owner of any lot or parcel of land on which the City
8 or a City contractor abates or treats any tree under the provisions of this section for the
9 cost of such abatement and/or treatment and issue an administrative fine of five hundred
10 dollars (\$500) to the person responsible for the violation.

11 E. Any owner of a lot or parcel of land upon who fails to comply with an order issued from
12 the Forestry Division pursuant to this section within thirty (30) days of receipt of such
13 order violates this section and shall be punishable by a fine of five hundred dollars (\$500)
14 each day until it is abated.

15 F. When the condition of a tree is such that the Forestry Division believes it is in imminent
16 danger of falling or is creating an immediate hazard to the safety of the general public
17 which is too great a risk to leave uncorrected while standard procedures for giving notice
18 are followed, the Forestry Division may, in its discretion enter onto any lot or parcel of
19 land in the City and abate or otherwise remediate the condition without following said
20 procedures.

21 G. Nothing in this ordinance shall be deemed or construed to relieve the owner of any
22 private property from the duty to keep and maintain any tree located on their property in a

condition such as to prevent it from becoming a hazard to adjacent private and public property; and to prevent it from becoming a hazard or an impediment to travel or vision upon any street, alley, sidewalk or other public place in the City, or to impose any liability upon the City, its officers or employees in connection with any tree located on private property.

SECTION SIXTEEN. Enforcement and Penalties.

A. The Commissioner shall be responsible for the administration and implementation of this ordinance. They may serve notice to any person in violation thereof and may report violations to the St. Louis Metropolitan Police Department and City Counselor for appropriate proceedings, which are each hereby directed to take all appropriate actions to assist in the enforcement of this ordinance.

B. In instances where a person is found to be maintaining, removing, or destroying a city tree in the absence of an appropriate permit for such action in their possession, the St. Louis Metropolitan Police Department shall require such person to cease such operations until the necessary permit and/or certification is obtained pursuant to this ordinance.

C. It shall be a violation of this ordinance for any person to impede, hinder, delay, or interfere with the Forestry Division or any person acting under the Commissioner's authority in the administration or enforcement of any provision of this ordinance.

D. Except as otherwise provided by this ordinance, any person who violates any provision of this ordinance shall be punishable by a fine of Five Hundred Dollars (\$500) for each offense. All such violations that are of a continuing nature shall constitute a separate offense for each day the violation continues. If, as a result of the violation, the injury,

1 mutilation, or death of a tree located on city property occurs, there shall be a fee of
2 whichever is higher: the appraised replacement value of the tree or the reforestation fee
3 prescribed in Section Nine and when applicable also triple damages under R.S.Mo
4 537.340. All fines are due within thirty (30) days of their issuance.

5 E. The administrative citation fine for repeat violations of the same code provision by the
6 same person at the same property shall be subject to additional fines as the code official
7 deems appropriate, so long as any such fine is assessed thirty (30) days or more after the
8 previous fine date.

9 F. The administrative citation fine shall include the following information:

- 10 a. The date of the violation or, if the date of the violation is unknown, then the date
11 the violation is identified;
- 12 b. The address or a specific description of the location where the violation occurred;
- 13 c. The section of the applicable code violated and a description of the violation;
- 14 d. The amount of the fine for the code violation;
- 15 e. A description of the fine payment process, including a description of the time
16 within which and the place to which the fine shall be paid;
- 17 f. An order prohibiting the continuation or repeated occurrence of the code violation
18 described in the administrative citation;
- 19 g. A description of the administrative citation review process, including the time
20 within which the administrative citation may be contested and the place from
21 which a request for a hearing form to contest the administrative citation may be
22 obtained; and

- 1 h. The name and signature of the citing code official.
- 2 G. Any administrative citation fine paid pursuant to subsection shall be refunded if it is
- 3 determined, after a hearing, that the person charged in the administrative citation was not
- 4 responsible for the violation or that there was no violation as charged in the
- 5 administrative citation.
- 6 H. Payment of a fine under this ordinance shall not excuse or discharge any continuation or
- 7 repeated occurrence of the code violation that is the subject of the administrative citation.
- 8 I. The administrative fine and reforestation fee shall be paid to the City within thirty (30)
- 9 days from the date of the administrative citation.
- 10 J. The cost of removal or abatement may be certified by the Forestry Division and
- 11 submitted to the Office of the Comptroller for issuance of a special tax bill or added to
- 12 the annual real estate tax bill, to be collected according to and in the same manner as real
- 13 estate taxes under, Section 67.389 and 71.780 R.S.Mo. These special tax bills or
- 14 additions to the annual real estate tax bills may not be forgiven except by the City
- 15 Counselor, who shall, in writing, instruct the Forestry Division to forgive such special tax
- 16 bills, additions to the annual real estate tax bills, or liens. Further, special tax bills or
- 17 additions to the annual real estate tax bills shall be permitted to be waived when
- 18 ownership of said property for which the bill was issued is accepted by the Land
- 19 Reutilization Authority, Saint Louis Development Corporation, or any other City agency.
- 20 K. The amount of the unpaid administrative fine and reforestation fee may be certified by
- 21 the Forestry Division and submitted to the Office of the Comptroller for issuance of a
- 22 special tax bill or judgment lien, to be collected according to and in the same manner as

described under Section 479.011.5 R.S.Mo. These special tax bills or judgment liens may not be forgiven except by the City Counselor, who shall, in writing, instruct the Forestry Division to forgive such special tax bills or judgment liens. Further, special tax bills or judgment liens shall be permitted to be waived when ownership of said property for which the bill was issued is accepted by the Land Reutilization Authority, Saint Louis Development Corporation, or any other City agency.

- L. This ordinance should not be construed in any way as in contravention of the duties and powers of the Commissioner relative to the abatement of any matter which may constitute a nuisance, and shall not negate or preclude the availability of any other remedies for violation of any other City of St. Louis Ordinance that might be applicable.

SECTION SEVENTEEN. Administrative Hearing.

- A. Any recipient of an administrative citation may contest that there was a violation of the code or that they are the responsible party by completing a Request for Administrative Hearing petition and returning it to the Forestry Division, along with a non-refundable filing fee of \$20.00, within thirty (30) days from the date of the administrative citation. Each hearing shall be a contested case and shall adhere to the formal evidentiary rules of Chapter 536.070, R.S.Mo.

- a. A Request for Administrative Hearing petition may be obtained from the Forestry Division
- b. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten (10) days prior to the date of the hearing.

- 1 c. If the code official submits an additional written report concerning the
2 administrative citation to the hearing officer for consideration at the hearing, then
3 a copy of this report also shall be served on the person requesting the hearing at
4 least five (5) days prior to the date of the hearing. The Forestry Division shall
5 designate the hearing officer for the administrative hearing.
- 6 d. A hearing prior to the hearing officer shall be set for a date that is not less than
7 fifteen (15) days and not more than ninety (90) days from the date that the request
8 for hearing is filed in accordance with the provisions of this ordinance.
- 9 e. At the hearing, the party contesting the administrative citation shall be given the
10 opportunity to testify and to present evidence concerning the administrative
11 citation; The party contesting the administrative citation may be represented by
12 counsel at any hearing, though this is not a requirement.
- 13 i. Oral evidence shall be taken only on oath or affirmation;
- 14 ii. Each party shall have the right to call and examine witnesses, to introduce
15 exhibits, to cross-examine opposing witnesses on any matter relevant to
16 the issues, even though that matter was not the subject of the direct
17 examination, to impeach any witness regardless of which party was first
18 called to testify, and to rebut the evidence against them. Any person
19 providing oral testimony shall be subject to cross-examination;
- 20 iii. A party who does not testify in his or her own behalf may be called and
21 examined as if under cross-examination;

- 1 iv. The Forestry Division shall cause all proceedings in hearings before it to
2 be suitably recorded and preserved;
- 3 v. Evidence to which an objection is sustained shall, at the request of the
4 party seeking to introduce the same, or at the instance of the Forestry
5 Division, nevertheless be heard and preserved in the record, together with
6 any cross-examination with respect thereto and any rebuttal thereof, unless
7 it is wholly irrelevant, repetitious, privileged, or unduly long;
- 8 vi. Any evidence received without objection which has probative value shall
9 be considered by the Forestry Division, along with the other evidence
10 presented. The rules of privilege shall be effective to the same extent that
11 they are now or may hereafter be in civil actions. Irrelevant and unduly
12 repetitious evidence may be excluded by the Forestry Division;
- 13 vii. Each party shall be entitled to present written briefs at or after the hearing
14 which shall be read by members of the Forestry Division who render or
15 join in rendering the final decision;
- 16 viii. Each member of the Forestry Division who renders or joins in rendering a
17 final decision shall, prior to such final decision, either hear all the
18 evidence, read the full record including all the evidence, or personally
19 consider the portions of the record cited or referred to in the arguments or
20 briefs.

- 1 f. The failure of any recipient of an administrative citation to appear at the
2 administrative citation hearing shall constitute a failure to exhaust their
3 administrative remedies.
- 4 g. The code violation notice, property record, and related documentation in the
5 proper form, or a copy thereof, shall be prima facie evidence of the municipal
6 code violation. The code official who issued the notice of violation need not be
7 present.
- 8 h. The hearing officer may continue the hearing and request additional information
9 from the code official or the recipient of the administrative citation prior to
10 issuing a written decision.
- 11 i. After considering all of the testimony and evidence submitted at the hearing, the
12 hearing officer shall issue a written decision to uphold or cancel the
13 administrative citation and shall list in the decision the reasons for that decision.
14 The decision of the hearing officer shall be considered the final decision.
- 15 j. If the hearing officer determines that the administrative citation should be upheld,
16 the hearing officer shall set forth in the decision a payment schedule for the fine.
- 17 k. If the hearing officer determines that the administrative citation should be
18 canceled and the fine was deposited with the City, then the City shall promptly
19 refund the amount of the deposited fine, together with interest at the average rate
20 earned on the City's portfolio for the period of time that the fine amount was held
21 by the City.

- 1 l. The recipient of the administrative citation shall be served with a copy of the
2 hearing officer's written decision.

3 **SECTION EIGHTEEN. Additional Regulations.**

4 A. The Commissioner is authorized to issue regulations as provided by this section. Any
5 such regulations shall be consistent with this ordinance and other applicable law, and
6 shall be subject to approval prior to issuance by the Director and the City Counselor's
7 office. Any such regulations shall be kept on file at the Division's office, in the City
8 Register's office and on the City of St. Louis Website.

9 B. Such regulations may address the following, but are not limited to:

- 10 a. Whether, consistent with sound biological science, any particular type of
11 vegetation shall be classified as a tree for purposes of this ordinance;
12 b. Conditions for permits issued pursuant to Section Seven of this ordinance;
13 c. Standards for appropriate height and spatial clearances for city trees;
14 d. Rules for protection of city trees at construction sites, in addition to the provisions
15 of Section Ten of this ordinance.

16 **SECTION NINETEEN. Collected Funds.**

17 The Comptroller of the City of St. Louis is hereby authorized and directed to establish a Special
18 Account to be known as the Urban Tree Canopy Management Fund in which all funds received
19 pursuant to this ordinance shall be deposited, and such funds shall be kept separate and apart
20 from all other funds. Such funds are hereby appropriated by the Forestry Division for the costs
21 associated with this ordinance and the expansion and maintenance of the Urban Tree Canopy
22 especially in areas with low tree canopy. The fund shall be eligible to accept additional monies

1 from other City appropriations, private donations, or other sources. All interest generated on
2 deposited funds shall be accrued to the Urban Tree Canopy Management Fund. All expenditures
3 from such fund shall be appropriated in accordance with this ordinance and other applicable law.

4 **SECTION TWENTY. Effective Date.**

5 This ordinance shall be in full force and effect from and after the date of its passage and
6 approval, and shall remain in effect until amended or repealed by the Board of Aldermen.

7 **SECTION TWENTY-ONE. Severability.**

8 If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or
9 unenforceable, the remainder hereof shall be valid in all other respects and continue to be
10 effective and each and every remaining provision hereof shall be valid and shall be enforced to
11 the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would
12 have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a
13 further subsequent change in applicable law that renders valid a provision of the Ordinance that
14 was previously held to be invalid or unenforceable, said provision shall thereupon be restored to
15 its full effect, be capable of enforcement without further action by the City, and shall thereafter
16 again be binding.

ORDINANCE #68607
Board Bill No. 336

An ordinance pertaining to the planting, maintenance, preservation and management of trees, shrubs and plants; containing legislative findings and declarations; repealing Ordinances 49772, 56447 and 64804; with definition of terms and administrative, regulatory and penalty provisions; with severability and emergency provisions.

WHEREAS, properly maintained and managed trees, shrubs and plants are natural resources that enhance the quality and aesthetics of the physical environment of the City of St. Louis (the “City”) and are essential to the comfort, welfare and health of its citizens;

WHEREAS, Article I Section 1(25) of the City Charter in part empowers the City to define, prohibit, abate, suppress, prevent and regulate all acts, practices, conduct, uses of property and all things whatsoever detrimental to the health, comfort, safety, convenience or welfare of the inhabitants of the city and all nuisances and causes thereof;

WHEREAS, Article I Section 1(33) of the City Charter in part empowers the City to do all things whatsoever expedient for promoting or maintaining the comfort, peace, health, and welfare, of the City or its inhabitants:

NOW THEREFORE,

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

Section One Purpose and Intent

The Board of Aldermen of the City of St. Louis finds and declares as follows:

1. The planning, development, maintenance and cultivation of a diverse, plentiful and healthy urban forest within the City of St. Louis (the “City”) in perpetuity is desirable and in the interest of the health, welfare, comfort and general well being of the City’s citizens, because of the positive environmental, social and economic benefits trees provide, such as oxygen production, dust filtration, storm water runoff reduction, pollution absorption, erosion control, phytoremediation, creation and enhancement of recreational spaces, energy cost reduction and the provision of shade.
2. The presence of mature and healthy trees is important in the stabilization and growth of neighborhoods, as attractive tree-lined streets contribute to increased property values and general neighborhood improvements.
3. The presence of trees within the City promotes tourism and commerce because of the positive effect trees have on the appearance and attractiveness of the physical environment of the City.
4. The proper management, care and protection of the City’s urban forest requires policies and specifications for the planting, maintenance, preservation and management of trees, shrubs and plants on City property, and in some circumstances on private property, to preserve public safety and prevent or control infectious diseases and insect pests harmful to the tree, shrub and plant population in the City.
5. With proper management, planning and resources the benefits of a diverse, plentiful and healthy urban forest can be fully realized and maintained for the City in perpetuity.
6. The Board of Aldermen finds and declares that:
 - A. this ordinance is a “police power” regulation necessary to protect the public health, safety, welfare and peace;
 - B. the effective administration of this ordinance will entail the exercise from time to time of administrative discretion;
 - C. it is not possible to provide in legislation comprehensive rules for the appropriate exercise of administrative discretion in all circumstances relating to the proper regulation and management of trees, shrubs and plants;
 - D. accordingly, it is appropriate to vest discretion in the Commissioner, as hereinafter defined, and the Division, as hereinafter defined, in circumstances where matters affecting proper selection, location, condition, planting

and removal of trees, shrubs and plants are not expressly addressed by this ordinance, and it is the intent of the Board of Aldermen, to the fullest extent permitted by law, to vest such discretion in the Commissioner and the Division, to be exercised in furtherance of the underlying purpose of this ordinance.

Section Two Existing Ordinance Repeal

Ordinance 49772 and Ordinance 56447, presently codified as Ch. 22.48 of the Revised Code, and Ordinance 64804, are hereby repealed.

Section Three Rules of Construction, Definitions

- (a) In this ordinance:
 - (i) The singular number includes the plural number and the plural includes the singular.
 - (ii) Shall is mandatory and may is permissive.
 - (iii) The masculine gender includes feminine and neuter.
- (b) In this ordinance when the following words or phrases are used, they shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise:
 - (i) *Caliper*: The diameter of a Tree measured at a point 6 inches above ground line if the resulting measurement is no more than 4 inches. If the resulting measurement is more than 4 inches then the measurement is made at a point 12 inches above the ground line.
 - (ii) *City Property*: All real property which is owned, leased or maintained by the City, any part of any right-of-way within the City, other than parks.
 - (iii) *City Tree*: Any Tree found or located on City Property.
 - (iv) *Commissioner*: The Commissioner of Forestry of the City of St. Louis or such Commissioner's designated employee.
 - (v) *Contractor*: A Person acting under a contract or written agreement with the City, the Department of Parks, Recreation and Forestry or the Forestry Division for the performance of an activity or function called for by this ordinance.
 - (vi) *Critical Root Zone*: All or part of a Tree's root system that must remain undisturbed to offer the Tree the best chance for survival. Critical rooting distance shall be determined by multiplying the Tree's diameter in inches at 4.5 feet above soil line by 2.5. For Trees growing in areas that are less than their critical rooting distance the Critical Root Zone is all of the growing area.
 - (vii) *Diameter Breast Height*: The diameter of a Tree measured at 4.5 feet above average grade.
 - (viii) *Director*: The Director of the City's Department of Parks, Recreation and Forestry.
 - (ix) *Division*: The Division of Forestry of the City's Department of Parks, Recreation and Forestry.
 - (x) *Hazard Tree*: A Tree possessing qualities in structure and/or growth that create an unacceptable level of risk to public safety.
 - (xi) *Plant*: Any form or type of vegetation that is not a Tree or Shrub.
 - (xii) *Right-of-Way*: Property located within and adjoining streets, roads and alleys within the City, which is owned, controlled or maintained by the City, including but not limited to areas commonly referred to as "tree lawn" between sidewalks and curbs.

- (xiii) *Shrub*: Any self-supporting multi-stemmed woody plant that attains at maturity a height of 12 feet or less.
- (xiv) *Tree*: Any self-supporting woody plant having a well defined stem, a more or less well defined crown and a mature height of greater than 12 feet and/or a trunk diameter measuring no less than 1.5 inches measured at diameter breast height, or a cluster of main stems having an aggregate diameter of not less than 2 inches in diameter measured at diameter breast height.
- (xv) *Weed*: Any unwanted Plant, Shrub or Tree, which because of its location and/or growth characteristics or habits is commonly considered an undesirable element in the landscape.
- (xvi) *Person*: An individual Person, corporation, association or entity of any kind.

Section Four Applicability/ Park Trees

- A. All provisions of this ordinance shall apply to all City Property, except as otherwise provided in this ordinance.
- B. Except as otherwise provided in this ordinance, Trees, Shrubs and Plants now or hereafter located on City parks or on other land maintained by the Parks Division of the Department of Parks, Recreation and Forestry shall be controlled and managed by the Parks Commissioner, who shall enforce all applicable provisions of this ordinance as they pertain to such Trees, Shrubs and Plants; provided, however, that the Director may grant the Commissioner of Forestry the authority to assume specific Tree, Shrub and Plant management and maintenance duties in City parks.

Section Five Commissioner of Forestry

- (a) The Division shall be in the charge of a Commissioner appointed by the Director. The Commissioner shall be responsible for planting, trimming and maintaining all City Trees along all public Right Of Way. The Commissioner shall also be responsible, as herein provided, for the planting, maintenance and management of all Trees, Shrubs and Plants located upon City Property, and for developing standard practices and procedures and planting, maintenance and management specifications for the Division to ensure the effective management of Trees, Shrubs and Plants within the City's jurisdiction.

Section Six Administrative Responsibilities

The Commissioner shall:

- (a) keep a record of all transactions of the Division, and whenever the Director may require, make a full detailed report concerning the same in addition to the annual report required by Section 10 of Article VIII of the City Charter.
- (b) be the custodian of records and papers of the Division and prepare and maintain all necessary literature, notifications, and records necessary for the administration of this ordinance.
- (c) prepare and implement a Master Street Tree Planting and Maintenance Plan, consistent with this ordinance, which shall include an inventory of existing City Trees, Tree planting standards, standards for the acceptance of nursery stock and Tree planting recommendations that promote species diversity and a sustainable and healthy urban forest, and procedures and standards required to effectively and safely facilitate all Tree maintenance activities of the Division. Such Plan shall be kept on file at the Division's office and in the City Register's office.
- (d) prepare and implement an Emergency Tree Management Plan, consistent with this ordinance, that shall include procedures and steps for maintaining and restoring the city's urban forest during and following an emergency such as a tornado, thunderstorm, windstorm, ice storm, flood or other act of God. Such Plan shall be kept on file at the Division's office and in the City Register's office.
- (e) develop and maintain a list of equipment and labor costs associated with services provided by the Division for the purposes of assessing penalties as provided for in Section Twenty Five of this ordinance.

Section Seven Employees

(a) The Commissioner is authorized to appoint and control the number of assistants and subordinate employees necessary to perform the duties of the Division, subject to the Civil Service provisions of the City Charter and applicable ordinances.

(b) The Commissioner may designate a deputy to act in the Commissioner's place in the event of the Commissioner's temporary absence from the City.

Section Eight Authority

The Commissioner shall have the power and authority to:

(a) prepare and implement procedures, standards and specifications pertaining to the planting, pruning, removal, disease and insect treatment, protection and other necessary maintenance and management activities of all Trees, Shrubs or Plants planted on City Property.

(b) recommend to the Director possible future ordinance provisions pertaining to Trees, Shrubs and Plants located on private property which would, if enacted, tend to prevent the spread of infectious disease and insect pests harmful to the general health and well being of the entire Tree, Shrub and Plant population within the City and to control and/or abate nuisance and Hazard Trees.

(c) enter upon private property at reasonable hours for the purposes of inspecting Trees thereon, if there is reasonable cause to believe by virtue of its appearance, or otherwise, that a Tree has structural or growth conditions that make it a hazard, or is or may be infected with a infectious disease or vectors that may transmit an infectious disease or an insect pest harmful to the general well being of the entire Tree population in the City. The Commissioner shall have the power and authority to mark or otherwise identify any such Tree and remove any samples or portions thereof for purposes of further diagnosis of any suspected disease or insect problems.

(d) cause Trees on private property to be free of hazards, diseases and insect pests.

(e) cause Trees on private property to be maintained so as to prevent the obstruction of: vehicular or pedestrian traffic, street corners and intersections, alleys, traffic control signs and devices and the safe passage of light as described in Section 15 of this ordinance.

Section Nine Tree Placement and Planting

(a) The Commissioner shall determine, by regulations issued pursuant to section Twenty Seven of this ordinance, and maintain standards for the appropriate Tree species, sizes, spacing and placement on City Property, including a list of undesirable and desirable street Trees, and standards for the minimum size for Tree boxes/wells, and the appropriate spacing distances for existing Trees located on City Property.

(b) The Commissioner shall determine and maintain standards for the acceptance of nursery stock for Trees to be planted or placed upon any Right of Way.

(c) The Commissioner shall inspect and approve all street Trees prior to their planting on any Right of Way.

(d) The Commissioner shall review and approve all plans for the planting of Trees on City or private property by any City department or agency, and for the planting of trees on private property as part of any development project of any kind approved by any City department or agency, including agencies operated by St. Louis Development Corporation.

(e) Any Trees hereafter set out, planted or raised on City Property, which are not consistent with the standards provided for in this section, are hereby declared a public nuisance and subject to treatment and abatement as such.

Section Ten Tree Planting

(a) When in the judgment of the Commissioner it is necessary or desirable that Trees be planted on City Property the Commissioner shall develop and implement such plans as necessary to cause said Trees to be planted. The Commissioner is further authorized to develop programs, policies and procedures to foster and encourage the planting of Trees by city residents, other public agencies and businesses.

(b) The Commissioner shall provide on an annual basis to each alderman an accounting of street Trees removed and planted so as to indicate their net gain or loss within their ward.

(c) The Commissioner shall provide on an annual basis to the Director an accounting of street Trees removed and planted indicating the net gain or loss of City Trees within each ward of the city and the net gain or loss of City Trees within the City as a whole.

(d) Whenever the Division shall remove any City Tree, the Division shall plant a new City Tree not less than 2.5 inches in caliper size to replace the removed City Tree. When site conditions permit, the replacement City Tree shall be planted within 500 feet of the site of the removed Tree. If a suitable planting location cannot be found within 500 feet of the removal location, the replacement City Tree shall be planted at another location determined by the Commissioner within the ward where the removal occurred. The cost of such replacement City Trees shall be charged by the Commissioner to the tree planting or similar account of the alderman of the ward where the removal occurred, unless otherwise provided by this ordinance.

Section Eleven *Permit Required to Plant*

(a) No Person shall plant, transplant, relocate or replace any Tree on City Property without first obtaining a permit ("Permit to Plant") from the Commissioner. This section shall not apply to planting or reforestation activities of the Division or Contractors.

(b) The Commissioner shall develop policies and procedures for the Division to cause the efficient and equitable issuance of Tree planting permits under the provisions of this section.

(c) Work done under any Permit to Plant permit must be done in compliance with any other applicable sections of this ordinance.

(d) Any Permit to Plant shall specify the species and size of each Tree to be planted.

(e) Permits to Plant Trees larger than 4 inches in caliper size shall expressly provide, as a condition of the issuance of the permit to plant, that the permittee will pay replacement and associated replacement costs for a period of 5 years after planting.

(f) Any and all Trees hereafter set out, planted or raised upon City Property in violation of this Section are hereby declared a public nuisance and subject to treatment and abatement as such.

Section Twelve *Permit to Maintain Required*

(a) No Person shall directly or indirectly perform maintenance, including but not limited to pruning, spraying or removal, on any City Tree without first obtaining a permit ("Permit to Maintain") from the Commissioner. This section shall not apply to Tree maintenance activities performed by the Division or by Contractors, or by or on behalf of any City department or agency.

(b) The Commissioner shall develop policies and procedures for the Division to cause the efficient and equitable issuance of Permits to Maintain under this section.

(c) A Permit to Maintain shall only be valid for a period of time specified by the Division..

(d) The Commissioner may issue Permits to Maintain without formal application in order to avoid danger or hazard to Persons or property in emergency situations requiring immediate maintenance of a City Tree; provided, that a formal application shall be filed within seventy-two hours of starting such emergency action. If in such an emergency the Commissioner or a representative of the Division cannot be reached, it shall be lawful to perform the necessary emergency maintenance required; provided, the Person performing such emergency maintenance shall report such action to the Commissioner within seventy-two hours of starting such maintenance.

(e) Any application for a Permit to Maintain shall identify the Person performing the work, and only that Person may perform the work authorized by the permit. If after a Permit to Maintain is issued the identity of such Person changes, the permit holder shall contact the Division for approval to amend the permit within forty-eight hours prior to the start of the work, or immediately if the change occurs after work has begun.

(g) The Commissioner may issue a general Permit to Maintain Trees to public and private utility companies for a period not to exceed two years; provided the company's pruning or maintenance specifications comply with all other provisions of this ordinance and other applicable rules and regulations; and provided that the removal of any City Tree shall be specifically approved in advance in writing by the Commissioner. Pruning of branches of City Trees under such a permit shall be done in accordance with the most recent edition of American National Standard Institute for Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance Standard Practices (Pruning) (ANSI A300 Part 1).

Section Thirteen *Permit Conditions, Denial and Revocation*

The Commissioner shall :

(a) establish , by regulation pursuant to section Twenty Seven of this ordinance, reasonable conditions on which Permits to Plant or Maintain are to be issued, performed and completed.

(b) deny the issuance of any permit under any section of this ordinance if, in his judgment, issuing said permit is not in the best interest of the City in the maintenance, preservation, sustainability and/or health of its urban forest. The Commissioner's decision to deny an issuance of a permit may be appealed in writing within 10 days of such denial to the Director, whose decision shall be final.

(b) The Commissioner may suspend or revoke any permit should the permittee at any time fail to comply with the conditions of the permit. Upon suspension all work must cease until the conditions of the permit are met.

(c) A permittee who fails to comply with the conditions of a permit shall be deemed in violation of this section and subject to the penalties prescribed in Section Twenty Five A, and to any repair and replacement costs defined in Section Twenty Five B of this ordinance required to repair, replace or restore any element or feature of landscape, hardscape or infrastructure.

(f) Any Person performing work under a permit shall have in their possession and produce upon request by the Commissioner all licenses to operate within the city required by law or other applicable ordinances.

(g) Any permittee assumes all liability and risk relating to or arising out of any work performed or undertaken under a permit, and all permits shall expressly so provide, and shall further provide that the permittee agrees to indemnify the City for claim, liability or damage which the City may incur as a result of the issuance of the permit or any action or omission under the permit.

(h) Any Person found by the Commissioner to have knowingly falsified or concealed information on a permit application shall have their permit application denied, or, if a permit has been issued it shall be revoked. Any such falsification or concealment is a violation of this ordinance.

Section Fourteen *Permit Fees*

(a) There shall be no fee for a Permit to Plant, or for a Permit to Maintain which does not involve removal of a City Tree.

(b) The Commissioner shall assess, for the privilege of removing a City Tree, a reforestation fee for each City Tree approved for removal on a Permit to Maintain application, as provided in this Section. The Commissioner may waive such fee for good cause.

(c) The reforestation fee for removal of Trees shall be determined as follows:

i) for Trees less than 8 inches in size at diameter breast height, the fee shall be the retail cost to the Forestry Division to purchase a Tree of 2.5 to 3 inches in caliper size of similar canopy type of the tree removed.

ii) for Trees that exceed 8 inches in size at diameter breast height, the fee shall be the retail cost to the Forestry Division to purchase a Tree of 2.5 to 3 inches in caliper size of similar canopy type of the tree removed plus the cost to purchase an additional tree 2.5 to 3 inches in caliper size for every additional 6 inches of size at diameter breast height. For example, the reforestation fee for removal of a tree 20 inches in diameter breast height would be the cost of 3 trees as provided in this sub-paragraph.

iii) Multi-stemmed trees shall have the aggregate diameter of each of their trunks used in determining their size.

(d) The Commissioner shall maintain a current schedule of such retail costs and current values in the Division office and available to the public.

(e) Permit to maintain applications that will involve the removal of Trees shall be accompanied by the applicable reforestation fee, in full. The reforestation fee must be paid in full to the Commissioner before a Permit to Maintain will be issued pursuant to Section Twelve of this ordinance. The Commissioner shall have the authority to waive the reforestation fees in his discretion, for example for the removal of Trees in poor condition or of species that are considered undesirable or poorly located.

Section Fifteen *Tree Clearance Requirements*

(a) The Commissioner shall determine and maintain standards for appropriate height and spatial clearances for all City Trees so as to allow the safe use or occupancy of the space around said Tree. Such standards shall include, but not be limited to, height and spatial clearances for streets, sidewalks, alleys, building and other structures, traffic control signs and devices, street and alley lights, public utility wires and intersections and intersection approaches.

(b) The Commissioner shall determine and maintain standards for the growth and maintenance of Trees, Shrubs and Plants located on any lot or parcel or land within the City so as to prevent the obstruction of vehicular or pedestrian traffic, street corners, intersections and intersection approaches, traffic control signs and devices and the safe passage of light.

(c) The Commissioner shall perform maintenance of Trees, Shrubs and Plants on City Property for clearance in a manner consistent with the most widely accepted arboricultural practices.

(d) In the event a standard provided under this Section is changed, for purposes of contracts, the applicable standard in effect at the time a contract was made shall be used during the term of the contract.

Section Sixteen *Tree Preservation and Replacement*

(a) It is the policy of the City:

(i) to suffer no net loss in the population and canopy of the urban forest under its jurisdiction, as such losses would be detrimental to the health, welfare, comfort and general well being of City residents by reducing the benefits provided by the city's urban forest;

(ii) to preserve City Trees whenever possible during development and land improvement by using the most appropriate and feasible arboriculturally sound methods to preserve City Trees from injury and damage; and, where City Trees cannot be preserved during development or land improvement, to plant appropriate replacement City Trees as prescribed by this ordinance; and

(iii) to increase and expand the population and canopy of the urban forest under its jurisdiction by planting new City Trees whenever possible to increase the total benefit provided by the City's urban forest.

(b) Any Person issued a building permit shall be responsible for complying with this section; provided, that fees required for a Permit to Maintain for the removal of any City Tree shall be the responsibility of the Person making application for said permit. In the event a building permit is not issued for work which may affect City Trees then the property owner shall be responsible for complying with all provisions of this section.

(c) Any Person employed, contracted or otherwise working on behalf of the City shall be subject to all applicable provisions of this section.

(d) A Permit to Maintain for removal of a City Tree as a result of the demolition, renovation, improvement or erection of any building or outbuilding or any type of improvement on any parcel of land in the City must be issued pursuant to Section Twelve of this ordinance before such Tree can be removed by any Person, including persons employed, contracting with or otherwise working on behalf of the City and all conditions and fees as prescribed in Sections Thirteen and Fourteen of this ordinance shall apply. Any Person who removes or causes to have removed a City Tree without the prescribed Permit to Maintain shall be deemed in

violation of this section and subject to a Five Hundred Dollar fine for acting without a required permit, and to an additional fine for destruction of City property equal to the applicable reforestation fee under Section Fourteen (a), (b) or (c) and any replacement and repair costs as determined by Section Twenty Five of this ordinance, up to a maximum of Five Hundred Dollar for each Tree regardless of their actual health and desirability at the time of their removal.

(e) All reasonable steps shall be taken to prevent destruction of or damage to City Trees (other than City Trees approved for removal), during the improvement, demolition, renovation, improvement or erection of any building or outbuilding or any type of improvement on any parcel of land in the City. Such steps include, but are not limited to the following Tree preservation activities:

(i) The placing of protective fencing at the boundary or limits of the established Critical Root Zone of each City Tree that has been determined by the Commissioner to have the potential of being injured during construction or, in the absence of such determination by Commissioner, within the area of construction. Such protective fencing shall be installed before construction of any type is to begin, with a minimum height of at least 4 feet and installed in such a manner that it maintains its rigidity and effectiveness as a barrier.

(ii) Construction equipment, trailers, traffic and storage must remain outside of the Critical Root Zone of any City Tree.

(iii) No materials, equipment, spoil, or waste or washout water may be deposited, stored or parked within the Critical Root Zone of any City Tree.

(iv) Erosion control devices such as silt fencing, debris basins and water diversion structures shall be installed in such a manner to prevent siltation and/or erosion within Critical Root Zone of any City Tree.

(v) Spoil from trenches, basements, or other excavations shall not be placed within the Critical Root Zone of any City Tree, either temporarily or permanently.

(vi) No burn piles or debris pits shall be placed within the Critical Root Zone of any City Tree.

(vii) No ashes, garbage or debris may be dumped or buried within the Critical Root Zone of any Tree.

(viii) Any herbicides placed under paving materials must be safe for use around Trees and labeled for that use and not be readily transported by water.

(ix) Any brush clearing required within the Critical Root Zone of any City Tree shall be accomplished using hand-operated equipment and approved by the Commissioner. (x) City Trees shall be root pruned before grading, pad preparation or excavation for foundations or walls or utility trenching occurs. Root pruning requires a Permit to Maintain applied for and issued in accordance with Section Twelve and any other applicable section of this ordinance. Roots shall be root pruned to 1 foot outside of their Critical Root Zone and cut cleanly using either manual or mechanical methods such as chainsaws, vibrating knife, rock saw, narrow trencher or other root pruning equipment approved by the Commissioner. The use of any type of equipment that otherwise tears, rips or pulls roots is not permissible.

(xi) All underground utilities and drain or irrigation lines shall be routed around the Critical Root Zone of City Trees. If underground utilities must pass through a Critical Root Zone, they shall be tunneled or bored under the Tree for the duration of the Critical Root Zone, unless deemed unreasonable do so by the Commissioner.

(xii) City Trees shall not be pruned or otherwise maintained in any manner without a Permit to Maintain first being applied for and issued pursuant to this ordinance.

(f) The Commissioner by regulation issued pursuant to Section Twenty Seven of this ordinance may provide other practices and specifications necessary to effectively preserve City Trees at construction sites.

(g) Prior to the start of construction any Person may request the Commissioner to waive of any provisions of subsection (e) of this section which they feel are unreasonable or impose undue financial hardship in the completion of construction. No waiver request made after the start of construction may be granted. The Commissioner's decision on any such waiver request shall

be final.

(h) The Commissioner is authorized to issue an emergency stop work order for up to seventy-two hours if in the Commissioner's opinion the precautions required by subsection (e) of this section were not undertaken before construction commenced or are not maintained at any time during construction. The Commissioner may rescind such order within twenty-four hours if the violations for which the order was issued is remedied. If the violations are not corrected within twenty-four hours after issuance of the stop work order and the project is supervised by the Board of Public Service, the Commissioner may request the Board of Public Service to issue a permanent stop work order. Penalties, if any, levied by the Board of Public Service shall be in addition to all fines and penalties imposed and prescribed by this ordinance. The Board of Public Service may issue a stop work order at any time of its own volition to any Person that fails to comply with any requirement of subsection (e) of this Section, until such provisions are met, or may issue a permanent stop work order.

(i) Failure to obtain any permit required by this Section, or to take any precaution as prescribed in this Section, before construction commences or at any time during construction, is a violation of this ordinance and punishable by a fine of Two Hundred Fifty Dollars for each precaution not undertaken or maintained, in addition to any other applicable fine under this ordinance.

(j) Failure to stop work upon issuance of an emergency stop order by the Commissioner or a stop work order by the Board of Public Service is a violation of this ordinance and punishable by a fine of Five Hundred Dollars, in addition to any other fines or penalties prescribed by this ordinance. Each full hour that work continues after the issuance of a stop work order is a separate violation.

(k) Any Person who damages any City Tree, Shrub or Plant during construction, demolition, renovation, improvement or erection of any building or outbuilding or any type of improvement on any parcel of land is in violation of this ordinance and subject to a fine of Two Hundred Fifty Dollars for each City Tree, Shrub or Plant damaged, in addition to any other penalties or fines applicable under this ordinance.

(l) Any City department that plans to excavate, cut or otherwise remove or damage roots within the Critical Root Zone of any City Tree shall, where possible report the scheduled occurrence of such activities forty-eight hours in advance to the Commissioner, who shall review such activities and if available offer less damaging alternatives. In the event advance notification cannot be provided, then the Commissioner shall be notified within forty-eight hours of the occurrence of the root damage or removal so an assessment can be performed to determine the health, stability and safety of the affected Tree.

Section Seventeen Sewer Damage

(a) No City Tree shall be removed or otherwise be treated because of sewer related damage allegedly caused by such Tree until the Commissioner has reviewed the matter and approved the appropriateness of such removal or treatment.

(b) No City Tree shall be considered for removal by the Commissioner until the alleged sewer related damage is substantiated by the submission of paid bills or receipts by the property owner requesting the removal. Any such bills or receipts must be determined by the Commissioner to be directly attributable to root related damage. Any Person who knowingly falsifies or submits fraudulent bills or receipts is in violation of this ordinance.

(c) The Commissioner may waive the requirements of subsection (b) of this Section of this ordinance if the Tree has been listed as undesirable for street Tree use under this ordinance or is determined by the Commissioner to be in an unsafe and/or unhealthy condition.

(d) Each City Tree removed for sewer related damage shall be replaced with three Trees with a caliper size of no less than 2.5 inches per Tree. The species of such replacement Trees shall be determined by the Commissioner. The Commissioner, where site conditions permit, shall plant a replacement Tree at the site where the Tree was removed and two additional Trees at locations of his choosing within the ward where the Tree removal occurred. If the site of the Tree removal is not suitable for a replacement Tree then a replacement Tree shall be planted at a location within the ward where the removal occurred, as determined by the Commissioner. The cost of said replacement Trees shall be charged by the Commissioner to the Tree planting account or similar account of the alderman of the ward where the removal occurred.

(e) The Commissioner shall not proceed with the removal of any Tree for sewer related damage until sufficient funds are available for replacement Trees pursuant to Subsection (d), unless the safety or stability of the Tree is in question, or the need for removal is urgent in the judgment of the Commissioner.

Section Eighteen Sidewalk Damage

(a) It shall be the duty of property owners to notify the City when any City Tree located street adjacent to their property is believed to be causing damage to any public sidewalk or other pedestrian thoroughfare. It shall further be the duty of the property owner, in a timely manner to keep the surface portion of such sidewalk or pedestrian thoroughfare free of seed, leaf, twig and any other debris created and otherwise dropped by the natural growth of the Tree so as to allow the reasonable and safe passage of pedestrian traffic.

(b) Where damage to a sidewalk or curb occurs due to the close proximity or growth of City Tree roots, the Division shall make every reasonable effort to correct the problem without damaging or injuring the Tree.

(c) In cases where Tree removal is necessary, the Commissioner shall not proceed with removing the Tree until he receives confirmation from the Street Division that it has scheduled the repairs, unless the safety or stability of the Tree, Shrub or Plant is in question, or the need for removal is urgent in the judgment of the Commissioner.

(d) Each Tree removed on City Property for sidewalk related damage shall be replaced with three (3) Trees with a caliper size of no less than 2.5 inches per Tree. The species of such replacement Trees shall be at the determination of the Commissioner. The locations of such replacement Trees shall be determined in like manner as are the locations of replacement trees under Section Seventeen (d). The cost of said replacement Trees shall be charged by the Commissioner to the Tree Planting account or similar account of the alderman of the ward where the removal occurred.

(e) The Commissioner shall not proceed with the removal of any Tree for sidewalk related damage until sufficient funds are available for replacement Trees pursuant to subsection (d) of this Section, unless the safety or stability of the Tree is in question, or the need for removal is urgent in the judgment of the Commissioner.

Section Nineteen Mutilation or Theft of Trees, Shrubs or Plants on City Property

(a) No Person shall break, mutilate, injure, poison, destroy, remove or otherwise alter or disrupt any Tree, Shrub or Plant or any other related vegetative improvement on City Property.

(b) The practice of Tree topping, defined as the practice of cutting back branches of Trees to stubs or lateral branches that are not large enough to assume a terminal role, is prohibited on all City Trees. The Commissioner's determination on whether a Tree has been topped or not shall be final.

(c) Except as provided in this section, no Person shall fasten or attach any wire, rope, sign, handbill or other thing to any Tree, Shrub or Plant growing on City Property, nor to any guard or protection of such Tree, Shrub or Plant.

(d) No Person shall without written permission of the Commissioner attach any wire, insulator or support device of any nature used for telecommunications or electric transmission or distribution to any Tree, Shrub or Plant growing on City Property.

(e) No Person shall without written permission of the Commissioner attach, hang or suspend lights or lighting devices of any kind to any Tree, Shrub or Plant growing on City Property.

(f) Lights or lighting devices of any kind which the Commissioner permits to be attached, hung or suspended from any Tree, Shrub or Plant must be installed so as to be least damaging to the Tree, Shrub or Plant as prescribed by the Commissioner and cannot remain in the Tree, Shrub or Plant for longer than one hundred twenty days. The Person permitted to install the lights or lighting devices shall be responsible for removing them in a manner least damaging to the Tree, Shrub or Plant within the prescribed period of time or be deemed in violation of this section.

(g) All lights or lightning devices that are in violation of this section are hereby declared public nuisances and subject to treatment and abatement as such by the Commissioner.

(h) Any Person having any wire charged with electricity shall securely fasten the same so that such wire shall not come in contact with any Tree, Shrub or Plant growing on City Property.

(i) No Person shall permit any toxic or injurious chemical or substance to seep, drain or be emptied on or within the Critical Root Zone of any City Tree.

(j) Without written permission from the Commissioner, no person shall place or maintain upon the ground any stone, cement or other impervious material or substance in such a manner as may obstruct the free access of air and water within a City Tree's Critical Root Zone. Any stone, cement or other impervious material placed or maintained in violation of this subsection is hereby declared a public nuisance and subject to treatment and abatement as such by the Commissioner.

(k) Without written permission from the Commissioner, it shall be unlawful for any Person to install grates or any other covering over the tree box or well of any City Tree. Such grates and other coverings shall be considered an extension of the pedestrian walk which they adjoin and are the responsibility of the adjacent property owner to maintain in a condition that is safe for passing pedestrian traffic.

(l) No person shall maintain a grate or other covering over the tree box or well of any City Tree in a condition that is injurious to such Tree or to the safety of passing pedestrian traffic. Any grate or other covering found in violation of this section is hereby declared a public nuisance and is subject to treatment and abatement as such as by the Commissioner.

(m) Any Person who violates subsection (b) of this section shall be subject to a fine of Five Hundred Dollars per affected Tree. Any Person found in violation of any other provision of this section shall be subject to the a fine of up to \$500, including and any necessary repair and replacement costs defined in Section 25 of this ordinance required to replace or restore the condition of the affected Tree, Plant, Shrub or landscape.

Section Twenty *Treelawn and Parkway Planting Requirements and Criteria*

(a) The appearance and maintenance by adjacent owners of those portions of street rights of way in the City, commonly referred to as the tree lawn, have a substantial impact on the appearance of city neighborhoods and streets and a significant relationship to property values. Deterioration of street landscapes occurs when inappropriate Plants and landscape items are installed that are incompatible with the landscape of a given area, neighborhood or business district or are not, or cannot be, maintained to acceptable standards of appearance. This results in a reduction of property values, poor appearance and the impairment of the public health, safety and welfare. Therefore, the City declares it has a governmental interest in regulating the types of vegetation and landscape items installed in its street right of way and may establish criteria for the maintenance of said items. Provided, this Section shall not apply to the Division or to Contractors.

(b) Shrubs, Plants and other landscape features or items now or hereafter growing or set out, placed, planted or raised in the right of way of any street or alley and on all City Property by any Person other than the City, that are in violation of the provisions of this section are hereby declared public nuisances and subject to treatment and abatement as such. The Commissioner is hereby authorized to remove, trim or otherwise treat any Shrub, Plant or landscape feature or item found in violation of this section without warning or notification.

(c) The City, its officers and employees shall have no liability for landscape features, Shrubs, Plants or other items placed or otherwise installed in or on any City Property by any Person not acting under the authority of a permit or on behalf of the City to install said items. The Person installing said items assumes all responsibility and liability for their maintenance and upkeep unless otherwise provided by ordinance, contract or other agreement.

(d) Fire hydrants shall have a clear area established around them which shall consist of a circle 4 feet in radius measured from the center point at the top of the hydrant and 6 feet in height as measured upwards from the highest point of ground immediately adjacent to the hydrant. Vegetation of any type that is intended to be grown or otherwise maintained at a height that exceeds twelve inches shall not be planted or otherwise maintained in such clear area. In addition, a clear unobstructed field of vision of not less than thirty degrees from each side of a perpendicular line drawn from the top of the fire hydrant to the nearest curb or street line must also exist. Vegetation adjacent to the clear area prescribed in this sub-section shall be maintained in such a way that it does not overgrow or otherwise overhang into such clear area.

(e) Water meter pits, vaults and service shutoffs shall have a clear area established around them which shall consist of a circle two feet in diameter measured from the center of the pit, vault or valve and extending six feet in height as measured upwards from the highest point of ground immediately adjacent to the pit, vault or valve. Vegetation of any type that is intended to be grown or otherwise maintained at a height that exceeds twelve inches shall not be planted or otherwise maintained in such clear area. Vegetation adjacent to such clear area shall be maintained in such a way that it does not overgrow or otherwise overhang into such clear area.

(f) The placement of any Shrubs, Plants or landscape features or items with a maintainable mature height of more

than twelve inches is prohibited within fifteen feet from any street corner.

(g) Street light poles, public utility poles, traffic signals and street signs of any type shall be kept free of all climbing or creeping vegetation.

(h) Climbing or creeping vegetation growing on any City Tree is subject to removal if deemed by the Commissioner to be detrimental to the Tree's continued growth or health.

(i) Any Tree, Shrub or Plant that is known to possess features or growth characteristics that make all or parts of them poisonous, allergenic or invasive in nature shall be subject to immediate destruction and removal by the Commissioner and shall be prohibited from use on any City Property. Such vegetation shall include but is not limited to *Cirsium arvense* (Canada thistle), *Convolvulus arvensis* (Field bindweed), *Sorghum halepense* (Johnsongrass), *Pueraria lobata* (kudzu), *Rosa multiflora* (Multiflora rose), *Lythrum salicaria* (purple loosestrife), *Dipsacus fullonum* (Common teasel), *Dipsacus laciniatus* (Cutleaf teasel), *Carduus nutans* (Musk thistle), *Onopordum acanthium* (Scotch thistle), *Lonicera japonica* (Japanese honeysuckle), *Lonicera morrowii* (Morrow's honeysuckle), *Lonicera maackii* (Amur honeysuckle), *Alliaria petiolata* (Garlic mustard), *Toxicodendron Radicans* (Poison ivy), *Toxicodendron diversilobum* (Poison oak), *Xanthium sp.* (Cocklebur), *Datura stramonium* (Jimsonweed) and any Tree, Shrub or Plant that is determined by the Commissioner to be alleopathic to adjacent City Trees, Shrubs or Plants, diseased or infested, an alternative host for a Tree, Shrub or Plant disease or habitat for a Tree, Shrub or Plant disease vector.

(j) Any Person who installs any Tree, Shrub or Plant in violation of subsections (d) through (i) of this Section shall be subject to a fine of One Hundred Dollars for each Tree or Shrub planted in addition to removal, replacement or remediation costs as provided for in Section Twenty-Five of this ordinance.

(k) The installation, construction or erection of raised planters or landscape walls around the trunks of Trees after their installation is detrimental to the long term health of Trees and is hereby prohibited around any City Tree unless approved by the Commissioner. The use of ornamental or landscape edging is prohibited around City Trees unless it is located far enough way so as not to cut into the root flare of the Tree or restrict or impede its growth, does not extend more than four inches above the soil line at its highest point, and does not entail soil excavation greater than a trench or hole six inches wide and three inches deep as measured from the soil line.

(l) Any person wishing to install, place, or construct any non-vegetative landscape feature or item, including but not limited to raised planters, retaining walls, decorative or ornamental rocks, fencing or any kind of landscape rock within any street or alley right of way in the City shall first obtain a Landscape Permit from the Commissioner authorizing such items.

(m) Any Person wishing to install and plant a "Landscape Bed", hereby defined as a grouping of Plants of similar or dissimilar type in an area of landscape that is more or less continuous in nature and greater than nine square feet in size in any street or alley right of way in the City, shall first obtain a Landscape Permit authorizing such bed from the Commissioner.

(n) The issuance of Landscape Permits under this Section shall be in accordance with any applicable provisions of Section Thirteen of this ordinance.

(o) Any Person that fails to obtain a Landscape Permit as required by subsection (m) of this Section commits a violation of this ordinance punishable by a fine of One Hundred Dollars plus any removal, replacement or remediation costs as provided for in Section Twenty-Five of this ordinance.

(p) The disturbance of the Critical Root Zone of any City Tree, with the exception of Trees already planned or otherwise authorized for removal by the Commissioner, by any tillage method, hand or mechanical, for the purpose of installing landscape Plants, features or items is prohibited, unless expressly approved and monitored by the Commissioner.

Section Twenty-One Private Tree Hazards

Any Tree in the City determined by the Commissioner to be:

- (i) dead, defective, diseased, infested or decayed and to threaten real property or users thereof; or
- (ii) alleopathic to adjacent City Trees or an alternative host for a Tree disease or a habitat or breeding habitat for a Tree disease vector; or

(iii) not grown or otherwise maintained by the property owner to meet all applicable Tree clearance standards provided for by Section Fifteen of this ordinance is hereby declared a public nuisance and subject to treatment and abatement as such by the Commissioner. The Commissioner shall be authorized to order the treatment and abatement of any such Tree. After thirty days of said order being issued the Commissioner may enter upon any lot or parcel of land within the City for the purpose of treating or abating such nuisance and may bill the owner pursuant to Subsection (t) of this Section.

(b) The Commissioner shall serve treatment and abatement orders, as authorized in this section, to property owners found in violation of this section by personal service, or by U. S. mail to the person to whom was sent the tax bill for general taxes for the preceding year, or to the current owner of record. Such notice shall identify the street address of the property, the problem conditions, and what is required of the property owner to be in compliance with this Section and/or Section Fifteen.

(c) Any notice served on a property owner by the Commissioner under the provisions of this section may be appealed to the Board of Public Service whose decision in the matter shall be final. Any appeal from an order of the Commissioner under this section must be filed within ten days of receipt of such order on such forms as may be determined by the Commissioner and approved by the Board of Public Service.

(d) The Commissioner shall bill the owner of any lot or parcel of land on which the City or a City contractor abates or treats any Tree under the provisions of this section for the cost of such abatement and/or treatment. Any such bill issued by the Commissioner pursuant to this section of ordinance that is unpaid ninety (90) days after it is first mailed may be sent to a collection agency for collection and shall bear interest at the rate allowed by law for judgment in civil actions.

(e) All monies collected as provided in subsection (d) of this section shall be transmitted daily to the Treasurer of the City of St. Louis in the form and manner prescribed by the Comptroller.

(f) When the condition of a Tree is such that the Commissioner believes it is in imminent danger of falling or is creating an immediate hazard to the safety of the general public which is too great a risk to leave uncorrected while standard procedures for giving notice are followed, the Commissioner may, in his discretion enter onto any lot or parcel of land in the City and abate or otherwise remediate the condition without following said procedures.

(i) Any owner of a lot or parcel of land upon who fails to comply with an order issued from the Commissioner pursuant to this section within thirty days of receipt of such order violates this section and shall be punishable by a fine of Two Hundred Fifty Dollars.

Section Twenty-Two *Private Tree Disclaimer*

Nothing in this ordinance shall be deemed or construed to relieve the owner of any private property from the duty to keep and maintain any Tree located on their property in a condition such as to prevent it from becoming a hazard to adjacent private and public property; and to prevent it from becoming a hazard or an impediment to travel or vision upon any street, alley, sidewalk or other public place in the City, or to impose any liability upon the City, its officers or employees in connection with any Tree located on private property.

Section Twenty-Three *Enforcement*

(a) The Commissioner shall be responsible for the administration and implementation of this ordinance. He may serve notice to any Person in violation thereof and may report violations to the police department and City Counselor for appropriate proceedings, which are each hereby directed to take all appropriate actions to assist in the enforcement of this ordinance.

(b) In instances where a Person is found to be maintaining or removing or destroying a City Tree in the absence of an appropriate permit for such action in their possession, the police department shall require such Person to cease such operations until the necessary permit and/or certification is obtained pursuant to this ordinance.

Section Twenty-Four *Interference*

It shall be a violation of this ordinance for any Person:

(a) to impede, hinder, delay or interfere with the Commissioner or the Division or any person acting under the

Commissioner's authority in the administration or enforcement of any provision of this ordinance.

(b) to impede, hinder, delay or interfere with the Commissioner or his subordinates while engaged in the planting, pruning, spraying, cultivating, maintaining or removal of any Tree, Shrub or Plant located on City Property.

(c) to impede, hinder, delay or interfere the Commissioner or his subordinates from entering onto private property for the purposes of carrying out their lawful duties under this ordinance.

(d) to impede, hinder, delay or interfere with a Contractor in the fulfillment of his contractual obligations for the planting, pruning, spraying, cultivating, maintaining or removal of any Tree, Shrub or Plant located on City Property.

(e) to impede, hinder, delay or interfere with a Contractor in the fulfillment of his contractual obligations from entering onto private property for the purposes of carrying out his lawful duties.

Section Twenty-Five *Penalty/ Replacement and Repair Costs*

(a) Except as otherwise provided by this ordinance, any Person who violates any provision of this ordinance shall be punishable by a fine of not less than One Hundred Dollars and not exceeding Five Hundred Dollars or by imprisonment up to thirty (30) days, or both such fine and imprisonment for each separate offense. All such violations that are of a continuing nature shall constitute a separate offense for each day the violation continues. If, as a result of the violation, the injury, mutilation or death of a Tree, Shrub or Plant located on City Property occurs, the cost of the repair and/or replacement as provided in subsection (b) of this section shall be included in the calculation of the fine, up to the maximum of Five Hundred Dollars.

(b) Where this ordinance provides that the replacement and repair costs for Trees, Shrubs or Plants shall be assessed as a fine or penalty, said costs shall be calculated by the Commissioner as follows:

(i) Replacement and repair costs for Trees less than 10 inches in size at diameter breast height or with an aggregate diameter of less than 15 inches at diameter breast height shall be the retail price of a similar or same sized and species Tree plus the equipment and labor costs required by the Division or any Contractor or Person acting on behalf of the Division to remove and replace said Tree.

(ii) Replacement and repair costs for Trees that exceed 10 inches in size at diameter breast high or with an aggregate diameter of larger than 15 inches shall be their value, as determined using the most recent edition of the Guide for Plant Appraisal as prepared by the Council of Landscape Appraisers, plus the equipment and labor costs required by the Division or any Contractor or Person acting on behalf of the Division to remove and replace said Tree.

(iii) Costs to repair or remediate Tree, Shrub or Plant damage and/or the repair, replacement or restoration of any element or feature of landscape, hardscape or infrastructure shall be determined based upon the equipment, labor and material costs for the Division and/or other City Departments or public agencies required to perform said services or the equipment, labor and material costs of any Contractor performing such services.

(iv) Shrubs and Plants shall have their value determined by the retail price of a Shrub or Plant of a similar size and species, plus the equipment and labor costs required to remove and replace said Shrub or Plant by the Division or by a Contractor.

(a) (v) In lieu of prosecution for a violation of this ordinance, the Commissioner is authorized to bill any Person who causes expense to the City as calculated under this Section, and to refer such bill which is unpaid ninety days after it is first mailed to a collection agent for collection, subject to applicable law.

Section Twenty-Six *Injunctive Relief*

(a) Whenever there exists reasonable cause to believe that any Person is violating any provision of this ordinance or any term, condition or provision of an approved permit, the City may, either before or after the institution of any other action or proceeding authorized by this ordinance, institute an action for a mandatory or prohibitory injunction and/or an order of abatement as the City deems appropriate in the circumstances. Injunctive relief under this section shall not relieve any Person from any otherwise applicable fine or penalty.

Section Twenty-Seven Regulations

(a) The Commissioner is authorized to issue regulations as provided by this section. Any such regulations shall be consistent with this ordinance and other applicable law, and shall be subject to approval prior to issuance by the Director, the Board of Public Service and the City Counselor's office. Any such regulations shall be kept on file at the Division's office and in the City Register's office.

(b) Such regulations may address the following matter or subjects:

- i) whether, consistent with sound biological science, any particular type of vegetation shall be classified as a Plant, Shrub, Tree or Weed for purposes of this ordinance;
- ii) conditions for permits issued pursuant to Sections Eleven and Twelve of this ordinance;
- iii) standards for appropriate height and spatial clearances for City Trees, as contemplated by Section Fifteen (a) of this ordinance and for the growth and maintenance of Trees, Shrubs and Plants anywhere within the City so as to prevent obstruction , as contemplated by Section Fifteen (b) of this ordinance;
- iv) rules for protection of City Trees at construction sites, in addition to the provisions of Section Sixteen of this ordinance;
- v) Poisonous, allergenic or invasive plants in addition those prohibited by Section Twenty of this ordinance.

Section Twenty-Eight Severability provision

Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than the part held to be invalid.

Section Twenty-Nine Emergency provision; citation

The passage of this ordinance being necessary for the immediate preservation of public health and welfare it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor. This ordinance shall be known and referred to and cited as the "City of St. Louis Forestry Ordinance of 2010"

Approved: March 16, 2010

BOARD BILL NUMBER 156

FISCAL NOTE

Preparer's Name Cheryl Campbell

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

Bill Sponsor Alderman Michael Browning

Bill Synopsis:	<i>This ordinance updates Forestry Division regulations governing the planting, maintenance, preservation, and management of trees, shrubs, and plants within the City of St. Louis, including permitting, reporting, enforcement authority, fee assessment, and fund administration provisions; and containing administrative, regulatory, penalty, and severability provisions.</i>
Type of Impact:	<i>Potential Operating Impact; Potential Revenue Impact</i>
Agencies Affected:	<i>Department of Parks; Recreation and Forestry (Forestry Division); Comptroller's Office; St. Louis Metropolitan Police Department; City Counselor's Office; Board of Public Service.</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? X 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 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 expands administrative, inspection, permitting, reporting, enforcement, and program oversight responsibilities of the Forestry Division. It also authorizes fee collection, fund administration, and potential abatement activities that may result in operational expenditures and offsetting revenue. Estimated costs cannot be determined from the ordinance language.

- 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:

Expanded permitting, enforcement, reporting, and administrative duties may result in additional operating workload and associated personnel or equipment needs within the Forestry Division. The ordinance authorizes collection of fees, fines, and related revenues to be deposited into the Urban Tree Canopy Management Fund, which may offset certain program costs. Specific cost estimates cannot be determined from 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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
Additional Revenue	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
Net	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
Additional Revenue	<i>Indeterminate</i>	<i>Indeterminate</i>	<i>Indeterminate</i>
Net	<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. Implementation of administrative, permitting, reporting, and enforcement duties is assumed to occur within existing departmental structures unless otherwise determined by the administering agency. This analysis reflects the ordinance language and supporting materials reviewed, which did not include departmental workload volume projections, staffing plans, or cost estimates. Accordingly, fiscal impacts are presented as indeterminate where sufficient data was not available to quantify impacts.

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

*Board Bill 156 — Ordinance Text
Board of Aldermen Fiscal Note preparation standards*

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

☐ Yes ☒ No

 - If yes, by whom? _____ .

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
COSPONSORS: ALDERWOMAN ANNE SCHWEITZER/ALDERMAN SHANE COHN/
ALDERWOMAN ALISHA SONNIER/ALDERMAN MICHAEL BROWNING/
ALDERWOMAN LAURA KEYS/ALDERMAN RASHEEN ALDRIDGE**

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:**

1 **SECTION ONE.** The City of St. Louis hereby consents to the execution and delivery of
2 the Amendment by and among the City, the Foundation, and Terrace View, in substantially the
3 form attached hereto as **Exhibit A**.

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

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

15 **SECTION FOUR.** This ordinance, being deemed necessary for the immediate preservation
16 of the public peace and safety, is declared to be an emergency ordinance under and pursuant to
17 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
COSPONSOR: ALDERMAN MICHAEL BROWNING**

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.

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

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

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

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

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

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.

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
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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

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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);

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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 AS AMENDED IN COMMITTEE
INTRODUCED BY ALDERWOMAN CLARK HUBBARD
COSPONSOR: PRESIDENT MEGAN GREEN/ALDERWOMAN ANNE
SCHWEITZER/ALDERMAN SHANE COHN/ALDERWOMAN ALISHA
SONNIER/ALDERMAN MICHAEL BROWNING/ALDERWOMAN LAURA
KEYS/ALDERMAN RASHEEN ALDRIDGE**

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.

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

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

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

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

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

SECTION ONE. Definitions.

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

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

SECTION TWO. Appropriation.

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

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

C. Recommend to the Board of Estimate and Apportionment specific awards of funds appropriated pursuant to Section Two subsection A of this Ordinance, which may be distributed through existing or new emergency contracts to specific recipients, contractors, or vendors, and for which the requirements of City Ordinance 64102 may be waived due to the emergency nature of the eligible uses for such funds.

SECTION THREE. Emergency Clause.

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

5 **SECTION FOUR. Severability Clause.**

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

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

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

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

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

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

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

WHEREAS, many of those tornado-impacted families remain unhoused or in their damaged 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

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

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

A. Increasing temporary winter congregate and noncongregate shelter capacity located in the City for unhoused residents;

B. Providing deposit and rental assistance to residents whose homes were severely damaged by the tornado to assist them with procuring safe intermediate housing during that time period, and other related moving costs;

C. Supporting the repair of homes and buildings damaged by the tornado which are located in the tornado impact area, and other related costs;

D. Supporting vacant unit turns to bring additional housing online; and

E. Other critical services and administrative capacity to accelerate rehousing efforts, including but not limited to case management, legal services, and staffing.

SECTION FOUR. Administration and Implementation of Funds.

A. The Office of the Mayor shall:

a. Have general oversight over and administer the funds appropriated pursuant to Section Two of this Ordinance;

b. Recommend to the Board of Estimate and Apportionment specific awards of funds appropriated pursuant to Section Two of this Ordinance, which may be 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

Bill Synopsis:	<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>
Type of Impact:	<i>Appropriation / Fund Transfer</i>
Agencies Affected:	<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 ☒ 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

- 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 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 ☒ 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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$0	\$0	\$0
Additional Revenue	\$0	\$0	\$0
Net	\$0	\$0	\$0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$3,800,000	\$0	\$0
Additional Revenue	\$3,800,000	\$0	\$0
Net	\$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 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 SHANE COHN/ALDERWOMAN ALISHA SONNIER /ALDERMAN MICHAEL BROWNING/ALDERWOMAN SHAMEEM CLARK-HUBBARD/ALDERWOMAN LAURA KEYS/ALDERMAN RASHEEN ALDRIDGE

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, Pub. L. No. 117-2 (March 11, 2021) (ARPA); and authorizing the transfer of such funds for water infrastructure repair and replacement project purposes; and containing an emergency clause.

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

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

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

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

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

SECTION ONE. There is hereby appropriated the sum of ONE MILLION TWO HUNDRED

1 THOUSAND DOLLARS (\$1,200,000.00) of the interest earned on the ARPA Funds to the
2 Water Division of the Department of Public Utilities for water infrastructure repair and
3 replacement. The Comptroller is authorized and directed to issue warrants upon the City
4 Treasury for payment of all expenditures authorized in this Section provided that such warrants
5 do not exceed the total amount of funds appropriated by this Section.

6 **SECTION TWO.** Emergency Clause.

7 This being an ordinance providing for the immediate preservation and providing public work or
8 improvements and repairs thereof, it is hereby declared to be an emergency measure within the
9 meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore
10 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

Bill Sponsor Alderwoman Anne Schweitzer

Bill Synopsis:	<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>
Type of Impact:	<i>Appropriation / Fund Transfer</i>
Agencies Affected:	<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 ☒ 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

(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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$0	\$0	\$0
Additional Revenue	\$0	\$0	\$0
Net	\$0	\$0	\$0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	\$1,200,000	\$0	\$0
Additional Revenue	\$0	\$0	\$0
Net	\$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 115 Floor Substitute
Introduced by Alderman Michael Browning
December 12, 2025

An ordinance, recommended by the Board of Estimate and Apportionment, appropriating funds totaling Four Million One Hundred Thousand Dollars (\$4,100,000) from those received into the City's Capital fund pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year for the purposes of funding capital maintenance and improvements to the City's flood wall as hereinafter detailed and containing an emergency clause.

BOARD BILL NUMBER 115 FLOOR SUBSTITUTE INTRODUCED BY MICHAEL BROWNING

An ordinance, recommended by the Board of Estimate and Apportionment, appropriating funds totaling ~~Five Million Dollars (\$5,000,000)~~ *Four Million One Hundred Thousand Dollars (\$4,100,000)* from those received into the City's Capital fund pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year for the purposes of funding capital maintenance and improvements to the City's flood wall as hereinafter detailed and containing an emergency clause.

WHEREAS, pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** a total in excess of ~~Five Million Dollars (\$5,000,000)~~ *Four Million One Hundred Thousand Dollars (\$4,100,000)* representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year received into the City's Capital Fund and is available for appropriation, and;

WHEREAS, the State of Missouri has appropriated Five Million Dollars (\$5,000,000) in its budget for the fiscal year ending June 30, 2025 to the Mo. Department of Natural Resources for the purposes of funding the planning, design, maintenance and construction of flood wall improvements within the City of St. Louis with said spending to be contingent upon the City expending a matching amount on a dollar-for-dollar basis, and;

WHEREAS, the City has an identified need for improvements to its floodwall, and it is within the best interest of the City to appropriate the requisite matching funds to maximize the funds available to address these improvement needs, and;

WHEREAS, the Charter of the City of St. Louis, Article XVI, Section 6, authorizes

1 appropriations when any accruing, unappropriated City revenue is available and whenever an
2 appropriation exceeds the amount required for the purpose for which it has been made and
3 when the Board of Estimate and Apportionment recommends the same.

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

5 **SECTION ONE. FUND 1205 CAPITAL IMPROVEMENTS FUND**

6 There is hereby appropriated and set apart out of funds allocated to the City's Capital Fund
7 pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing
8 a portion of the one-half of the operating balance of the General Fund from the preceding fiscal
9 year a total of [~~Five Million Dollars (\$5,000,000)~~] [*Four Million One Hundred Thousand*
10 *Dollars (\$4,100,000)*] for the planning, design, maintenance and construction of flood wall
11 improvements within the City of St. Louis.

12 **SECTION TWO.**

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

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 95th 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

Bill Synopsis:	This Board Bill repeals Ordinance Number 69056 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.
Type of Impacts:	Entry into the Missouri Clean Energy District will open up additional financing sources for PACE projects within the City.
Agencies Affected:	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.

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

Bill Synopsis:	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.
Type of Impact:	None
Agencies Affected:	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.

Financial Estimate of Impact on General Fund			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	N/A	N/A	N/A
Net	N/A	N/A	N/A
Financial Estimate of Impact on Special Funds			
Fiscal Impact	<u>Year 1 (current)</u>	<u>Year 2</u>	<u>Year 3</u>
Additional Expenditures	N/A	N/A	N/A
Additional Revenue	N/A	N/A	N/A
Net	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 128****Sponsored by Alderwoman Shameem Clark Hubbard****Date: January 23, 2026**

An ordinance approving the Petition of owners of real property seeking the creation and establishment of the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "CID"), finding a public purpose for the establishment of the CID and containing a severability clause.

BOARD BILL NUMBER 128 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK HUBBARD

1 An ordinance approving a petition to establish the Kingsbury Place HOA’s Capital
2 Improvement Tornado Recovery Community Improvement District; establishing the Kingsbury
3 Place HOA’s Capital Improvement Tornado Recovery Community Improvement District as a
4 political subdivision of the State of Missouri; approving the appointment of the initial board of
5 directors; and containing severability clauses.

6 **WHEREAS**, in May of 2025, a devastating EF-3 tornado touched down and caused
7 extensive damage to certain areas of the City of St. Louis, Missouri, including the geographic area
8 within the Kingsbury Place. This tornado destroyed median and common spaces, including over
9 170 trees that were over one hundred (100) years old, ripped up the sidewalks and streets and
10 damaged the gas lighting system; and

11 **WHEREAS**, the property owners and residents in Kingsbury Place have recognized that a
12 properly formed and well-operated community improvement district property can play an
13 important role in financing the repair and rebuilding of the neighborhood in accordance with, and
14 respect to, the City and Federal designations of Kingsbury Place as a historic District.

15 **WHEREAS**, Sections 67.1401 to 67.1571, RSMo. (the “CID Act”), authorizes the Board
16 of Aldermen to approve the petition of property owners to establish community improvement
17 districts; and

18 **WHEREAS**, the petition attached hereto as **Exhibit A** (the “Petition”) was filed with the
19 City to request formation and establishment of the Kingsbury Place HOA’s Capital Improvement
20 Tornado Recovery Community Improvement District (the “CID”), which Petition was signed by

1 the authorized representatives of the owners of more than fifty percent by assessed value and per
2 capita of the property located within the proposed boundaries of the CID; and

3 **WHEREAS**, the Register of the City of St. Louis reviewed the Petition and determined
4 that it substantially complies with the requirements of the CID Act; and

5 **WHEREAS**, a duly-noticed public hearing was held in accordance with the CID Act; and

6 **WHEREAS**, the Board of Aldermen hereby finds that the adoption of this Ordinance is in
7 the best interest of the City and that the owners of real property located within the CID, as well as
8 the City as a whole, will benefit from the establishment of the CID and the other transactions
9 described herein.

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

11 **SECTION ONE.** A community improvement district, to be known as the “Kingsbury
12 Place HOA’s Capital Improvement Tornado Recovery Community Improvement District” is
13 hereby established pursuant to the CID Act on the real property described in the Petition for the
14 purposes and functions described in the Petition. The Petition includes the approvals of a proper
15 petition by the qualified voters of the CID to impose special assessments pursuant to section
16 67.1521 of the CID Act, so subject to further approvals by the CID’s Board of Directors, the CID
17 is also authorized to impose the special assessments described in the Petition.

18 **SECTION TWO.** The term of the existence of the CID shall begin on the effective date
19 of this Ordinance. The CID shall commence the procedures for terminating the CID under the CID
20 Act upon the earliest of (a) the redemption in full of all of the obligations issued to finance or
21 refinance the CID project described in the Petition in accordance with the CID Act or (b) twenty-
22 seven (27) years from the effective date of this Ordinance.

SECTION THREE. The Petition provides that the CID shall be governed by a Board of Directors consisting of seven (7) individual directors (collectively, the “Directors” and each, a “Director”). By the approval and adoption of this Ordinance, the Mayor does hereby appoint, and the Board of Aldermen hereby consents, to the following individuals serving as the initial Directors of the CID for the terms set forth below:

<u>Term:</u>	<u>Name:</u>
3 years	William Donius
3 years	Maren Fjord
3 years	Timothy Gray
2 years	Lance Olsen
2 years	Lindsay Selner
2 years	Veronica Theodoro
2 years	Jermal Seward

Successor Directors of the CID shall be chosen in accordance with the CID Act and the Petition and shall serve four (4) year terms.

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

1 **SECTION FIVE.** As required by Section 67.1421.6 of the CID Act, the City Register shall
2 report the creation of the CID to the Missouri Department of Economic Development and the
3 Missouri State Auditor.

4 **SECTION SIX.** The use of CID special assessment revenues as authorized and provided
5 for in the Petition will serve a public purpose by funding the construction, reconstruction,
6 installation, repair, maintenance and equipping of improvements and the provision for services as
7 set forth in the CID Act.

8 **SECTION SEVEN.** If any section, subsection, sentence, clause, phrase or portion of this
9 Ordinance is held to be invalid or unconstitutional, or unlawful for any reason, by any court of
10 competent jurisdiction, such portion shall be deemed and is hereby declared to be a separate,
11 distinct and independent provision of this Ordinance, and such holding or holdings shall not affect
12 the validity of the remaining portions of this Ordinance

EXHIBIT A

Petition to Establish the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District

BOARD BILL NUMBER 128AA

FISCAL NOTE

Preparer's Name: Scott Riley

Contact Information: Scott Riley
Cook & Riley, LLC
7777 Bonhomme Ave., Suite 1910
St. Louis, MO 63105
(314) 322-5161 (cell)
sriley@cookrileylaw.com

Bill Sponsor: Alderwoman Shameem Clark Hubbard

Bill Synopsis:	This Board Bill is being introduced to establish the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "District"). The District will have boundaries along the north and south of Kingsbury Place bounded by Clara Avenue on the west and Union Avenue on the South (the "Project Area"). Within the Project Area there are sixty-one (61) single-family homes and common areas. The District is being formed as a political subdivision and shall terminate on the date the District will have reached its twenty-seventh (27 th) year of existence as measured from the effective date of the City Ordinance establishing the District.
Type of Impacts:	This Board Bill will have no impact on the City's General Fund or Special Funds. Separately, the District shall have the power to impose a special assessment on the sixty-one (61) single-family homes based on a formula in a special assessment petition as approved by a ballot vote open to the property owner of each of the sixty-one (61) single-family homes. All District revenues will be used for the construction of certain improvements and the provision of certain services as provided in the CID Act for the primary purpose of repairing the extensive damage caused to the Project Area by the tornado of May 2025.
Agencies Affected:	The Assessor's Office and the Collector's Office will assist with the administration of the special assessment imposed by the District, similar to the administration of other special assessments in the City.

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

The Assessor's Office and the Collector of Revenue will perform routine administrative functions related to the certification, billing, and collection of the special assessments imposed by the Community Improvement District. These activities are consistent with existing City practices for other special assessment districts and are expected to be absorbed within existing staff capacity and operational resources. No additional appropriations or General Fund expenditures are anticipated.

- 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.

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

Petition to Establish the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (Exhibit A), including all supporting exhibits (boundary description and map, five-year plan and addendum, and parcel assessment information); Community Improvement District Act (RSMo 67.1401–67.1571); City review materials.

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

☐ Yes ☒ No

If yes, by whom? _____



CARA SPENCER
MAYOR

City of St. Louis

REGISTER'S OFFICE

Room 118 City Hall
St. Louis, Missouri 63103
Phone: (314) 622-4145
Fax: (314) 622-4247



AMBER BOYKINS SIMMS
REGISTER

January 16, 2026

Honorable Sharita Rogers
Acting Clerk to the Board of Aldermen
City Hall, Room 230
St. Louis, MO 63103

Re: Petition to Establish the Kingsbury Place HOA's Capital Improvement
Tornado Recovery Community Improvement District

Dear Ms. Rogers:

As used in this letter, "Act" means Section 67.1401, et. seq., RSMo., as amended, the Community Improvement District Act adopted by the State of Missouri.

The undersigned is duly appointed, qualified, and acting Register of the City of St. Louis.

The above-referenced Petition to Establish the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "Petition") under the Act was filed with my office on January 14, 2026. The Petition and execution pages were reviewed by the Assessor's Office and the personnel from the City Counselor's Office.

Based on their review and on information and advice provided to me, I hereby report to you that the Petition substantially complies with the requirements of Section 67.1421.2, RSMo., and related provisions of the Act.

Sincerely,



Amber Boykins Simms
Register

cc: Ben Jonsson, Chief Operating Officer
Shawn Ordway, Assessor for the City of St. Louis
David Donald, Abatement/Redevelopment Coordinator, Assessor's Office
Marc Stoff, Tax Auditor, Collector of Revenue
Scott Riley, Cook & Riley, LLC (sriley@cookrileylaw.com)

**PETITION TO THE CITY OF ST. LOUIS, MISSOURI
FOR ESTABLISHMENT OF THE**

**KINGSBURY PLACE HOA's CAPITAL IMPROVEMENT
TORNADO RECOVERY COMMUNITY IMPROVEMENT
DISTRICT**

JANUARY 14, 2025

2025 JAN 14 P 1:11

ST. LOUIS
MISSOURI

COOK & RILEY, LLC

7777 BONHOMME AVE.
SUITE 1910
CLAYTON, MO 63105
(314) 725-5151 (MAIN)
(314) 322-5161 (DIRECT)

SCOTT R. RILEY
sriley@cookrileylaw.com

DANIEL J. COOK
dcook@cookrileylaw.com

January 14, 2026

Ms. Amber Simms
City Register
City of St. Louis, Missouri
City Hall, Room 118
1200 Market St.
St. Louis, Missouri 63103

2026 JAN 14 P 1:11

Re: Filing of Petition for the Formation of the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District

Dear City Register:

Attached to this letter is a fully executed Petition (with exhibits) related to the formation of the proposed Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "CID"). As background, the CID is being formed by the residents in Kingsbury Place, through a cooperative effort of the neighborhood's two (2) homeowners' associations, in order to restore, repair and rebuild the street after the damage caused by the May 16, 2025 tornado. The tornado damaged the neighborhood's street surface, curbs, sidewalks and utility infrastructure and also caused the loss of over 160 mature trees. The neighborhood is proposing the CID in order to tax only its residents (the 61 homeowners) to raise the monies needed to repair the tornado damage. This will allow the City of St. Louis to use its public funds to focus on other tornado-hit areas.

Please accept this filing pursuant to §67.1421. As a next step, your office is required to review the Petition to verify that the Petition "substantially complies" with the requirements of §67.1421.2. Our understanding is that your office is typically assisted in its review of the Petition by the City Assessor's Office and the City Counselor's Office. We've already been in contact with the City Counselor's Office and the City Assessor's Office. We've been informed that Patrick Paterson and David Donald are the designated reviewers of the Petition for the City Counselor and City Assessor, respectively.

We appreciate your help with this matter. If you have any questions, please contact me at (314) 322-5161 or sriley@cookrileylaw.com.

Ms. Amber Simms
Office of the City Register
January 14, 2026

Very Truly Yours,

Cook & Riley, LLC



Scott Riley
Partner

cc:

Alderwoman Shameem Clark-Hubbard – Board of Aldermen
Patrick Paterson – City Counselor's Office
David Donald – City Assessor's Office

STATE OF MISSOURI }
CITY OF ST. LOUIS }

ss

I, the undersigned Register
of said City do hereby certify the foregoing to be a true copy of

Petition to Establish the Kingsbury
Place HOA's Capital Improvement
Tornado Recovery Community
Improvement District

the original of which is on file in this office.

Witness my hand and the seal of the City of St. Louis
this 16th day of January, 2026

[Signature]
REGISTER

COOK & RILEY, LLC

7777 BONHOMME AVE.
SUITE 1910
CLAYTON, MO 63105
(314) 725-5151 (MAIN)
(314) 322-5161 (DIRECT)

SCOTT R. RILEY
sriley@cookrileylaw.com

DANIEL J. COOK
dcCook@cookrileylaw.com

January 14, 2026

Ms. Amber Simms
City Register
City of St. Louis, Missouri
City Hall, Room 118
1200 Market St.
St. Louis, Missouri 63103

2026 JAN 14 PM 1:11

Re: Filing of Petition for the Formation of the Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District

Dear City Register:

Attached to this letter is a fully executed Petition (with exhibits) related to the formation of the proposed Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "CID"). As background, the CID is being formed by the residents in Kingsbury Place, through a cooperative effort of the neighborhood's two (2) homeowners' associations, in order to restore, repair and rebuild the street after the damage caused by the May 16, 2025 tornado. The tornado damaged the neighborhood's street surface, curbs, sidewalks and utility infrastructure and also caused the loss of over 160 mature trees. The neighborhood is proposing the CID in order to tax only its residents (the 61 homeowners) to raise the monies needed to repair the tornado damage. This will allow the City of St. Louis to use its public funds to focus on other tornado-hit areas.

Please accept this filing pursuant to §67.1421. As a next step, your office is required to review the Petition to verify that the Petition "substantially complies" with the requirements of §67.1421.2. Our understanding is that your office is typically assisted in its review of the Petition by the City Assessor's Office and the City Counselor's Office. We've already been in contact with the City Counselor's Office and the City Assessor's Office. We've been informed that Patrick Paterson and David Donald are the designated reviewers of the Petition for the City Counselor and City Assessor, respectively.

We appreciate your help with this matter. If you have any questions, please contact me at (314) 322-5161 or sriley@cookrileylaw.com.

Ms. Amber Simms
Office of the City Register
January 14, 2026

Very Truly Yours,

Cook & Riley, LLC


Scott Riley
Partner

cc:

Aldерwoman Shameem Clark-Hubbard – Board of Aldermen
Patrick Paterson – City Counselor's Office
David Donald – City Assessor's Office

PETITION TO THE CITY OF ST. LOUIS, MISSOURI

FOR ESTABLISHMENT OF THE

**KINGSBURY PLACE HOA's CAPITAL IMPROVEMENT
TORNADO RECOVERY COMMUNITY IMPROVEMENT
DISTRICT**

JANUARY 14, 2025

2025 JAN 14 PM 1:11

ST. LOUIS
MISSOURI

**PETITION FOR THE CREATION OF THE KINGSBURY PLACE HOA'S CAPITAL
IMPROVEMENT TORNADO RECOVERY COMMUNITY IMPROVEMENT DISTRICT**

To the Board of Aldermen of the City of St. Louis, Missouri (the “**City**”):

The undersigned real property owners (the “**Petitioners**”), being the owners collectively owning:

- (1) more than fifty percent (50%) by assessed value of the real property; and
- (2) more than fifty percent (50%) per capita of all owners of real property;

within the boundaries of the hereinafter described community improvement district, do hereby petition and request that the Board of Aldermen of the City of St. Louis, Missouri (the “**Board of Aldermen**”) create a community improvement district as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, RSMo (the “**CID Act**”).

A. District Name. The Kingsbury Place HOA’s Capital Improvement Tornado Recovery Community Improvement District (the “**District**”) shall be name for the community improvement district approved pursuant to this Petition.

B. Legal Description and Map. A legal description and map of the District are attached hereto as Exhibit A and Exhibit B, respectively. The proposed District is located entirely within the corporate boundaries of the City.

C. Five Year Plan. A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make, and an estimate of costs of these services and improvements to be incurred is attached hereto as Exhibit C.

D. Establishment as a Political Subdivision. The District shall be formed as a political subdivision of the State of Missouri, as provided for in Section 67.1411 of the Act, and shall have all of the powers authorized and/or granted by the Act, including the powers set forth in Section 67.1461, and as otherwise provided by law subject to the limitations set forth in this Petition.

E. Directors. The Board of Directors of the District shall consist of between five (5) and seven (7) individual Directors (the “**Directors**” and each a “**Director**”). The initial Board of Directors shall consist of seven (7) Directors to be appointed by the Mayor and approved by the Board of Aldermen of the City as evidenced in a City ordinance approving this Petition and authorizing the creation of the District. The Directors shall serve staggered terms in the manner and as provided in the Act. Each Director shall meet the following requirements:

- Be a citizen of the United States of America and a Missouri resident for at least one year prior to appointment;
- Be at least 21 years of age;
- Be an owner of real property or its legally authorized representative and reside within the District, unless temporarily displaced due to damage to such owner’s property caused by the tornado that impacted the District in May of 2025.

The initial Directors and their terms shall be the following:

1. William Donius 3 Years
2. Maren Fjord 3 Years
3. Timothy Gray 3 Years
4. Lindsey Selner 2 Years
5. Lance Olsen 2 Years
6. Jermal Seward 2 Years
7. Veronica Theodoro 2 Years

Upon expiration of the terms of the initial Directors, successor directors shall be appointed from a slate of individuals chosen by the Directors in a number necessary to insure that the Board of Directors continues to have a minimum of five (5) members, with the Directors making reasonable efforts to provide for a Board of Directors that has at least one (1) trustee of the Kingsbury Place Association and at least one (1) trustee of the Kingsbury Terrace Association. This slate shall be submitted by the Directors for approval by the Mayor with the consent of the Board of Aldermen of the City in accordance with the procedural and substantive requirements of the Act. Following submission of the slate to the Mayor: a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent by resolution to the appointments; or b) the Mayor or Board of Aldermen may reject the slate submitted and request in writing that the District submit an alternate slate. If an alternate slate is requested, the District shall submit such an alternate slate to the Mayor within sixty (60) days. Following submission of the alternate slate to the Mayor: a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent by resolution to the appointments; or b) the Mayor or Board of Aldermen may reject the alternate slate submitted and request that the District submit a second alternate slate. The procedure described above shall continue until the successor Directors are appointed or deemed to be appointed by the Mayor with the consent of the Board of Aldermen. Successor directors shall be appointed to serve four (4) year terms on the Board.

F. Total Assessed Value. The total assessed value of all property included in the District for the 2025 tax year equals \$10,777,380. Information regarding the ownership, common street address, the City Assessor's Office Parcel Number and assessed value of each parcel in the boundaries of the District is attached hereto as **Exhibit D**.

G. Determination of Blight. Petitioners are not requesting a blight finding as part of the formation of the District.

H. Term of Existence. The proposed maximum length of time for the existence of the District is the earlier of: (i) reimbursement of all outstanding District obligations or (ii) twenty-seven (27) years from the date of the ordinance approving the Petition. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

I. Maximum Special Assessment. Petitioners propose to impose a special assessment (the "**District Special Assessment**") to be levied as follows:

The District is authorized to levy special assessments against real property within its boundaries in an amount sufficient to pay the costs of the Project not to exceed \$6,000,000 and all costs of issuance, administrative expenses, reserves, and the

full amount of principal and interest on any bonds or other obligations issued to finance the Project, together with any required coverage amounts. The methodology to be used to calculate the District Special Assessment to be levied against each Parcel within the District shall be as follows:

[i] For eligible Project costs related to replacement of water main, sewer line and lateral improvements in the District (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro rata on a per-parcel basis, with each Assessed Parcel bearing the parcel's Linear Frontage divided by the total Linear Frontage; and

[ii] For eligible Project costs related to the repair, replacement and construction of the Kingsbury Place street, curb and sidewalk improvements in the District (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro rata based on each Assessed Parcel's Assessed Value as of January 1, 2025 to the total Assessed of all 61 homes on that date; and

[iii] For eligible Project costs related to repair, replacement and construction of improvements in the District necessary due to damage caused by the tornado that impacted the District in May of 2025, which are not within the improvements described within items (i) or (ii) above, including the repayment of monies advanced to the District by the Kingsbury Terrace Association and the Kingsbury Place Association (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro-rata using each home as a numerator and 61 homes as a denominator.

Parcels 22H (Belt Ave) and 21H (Washington Terrace Walkway) do not benefit, are not part of the calculation and will not be levied.

The foregoing methodology as to the One third (1/3rd) baseline may be adjusted as necessary to accurately match the District's financing obligations, including but not limited to bond or loan requirements, coverage ratios, or reserve funding needs, consistent with section 67.1521.4, RSMo.

J. Sales Tax, Real Estate Tax, and Business License Tax. The District shall not have the power and is not authorized to impose a sales tax, real estate tax levy, or business license tax.

K. Borrowing Capacity Limitation. The borrowing capacity of the District shall be \$6,000,000.

L. No Revenue Limitations. Except as provided in Section J above, Petitioners do not seek limitations on the revenue generation of the District.

M. General Power Limitation. The District shall not have the following general powers under

Section 67.1461.1: (7) To sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property; (10) to levy sales taxes pursuant to sections 67.1401 to 67.1571; (11) to fix, charge, and collect fees, rents and other charges for use of the District's real or personal property, or interests therein; (17) to dedicate to the municipality, with the municipality's consent, streets, sidewalks, parks and other real property and improvements located within its boundaries for public use. Further, the exercise of any of the other general powers of the District under Section 67.1461 shall be limited to the purposes set forth in Section I and Exhibit C of this Petition.

N. Petitioners Withdrawal Right Notice. THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK, but this Petition does not go into effect until it is signed by at least twelve (12) property owners in the address range of Numbers 1 through 22 Kingsbury Place and at least twenty (20) owners in the address range of Numbers 23 through 62 Kinsbury Place.

WHEREFORE, Petitioner respectfully requests that the Board of Aldermen establish the District to exercise its power under the CID Act in accordance with the information set forth in this Petition and take all other appropriate and necessary action that is consistent with the CID Act to establish the requested district.

[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]

**THE PETITION TO ESTABLISH THE KINGSBURY PLACE HOA'S CAPITAL IMPROVEMENT
TORNADO RECOVERY COMMUNITY IMPROVEMENT DISTRICT
AND APPROVE THE CID SPECIAL ASSESSMENT DESCRIBED HEREIN**

The undersigned requests that the Board of Aldermen of the City of St. Louis, Missouri establish The Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District ("District") according to the preceding Petition and authorize the creation of the District. The undersigned authorizes the District to levy the special assessment described below and more fully set forth in the preceding Petition against the parcel(s) listed below:

Description of the District Special Assessment and Calculation Thereof

The Kingsbury Place HOA's Capital Improvement Tornado Recovery Community Improvement District (the "District") shall be authorized to levy a special assessment (the "**District Special Assessment**") against the real property benefited within the District for the purpose of providing revenue for costs incurred by the District for the completion of its District Project, including programs, services and improvements related to landscaping, hardscaping, transportation, utilities and other infrastructure improvements, beautification or other programs, services and improvements authorized by the Act in the District.

The District Special Assessment is to be levied as follows:

The District is authorized to levy special assessments against real property within its boundaries in an amount sufficient to pay the costs of the Project not to exceed \$6,000,000 and all costs of issuance, administrative expenses, reserves, and the full amount of principal and interest on any bonds or other obligations issued to finance the Project, together with any required coverage amounts. The methodology to be used to calculate the District Special Assessment to be levied against each Parcel within the District shall be as follows:

[i] For eligible Project costs related to replacement of water main, sewer line and lateral improvements in the District (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro rata on a per-parcel basis, with each Assessed Parcel bearing the parcel's Linear Frontage divided by the total Linear Frontage; and

[ii] For eligible Project costs related to the repair, replacement and construction of the Kingsbury Place street, curb and sidewalk improvements in the District (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro rata based on each Assessed Parcel's Assessed Value as of January 1, 2025 to the total Assessed of all 61 homes on that date; and

[iii] For eligible Project costs related to repair, replacement and construction of improvements in the District necessary due to damage caused by the tornado that impacted the District in May of 2025, which are not within the improvements described within items (i) or (ii) above, including the repayment of monies advanced to the District by the Kingsbury Terrace Association and the Kingsbury Place Association (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro-rata using each home as a numerator and 61 homes as a denominator.

Parcels 22H (Belt Ave) and 21H (Washington Terrace Walkway) do not benefit, are not part of the calculation and will not be levied.

The foregoing methodology as to the One third (1/3rd) baseline may be adjusted as necessary to accurately match the District's financing obligations, including but not limited to bond or loan requirements, coverage ratios, or reserve funding needs, consistent with section 67.1521.4, RSMo.

The properties located in the District that will receive special benefit from District's programs, services and improvements are set forth in **Exhibit D** to the formation Petition, which is also incorporated by reference into this Special Assessment Petition. In order to implement the special assessment, the Board of Directors shall approve a resolution imposing the special assessment authorized by this Petition, and such special assessment may be imposed in any amount up to the maximum rate as authorized by this Petition.

[Rest of Page Intentionally; Signature Pages of Owners Follow]

Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Thomas J. Gregory and Joan Moriarty
Type of Entity	Individuals
Name of Signer(s)	Thomas J. Gregory and Joan Moriarty
Basis of Authority to Sign	Owners
Signer's Mailing Address	3 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-749-1167
Owner's Mailing Address	3 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-749-1167

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

3 Kingsbury Place
56199130000
\$165,830

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Thomas J. Gregory and Joan Moriarty

By:

Thomas J. Gregory and Joan Moriarty Gregory

Name: Thomas J. Gregory and Joan Moriarty

Date:

December 19, 2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Thomas J. Gregory and Joan Moriarty Gregory
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

Mackenzie Minana

Notary Public

My Commission Expires

11-28-2027



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Jermal Seward II and Rachel L. Seward
Type of Entity	Individuals
Name of Signer(s)	Jermal Seward II and Rachel L. Seward
Basis of Authority to Sign	Owners
Signer's Mailing Address	4 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-920-0576
Owner's Mailing Address	4 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

4 Kingsbury Place
38769100000
\$183,300

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Jermal Seward II and Rachel L. Seward

By:

Jermal Seward II

Name: Jermal Seward II and Rachel L. Seward

Date:

12-31-25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

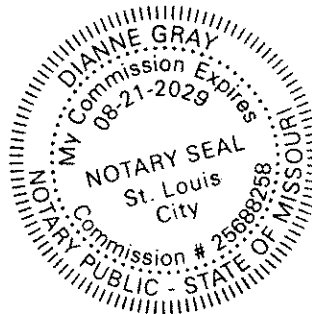
Before me personally appeared Jermal and Rachel Seward,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
31 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Thomas E. Monroe and Susan R. Monroe
Type of Entity	Individuals
Name of Signer(s)	Thomas E. Monroe and Susan R. Monroe
Basis of Authority to Sign	Owners
Signer's Mailing Address	5 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 - 367 - 1567
Owner's Mailing Address	5 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 - 367 - 1567

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

5 Kingsbury Place
56199140000
\$165,870

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Thomas E. Monroe and Susan R. Monroe

By:

Thomas E. Monroe Susan R. Monroe

Name: Thomas E. Monroe and Susan R. Monroe

Date:

12/28/25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Tom and Susan Monroe,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
28 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Thomas E. Ruwitch and Melissa E. Ruwitch
Type of Entity	Individuals
Name of Signer(s)	Thomas E. Ruwitch and Melissa E. Ruwitch
Basis of Authority to Sign	Owners
Signer's Mailing Address	6 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-853-1128
Owner's Mailing Address	6 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-853-1128

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

6 Kingsbury Place
38769090000
\$166,860

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Thomas E. Ruwitch and Melissa E. Ruwitch

By:

Thomas E. Ruwitch and Melissa E. Ruwitch

Name: Thomas E. Ruwitch and Melissa E. Ruwitch

Date:

12/19/25 ekr

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Thomas E. Ruwitch and Melissa E. Ruwitch,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

Mackenzie Minana

Notary Public

My Commission Expires

11-28-2027



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Mark J. Harrington and Jane Chu
Type of Entity	Individuals
Name of Signer(s)	Mark J. Harrington and Jane Chu
Basis of Authority to Sign	Owners
Signer's Mailing Address	7 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-454-1310
Owner's Mailing Address	7 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-454-1310

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

7 Kingsbury Place
56199150000
\$143,000

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Mark J. Harrington and Jane Chu

By:

Name: Mark J. Harrington and Jane Chu

Date:

Dec. 19, 2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Mark J. Harrington and Jane Chu Harrington
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

Mackenzie Minana
Notary Public

My Commission Expires

11-28-2027



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	William A. Donius
Type of Entity	Individual
Name of Signer(s)	William A. Donius
Basis of Authority to Sign	Owner
Signer's Mailing Address	8 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314. 348. 6335
Owner's Mailing Address	8 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314. 348. 6335

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

8 Kingsbury Place
38769080000
\$248,020

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: William A. Donius

By:

Name: William A. Donius

Date:

12/20/2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

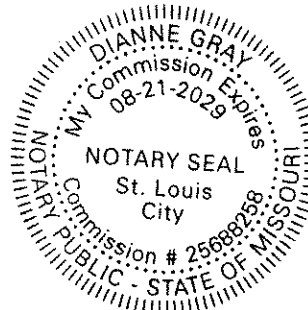
Before me personally appeared Bill Donius,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
20 day of Dec, 2025.

[Signature]
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Christopher Williams	
Type of Entity	Individual	
Name of Signer(s)	Christopher Williams	
Basis of Authority to Sign	Owner	
Signer's Mailing Address	9 Kingsbury Place St. Louis, MO 63112	
Signer's Telephone Number	314-518-5240	
Owner's Mailing Address	9 Kingsbury Place St. Louis, MO 63112	
Owner's Telephone Number	314-518-5240	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

9 Kingsbury Place
56199160000
\$248,990

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Christopher Williams

By:

Name: Christopher Williams

Date:

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Christopher Williams
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
8th day of January, 2025: 2026

Notary Public

My Commission Expires

10.23.2026



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Travis K. and Lindsay Selner
Type of Entity	Individuals
Name of Signer(s)	Travis K. and Lindsay Selner
Basis of Authority to Sign	Owners
Signer's Mailing Address	11 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(314) 288-4544
Owner's Mailing Address	11 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

11 Kingsbury Place
56199170000
\$262,500

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Travis K. and Lindsay Selner

By:

Travis K. Selner

Name: Travis K. and Lindsay Selner

Date:

12/29/2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Travis and Lindsay Selner,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
29 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Charles B. Huddleston and Marye J. Gleva
Type of Entity	Individuals
Name of Signer(s)	Charles B. Huddleston and Marye J. Gleva
Basis of Authority to Sign	Owners
Signer's Mailing Address	14 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 602 9215
Owner's Mailing Address	14 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

14 Kingsbury Place
38769050000
\$249,630

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Charles B. Huddleston and Marye J. Gleva

By:

Charles B. Huddleston Marye J. Gleva

Name: Charles B. Huddleston and Marye J. Gleva

Date:

1 Jan 2026

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Chuck Huddleston & Marye Gleva
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
7 day of Jan, 2026

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information — PLEASE PRINT

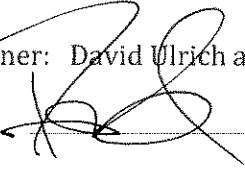
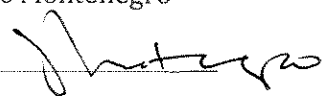
Name of Owner(s):	David Ulrich and Grace Montenegro
Type of Entity:	Individuals
Name of Signer(s):	David Ulrich and Grace Montenegro
Basis of Authority to Sign:	Owners
Signer's Mailing Address:	16 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number:	
Owner's Mailing Address:	16 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number:	917-587-9664

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address:	16 Kingsbury Place
City of St. Louis Assessor's Office Parcel Number:	38769044444
2025 Tax Year Total Assessed Valuation:	\$170,600

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: David Ulrich and Grace Montenegro

By:  

Name: David Ulrich and Grace Montenegro

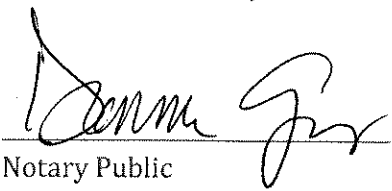
Date: 1/6/2026

STATE OF MISSOURI)

CITY OF ST. LOUIS) SS

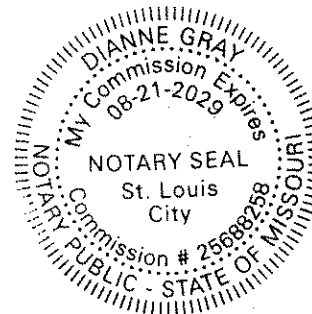
Before me personally appeared David Ulrich & Grace Montenegro, to me personally known to be the individual(s) described in and who executed the foregoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 7 day of Jan, 2026.


Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Caroline P. Early Trust
Type of Entity	Trust
Name of Signer(s)	Caroline P. Early
Basis of Authority to Sign	Trustee
Signer's Mailing Address	17 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 954 6356
Owner's Mailing Address	17 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	same

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

17 Kingsbury Place
56199200000
\$172,540

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Caroline P. Early Trust

By:

Caroline P. Early

Name:

Caroline P. Early

Date:

Caroline P. Early
December 19 2025

STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

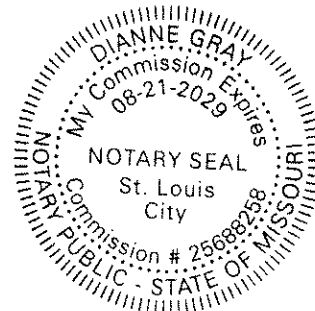
Before me personally appeared Caroline Early,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Barton Hamilton Trust
Type of Entity	Trust
Name of Signer(s)	Barton Hamilton and Ursula Kopij 
Basis of Authority to Sign	Trustees
Signer's Mailing Address	18 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	
Owner's Mailing Address	18 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-283-9517

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

18 Kingsbury Place
38769030000
\$173,890

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

BH ^{Signature}
Owner:

Barton Hamilton Trust

By:

BH [Signature] Ursula Kopij

Name:

Barton Hamilton and Ursula Kopij

Date:

1/3/2026 1/4/2026

STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

Before me personally appeared Bart Hamilton

to me personally known to be the individual(s) described in and who executed the forgoing instrument.

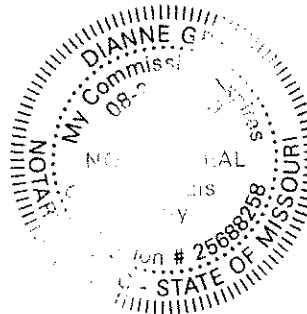
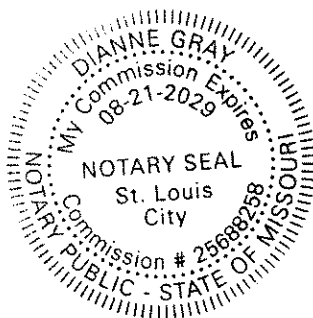
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this

3 day of Jan, 2026

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Harold Neumann and Maren L. Fjord
Type of Entity	Individuals
Name of Signer(s)	Harold Neumann and Maren L. Fjord
Basis of Authority to Sign	Owners
Signer's Mailing Address	20 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 324 9143
Owner's Mailing Address	20 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 324 9143

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

20 Kingsbury Place
38769020000
\$170,920

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Harold Neumann and Maren L. Fjord

By: [Signature]

Name: Harold Neumann and Maren L. Fjord

Date: 12/18/2025

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

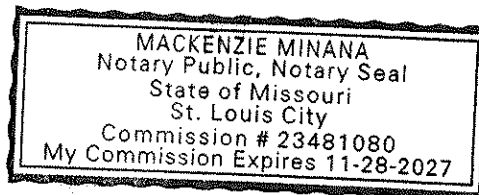
Before me personally appeared Harold Neumann and Maren L. Fjord
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

Mackenzie Minana
Notary Public

My Commission Expires

11-28-2027



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Peter Gregory
Type of Entity	Individual
Name of Signer(s)	Peter Gregory
Basis of Authority to Sign	Owner
Signer's Mailing Address	22 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	
Owner's Mailing Address	22 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	541-602-6732

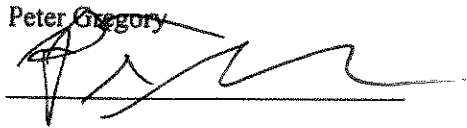
The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

22 Kingsbury Place
38769015000
\$284,290

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Peter Gregory

By: 

Name: Peter Gregory

Date: 1/4/26

STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

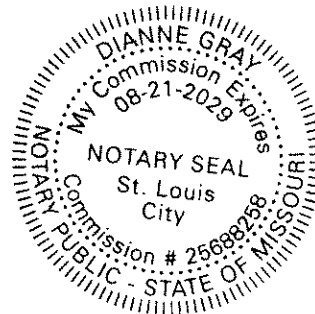
Before me personally appeared Peter Gregory,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

4 Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
day of Jan, 2026


Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Eugene G. Gallant Jr. and Christine K. Gallant
Type of Entity	Individuals
Name of Signer(s)	Eugene G. Gallant Jr. and Christine K. Gallant
Basis of Authority to Sign	Owners
Signer's Mailing Address	21 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(401) 339 8480
Owner's Mailing Address	21 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	same

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

21 Kingsbury Place
56199220000
\$179,440

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Eugene G. Gallant Jr. and Christine K. Gallant

By:

Eugene G. Gallant Jr.

Name:

Eugene G. Gallant Jr. and Christine K. Gallant

Date:

Christine K. Gallant

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared *Eugene & Christine Gallant*,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
8 day of Jan, 2026

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Michael A. and Sarah P. Wolff
Type of Entity	Individuals
Name of Signer(s)	Michael A. and Sarah P. Wolff
Basis of Authority to Sign	Owners
Signer's Mailing Address	24 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-504-5935
Owner's Mailing Address	24 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	Same

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

24 Kingsbury Place
38769100000
\$128,230

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Michael A. and Sarah P. Wolff

By:

[Signature]

Name: Michael A. and Sarah P. Wolff

Date:

1/6/26

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Michael & Sarah Wolff,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

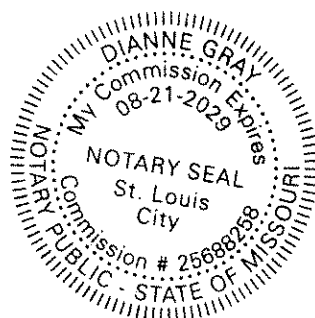
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
5 day of Jan, 2026

Notary Public

[Signature]

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Jeremy and Jane M. Garbutt
Type of Entity	Individuals
Name of Signer(s)	Jeremy and Jane M. Garbutt
Basis of Authority to Sign	Owners
Signer's Mailing Address	26 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 724 8265
Owner's Mailing Address	26 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 724 8265

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

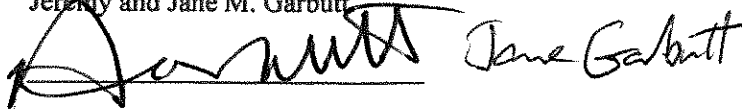
Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

26 Kingsbury Place
38759095000
\$197,480

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Jeremy and Jane M. Garbutt

By:



Name: Jeremy and Jane M. Garbutt

Date:

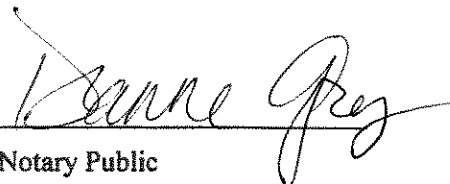
12/19/2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Jeremy and Jane Garbutt
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.


Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Dorothy L. McMurtry
Type of Entity	Individual
Name of Signer(s)	Dorothy L. McMurtry
Basis of Authority to Sign	Owner
Signer's Mailing Address	28 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-249-5096
Owner's Mailing Address	28 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-249-5096

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

28 Kingsbury Place
38759090000
\$121,750

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Dorothy L. McMurtry

By:

Dorothy L. McMurtry

Name:

Dorothy L. McMurtry

Date:

Dec. 19, 2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

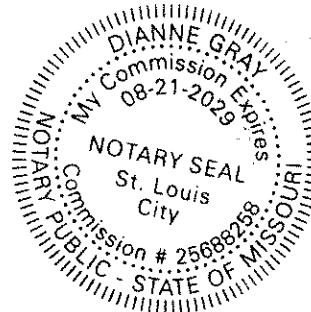
Before me personally appeared Dorothy McMurtry,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Daniel T. Dorsey and Ashlee N. Ogrzewalla
Type of Entity	Individuals
Name of Signer(s)	Daniel T. Dorsey and Ashlee N. Ogrzewalla
Basis of Authority to Sign	Owners
Signer's Mailing Address	29 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-502-0063
Owner's Mailing Address	29 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-502-0063

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

29 Kingsbury Place
55509150000
\$176,490

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Daniel T. Dorsey and Ashlee N. Ogrzewalla

By:

Name: Daniel T. Dorsey and Ashlee N. Ogrzewalla

Date:

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

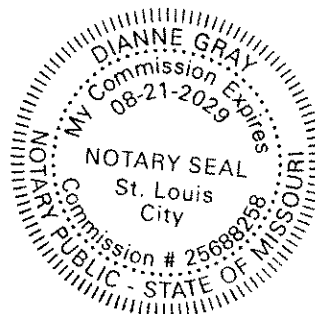
Before me personally appeared Daniel Dorsey and Ashlee Ogrzewalla
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s) <i>Joseph Mataske</i>	Joseph F. Mataske
Type of Entity	Individual
Name of Signer(s)	Joseph F. Mataske
Basis of Authority to Sign	Owner
Signer's Mailing Address	30 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number <i>314-606-0805</i>	
Owner's Mailing Address <i>314</i>	30 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

30 Kingsbury Place
38759085000
\$100,770

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Joseph F. Mataske

By: Joseph F. Mataske

Name: Joseph F. Mataske

Date: 2 Jan 26

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

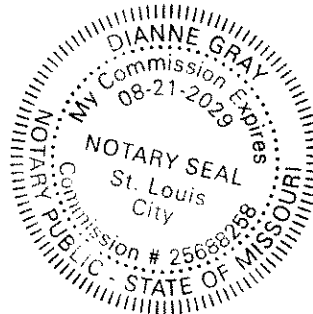
Before me personally appeared Joseph Mataske,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
2 day of Jan, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Daniel L. and Veronica Theodoro (Note: City Assessor information on website has misspelling of last name as "Theodore")
Type of Entity	Individuals
Name of Signer(s)	Daniel L. and Veronica Theodoro
Basis of Authority to Sign	Owners
Signer's Mailing Address	31 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-322-9149
Owner's Mailing Address	31 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-322-9149

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

31 Kingsbury Place
55509160000
\$215,260

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Daniel L. and Veronica Theodoro

By:

[Signature] Veronica Theodoro

Name: Daniel L. and Veronica Theodoro

Date:

12/28/2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Daniel & Veronica Theodoro,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
28 day of Dec, 2025.

[Signature]
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information — PLEASE PRINT

Name of Owner(s):	Stewart E. Rhea and Mary Ann Donnelly <i>Rhea</i>
Type of Entity:	Individuals
Name of Signer(s):	Stewart E. Rhea and Mary Ann Donnelly
Basis of Authority to Sign:	Owners
Signer's Mailing Address:	32 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number:	
Owner's Mailing Address:	32 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number:	<i>925-899-0651</i>

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address:	32 Kingsbury Place
City of St. Louis Assessor's Office Parcel Number:	38759080000
2025 Tax Year Total Assessed Valuation:	\$122,610

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: ^{Stewart} Stewart E. Rhea and Mary Ann ^{Mary Ann} ~~Donnelly~~ ^{Rhea}
By: ^{Stewart} Stewart ^{Mary Ann} Mary Ann Rhea
Name: Stewart E. Rhea and Mary Ann ~~Donnelly~~ ^{Rhea}
Date: 12/28/25

STATE OF MISSOURI)

CITY OF ST. LOUIS) SS

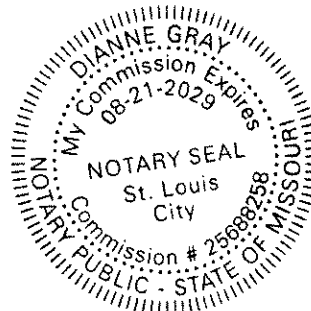
Before me personally appeared Stewart and Mary Ann Rhea, to me personally known to be the individual(s) described in and who executed the foregoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 28 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Zane T. and Lee M. Cagle
Type of Entity	Individuals
Name of Signer(s)	Zane T. and Lee M. Cagle
Basis of Authority to Sign	Owners
Signer's Mailing Address	33 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-276-1681
Owner's Mailing Address	33 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-276-1681

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

33 Kingsbury Place
55509170000
\$133,210

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Zane T. and Lee M. Cagle

By: *[Signature]*

Name: Zane T. and Lee M. Cagle

Date: 12/19/25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

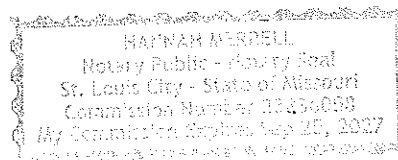
Before me personally appeared Zane Cagle and Lee Cagle,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

[Signature]
Notary Public

My Commission Expires

9-26-27



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Maria Yadira Hurley and John L. Frater
Type of Entity	Individuals
Name of Signer(s)	Maria Yadira Hurley and John L. Frater
Basis of Authority to Sign	Owners
Signer's Mailing Address	34 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 397 4383
Owner's Mailing Address	34 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 397 4383

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

34 Kingsbury Place
38759075000
\$250,240

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Maria Yadira Hurley and John L. Prater^F
By: [Signature]
Name: Maria Yadira Hurley and John L. Prater^F
Date: 12/19/25

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

Before me personally appeared Maria Yadira Hurley & John Prater
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.

[Signature]
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	David B. Ott and Margaret McDonald
Type of Entity	Individuals
Name of Signer(s)	David B. Ott and Margaret McDonald
Basis of Authority to Sign	Owners
Signer's Mailing Address	35 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-323-4123
Owner's Mailing Address	35 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-323-4123

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

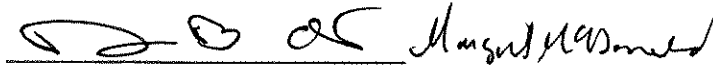
Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

35 Kingsbury Place
55509180000
\$149,170

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: David B. Ott and Margaret McDonald

By:



Name: David B. Ott and Margaret McDonald

Date:

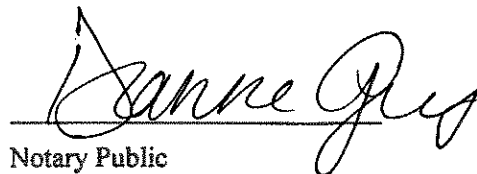
12/29/25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Margaret McDonald & David Ott
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
29 day of Dec, 2025.


Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Peter K. and Elizabeth Engelsmann Trust
Type of Entity	Trust
Name of Signer(s)	Peter K. Engelsmann
Basis of Authority to Sign	Trustee
Signer's Mailing Address	36 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 922-3176
Owner's Mailing Address	36 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	Same

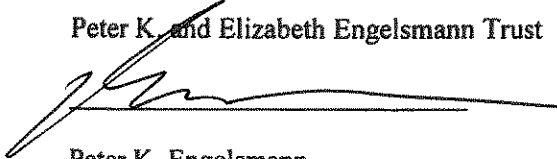
The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

36 Kingsbury Place
38759070000
\$243,300

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Peter K. and Elizabeth Engelsmann Trust

By: 

Name: Peter K. Engelsmann

Date: 12-21-25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

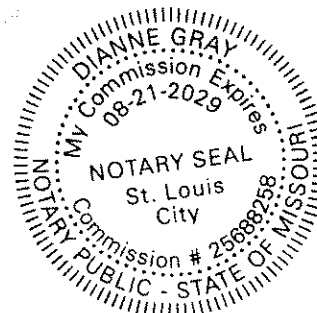
Before me personally appeared Peter Engelsmann,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
21 day of December, 2025.


Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Heather Martin and Colin A. Martin
Type of Entity	Individuals
Name of Signer(s)	Heather Martin and Colin A. Martin
Basis of Authority to Sign	Owners
Signer's Mailing Address	38 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(205) 876-3517
Owner's Mailing Address	38 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	SAME

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

38 Kingsbury Place
38759065000
\$252,490

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Heather Martin and Colin A. Martin

By:

Heather Martin *Colin A. Martin*

Name: Heather Martin and Colin A. Martin

Date:

11/4/2016

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Heather and Colin Martin,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

4th day of January, 2026
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Carolyn Bernstein
Type of Entity	Individual
Name of Signer(s)	Carolyn Bernstein
Basis of Authority to Sign	Owner
Signer's Mailing Address	39 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-304-5532
Owner's Mailing Address	39 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-304-5532

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

39 Kingsbury Place
55509200000
\$200,160

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Carolyn Bernstein

By:

Carolyn Bernstein Pethe

Name:

Carolyn Bernstein

Date:

Carolyn 12/19/25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

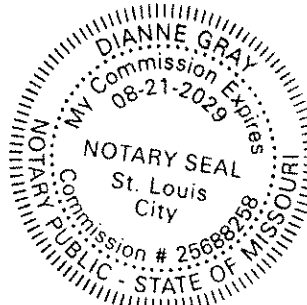
Before me personally appeared Carolyn Bernstein Pethe,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of December, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	James and Marcia Nusz Trust
Type of Entity	Trust
Name of Signer(s)	James A. Nusz and Marcia K. Nusz <i>Marcia K. Nusz</i>
Basis of Authority to Sign	Trustees
Signer's Mailing Address	40 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(314) 367-1184
Owner's Mailing Address	40 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	(314) 367-1184

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

40 Kingsbury Place
38759060000
\$158,060

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: James and Marcia Nusz Trust
By: Marcia Nusz James Nusz
Name: James A. Nusz and Marcia K. Nusz
Date: 12-19-25

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

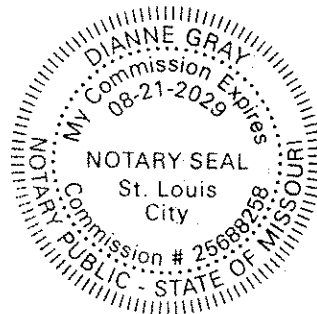
Before me personally appeared James and Marcia Nusz,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Timothy John Gray and Dianne Alison Gray Trust
Type of Entity	Trust
Name of Signer(s)	Timothy John Gray and Dianne Alison Gray
Basis of Authority to Sign	Trustees
Signer's Mailing Address	41 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-795-6300
Owner's Mailing Address	41 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-795-6300

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

41 Kingsbury Place
55509210000
\$199,970

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Timothy John Gray and Dianne Alison Gray Trust

By:

Name: Timothy John Gray and Dianne Alison Gray

Date:

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Timothy John Gray and Dianne Alison Gray
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

Mackenzie Minana

Notary Public

My Commission Expires

11-28-2027



Entity Owner(s) Information — PLEASE PRINT

Name of Owner(s):	Hannah C. McAfoos and Jason P. Wandersee
Type of Entity:	Individuals
Name of Signer(s):	Hannah C. McAfoos and Jason P. Wandersee
Basis of Authority to Sign:	Owners
Signer's Mailing Address:	42 Kingsbury Place, St. Louis MO 63112
Signer's Telephone Number:	618 823 - 2375
Owner's Mailing Address:	42 Kingsbury Place, St. Louis MO 63112
Owner's Telephone Number:	618 823 - 2375

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address:	42 Kingsbury Place
City of St. Louis Assessor's Office Parcel Number:	38759055000
2025 Tax Year Total Assessed Valuation:	\$189,700

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Hannah C. McAfoos and Jason P. Wandersee

By:

Name: Hannah C. McAfoos and Jason P. Wandersee

Date: 12.19.25

STATE OF MISSOURI)

CITY OF ST. LOUIS) SS

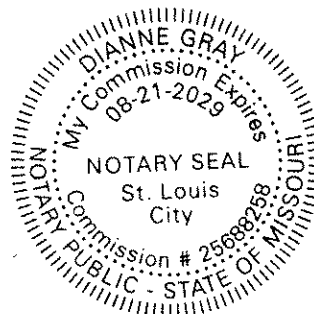
Before me personally appeared Jason Wandersee & Hannah McAfoos, to me personally known to be the individual(s) described in and who executed the foregoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 19 day of Dec, 2025.

[Signature]
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Rodrigo Costa and James Rohrbaugh
Type of Entity	Individuals
Name of Signer(s)	Rodrigo Costa and James Rohrbaugh
Basis of Authority to Sign	Owners
Signer's Mailing Address	43 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 917-520-3563
Owner's Mailing Address	43 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	Same

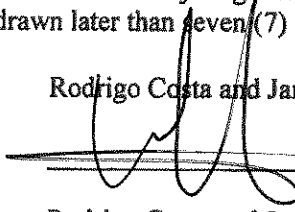
The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

43 Kingsbury Place
55509220000
\$165,570

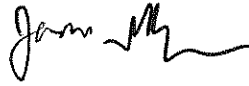
By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Rodrigo Costa and James Rohrbaugh

By: 

Name: Rodrigo Costa and James Rohrbaugh

Date: 12/21/2025



12/21/2025

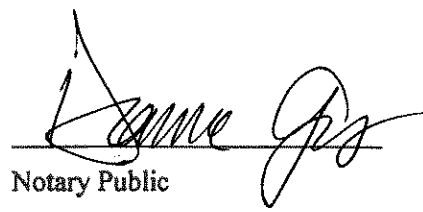
STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

Before me personally appeared Rodrigo Costa and Jimmy Rohrbaugh
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
21 day of Dec, 2025.


Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Mark and Kristin Volmer
Type of Entity	Individuals
Name of Signer(s)	Mark and Kristin Volmer
Basis of Authority to Sign	Owners
Signer's Mailing Address	45 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 630 6706
Owner's Mailing Address	45 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 630 6706

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

45 Kingsbury Place
55509230000
\$159,800

Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Crossface LLC
Type of Entity	Limited Liability Company
Name of Signer(s)	Andrew Yawitz
Basis of Authority to Sign	Authorized Representative
Signer's Mailing Address	46 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	
Owner's Mailing Address	46 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

46 Kingsbury Place
38759045000
\$221,870

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Crossface LLC

By:

[Signature]

Name:

Andrew Yawitz

Date:

12/22/25

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

SS

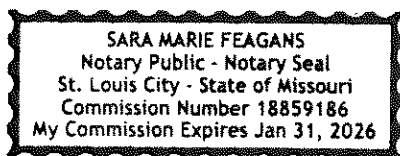
Before me personally appeared Andrew Yawitz,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
22 day of December, 2025.

[Signature]
Notary Public

My Commission Expires

01/31/2026



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Lance Randall Olsen and Craig Michael Walters
Type of Entity	Individuals
Name of Signer(s)	Lance Randall Olsen and Craig Michael Walters
Basis of Authority to Sign	Owners
Signer's Mailing Address	48 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	385-274-8082
Owner's Mailing Address	48 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	801-856-2254

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

48 Kingsbury Place
38759040000
\$149,500

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Lance Randall Olsen and Craig Michael Walters

By:

Lance Randall Olsen and Craig Michael Walters

Name: Lance Randall Olsen and Craig Michael Walters

Date:

12/19/2025

STATE OF MISSOURI)

)

SS

CITY OF ST. LOUIS)

)

Before me personally appeared Lance Randall Olsen and Craig Michael Walters
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

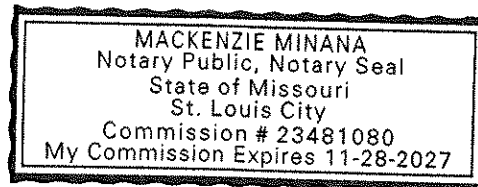
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19th day of December, 2025.

Mackenzie Minana

Notary Public

My Commission Expires

11-28-2027



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Nancy A. and James C. Borow
Type of Entity	Individuals
Name of Signer(s)	Nancy A. and James C. Borow
Basis of Authority to Sign	Owners
Signer's Mailing Address	50 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(314) 602-5567
Owner's Mailing Address	50 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	(314) 602-5567

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

50 Kingsbury Place
38759035000
\$120,980

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Nancy A. and James C. Bobrow

By:

Nancy A. Bobrow James C. Bobrow

Name: Nancy A. and James C. Bobrow

Date:

12/18/2025

STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

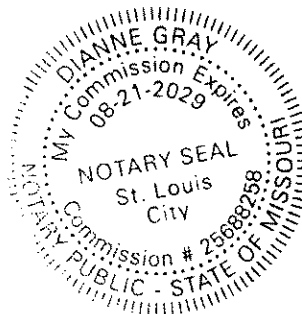
Before me personally appeared Nanci' and James Bobrow,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
18th day of December, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Mary Ann L. Wymore
Type of Entity	Individual
Name of Signer(s)	Mary Ann L. Wymore
Basis of Authority to Sign	Owner
Signer's Mailing Address	51 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(314) 308-1444
Owner's Mailing Address	51 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	(314) 308-1444

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

51 Kingsbury Place
55509250000
\$151,670

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Mary Ann L. Wymore

By:

Mary Ann L. Wymore

Name:

Mary Ann L. Wymore

Date:

07 JAN 2026

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Mary Ann Wymore,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
7 day of Jan, 2026.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Steven J. Stogel and Cheryl M. Allen <i>Steven J. Stogel</i>
Type of Entity	Individuals ✓
Name of Signer(s)	Steven J. Stogel and Cheryl M. Allen
Basis of Authority to Sign	Owners
Signer's Mailing Address	52 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-504-7834 314-503-5759
Owner's Mailing Address	52 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-504-7834 314-503-5759

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

52 Kingsbury Place
38759030000
\$142,310

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Steven J. Stogel and Cheryl M. Allen

By:

Steven J. Stogel

12/17/25 Cheryl M. Allen
12/17/25

Name: Steven J. Stogel and Cheryl M. Allen

Date:

12/17/25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

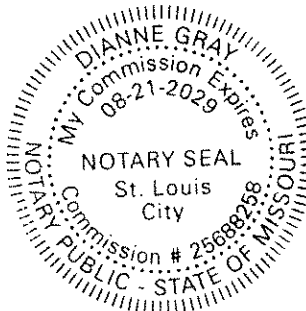
Before me personally appeared Steven Stogel and Cheryl Allen,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
17 day of December, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	August J. and Mary M. Felker Trust
Type of Entity	Trust
Name of Signer(s)	August J. Felker and Mary M. Felker
Basis of Authority to Sign	Trustees
Signer's Mailing Address	53 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	360-606-7452
Owner's Mailing Address	53 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	360-606-7452

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

53 Kingsbury Place
55509260000
\$219,780

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: August J. and Mary M. Felker Trust

By:

August J. Felker

Name: August J. Felker and Mary M. Felker

Date:

1/5/26

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

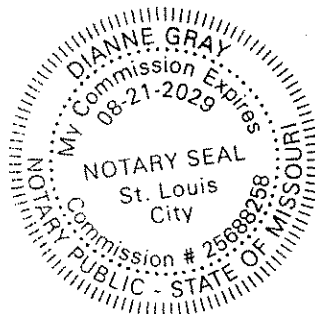
Before me personally appeared August & Mary Felker,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

5 Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
day of Jan, 2026

Dianne Gray
Notary Public

My Commission Expires

8/21/29



39013 LANIA
Via Madonna del Suffragio 1
T +39 0473 404100
F +39 0473 083809
lania@notarstudio.it

39071 BRUNICO
Via Canina 16
T +39 0474 411462
F +39 0474 412013
brunico@notarstudio.it

39012 MERANO
Piazza Fontana 5
T +39 0431 050606
F +39 0473 050807
merano@notarstudio.it

39100 BOLZANO
Corso Libertà 45
T +39 0471 284418 284830
F +39 0471 285442
info@notarstudio.it

39010 LAMIALE
Via Mazzini 1
T +39 0471 285442
F +39 0471 285442
lamiale@notarstudio.it

Entity Owner(s) Information — PLEASE PRINT

Name of Owner(s):	Michele Boldrin
Type of Entity:	Individual
Name of Signer(s):	Michele Boldrin
Basis of Authority to Sign:	Owner
Signer's Mailing Address:	54 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number:	
Owner's Mailing Address:	54 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number:	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address:	54 Kingsbury Place
City of St. Louis Assessor's Office Parcel Number:	38759025000
2025 Tax Year Total Assessed Valuation:	

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Michele Boldrin

By: 

Name: Michele Boldrin

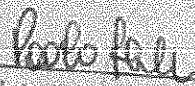
Date: 12/23/2025

STATE OF MISSOURI

CITY OF ST. LOUIS - SS

Before me personally appeared Michele Boldrin, to me personally known to be the individual(s) described in and who executed the foregoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 8 day of January, 2026.


Notary Public

My Commission Expires

08/05/2024

Notario - Notar
Dr. PAOLO STEFANI
39031 Brunico - Bruneck (BZ)
Via Centrale 1/b - Stadtplatz 1
Tel. 0474 400000

REPUBBLICA ITALIANA
AUTENTICA DI FIRMA

Certifico io sottoscritto dott. Paolo Stefani, Notaio in Brunico, iscritto nel Ruolo del Collegio Notarile di Bolzano, che ha apposto la sopraestesa firma in mia presenza il signor

- Boldrin Michele, nato a Padova (PD), Italia, il giorno 20 agosto 1956, residente a 54 Kingsbury Place, St. Louis, MO 63112 (USA), cittadino statunitense ed italiano, codice fiscale italiano BLDMHL56M20G224Q, della cui identità personale io Notaio sono certo

Brunico, Via Centrale n. 1/b, otto gennaio duemilaventisei (8 gennaio 2026)



NOTAIO
PAOLO STEFANI
NOTAR

ITALIAN REPUBLIC
CERTIFICATION OF SIGNATURE

I dott. Paolo Stefani, Notary in Brunico registered in the Ruolo of the Collegio Notarile of Bolzano, certify that in front of me signed the over-extended signature

- Boldrin Michele, born in Padova (PD), Italy, on August 20th 1956, resident in 54 Kingsbury Place, St. Louis, MO 63112, American Citizen, tax registration number BLDMHL56M20G224Q,

whose personal identity I Notary am sure

Brunico, Via Centrale n. 1/b, January eight, two thousand and twenty-six (January, 8th, 2026)

Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Steven and Elizabeth S. Don
Type of Entity	Individuals
Name of Signer(s)	Steven and Elizabeth S. Don
Basis of Authority to Sign	Owners
Signer's Mailing Address	55 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-443-5306 -
Owner's Mailing Address	55 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-443-5306

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

55 Kingsbury Place
55509270000
\$131,600

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Steven and Elizabeth S. Don

By:

Steven and Elizabeth S. Don

Name: Steven and Elizabeth S. Don

Date:

12/19/2025

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

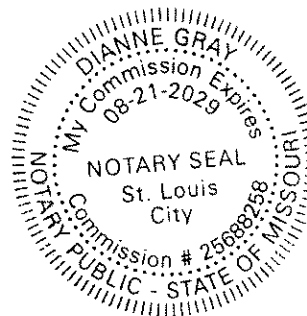
Before me personally appeared Steven and Elizabeth Don,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Scott E. Thomas
Type of Entity	Individual
Name of Signer(s)	Scott E. Thomas
Basis of Authority to Sign	Owner
Signer's Mailing Address	56 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 361-0019
Owner's Mailing Address	56 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 361-0019

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

56 Kingsbury Place
38759020000
\$155,910

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner:

Scott E. Thomas

By:

Name:

Scott E. Thomas

Date:

12/29/2025

STATE OF MISSOURI)

CITY OF ST. LOUIS)

SS

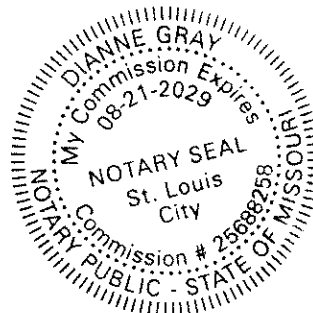
Before me personally appeared Scott Thomas,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
28 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Kimberly A. and Gregory J. Minana
Type of Entity	Individuals
Name of Signer(s)	Kimberly A. and Gregory J. Minana
Basis of Authority to Sign	Owners
Signer's Mailing Address	58 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-239-2398
Owner's Mailing Address	58 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-239-2398

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

58 Kingsbury Place
38759015000
\$144,430

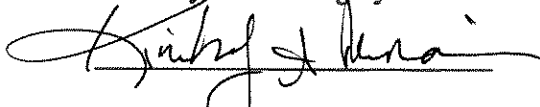
By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Kimberly A. and Gregory J. Minana

By:

Name: Kimberly A. and Gregory J. Minana

Date:



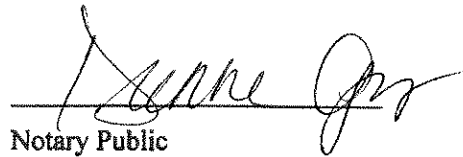
12.19.25

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

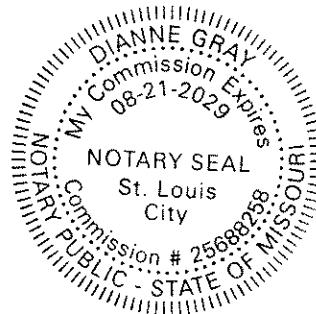
Before me personally appeared Kim and Greg Minana,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
19 day of Dec, 2025.


Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Steven J. and Rhonda K. Niebruegge
Type of Entity	Individuals
Name of Signer(s)	Steven J. and Rhonda K. Niebruegge
Basis of Authority to Sign	Owners
Signer's Mailing Address	59 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-807-8028
Owner's Mailing Address	59 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

59 Kingsbury Place
55509290000
\$209,270

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Steven J. and Rhonda K. Niebruegge

By:

Name: Steven J. and Rhonda K. Niebruegge

Date:

12/28/25

STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

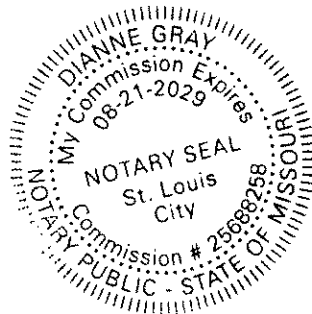
Before me personally appeared Steve and Rhonda Niebruegge
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
28 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/2029



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	H. Meade Summers III
Type of Entity	Individual
Name of Signer(s)	H. Meade Summers III
Basis of Authority to Sign	Owner
Signer's Mailing Address	60 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	(314) 503-0000
Owner's Mailing Address	60 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	(314) 503-0000

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

60 Kingsbury Place
38759010000
\$108,570

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: H. Meade Summers III
By: *H. Meade Summers III*
Name: H. Meade Summers III
Date: 12/28/25

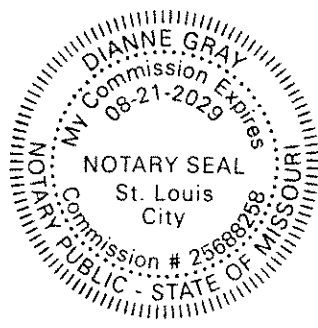
STATE OF MISSOURI)
)
CITY OF ST. LOUIS) SS

Before me personally appeared Meade Summers,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

28 Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires
8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Lenore K. Albee and Charles Daniel III
Type of Entity	Individuals
Name of Signer(s)	Lenore K. Albee and Charles Daniel III
Basis of Authority to Sign	Owners
Signer's Mailing Address	61 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314 609 8493
Owner's Mailing Address	61 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314 609 8493

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

61 Kingsbury Place
55509300000
\$194,280

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Lenore K. Albee and Charles Daniel III

By:

Lenore K. Albee Charles Daniel III

Name: Lenore K. Albee and Charles Daniel III

Date:

12/28/25 12/28/2025

STATE OF MISSOURI)

SS

CITY OF ST. LOUIS)

Before me personally appeared Charlie Daniel & Lenore Albee,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
28 day of Dec, 2025.

Dianne Gray
Notary Public

My Commission Expires

8/21/29



Entity Owner(s) Information — PLEASE PRINT

Name of Owner(s):	Amy Jo Scherer and Daniel L. O'Brien
Type of Entity:	Individuals
Name of Signer(s):	Amy Jo Scherer and Daniel L. O'Brien
Basis of Authority to Sign:	Owners
Signer's Mailing Address:	62 Kingsbury Place, St. Louis MO 63112
Signer's Telephone Number:	314-496-5259 314-973-3045
Owner's Mailing Address:	62 Kingsbury Place, St. Louis MO 63112
Owner's Telephone Number:	

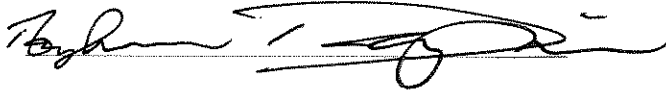
The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address:	62 Kingsbury Place
City of St. Louis Assessor's Office Parcel Number:	38759005000
2025 Tax Year Total Assessed Valuation:	\$67,500

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Amy Jo Scherer and Daniel L. O'Brien

By:



Name: Amy Jo Scherer and Daniel L. O'Brien

Date:

1/3/2026

STATE OF MISSOURI)

CITY OF ST. LOUIS) SS

Before me personally appeared Amy Scherer & Dan O'Brien, to me personally known to be the individual(s) described in and who executed the foregoing instrument.

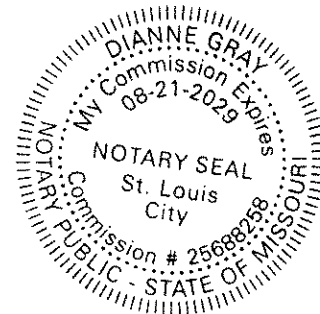
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 3 day of Jan, 2026.

Notary Public



My Commission Expires

8/21/29



Entity Owner(s) Information—PLEASE PRINT

Name of Owner(s)	Jesse and Carol Lehnhoff-Bell
Type of Entity	Individuals
Name of Signer(s)	Jesse and ^{Carroll} Carol Lehnhoff-Bell ^{CUB}
Basis of Authority to Sign	Owners
Signer's Mailing Address	63 Kingsbury Place St. Louis, MO 63112
Signer's Telephone Number	314-277-5140
Owner's Mailing Address	63 Kingsbury Place St. Louis, MO 63112
Owner's Telephone Number	314-277-5140

The table below shows each: (1) street address, (2) City of St. Louis Assessor's Office parcel number; and (3) 2025 tax year total assessed valuation of the parcel within the District that I/we are authorized to vote for the formation of the District and for the authorization to impose the District Special Assessment:

Street Address	
City of St. Louis Assessor's Office Parcel Number	
2025 Tax Year Total Assessed Valuation	

63 Kingsbury Place
55509310000
\$199,390

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named above. The undersigned also represents and warrants that he/she has received a copy of the Petition and the exhibits thereto, has read the Petition and the exhibits, and authorizes this property owner's signature pages to be attached to the original Petition to be filed in the Office of the City Register. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven (7) days after this Petition is filed with the Office of the City Register.

Owner: Jesse and ^{Carroll}~~Carol~~ Lehnhoff-Bell ^{CB}

By: [Signature]

Name: Jesse and Carol Lehnhoff-Bell

Date: 1/7/26

STATE OF MISSOURI)
CITY OF ST. LOUIS)

SS

Before me personally appeared Jesse & Carroll Lehnhoff-Bell,
to me personally known to be the individual(s) described in and who executed the forgoing instrument.

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this
7 day of Jan, 2026

[Signature]
Notary Public

My Commission Expires

8/21/2029

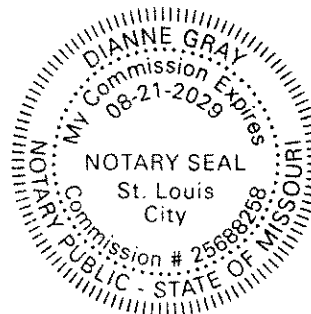


Exhibit A

Boundary Description

Boundary Description of District

BEGINNING at a point at the southwest corner of a parcel of real property in the City of St. Louis, Missouri which parcel of real property bears the identification number 3875-9-005.000 continuing then northeast along a straight line to the northwest corner of the parcel of real property bearing parcel identification number 5550-9-310.000 continuing then east following the property line to the northeast corner of the parcel of real property bearing identification number 5619-9-120.000 continuing then southwest to the southeast corner of the parcel of real property bearing identification number 3876-9-110.000 continuing then west along the property line to the point of beginning.

Exhibit B

Map of Boundary of the District



 Kingsbury Place Community Improvement District

Exhibit C

Five Year Plan of District

FIVE YEAR MANAGEMENT PLAN

**Prepared Pursuant to Sections 67.1401-67.1571 of the Revised
Statutes of Missouri, as Amended, to Create and Establish
the Kingsbury Place HOA's Capital Improvement Tornado
Recovery Community Improvement District**

Section 1 – What is a Community Improvement District?

Sections 67.1401 – 67.1571, RSMo (the “Act”) authorizes the creation of a Community Improvement District (“CID” or “District”) to fund, promote, plan, design, construct, improve, maintain and operate a variety of improvements and services within such District. The process for forming a CID is started by the submission of a Petition signed by the requisite percentage of property owners within the proposed District to the City of St. Louis, Missouri’s (the “City”) Board of Aldermen. Once formed, a CID may fund a broad range of projects and services within the District’s boundaries. To fund the projects and services, a CID may levy special assessments on real property parcels within the CID. The CID may also borrow money from any source, including incurring debt by issuing bonds or notes, to raise funds necessary to undertake the desired projects and services. The CID Act mandates that CID-funded programs and services shall be in addition to any existing City services and that such City services must continue to be provided within the CID at the same level as before it was created.

Section 2 – Why is the Kingsbury Place HOA’s Capital Improvement Tornado Recovery Community Improvement District Being Formed?

In May of 2025, a devastating EF-3 tornado touched down and caused extensive damage to certain areas of the City of St. Louis, Missouri, including the geographic area within the boundaries of the proposed CID. In Kingsbury Place, this tornado destroyed the community median spaces, including over 170 trees that were over 100 years old, ripped up the sidewalks and streets and damaged the gas lighting system. This tornado damage is the “but for” cause that necessitates the formation of the proposed CID as the property owners and residents in Kingsbury Place have recognized that a properly formed and well-operated community improvement district property can play an important role in financing the repair and rebuilding of the neighborhood in accordance with, and respect to, the City and Federal designations of Kingsbury Place as a historic District.¹ As such, this Petition is being filed with the City and Board of Aldermen. This Petition has been reviewed by the City Counselor’s Office and the City Assessor’s Office to validate the Petition is proper under the CID Act and verify that the property owner signatures on the Petition represent the following: 1) “more than 50%” majority of all District real property owners; and 2) “more than 50%” majority of the real property assessed valuation in the boundaries of the proposed CID.

Section 3 – Boundaries

The District will have boundaries along the north and south of Kingsbury Place bounded by Clara Avenue on the west and Union Avenue on the South (the “Project Area”). Within the Project Area there are sixty-one (61) single family homes and common areas.

¹ It should also be noted that the existing homeowners associations in Kingsbury Place, Kingsbury Terrace Association and Kingsbury Place Association, have already spent in excess of \$250,000 on tornado clean-up, including removing downed trees, tree stumps and debris from the streets and throughout the community common spaces. In addition, the City has provided generous support for these initial clean-up efforts including paying for removal and transport of the downed trees to City disposal facilities.

Section 4 – Life of the District

The proposed maximum length of time for the existence of the District is the earlier of: (i) reimbursement of all outstanding District debt obligations or (ii) twenty seven (27) years from the date of the ordinance approving the Petition. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

In the event of termination of the District, all assets of the District shall be utilized to benefit the real property in the District through the continued provision of District programs, services and infrastructure improvements.

Section 5 – Governance

The Board of Directors of the District (the “Board”) shall consist of between five (5) and seven (7) individual directors (the “Directors” and each a “Director), and the initial Board will consist of seven (7) Directors. Consistent with the CID Act, these directors will serve staggered terms. As part of the formation process, the District has committed to ensuring that representation on the Board is balanced and fair in regards to the property owners and residents within the District. The initial Directors and any future successor Directors shall have the qualifications as provided in the CID Act and shall be appointed as provided in the CID Act and the ordinance approving the Petition.

The District will hold Board meetings that satisfy or exceed the number required by the CID Act. In addition, the District anticipates holding “town hall” style meetings of property owners, residents and other interested parties as necessary.

Section 67.1461.1(5) empowers the District to employ or contract for administration, managerial, legal, technical or other assistance as deemed advisable. Pursuant the CID Act, the Board will likely enter into a contract with an administrator and/or legal counsel to assist with the day-to-day management of the District. The primary responsibilities of such administrator and legal counsel will be as follows:

- Communicating with all property owners, residents and other stakeholders in the District regarding District plans, accomplishments and future initiatives;
- Managing the implementation and delivery of the District’s projects, including infrastructure improvements and services, by acting as a liaison between the District, the City, vendors, suppliers and other parties involved in such programs and services;
- Organizing and preparing for the annual and any special meetings of the District’s Board of Directors and the “town hall” style meetings with the property owners, residents and other stakeholders in the District;
- Submitting the District’s budgets, as approved by the Board, budgets and financial statements and annual reports to the City for review and comment in accordance with the CID Act;

- Ensuring the District is complying with all state and local regulatory requirements placed on Community Improvement Districts under the CID Act and other applicable state statutes and local ordinance (i.e., filing all necessary budgets, financial statements and annual reports with the State Auditor and the Missouri Department of Economic Development).

Section 6 – District Funding

Pursuant to Section 67.1521 of the Act, the District shall have the power to levy a special assessment (the “District Special Assessment”) against the real property parcels benefited within the District pursuant to Section 67.1521, RSMo, of the Act for the purpose of providing revenue for the costs incurred by the District.

For purposes of the District Special Assessment, the following methodology will be used to compute the District Special Assessment to be imposed on each real property parcel in the District:

The District is authorized to levy special assessments against real property within its boundaries in an amount sufficient to pay the costs of the Project not to exceed \$6,000,000 and all costs of issuance, administrative expenses, reserves, and the full amount of principal and interest on any bonds or other obligations issued to finance the Project, together with any required coverage amounts. The methodology to be used to calculate the District Special Assessment to be levied against each Parcel within the District shall be as follows:

[i] For eligible Project costs related to replacement of water main, sewer line and lateral improvements in the District (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro rata on a per-parcel basis, with each Assessed Parcel bearing the parcel’s Linear Frontage divided by the total Linear Frontage; and

[ii] For eligible Project costs related to the repair, replacement and construction of the Kingsbury Place street, curb and sidewalk improvements in the District (and a pro rata share of District administrative and operating expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro rata based on each Assessed Parcel’s Assessed Value as of January 1, 2025 to the total Assessed of all 61 homes on that date; and

[iii] For eligible Project costs related to repair, replacement and construction of improvements in the District necessary due to damage caused by the tornado that impacted the District in May of 2025, which are not within the improvements described within items (i) or (ii) above, including the repayment of monies advanced to the District by the Kingsbury Terrace Association and the Kingsbury Place Association (and a pro rata share of District administrative and operating

expenses), One third (1/3) of the total District Special Assessment levied in any tax year shall be apportioned pro-rata using each home as a numerator and 61 homes as a denominator.

Parcels 22H (Belt Ave) and 21H (Washington Terrace Walkway) do not benefit, are not part of the calculation and will not be levied.

The foregoing methodology as to the One third (1/3rd) baseline may be adjusted as necessary to accurately match the District's financing obligations, including but not limited to bond or loan requirements, coverage ratios, or reserve funding needs, consistent with section 67.1521.4, RSMo.

In addition to generating revenue through the imposition of a special assessment, the District is authorized to enter into contracts with public and private entities to accept grants and donations of funds, property, labor, services or other things of value from such public and private sources pursuant to Section 67.1461.1(3) and Section 67.1461.1(4) of the CID Act.

Section 7 – Summary of District Projects

The District will have all the authority and powers granted by the CID Act and as otherwise provided by law unless limited in this Petition. Pursuant to section 67.1461 of the CID Act, the District Projects will be focused on improvements and services as illustrated, but not limited by, the following:

The provision of certain infrastructure improvements, site improvements and services in the community improvement district, including, but not limited to, landscaping, hardscaping and beautification projects, street and sidewalk improvements, drainage, utilities, water, storm and sewer systems, maintenance services, security services, and other services by means of the exercise of those powers granted to a Missouri community improvement district as set forth in the CID Act (the "District Projects"). The improvements and services listed above may be provided in phases to restore and repair the common area community spaces owned by the Kingsbury Place Association and Kingsbury Terrace Association for the benefit of the Associations and the sixty-two (62) real estate parcels appurtenant to, and owned, by sixty-one separate owners. The District Projects will likely include, but not be limited to, re-grading the median, rebuilding the sprinkler system, re-planting trees, restoring landscaping, streets, repairing and repaving sidewalks, repairing the gas lighting, repairing and re-paving streets, replacing curbing, providing securing enhancements, and repairing utility infrastructure, such as water, gas and storm sewer lines.

Attached is an Addendum to this Five Year Plan that was prepared by representatives of the owners that illustrates the vision of the District Projects and the anticipated budget for the work association with the District Projects.

As of the date of filing of this Plan, the District anticipates that it will finance its District Projects by issuing bonds and/or promissory notes and by securing a bank loan from a financial institution (collectively, the "Debt Obligations"). Such Debt Obligations will be secured by the revenue stream to be generated by the District Special Assessment levied against the real property within the District. Any Debt Obligations of the District will be secured only by the District Special Assessment, and the Debt Obligations and any interest thereon will not constitute an indebtedness of the City of St. Louis, Missouri, the State of Missouri or any other political subdivision thereof, or any official, officer, employee thereof, and will not constitute indebtedness or loan or credit thereof within the meaning of any Missouri constitutional or statutory debt limitation or restriction.

Section 8 – Estimated Costs of District Projects

The estimated costs of that the District Projects described above are detailed in the Addendum to this Five Year Plan that was prepared by representatives of the owners referenced in Section 7 above. In addition to the costs associated with District Projects, all costs associated with the formation of the District, and the initial implementation of the District ("Formation Costs") and costs of operating and administering the District ("Operating/Administrative Costs") may be reimbursed to any third-party that advanced funds to pay such costs or paid directly from funds generated by the District. In addition, the District Projects may be reduced in scope based on changes in District priorities and/or funding.

Section 9 – Continuation of City Services

All programs and services to be provided by the District are above and beyond those currently provided by the City of St. Louis. Section 67.1461.5 provides as follows:

The governing body of the municipality establishing the district shall not decrease the level of publicly funded services in the district existing prior to the creation of the district or transfer the financial burden of providing the services to the district unless the services at the same time are decreased throughout the municipality, nor shall the governing body discriminate in the provision of publicly funded services between areas included in such district and areas not so included.

Section 10 – Annual Benchmarks for the Five Year Plan

2026

- Approval of ordinance establishing district.
- Imposition of the District Special Assessment.
- Approval of District Project Agreement and other contracts for the construction of the Improvements.
- Commence construction of the Improvements.
- Approval of and issuance of District obligations to finance the Improvements.
- Administer the District Special Assessment to pay debt service on District obligations.

2027

- Complete construction of the Improvements.
- Collect and administer the District Special Assessment to pay debt service on District obligations.
- Provide ongoing maintenance and operation of the District.

2028

- Collect and administer the District Special Assessment to pay debt service on District obligations.
- Provide ongoing maintenance and operation of the District.

2029

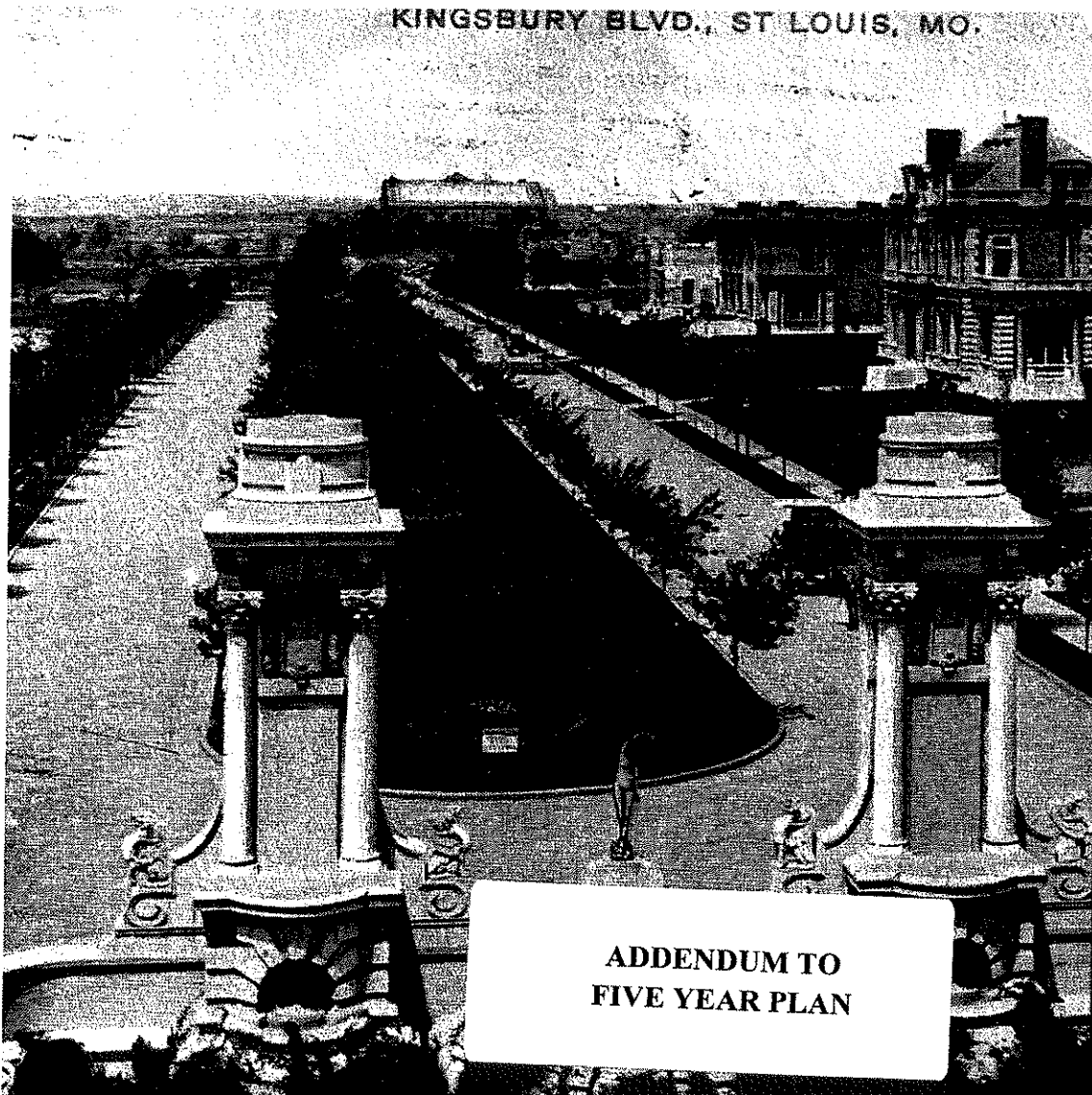
- Collect and administer District Special Assessment to pay debt service on District obligations.
- Provide ongoing maintenance and operation of the District.

2030

- Collect and administer District Special Assessment to pay debt service on District obligations.
- Provide ongoing maintenance and operation of the District.

EXHIBIT C

Kingsbury Place's HOA's Capital Improvement Tornado Recovery Community Improvement District Corporation Five-Year Plan



CONTENTS

The Purpose

The Project

Preliminary Schedule

Budget

A Turning Point for Kingsbury Place: Restoring Value, Beauty, and Community

THE PURPOSE:

On May 16th, our community suffered a devastating loss. Our home values reduced in mere minutes, and we all lost our beloved median and its magnificent, mature trees—irreplaceable in most of our lifetimes. While we cannot undo what was lost, we can take meaningful action to rebuild—financially and emotionally. Together, we have the power to restore the value and vitality of Kingsbury Place. By investing just a fraction of what we lost we can come back stronger. Let's honor what was and commit to what can be. **Let's rebuild Kingsbury Place—together.** The founders of Kingsbury Place and the original builders of our homes invested in craftsmanship, materials, and care that are rarely seen in modern construction. As homeowners, we are entrusted with the responsibility of maintaining our private street—including its infrastructure—and it is our duty to preserve its value and enhance its beauty. The HOAs charge us with making proper repairs, reconstructions, and replacements to ensure Kingsbury Place remains in good order and condition. While the street has held up remarkably well over the years, we are now at the end of its design life that was cut short and severely impacted by the tornado. This presents a rare opportunity to honor the vision of the original founders by reinvesting in Kingsbury Place—so it continues to stand as one of the most beautiful streets in the City of St. Louis. We have an opportunity as a community to make a bold and transformative investment in the future of Kingsbury Place. While the scope is significant, the impact will be even greater—restoring the beauty, integrity, and value of our historic street while honoring the vision of its founders. By rebuilding our infrastructure, replanting our landscape, and reinvigorating our shared spaces, we are not only preserving what makes Kingsbury Place special—we are ensuring its legacy endures for generations to come.



THE PROJECT

Streetscape Improvements



As the founders of Kingsbury Place foresaw, there would come a time when the road, curbs, and gutters would need to be rebuilt—and because of the devastating May 16th tornado, **that time is now**. While we've managed repairs, overlays, and patches over the years, we've reached a point where proper drainage, a smooth driving surface free from potholes and birdbaths, and long-term structural integrity require addressing the underlying substrate and constructing a new road. In addition to the road itself, the curbs and gutters must be replaced to ensure proper drainage and long-term viability of the entire streetscape. The sidewalks also require repair and replacement to provide a safe, uniform walking experience for residents. This is a significant undertaking, but one that will greatly enhance our quality of life and protect the value of our homes. **The original design intent and materials will be honored to preserve the historic integrity of our beautiful street.**

Trees



One of the most exciting aspects of our restoration project is the opportunity to thoughtfully select and plant new trees. We began by surveying residents, who overwhelmingly expressed a desire to restore the character and canopy of the median—especially the shade trees that once created the classic, park-like setting we all cherished (minus the gumballs). Bringing our shared vision to life will be led by award winning landscape architects, whose expertise ensures that every decision—from species selection to placement—is guided by best practices and long-term sustainability. This approach reflects the vision of Kingsbury Place's original founders, who engaged the finest professionals of their time to create a neighborhood of enduring beauty. By following their example, we ensure the restoration is done with care, quality, and lasting impact. Because the median is the heart of our community, all residents will have the opportunity to review and comment on the planting plan. This will be a collaborative process, shaped by expert guidance and community feedback. Trees offer a strong return on investment—and more importantly, they help preserve the legacy, charm, and pride of Kingsbury Place.

Landscaping



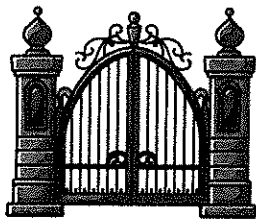
A highlight of this project will be the reimagined landscaping at key points throughout Kingsbury Place—including the area behind the fountain, the flagpole, the Belt Avenue intersection, and the Pump House. A Landscape Committee, open to all residents, will help shape the vision for these spaces, along with continued surveys throughout the process. An allowance has been set aside specifically for this work, ensuring we can create something truly special—landscapes that reflect the beauty, pride, and spirit of our community.

THE PROJECT



Gas Lamps

We lost most of our beautiful historic gas lamps on May 16th. These cherished fixtures will be restored, repaired, or replaced, and additional lamps will be added to ensure uniform spacing and a consistent lighting experience throughout the street. Soon, we will once again enjoy the warm, welcoming glow on our evening walks and drives home—bringing back a sense of charm and continuity to Kingsbury Place. The restoration will still allow the exploration of electrifying if the community decides.



Monument and Gate Tuckpointing

Thankfully, our iconic monument withstood the storm remarkably well. However, significant tuckpointing, cleaning, and repairs are needed to ensure it continues to stand strong for the next 100 years. This restoration effort will include, tuckpointing the monument to reinforce its structural integrity, cleaning and sealing the stonework to protect against future weather damage and repairs to the Clara Gate House and Belt Entrance, preserving their historic character and ensuring long-term durability. These elements are not just architectural features—they are symbols of Kingsbury Place's legacy. Restoring them with care and craftsmanship honors our past and strengthens our future.



Utilities

If we are going to invest in rebuilding and replanting our street, it is imperative that we address any subsurface conditions that could compromise or damage that investment. As many of us have experienced with our own home projects, internal or underground infrastructure work may not be the most exciting or visually impactful but it is absolutely critical. We will replace aging water lines that are decades beyond their life span and address aging sewer mains. We will inspect and collaborate with the various homeowners and utility companies to address existing below-grade issues to help ensure that the integrity of our street and landscaping is protected for generations to come.



Professional Services

The founders of Kingsbury Place engaged the finest talent of their time to create a neighborhood of enduring beauty, and we must honor that legacy with the same high standards. This project will rely on licensed professionals to provide stamped drawings, detailed specifications, and oversight to ensure quality, code compliance, and integrity. Their involvement ensures the project meets the highest standards, complies with all applicable codes, and is constructed with integrity. Legal counsel will ensure all agreements, contracts, and governance documents are properly structured and compliant with Missouri law. A title company will also be engaged to manage the disbursement of funds during construction and collect lien waivers.

PRELIMINARY SCHEDULE - DELIVERABLES



Fall 2025:

Community Improvement
District Formation



Winter & Spring 2026:

Median Planting Plan
First Tree Planting



Winter & Spring 2026:

Streetscape Construction
Documents



Spring 2026:

Second Median Tree Planting
Final Construction Budget
Tree Lawn Plan



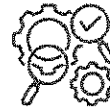
Fall & Winter 2026:

Tree Lawn Planting
Construction loan converts



May 16, 2027:

Project Completion Party



Fall & Winter 2025:

Due Diligence
Construction loan secured
Tax File Deliverable



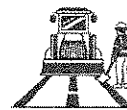
Winter & Spring 2026:

Gas Lamp Repair
Construction Estimate



Spring 2026:

Construction Bidding
Plant Two Landscape Areas
Assessment Letter Issued



Summer & Fall 2026:

Four Phases of
Streetscape Construction



Spring 2027:

Additional Landscape Beds



NOT TO EXCEED BUDGETARY PRICING

This budget reflects gathering multiple proposals for each scope and fast-tracking early due diligence wherever possible. This budget represents a not-to-exceed amount.

ITEM	DESCRIPTION	BUDGET
PROFESSIONAL SERVICES	Not-to-exceed budget for critical legal, engineering, and landscape architect professional services to make sure the project is completed to code and meets all applicable requirements.	\$250,000
STREETSCAPE IMPROVEMENTS		
STREET REBUILD	Rebuild subgrade and road with like finish (meramac pea gravel) per final engineering drawings and specifications including traffic calming, curbs and gutters. Proper drainage & solid drive surface.	\$2,000,000
SIDEWALKS & APPROACHES	Remove and replace any broken or out of spec sidewalks and approaches to meet standard dimensions and specifications meramac aggregate finish.	\$500,000
UTILITIES	CCTV, coordination with MSD, and individual homeowners to ensure the sewer infrastructure is in good shape before streetscape construction. Sewer lining. New water main, hydrants, connections to laterals to update critical 120-year-old ductile pipe 50-75 years past life expectancy.	\$1,400,000
LANDSCAPING & RESTORATION		
TREES - MEDIAN & TREE LAWN	Plant trees in accordance with Landscape Architects Planting Plan. See Tree Exhibit attached for more detail - NTE Budget.	\$525,000
LANDSCAPING	Allowance for landscaping at the monument, flag pole, belt and pump house and uplighting in the median.	\$100,000
GAS LAMPS	Repair lamps and add additional for uniform spacing.	\$150,000
MONUMENT AND PUMP HOUSE RESTORATION	Inspect, clean, tuck point and repair structures and roofs as required.	\$75,000
CONTINGENCY, FINANCING COSTS, & MISC.	Required contingency to cover any unforeseen conditions or unexpected events, bank required financing reserves. The CID law requires carrying 5 years of costs and the HOAs will be repaid part of clean-up costs spent.	\$1,000,000
NTE PETITION VALUE		\$6,000,000

Exhibit D

**Owner Name, Common Street Address, City
Assessor's Office Parcel Number and 2025
Total Assessed Value of each Parcel in the
District**

Parcel ID	Collector of Revenue Account	Owner Name	SITEADDR	FRONTAGE (Feet)	2025 Assessed Total Value
38759010000	38751800400	SUMMERS, H MEADE III	60 KINGSBURY PL	60	\$ 108,570
38759015000	38751800500	MINANA, KIMBERLY A & GREGORY J	58 KINGSBURY PL	60	\$ 144,430
38759050000	38751800300	SCHERER, AMY JO & DANIEL L	62 KINGSBURY PL	120	\$ 67,550
38759020000	38751800600	THOMAS, SCOTT E	56 KINGSBURY PL	60	\$ 155,910
38759025000	38751800700	BOLDWIN, MICHELE & EMANUELA CORBETTA	54 KINGSBURY PL	60	\$ 210,310
55509130000	55500001300	NWAMU, FIDEL D & CHONDA J	23 KINGSBURY PL	97	\$ 247,860
56199120000	56190001200	BUFFORD, JAMES H & SUSAN E	1 KINGSBURY PL	110	\$ 136,800
56199130000	56190001300	GREGORY, THOMAS J & JOAN MARIARTY	3 KINGSBURY PL	100	\$ 165,830
56199140000	56190001400	MONROE, THOMAS E & SUSAN R	5 KINGSBURY PL	100	\$ 165,870
56199150000	56190001500	HARRINGTON, J MARK & JANE CHU	7 KINGSBURY PL	100	\$ 143,000
38769010000	38760000100	CITY OF ST L	22 H KINGSBURY PL	30	\$ 5,640
38759030000	38751800800	STOGEL, STEVEN J & CHERYL M ALLEN	52 KINGSBURY PL	60	\$ 142,310
56199160000	56190001600	WILLIAMS, CHRISTOPHER	9 KINGSBURY PL	100	\$ 246,990
55509140000	55500001400	ARNOLD, ANDREW M TRS	25 KINGSBURY PL	138	\$ 231,720
38769015000	38760000150	GREGORY, PETER	22 KINGSBURY PL	100	\$ 284,290
56199170000	56190001700	SELMER, TRAVIS K & LINDSAY	11 KINGSBURY PL	100	\$ 262,500
56199190000	56190001900	HAMBERG, RONALD P TRS	15 KINGSBURY PL	100	\$ 147,610
56199200000	56190002000	EARLY, CAROLINE P TRS	17 KINGSBURY PL	100	\$ 172,540
55509160000	55500001600	THEODORE, DANIEL L & VERONICA	31 KINGSBURY PL	60	\$ 215,260
55509180000	55500001800	OTT, DAVID B & MARGARET McDONALD	35 KINGSBURY PL	60	\$ 149,170
56199220000	56190002200	GALLANT, EUGENE G JR & CHRISTINE K	21 KINGSBURY PL	100	\$ 179,440
56199180000	56190001800	BULLOCK, JAMES R & DAN S HOADLEY	13 KINGSBURY PL	100	\$ 194,110
55509200000	55500002000	BERNSTEIN, CAROLYN	39 KINGSBURY PL	60	\$ 200,160
56199210000	56190002100	STUTSMAN, ALBERT JR & DEBORAH P TRS	19 KINGSBURY PL	100	\$ 135,200
55509210000	55500002100	GRAY, TIMOTHY JOHN & DIANNE ALISON TRS	47 KINGSBURY PL	60	\$ 199,970
55509150000	55500001500	DORSEY, DANIEL T & ASHLEE N OGRZEWA	29 KINGSBURY PL	60	\$ 176,480
55509170000	55500001700	CAGLE, ZANE T & LEE M CAGLE	33 KINGSBURY PL	60	\$ 133,210
55509190000	55500001900	LOTT, TAMMY CHERRE	37 KINGSBURY PL	60	\$ 113,790
38769070000	38760000700	RUSSO, MICHAEL E	10 KINGSBURY PL	100	\$ 194,180
38769040000	38760000400	ULRICH, DAVID &	16 KINGSBURY PL	100	\$ 170,600
38769050000	38760000500	HUDDLESTON, CHARLES B & MARYE J GLEVA	14 KINGSBURY PL	100	\$ 249,630
38769060000	38760000600	MCEVOY, KYLE TRS	12 KINGSBURY PL	100	\$ 236,300
38769020000	38760000200	NEUMANN, HAROLD & MAREN L KJORD	20 KINGSBURY PL	100	\$ 170,920
38769030000	38760000300	BARTON HAMILTON TRS	18 KINGSBURY PL	100	\$ 173,890
38759035000	38751800300	BOBROW, NANCY A & JAMES C	50 KINGSBURY PL	60	\$ 120,880
38759040000	38751801000	OLSEN, LANCE RANDALL & CRAIG MICHAEL	48 KINGSBURY PL	60	\$ 149,500
38759045000	38751801100	CROSSFACE LLC	46 KINGSBURY PL	60	\$ 221,870
38769080000	38760000800	DONIUS, WILLIAM A	8 KINGSBURY PL	100	\$ 248,020
55509220000	55500002200	COSTA, RODRIGO & JAMES ROHRBAUGH	43 KINGSBURY PL	60	\$ 165,570
56199225000	56190002250	KINGSBURY TERR TRS	21 H KINGSBURY PL	8	\$ 1,500
55509270000	55500002700	DON, STEVEN & ELIZABETH S	65 KINGSBURY PL	60	\$ 131,600
55509240000	55500002400	TOUMAYAN, GREGORY	49 KINGSBURY PL	70	\$ 104,390
55509280000	55500002800	ANDERSON, MARY & JOHN & DALE TRS	57 KINGSBURY PL	60	\$ 106,760
55509230000	55500002300	VOLMER, MARK & KRISTIN	45 KINGSBURY PL	70	\$ 159,800
55509250000	55500002500	WYMORE, MARY ANN L	51 KINGSBURY PL	100	\$ 151,670
55509260000	55500002600	FELKER, AUGUST J & MARY M TRS	53 KINGSBURY PL	60	\$ 219,780
38759070000	38751801600	ENGELSMANN, PETER K & ELIZABETH TRS	36 KINGSBURY PL	60	\$ 243,300
38759075000	38751801700	HURLEY, MARIA YADIRA & JOHN L PRATER	34 KINGSBURY PL	60	\$ 250,240
38769110000	38760001100	VRECEK, JESSE D	2 KINGSBURY PL	110	\$ 175,490
38759055000	38751801300	MCAFOOS, HANNAH C & JASON P	42 KINGSBURY PL	65	\$ 189,700
38769090000	38760000900	RUWITCH, THOMAS F & MELISSA E	6 KINGSBURY PL	100	\$ 166,860
38759065000	38751801500	MARTIN, HEATHER & COLIN A MARTIN	38 KINGSBURY PL	70	\$ 252,490
38769100000	38760001000	SEWARD, JERMAI II &	4 KINGSBURY PL	100	\$ 183,300
38759050000	38751801200	KAPLAN, ADELE L	44 KINGSBURY PL	60	\$ 167,590
38759060000	38751801400	NUSZ, JAMES & MARCIA TRS	40 KINGSBURY PL	65	\$ 158,060
38759080000	38751801800	MAGUIRE, CHRISTINA	32 KINGSBURY PL	60	\$ 122,610
55509290000	55500002900	NIEBRUEGGE, STEVEN J & RHONDA K	59 KINGSBURY PL	60	\$ 209,270
55509310000	55500003100	LEHNHOFF-BELL, JESSE &	63 KINGSBURY PL	60	\$ 199,390
55509300000	55500003000	ALBEE, LENORE K & CHARLES DANIEL III	51 KINGSBURY PL	67	\$ 194,280
38759090000	38751802000	MCMURTRY, DOROTHY L	28 KINGSBURY PL	60	\$ 121,750
38759095000	38751802100	GARBUTT, JEREMY & JANE M	26 KINGSBURY PL	65	\$ 197,470
38759085000	38751801900	MATASKE, JOSEPH F	30 KINGSBURY PL	60	\$ 100,770
38759100000	38751802200	WOLFF, MICHAEL A & SARAH P	24 KINGSBURY PL	65	\$ 128,230
38759105000	38751802300	CITY OF ST L	22 H KINGSBURY PL	0	\$ 1,000

Summary
Board Bill Number 147
Introduced by Alderman Michael Browning
February 6, 2026

An ordinance to amend Ordinance No. 60196, and to repeal portions of Ordinance No. 64240, relating to the CWE South Business District, a special business district, established pursuant to the provisions of Sections 71.790 – 71.808 R.S.Mo.; by repealing Section Two of Ordinance No. 64240 which provides for the assessment and collection of an ad valorem tax not to exceed eighty-five cents (\$.85) per one hundred dollars (\$100.00) assessed valuation of real property in the District, with an initial levy of that same rate but not to exceed seven thousand dollars (\$7,000.00), and enacting a new Section Two pertaining to the same subject matter, but imposing an ad valorem tax not to exceed eighty-five cents (\$.85) per one hundred dollars (\$100.00) assessed valuation of real property in the District without limitation as to the total assessment; and containing effectiveness, severability, savings, and emergency clauses.

Summary
Board Bill Number 81
Introduced by Alderwoman Laura Keys
October 10, 2025

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 3600 and 3700 blocks of Grandel Square and the 3600, 3700 and 3800 blocks of Washington Avenue.

BOARD BILL NUMBER 81 INTRODUCED BY ALDERWOMAN LAURA KEYS

1 An ordinance directing the Director of Streets to install speed humps pursuant to **Ordinance**
2 **Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the
3 3600 and 3700 blocks of Grandel Square and the 3600, 3700 and 3800 blocks of Washington
4 Avenue.

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

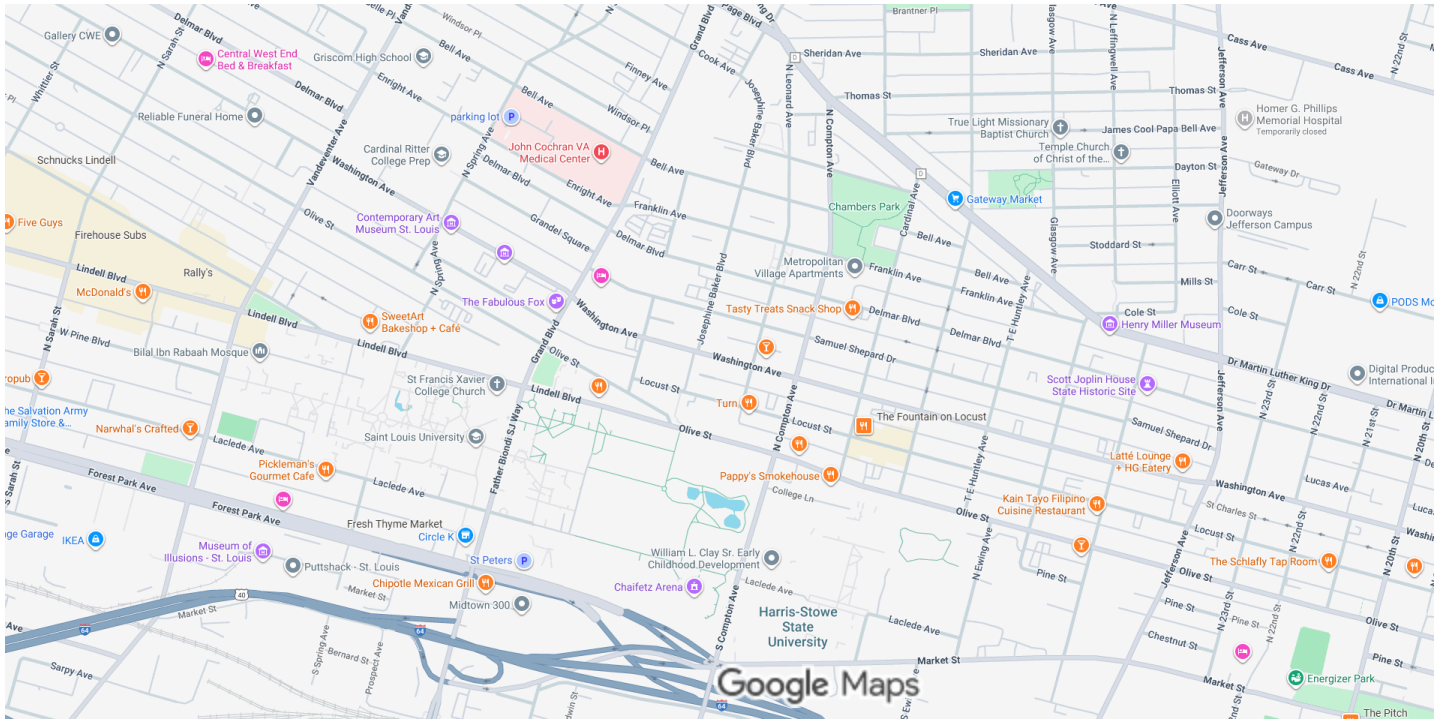
6 **SECTION ONE.** Pursuant to **Ordinance Number 70333** as amended by **Ordinance**
7 **Number 71394** the Director of Streets is hereby directed to install speed humps to calm the
8 flow of traffic at the following locations:

9 1, One speed hump shall be installed on each of the following blocks of Grandel Square:
10 3600 and 3700 blocks of Grandel Square.

11 2. One speed hump shall be installed on each of the following blocks of Washington
12 Avenue: 3600, 3700 and 3800 blocks of Washington Avenue.



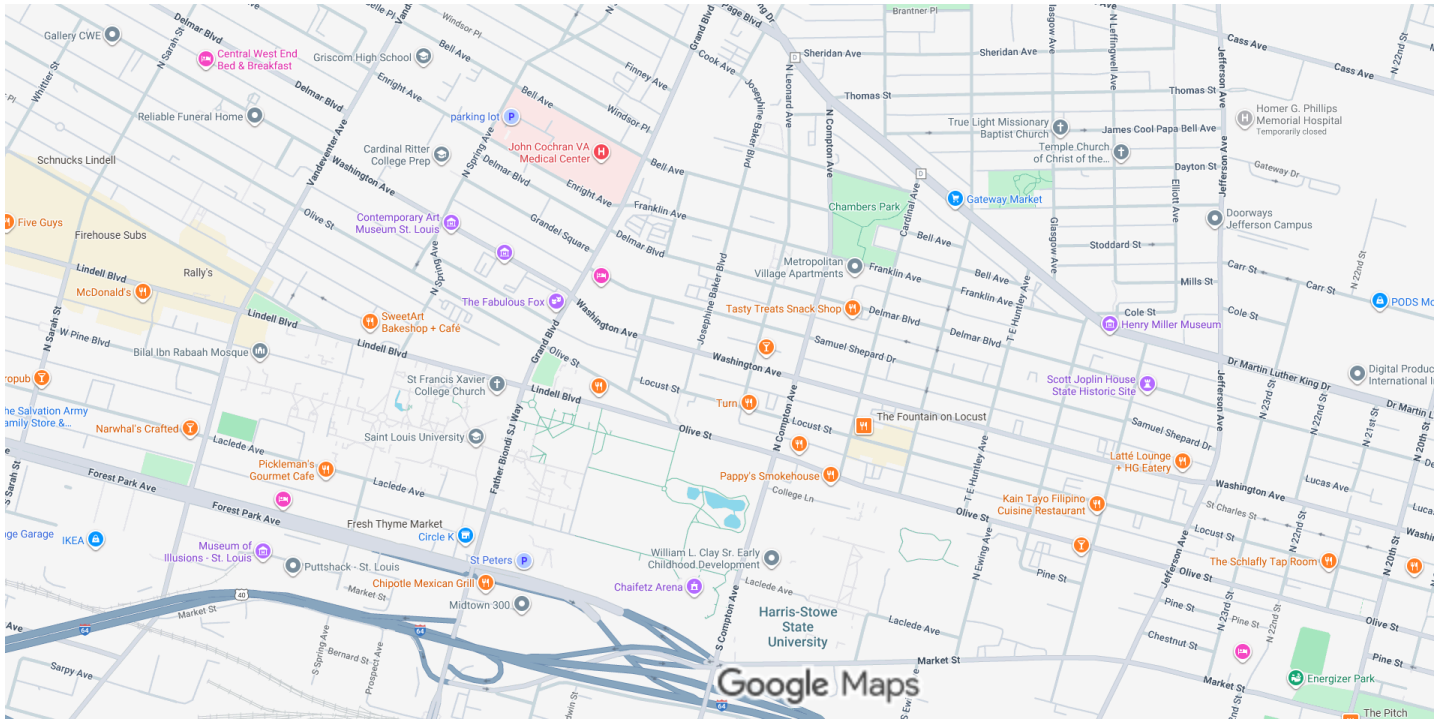
Board Bill Number 81
Map: 3600 and 3700 Blocks of Grandel Square



Map data ©2025 500 ft



Board Bill Number 81
Map: 3600 and 3800 Blocks of Washington Avenue



Map data ©2025 500 ft

Summary
Board Bill Number 135
Introduced By Alderwoman Anne Schweitzer
January 30, 2026

This ordinance pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, directs the Director of Streets to install speed humps to calm the flow of traffic on the 3600 Block of Robert Avenue.

BOARD BILL 135 INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER

Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the first ward.

WHEREAS, the Office of the 1st Ward has developed a procedure for requesting speed control which includes the use of a citizen petition; and

WHEREAS, a total of 15 residents of the 26 occupied dwellings signed on in support of the installation of speed humps constituting a majority.

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

SECTION ONE. Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** the Director of Streets is hereby directed to install speed humps to calm the flow of traffic at the following location(s) in the first ward.

1. Speed Hump(s) on the 3600 block of Robert Avenue.

Board Bill Number 135
Exhibit 1
3600 block of Robert Avenue



Summary
Board Bill Number 139
Introduced by Alderwoman Pamela Boyd
February 6, 2026

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 5900 block of Emma Ave.

BOARD BILL NUMBER 139 INTRODUCED BY ALDERWOMAN PAMELA BOYD

Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**,
an ordinance directing the Director of Streets to install speed humps to calm the flow
of traffic in the 13th Ward.

WHEREAS, the Office of the 13th Ward has developed a procedure for requesting
speed humps to calm the flow of traffic, which includes the use of a citizen petition;
and

WHEREAS, the requirements of procedure were met for the following area(s) within
the 13th ward

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

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance**

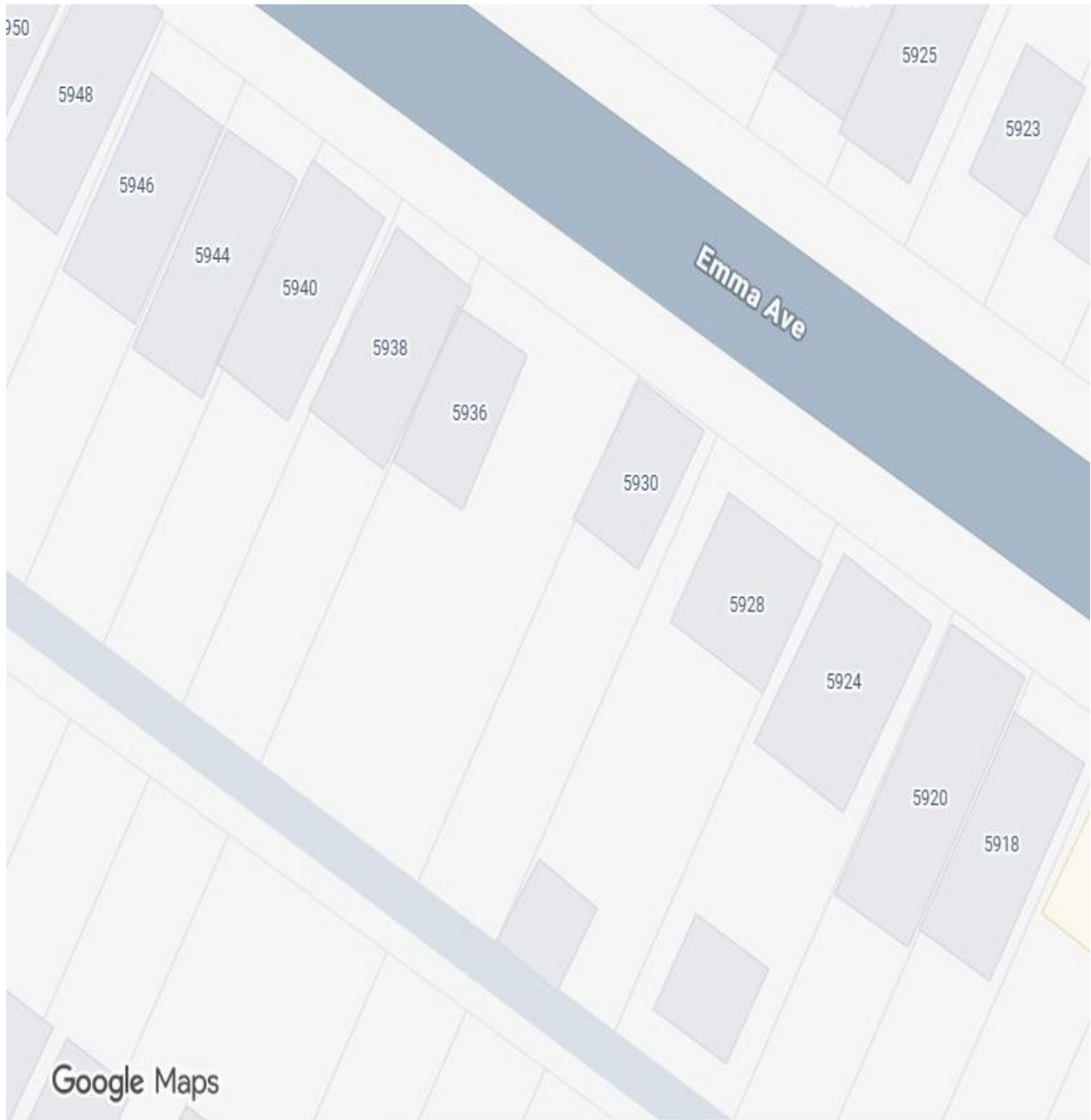
Number 71394, the Director of Streets is hereby directed to install speed humps to calm the
flow of traffic on blocks in the 13th Ward as follows:

Speed humps shall be installed on the 5900 Block of Emma Ave:

1. One speed hump shall be installed at 5918 Emma Ave.

2. One speed hump shall be installed at 5946 Emma Ave.

Board Bill Number 139
Map



Summary
Board Bill Number 140
Introduced by Alderwoman Pamela Boyd
February 6, 2026

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 5400 block of Beacon Ave.

BOARD BILL NUMBER 140 INTRODUCED BY ALDERWOMAN PAMELA BOYD

Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**,
an ordinance directing the Director of Streets to install speed humps to calm the flow
of traffic in the 13th Ward.

WHEREAS, the Office of the 13th Ward has developed a procedure for requesting
speed humps to calm the flow of traffic, which includes the use of a citizen petition; and

WHEREAS, the requirements of procedure were met for the following area(s) within
the 13th ward

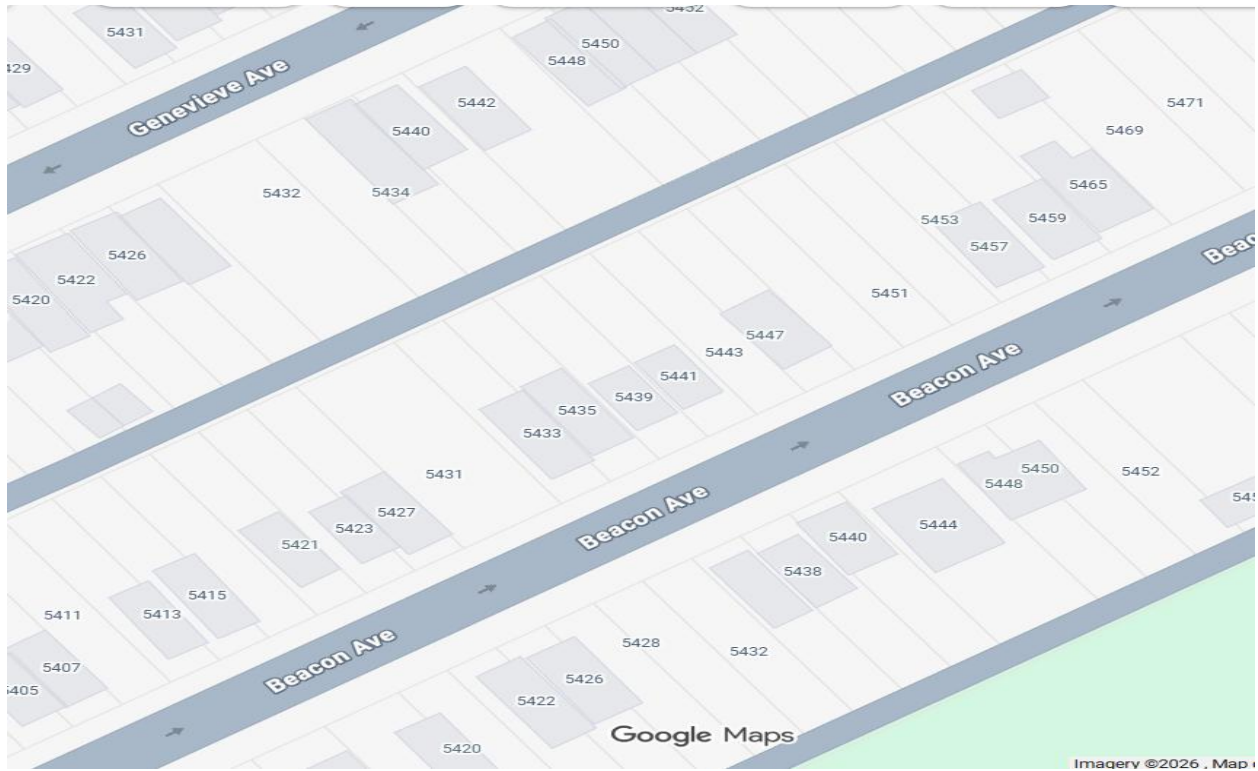
BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance
Number 71394**, the Director of Streets is hereby directed to install speed humps to calm the
flow of traffic on blocks in the 13th Ward as follows:

Speed humps shall be installed on the 5400 Block of Beacon Ave:

1. One speed hump shall be installed at 5413 Beacon Ave.
2. One speed hump shall be installed at 5441 Beacon Ave.
3. One speed hump shall be installed at 5469 Beacon Ave.

BOARD BILL NUMBER 140
MAP



Summary

Board Bill Number 141

Introduced by Alderwoman Pamela Boyd

February 6, 2026

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, to calm the flow of traffic on the 5300 block of Claxton Ave.

BOARD BILL NUMBER 141 INTRODUCED BY ALDERWOMAN PAMELA BOYD

Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**,
an ordinance directing the Director of Streets to install speed humps to calm the flow
of traffic in the 13th Ward.

WHEREAS, the Office of the 13th Ward has developed a procedure for requesting
speed humps to calm the flow of traffic, which includes the use of a citizen petition; and

WHEREAS, the requirements of procedure were met for the following area(s) within
the 13th Ward

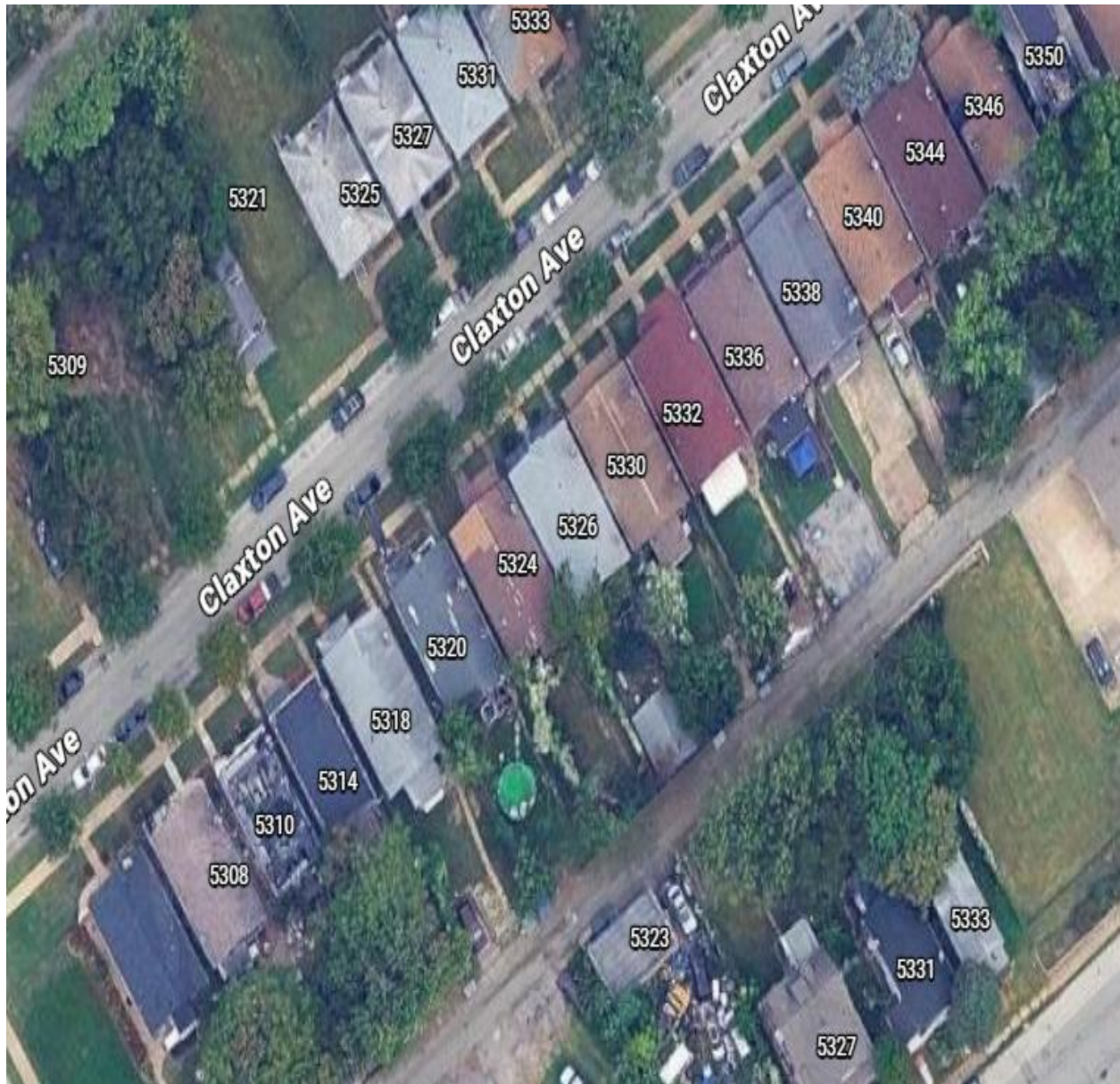
BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance
Number 71394**, the Director of Streets is hereby directed to install speed humps to calm the
flow of traffic on the blocks in the 13th Ward includes ward as follows:

Speed humps shall be installed on the 5300 Block of Clayton Ave:

1. One speed hump shall be installed at 5314 Claxton Ave.
2. One speed hump shall be installed at 5344 Claxton Ave.

**BOARD BILL NUMBER 141
MAP**



Summary
Board Bill Number 143
Introduced by Alderwoman Pamela Boyd
February 6, 2026

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 5500 block of Era Ave.

BOARD BILL NUMBER 143 INTRODUCED BY ALDERWOMAN PAMELA BOYD

Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**,
an ordinance directing the Director of Streets to install speed humps to calm the flow
of traffic in the 13th Ward.

WHEREAS, the Office of the 13th Ward has developed a procedure for requesting
speed humps to calm the flow of traffic, which includes the use of a citizen petition; and

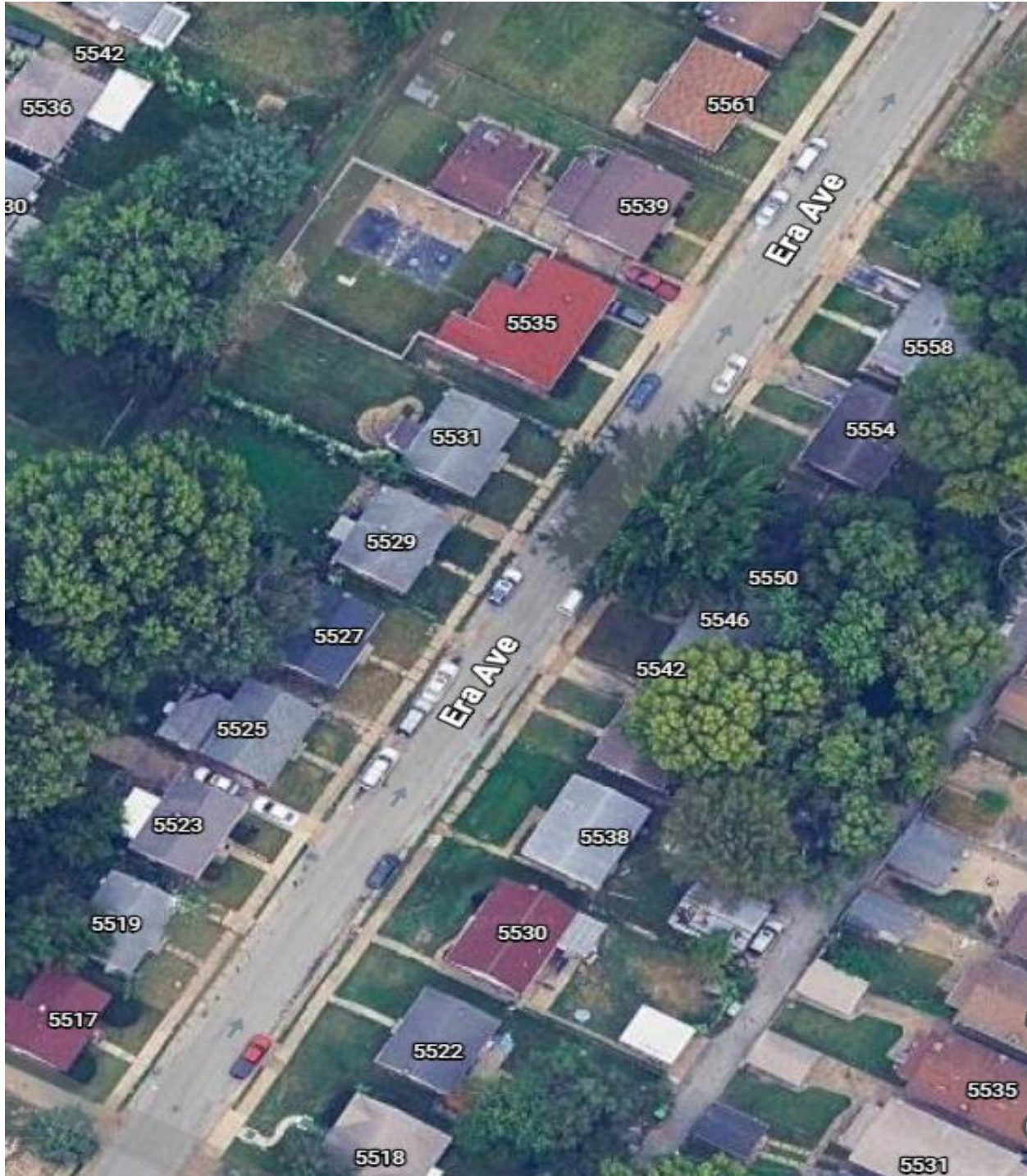
WHEREAS, the requirements of procedure were met for the following area(s) within
the 13th ward

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

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance
Number 71394**, the Director of Streets is hereby directed to install speed humps to calm the flow
of traffic on blocks in the 13th Ward as follows:

- Speed humps shall be installed on the 5500 Block of Era Ave:
1. One speed hump shall be installed at 5517 Era Ave.
 2. One speed hump shall be installed at 5554 Era Ave.

**BOARD BILL NUMBER 143
MAP**



Summary
Board Bill Number 144
Introduced by Alderwoman Pamela Boyd
February 6, 2026

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 5900 block of Sherry Ave.

BOARD BILL NUMBER 144 INTRODUCED BY ALDERWOMAN PAMELA BOYD

Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

WHEREAS, the Office of the 13th Ward has developed a procedure for requesting speed humps to calm the flow of traffic, which includes the use of a citizen petition; and

WHEREAS, the requirements of procedure were met for the following area(s) within the 13th ward

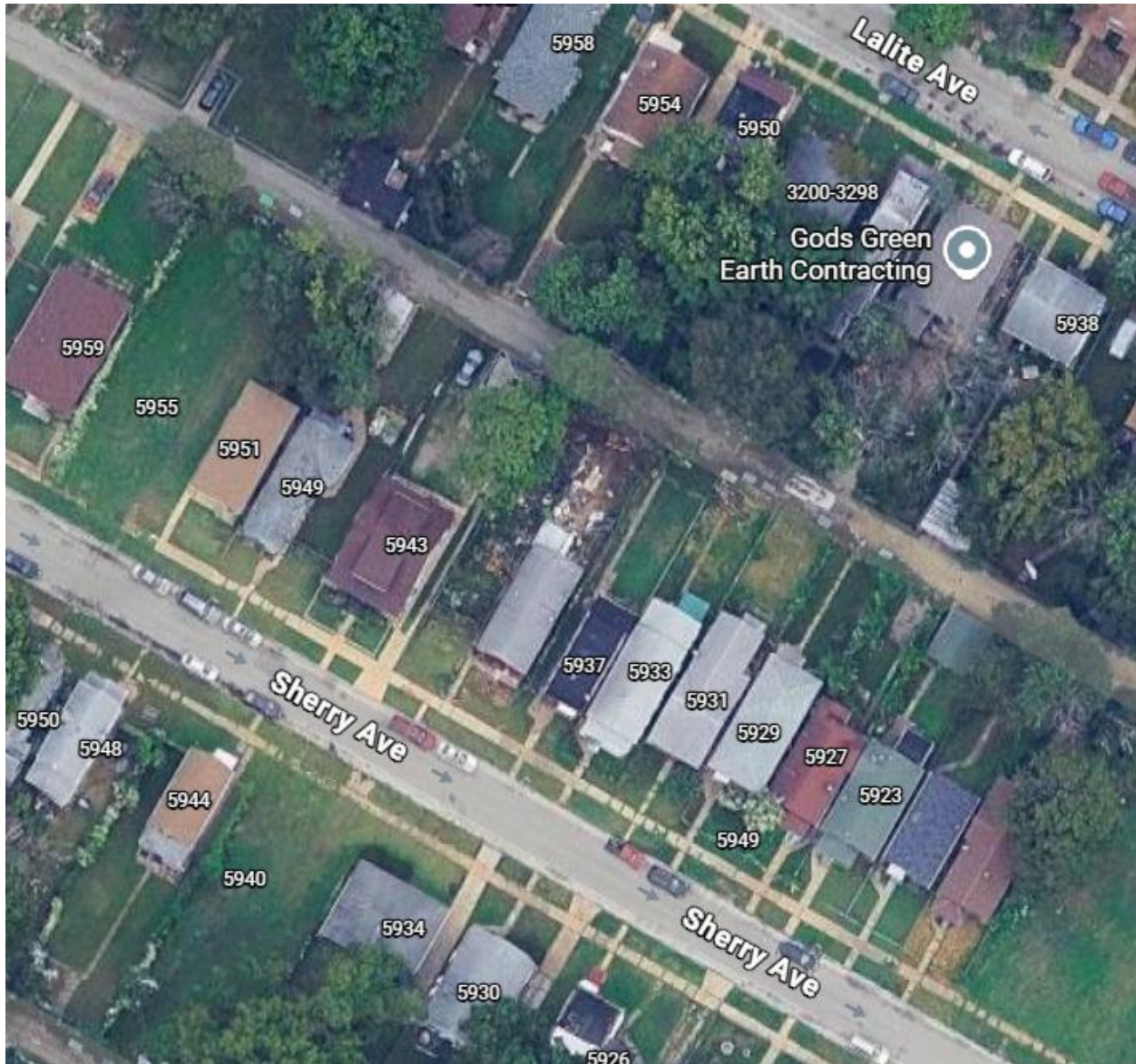
BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance Number 71394**, the Director of Streets is hereby directed to install speed humps to calm the flow of traffic on blocks in the 13th Ward as follows:

Speed humps shall be installed on the 5900 Block of Sherry Ave:

1. One speed hump shall be installed at 5931 Sherry Ave.
2. One speed hump shall be installed at 5959 Sherry Ave.

**BOARD BILL NUMBER 144
MAP**



Summary
Board Bill Number 145
Introduced by Alderman Bret Narayan
February 6, 2026

An ordinance repealing Ordinance 62579 and removing Chapter 25.10 of the Revised Code of the City of St. Louis codifying such ordinance.

BOARD BILL NUMBER 145 INTRODUCED BY ALDERMAN BRET NARAYAN

An ordinance repealing Ordinance 62579 and removing Chapter 25.10 of the Revised Code of the City of St. Louis codifying such ordinance.

WHEREAS, in 1992, the Board of Aldermen passed Ordinance 62579, adopting a mechanical code that was codified as Chapter 25.10 of the Revised Code of the City, titled “Mechanical Code”; and

WHEREAS, subsequently, the Board of Aldermen adopted various other mechanical codes, codified as Chapter 25.03 of the Revised Code of the City, also titled “Mechanical Code,” the most recent of which was Ordinance 70800 in 2018, adopting the 2018 International Mechanical Code with certain amendments; and

WHEREAS, the Board of Aldermen wishes to clarify the mechanical code that should be followed by persons living or working in the City;

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

SECTION ONE. Ordinance 62579 is hereby repealed in its entirety. Accordingly, Chapter 25.10 of the Revised Code of the City is hereby removed in its entirety.

Summary**Board Bill Number 146****Introduced by Alderman Matt Devoti****February 6, 2026**

An amendment to Ordinance 56736, requested by the Interim Sheriff of the City of St. Louis, modernizing the manner in which the Sheriff's Office issues parking identification identifying deputies operating personal vehicles during the performance of their official duties.

BOARD BILL NUMBER 146 INTRODUCED BY ALDERMAN MATT DEVOTI

1 An amendment to Ordinance 56736, requested by the Interim Sheriff of the City of St. Louis,
2 modernizing the manner in which the Sheriff’s Office issues parking identification identifying
3 deputies operating personal vehicles during the performance of their official duties.

4 **WHEREAS**, Ordinance 56736 requires the Sheriff of the City of St. Louis to issue parking
5 placards to duly authorized deputies operating personal vehicles while conducting official
6 business; and

7 **WHEREAS**, Ordinance 56736 requires such deputies place a placard in multiple places in their
8 vehicle while limiting the deputies to which such placards may be issued; and

9 **WHEREAS**, Section Two of Ordinance 56736 contains language that no longer accurately
10 reflects nor recognizes the existence of available identification systems and modern operational
11 practices; and

12 **WHEREAS**, the parking placard system referenced in Ordinance 56736 reflects a paper-based
13 identification method that is no longer operationally efficient or consistent with modern
14 identification and enforcement practices; and

15 **WHEREAS**, the use of an identification card in place of a paper placard will improve clarity for
16 parking enforcement personnel, enhance accountability, and reduce the potential for misuse or
17 duplication; and

18 **WHEREAS**, the proposed amendment does not expand the authority of the Sheriff’s Office,
19 create new parking exemptions, or alter the scope of existing enforcement discretion; and

20 **WHEREAS**, Ordinance 56736 contains gendered references to the office of the Sheriff, and
21 updating such language to gender-neutral terms modernizes the ordinance without altering the
22 authority or duties of the office; and

23 **WHEREAS**, pursuant to Board Rule 58, the proposed amendments to Ordinance 56736 are set
24 out in the body of this bill, with additions marked in **boldface, underline, and italicized** and
25 deletions marked with **[brackets, boldface, and strikethrough]**.

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

27 **SECTION ONE.** Ordinance 56736, dated May 30, 1974, is hereby amended and shall read as
28 follows:

29 ORDINANCE 56736 (Com. Subst. B.B. No. 34)

30 Section One. The Sheriff of the City of St. Louis and **[his] their** duly authorized deputies shall be
31 permitted to park their privately owned automobiles, while on official business upon any street,
32 avenue, road, boulevard or alley within the city limits.

33 Section Two. The Sheriff's **Office** shall issue to **its** ~~[his]~~ duly authorized deputies **parking**
34 **identification cards** ~~[placards]~~, as herein described for use in their privately owned automobiles
35 while on official business. These **parking identification cards** ~~[placards]~~ are to be clearly
36 displayed **beneath the rearview mirror of a deputy's personal vehicle.** ~~[, one in the rear~~
37 ~~window and one on the windshield]~~. Each **parking identification card** ~~[placard]~~ shall bear the
38 Great Seal of the State of Missouri and the words, "Official Business Deputy Sheriff City of St.
39 Louis" **and "PARKING I.D."**, the year for which issued, **and** the badge and identification
40 number of the deputy **to which the identification card is assigned.** ~~[and the signature of the~~
41 ~~Sheriff. The Sheriff shall limit the issuance of placards only to deputies assigned to serving~~
42 ~~writs and processes of Court or the transportation of prisoners.]~~

43 Section Three. The Sheriff and ~~[his]~~ their duly authorized deputies while parking their privately
44 owned automobiles under the provisions of this ordinance shall be exempt from paying parking
45 meter fees.

46 Section Four. Nothing contained in this ordinance shall authorize any person to park ~~[his]~~ their
47 automobile in such a manner so as to obstruct or obscure any traffic sign or signal, ~~[or so as]~~ to
48 create a traffic hazard, or duplicate a parking identification card. It shall be unlawful for a
49 deputy to display upon ~~[his]~~ their automobile the official identification card placard at any time
50 except while actually engaged in official business and it shall be unlawful for a deputy to give or
51 lend ~~[his]~~ their parking identification card ~~[placard]~~ to another person not authorized to use the
52 same by the Sheriff.

53 Section Five. Any person who violates the provisions of this ordinance or otherwise parks their
54 vehicle in an impermissible manner while using their parking identification card shall be
55 deemed guilty of a misdemeanor. ~~[and, upon conviction thereof, shall be fined not less than~~
56 ~~Ten Dollars (\$10.00) or more than One Hundred Dollars (\$100.00)].~~

57 Section Six. This ordinance being deemed necessary for the immediate preservation of the public
58 peace and safety, it is hereby declared to be an emergency measure and shall become effective
59 immediately upon its passage and approval by the Mayor.

Board Bill Number 146

Exhibit A

Ordinance 56736 (Com. Subst. B.B. No. 34)

An ordinance permitting the Sheriff of the City of St. Louis and his duly authorized deputies to park their privately owned automobiles upon all streets in the City of St. Louis while on official business and while properly identifying their automobiles, providing restrictions for such parking, authorizing the Sheriff to issue identification placards, exempting the Sheriff and his deputies from paying parking meter fees and containing a penalty clause, and an emergency clause.

Be it ordained by the City of St. Louis, as follows:

Section One. The Sheriff of the City of St. Louis and his duly authorized deputies shall be permitted to park their privately owned automobiles, while on official business upon any street, avenue, road, boulevard or alley within the city limits.

Section Two. The Sheriff shall issue to his duly authorized deputies placards, as herein described for use in their privately owned automobiles while on official business. These placards are to be clearly displayed, one in the rear window and one on the windshield. Each placard shall bear the Great Seal of the State of Missouri and the words "Official Business Deputy Sheriff City of St. Louis," the year for which issued, the badge and identification number of the deputy and the signature of the Sheriff. The Sheriff shall limit the

issuance of placards only to deputies assigned to serving writs and processes of Court or the transportation of prisoners.

Section Three. The Sheriff and his duly authorized deputies while parking their privately owned automobiles under the provisions of this ordinance shall be exempt from paying parking meter fees.

Section Four. Nothing contained in this ordinance shall authorize any person to park his automobile in such a manner so as to obstruct or obscure any traffic sign or signal, or so as to create a traffic hazard. It shall be unlawful for a deputy to display upon his automobile the official placard at any time except while actually engaged in official business and it shall be unlawful for a deputy to give or lend his placard to another person not authorized to use the same by the Sheriff.

Section Five. Any person who violates provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than Ten Dollars (\$10.00) nor more than One Hundred Dollars (\$100.00).

Section Six. This ordinance being deemed necessary for the immediate preservation of the public peace and safety, it is hereby declared to be an emergency measure and shall become effective immediately upon its passage and approval by the Mayor.

Approved: May 30, 1974.

Summary
Board Bill Number 142
Introduced by Alderwoman Pamela Boyd
February 6, 2026

The bill directs the Director of Streets to install speed humps pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** to calm the flow of traffic on the 5000 block of Beacon Ave.

BOARD BILL NUMBER 142 INTRODUCED BY ALDERWOMAN PAMELA BOYD

Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**,
an ordinance directing the Director of Streets to install speed humps to calm the flow
of traffic in the 13th Ward.

WHEREAS, the Office of the 13th Ward has developed a procedure for requesting
speed humps to calm the flow of traffic, which includes the use of a citizen petition; and

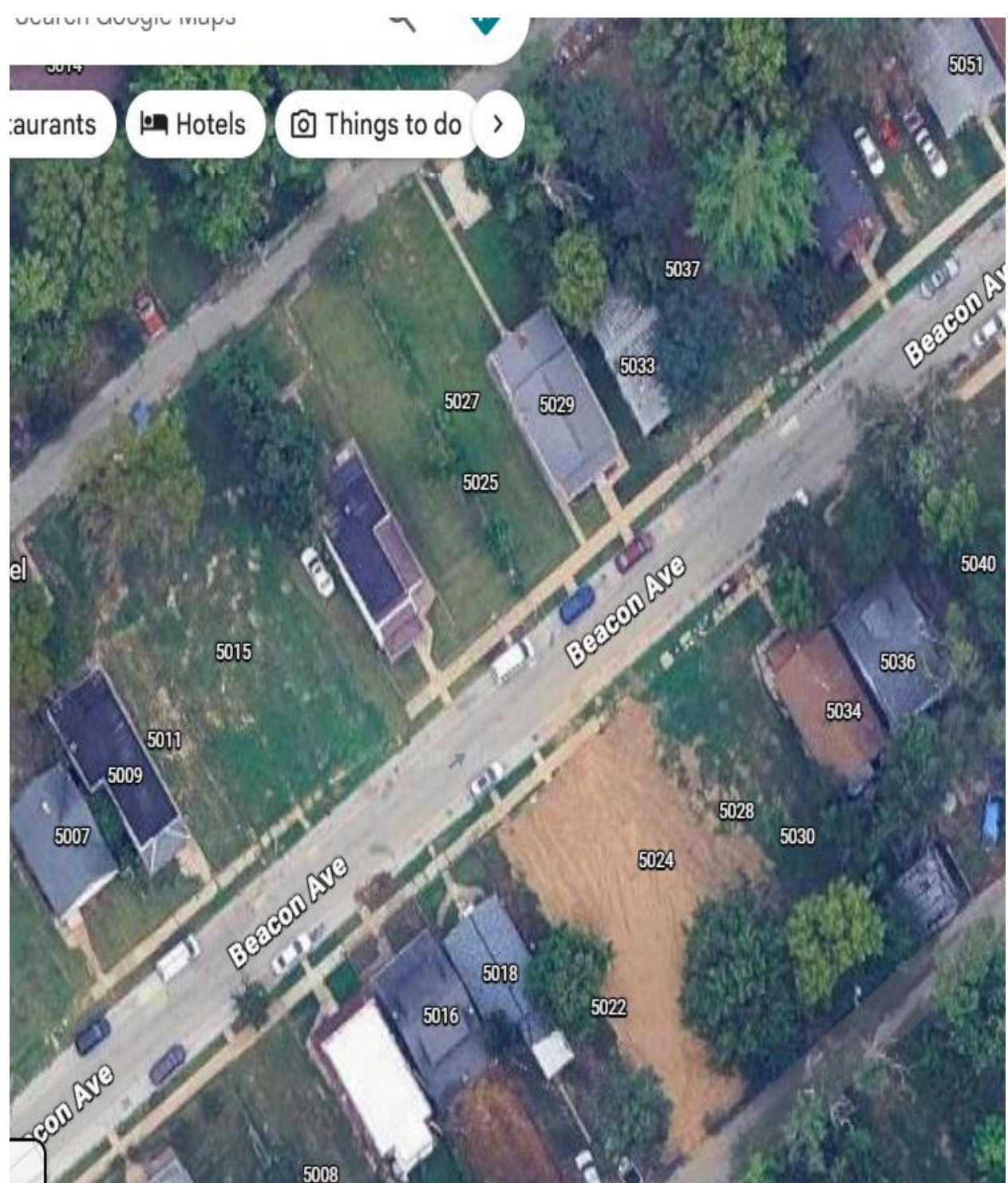
WHEREAS, the requirements of procedure were met for the following area(s) within
the 13th ward

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

SECTION ONE. Pursuant to **Ordinance Number 70333**, as amended by **Ordinance
Number 71394**, the Director of Streets is hereby directed to install speed humps to calm the flow
of traffic on blocks in the 13th Ward as follows:

- Speed humps shall be installed on the 5000 Block of Beacon Ave:
1. One speed hump shall be installed at 5011 Beacon Ave.
 2. One speed hump shall be installed at 5036 Beacon Ave.

BOARD BILL NUMBER 142
MAP



Summary

Board Bill Number 54

As Amended

Introduced by Alderwoman Daniela Velazquez

July 11, 2025

An ordinance submitting to the qualified voters of the City a proposed amendment to the Charter of the City of St. Louis repealing **Section 5 of Article IV of the Charter** in order to have the same non-partisan, top-two runoff system in special elections for Aldermen that is used in regular city elections; providing for an election to be held for voting on the proposed amendment and for the manner of voting; and for the publication, certification, deposit, and recording of this ordinance and containing an emergency clause.

**BOARD BILL NUMBER 54 AS AMENDED INTRODUCED BY ALDERWOMAN
DANIELA VELAZQUEZ
COSPONSORS: PRESIDENT MEGAN GREE/ALDERMAN MATT
DEVOTI/ALDERWOMAN JAMI COX ANTWI/ALDERMAN MICHAEL
BROWNING/ALDERMAN RASHEEN ALDRIDGE**

1 An ordinance submitting to the qualified voters of the City a proposed amendment to the Charter
2 of the City of St. Louis repealing **Section 5 of Article IV of the Charter** in order to have the
3 same non-partisan, top-two runoff system in special elections for Aldermen that is used in
4 regular city elections; providing for an election to be held for voting on the proposed amendment
5 and for the manner of voting; and for the publication, certification, deposit, and recording of this
6 ordinance and containing an emergency clause.

7 **WHEREAS**, the voters of the City of St. Louis approved Proposition D in November
8 2020, thereby enacting Ordinance Number 71410, which established a system of open, non-
9 partisan, top-two runoff elections for certain municipal offices, as codified in Sections 2.08.450
10 thru 2.08.490 of the Code of Ordinances of the City of St. Louis; and

11 **WHEREAS**, this system empowers voters to select all candidates they approve of in a
12 primary election, advancing the top two candidates to a runoff general election, and was
13 designed to increase voter choice, reduce partisanship, and ensure that elected officials have
14 broad voter support; and

15 **WHEREAS**, the goals of Proposition D—to improve transparency, accountability, and
16 democratic participation—are equally relevant and necessary in special elections, which
17 determine representation for critical public offices during times of vacancy; and

18 **WHEREAS**, under current law, there is ambiguity as to whether the procedures
19 established by Ordinance 71410 apply to special elections to fill aldermanic vacancies,
20 potentially leading to inconsistent electoral practices; and

WHEREAS, it is in the public interest to clarify and affirm that the open, non-partisan, top-two runoff election method applies not only to regularly scheduled elections, but also to all special elections for the offices of Mayor, Comptroller, President of the Board of Aldermen, and Alderman; and

WHEREAS, applying the same election method to both regular and special elections promote continuity, fairness, and public trust in the City’s election processes;

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

SECTION ONE. The following amendment to the Charter of the City of St. Louis is hereby proposed and submitted to the voters of the City and to be voted upon at an election to be held as hereinafter provided.

A. Section 5 of Article IV of the Charter of the City of St. Louis is hereby repealed.

SECTION TWO. BALLOT LANGUAGE. The proposed amendment to the Charter of the City of St. Louis shall be submitted to the qualified voters of the City at the ~~next primary~~ or general election general election on November 3, 2026 at which it can be lawfully submitted, and if said proposed amendment shall receive in its favor the number of votes required by law, such amendment shall be adopted and become a part of the Charter of the City of St. Louis from the date of said election or such other date as prescribed in said amendment. Qualified voters of the City of St. Louis may at the election aforesaid vote a ballot substantially in the following form:

PROPOSITION ____

(CHARTER AMENDMENT)

1 “Shall the City of St. Louis use the same non-partisan, top-two runoff system in special elections
2 for ~~Aldermen~~ that is used in regular city elections by repealing Section 5 of Article IV of the
3 Charter?”

4 Instructions to voters:

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

8 YES []

9 NO []

10 **SECTION THREE.** The Board of Election Commissioners shall provide the ballots or voting
11 machines or both and conduct the election and shall ascertain and certify the result thereof
12 according to the law. If voting machines are used, the aforesaid OFFICIAL BALLOT shall be
13 placed or posted on the said voting machines wherever said machines are used under the
14 direction of the Board of Election Commissioners for the City of St. Louis and according to law.

15 **SECTION FOUR.** Upon the approval of this ordinance, it shall be published in the City Journal,
16 the official publication of the City of St. Louis, Missouri. Proof of the publication of this
17 ordinance shall be made by affidavit of the City Register, and such affidavit shall be filed in the
18 office of the City Register and a copy of such publication shall be attached thereto.

19 **SECTION FIVE.** Upon the approval of this amendment to the Charter of the City of St. Louis,
20 it shall be certified, deposited and recorded as required by Article VI, Section 33 of the
21 Constitution of the State of Missouri.

1 **SECTION SIX.** This being a bill calling for an election for submission to the people of an
2 amendment to the Charter of the City of St. Louis, it is hereby declared to be an emergency
3 measure and shall become effective immediately upon its passage and approval by the Mayor.

Summary
Board Bill Number 98 Floor Substitute
Introduced by Alderwoman Laura Keys
November 7, 2025

This Board Bill seeks to authorize the issuance by the City, acting through the Treasurer of the City in his capacity as Supervisor of Parking Meters, of up to Five Million Dollars (\$5,000,000) aggregate principal amount of parking revenue bonds (the “**Bonds**”). The Bonds will be secured and payable solely from the parking assets pledged under the Indenture of Trust dated as of December 1, 2006, as amended and supplemented from time to time, including real property and future income.

Proceeds from the sale of the bonds will be used to: (1) finance the cost of the acquisition of certain real estate, (2) provide for the funding of any required debt service reserve funds, if any, and (3) pay the costs associated with issuing the Bonds.

The Committee Substitute clarifies the location of the property to be acquired, provides information regarding the appraisal of the property, updates the maturity date of the Bonds and adds an emergency clause.

**BOARD BILL NUMBER 98 FLOOR SUBSTITUTE INTRODUCED BY
ALDERWOMAN LAURA KEYS**

1 An Ordinance recommended by the Treasurer of the City in his capacity as Supervisor of Parking
2 Meters, authorizing and directing the City, acting through the Treasurer of the City in his capacity
3 as Supervisor of Parking Meters, to issue revenue bonds in an aggregate principal amount not to
4 exceed \$5 million; establishing the terms of sale of such bonds; appointing a trustee; approving
5 and authorizing the preparation, execution and delivery of necessary or appropriate documents and
6 actions; authorizing the reimbursement of certain amounts previously expended on the project to
7 be financed with the proceeds of the bonds; and containing severability and emergency clauses.

8 **WHEREAS**, the City of St. Louis, Missouri (the “**City**” or the “**Issuer**”), acting through the
9 Treasurer (the “**Treasurer**”) acting in his capacity as Supervisor of Parking Meters is authorized
10 under the laws of the State of Missouri, including Section 82.485, Revised Statutes of Missouri,
11 as amended (the “**Act**”), to issue revenue bonds and pledge parking assets, including real property
12 and future income, for the purpose of financing capital improvements; and

13 **WHEREAS**, the City, acting through the Treasurer in his capacity as Supervisor of Parking
14 Meters, previously issued revenue bonds secured by a pledge parking asset under that certain
15 Indenture of Trust dated as of December 1, 2006 (the “**Original Indenture**”) among the City, the
16 Parking Commission of the City of St. Louis and UMB Bank, N.A. (the “**Trustee**”) as
17 supplemented by applicable supplemental indentures; and

18 **WHEREAS**, the City deems it advisable for the general welfare of the people residing and
19 working in the City to now issue not to exceed Five Million Dollars (\$5,000,000) aggregate
20 principal amount of bonds (the “**Project Bond**”) under the Original Indenture and Supplemental
21 Trust Indenture No. 7, dated as of the first day of the month in which the Project Bond is issued
22 (the “**Supplemental Indenture**”) between the City and the Trustee to (a) finance the costs of the

hereinafter defined New Project, (b) fund a debt service reserve fund, if any, and (c) pay the costs of issuance with respect to the Project Bond; and

WHEREAS, in connection with the issuance of the Project Bond it is necessary and desirable that the City, as issuer, enter into certain agreements including, without limitation, the Supplemental Indenture, the Bond Purchase Agreement dated as of the date of the sale of the Project Bond between the City and the purchaser or purchasers identified therein (the “**Bond Purchase Agreement**”), the Continuing Disclosure Agreement, if required by SEC Rule 15c2-12, dated as of the first day of the month in which the Project Bond is issued, between the City and UMB Bank, N.A., as dissemination agent (the “**Continuing Disclosure Agreement**”) and a Tax Compliance Agreement dated as of the first day of the month in which the Project Bond is issued, between the City and the Trustee (the “**Tax Compliance Agreement**”), and that the City execute certain other documents; and

WHEREAS, the Project Bond shall state that such bond does not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and that the taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged to the payment of the principal of, premium, if any, or interest on the Project Bond.

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

Section One. Definitions. As used in this Ordinance, the term “**New Project**” shall have the following meaning, and any other capitalized terms used herein shall have the meanings assigned to such terms in the Original Indenture attached hereto as **Exhibit A**:

1 “**New Project**” means the acquisition of certain real estate and improvements situated at
2 the 3100 block of Olive Street, as more particularly shown on the plat attached hereto as **Exhibit**
3 **C** and as further described in that certain appraisal prepared by Integra Realty Resources – St.
4 Louis dated January 30, 2026 (as copy of the executive summary of such appraisal is attached
5 hereto as **Exhibit D**) and the construction of improvements thereon.

6 **Section Two. Findings, Determinations and Declarations.** The Board of Aldermen
7 hereby finds, determines and declares as follows:

8 (a) The issuance of the Project Bond, the sale and delivery thereof through a
9 negotiated sale and the use of the proceeds thereof to (i) finance the New Project, (ii) fund a debt
10 service reserve fund, if any, and (iii) pay costs of issuance of the Project Bond, is necessary and
11 desirable for the general welfare of the City.

12 (b) In approving the issuance of the Project Bond and the sale and delivery
13 thereof, it is the intention of the Board of Aldermen, that:

14 (i) the aggregate principal amount of Project Bond shall not exceed the
15 amount set forth in Section Three hereof;

16 (ii) no bonds or other obligations of any kind or description which are
17 secured by the Pledged Revenues shall be issued or sold without authorization by a subsequent
18 City ordinance; and

19 (iii) this Ordinance authorizes the issuance and sale of the Project Bond
20 only.

21 **Section Three. Authorization of the Project Bond.**

22 (a) The Board of Aldermen, acting as the governing authority of the City, does
23 hereby authorize the City, as the Issuer, to issue the Project Bond in an aggregate principal amount

1 determined not to exceed Five Million Dollars (\$5,000,000), the proceeds of which Project Bond
2 shall be used to finance the New Project and for the other purposes stated in Section Two above,
3 and which Project Bond shall be sold by a negotiated sale.

4 (b) The Project Bond shall: (i) have a final maturity not later than March 31,
5 2036; (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law;
6 and (iii) be sold at the best price obtainable at a premium or at a discount, with such discount not
7 to exceed the maximum discount permitted by applicable Missouri law. Subject to the provisions
8 of this Ordinance, the Project Bond shall be dated, mature, appear in such denominations, bear
9 interest at such times and have such other terms and provisions as provided in the Supplemental
10 Indenture.

11 (c) The payment of the costs of issuance of the Project Bond out of the proceeds
12 of the sale of such Project Bond, and out of other available funds, is hereby approved on behalf of
13 the City. The Treasurer shall enter into all contracts incident to the issuance and sale of the Project
14 Bond, and shall approve the payment by the Trustee of all costs incurred in connection with such
15 issuance and sale of the Project Bond.

16 **Section Four. Manner of Sale of the Project Bond; Application of Proceeds.** The
17 Project Bond may be sold at a negotiated sale at the best price obtainable as the Mayor, the
18 Comptroller and the Treasurer shall determine in their sole discretion, subject to the interest rate
19 and par value limitations set forth in Chapter 108.170, Revised. Statutes of Missouri, as amended.
20 The proceeds of the sale of the Project Bond shall be applied by the City simultaneously with the
21 delivery of the Project Bond in accordance with the provisions of the Supplemental Indenture.

1 **Section Five. Limited Obligations.** The Project Bond and the interest thereon: (a) shall
2 be limited obligations of the Issuer payable solely out of the Pledged Revenues received by the
3 Trustee; (b) shall not constitute an indebtedness of the City, the State of Missouri or any political
4 subdivision thereof within the meaning of any constitutional or statutory debt limitation or
5 restriction; and (c) shall not be backed by the taxing power of the City, the State of Missouri or
6 any political subdivision thereof.

7 **Section Six. Appointment of Trustee for Project Bond.** The Board of Aldermen of the
8 City hereby authorizes and directs the appointment of the Trustee as the trustee, bond registrar and
9 paying agent for the Project Bond. Such appointments shall be effective immediately upon the
10 filing of the Supplemental Indenture with the Trustee.

11 **Section Seven. Approval of Bond Documents.**

12 (a) Project Bond. The bond form for the Project Bond, attached hereto as an
13 exhibit to the Supplemental Indenture, is hereby approved on behalf of the City. The proper
14 officials of the City are hereby authorized and directed to execute and deliver the Project Bond on
15 behalf of the City in the manner provided in the Supplemental Indenture in such form and with
16 such changes, modifications or completions thereof, not inconsistent with the provisions of this
17 Ordinance, as the City officials executing the same shall approve, and the signatures of the City
18 officials executing the same shall be conclusive as to their approval of such changes, modifications
19 or completions on behalf of the City. If any of the officials who shall have signed or sealed the
20 Project Bond shall cease to be such officials of the City before the Project Bond so signed and
21 sealed has been actually authenticated by the Trustee as specified in the Original Indenture or

1 delivered by the City, the Project Bond nevertheless may be authenticated, issued and delivered
2 with the same force and effect as though the person or persons who signed or sealed such Project
3 Bond had not ceased to be such official or officials of the City; and any such Project Bond also
4 may be signed and sealed on behalf of the City by those persons who, at the actual date of the
5 execution of such Project Bond, shall be the proper officials of the City, although at the date of
6 such Project Bond any such person shall not have been such official of the City.

7 (b) Indenture. The Original Indenture, in the form attached hereto as **Exhibit A**
8 is hereby approved on behalf of the City, and except as otherwise provided in the Supplemental
9 Indenture, shall be applicable to the Project Bond.

10 (c) Supplemental Indenture. The Supplemental Indenture, in the form attached
11 hereto as **Exhibit B**, is hereby approved on behalf of the City. The Mayor, the Comptroller, the
12 Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials
13 are hereby authorized and directed to execute and deliver the Supplemental Indenture in such form
14 and with such changes, modifications or completions thereof, not inconsistent with the provisions
15 of this Ordinance, including, without limitation, and subject to Section Five hereof, changes to
16 include a Deed of Trust or a Financing Lease with respect to the New Project site, if required, as
17 security for the Project Bond, as the City officials executing the same shall approve, and the
18 Register is hereby authorized and directed to affix the corporate seal of the City thereto and to
19 attest the same, and the signatures of the City officials executing the same shall be conclusive as
20 to their approval of such changes, modifications or completions on behalf of the City.

1 (d) Bond Purchase Agreement. The Mayor, the Comptroller, the Treasurer,
2 with the advice as to form of the City Counselor, and other appropriate City officials 'are hereby
3 authorized and directed to execute and deliver the Bond Purchase Agreement, in such form not
4 inconsistent with. the provisions of this Ordinance, as the City officials executing the same shall
5 approve, and to take such further actions and to execute and deliver such other documents as are
6 required by the City thereunder with the signature of the City officials executing the same to be
7 conclusive of approval of such other documents by the City.

8 (e) Continuing Disclosure Agreement. The Mayor, the Comptroller, the
9 Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials
10 are hereby authorized and directed, if required by SEC Rule 15c2-12, to execute and deliver a
11 Continuing Disclosure Agreement in such form and with changes, modifications or completions
12 thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the
13 same shall approve, and the signatures of the City officials executing the same shall be conclusive
14 as to their approval of the Continuing Disclosure Agreement by the City.

15 (f) Tax Compliance Agreement. The Mayor, the Comptroller, the Treasurer,
16 with the advice as to form of the City Counselor, and other appropriate City officials are authorized
17 and directed to execute and deliver the Tax. Compliance Agreement in such form, not inconsistent
18 with the provisions of this Ordinance, as the City officials executing the same may approve, with
19 such changes, modifications or completions thereof, as the Mayor, the Comptroller and the
20 Treasurer, with the advice as to form of the City Counselor, shall approve, and the Register is
21 hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same,

1 and the signatures of the City officials executing the same shall be conclusive as to their approval
2 of such documents on behalf of the City.

3 **Section Eight. Incorporation of Exhibits.** All Exhibits to this Ordinance are incorporated
4 herein and made part of this Ordinance by this reference.

5 **Section Nine. Further Authority.** The City shall, and the Mayor, the Comptroller, the
6 Treasurer, with the advice as to form of the City Counselor, and other appropriate officials, agents
7 and employees of the City are hereby authorized to, take such further actions and execute such
8 other documents as may be necessary or desirable to carry out, comply with and perform the duties
9 of the City. The Treasurer and the City, after advising and consulting with the Board of Estimate
10 and Apportionment, shall be authorized to take all measures consistent herewith and with the
11 Original Indenture and the Supplemental Indenture deemed necessary to generate the projected.
12 Pledged Revenues necessary to maintain the debt service coverage ratio required by the Original
13 Indenture.

14 **Section Ten. Declaration of Official Intent.** The Board of Aldermen hereby declares the
15 “official intent” of the City to use a portion of the proceeds of the Project Bond to reimburse the
16 Treasurer for funds advanced to pay the costs of the New Project from the proceeds of the Project
17 Bond. Reimbursement of such costs is hereby approved, conditioned upon receipt from the
18 Treasurer of an accounting for such prior expenditures accompanied by appropriate supporting
19 documents. The Treasurer and other appropriate officials shall take all steps necessary to meet the
20 requirements of U.S. Treasury Regulations Section 1.150-2 (or successor provisions) promulgated
21 under the Internal revenue Code of 1986, as amended.

1 **Section Eleven. Severability.** The sections of this Ordinance shall be severable. In the
2 event that any section of this Ordinance is found by a court of competent jurisdiction to be
3 unconstitutional, the remaining sections of this Ordinance shall be valid, unless the court finds the
4 valid sections of this Ordinance are so essentially and inseparably connected with, and so
5 dependent upon the void section that it cannot be presumed that the Board of Aldermen would
6 have enacted the valid section without the void ones; or unless the court finds the valid sections,
7 standing alone, are incomplete and incapable of being executed in accordance with legislative
8 intent.

9 **Section Twelve. Emergency Clause.** This being an ordinance for public works, it is
10 hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and
11 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take effect immediately
12 upon its approval by the Mayor.

**BOARD BILL NUMBER 98 COMMITTEE SUBSTITUTE
EXHIBIT A**

Original Indenture

**BOARD BILL NUMBER 98 COMMITTEE SUBSTITUTE
EXHIBIT B**

Supplemental Indenture

**BOARD BILL NUMBER 98 COMMITTEE SUBSTITUTE
EXHIBIT C**

Plat

**BOARD BILL NUMBER 98 COMMITTEE SUBSTITUTE
EXHIBIT D**

Appraisal Executive Summary

BOARD BILL FISCAL NOTE

(Board Bill Number 98 Committee Substitute)

Preparer's Name: Adam Layne, Treasurer, in his capacity as Supervisor of Parking Meters

Phone Number or Email Address (will be available publicly): laynead@stltreasurer.org

Bill Sponsor: Alderwoman Laura Keys

Bill Synopsis:	To authorize the issuance by the City of St. Louis, acting through the Treasurer, in his capacity as Supervisor of Parking Meters of a Parking Revenue Bond, Series 2026 (Tax-Exempt) (the " Project Bond ") for the purpose of financing the acquisition of certain real estate and the construction of improvements thereon. The aggregate par amount will not exceed Five Million Dollars.
Type of Impact:	The debt service costs associated with the Project Bond will be paid solely from Parking Revenues. No general revenue funds of the City will be used to pay debt service on the Project Bond.
Agencies Affected:	Treasurer, in his capacity as Supervisor of Parking Meters

SECTION A

Does this bill authorize:

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

An undertaking of a new service for which no funding is provided in the current adopted city budget? ____ Yes X No.

A commitment of city funding in the future under certain specified conditions? ____ Yes X No.

An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____ Yes X No.

An execution or initiation of an activity as a result of federal or state mandates or requirements? ____ Yes X No.

A capital improvement project that increases operating costs over the current adopted city budget? ____ Yes X No.

A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____ Yes X No.

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

SECTION B

Not applicable

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:

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:

- 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.

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

BOARD BILL NUMBER 98 FLOOR SUBSTITUTE
FISCAL NOTE

Preparer's Name: Adam Layne, Treasurer, in his capacity as Supervisor of Parking Meters

Phone Number or Email Address (will be available publicly): laynead@stltreasurer.org

Bill Sponsor: Alderwoman Laura Keys

Bill Synopsis:	To authorize the issuance by the City of St. Louis, acting through the Treasurer, in his capacity as Supervisor of Parking Meters of a Parking Revenue Bond, Series [2025] (Tax-Exempt) (the “ Project Bond ”) for the purpose of financing the acquisition of certain real estate and improvements. The aggregate par amount will not exceed Five Million Dollars.
Type of Impact:	The debt service costs associated with the Project Bond will be paid solely from Parking Revenues. No general revenue funds of the City will be used to pay debt service on the Project Bond.
Agencies Affected:	Treasurer, in his capacity as Supervisor of Parking Meters

SECTION A
Does this bill authorize:

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

An undertaking of a new service for which no funding is provided in the current adopted city budget? ___ Yes X No.

A commitment of city funding in the future under certain specified conditions? ___ Yes X No.

An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___ Yes X No.

An execution or initiation of an activity as a result of federal or state mandates or requirements? ___ Yes X No.

A capital improvement project that increases operating costs over the current adopted city budget? ___ Yes X No.

A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ___ Yes X No.

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

SECTION B

Not applicable

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:

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:

- 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.

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

TRUST INDENTURE

Dated as of December 1, 2006

Among

**THE CITY OF ST. LOUIS, MISSOURI,
Acting through the Treasurer of The City of St. Louis, Missouri
in his capacity as Supervisor of Parking Meters,**

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI,

And

**UMB BANK, N.A.,
as Trustee**

**THE CITY OF ST. LOUIS, MISSOURI
PARKING REVENUE BONDS**

TRUST INDENTURE

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Exhibit A - Form of Bonds
Exhibit B - City Agreement

* * *

TRUST INDENTURE

This **TRUST INDENTURE**, dated as of December 1, 2006 (the "**Indenture**"), is entered into among **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters (the "**Issuer**"), the **PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI**, a parking commission established pursuant to the hereinafter defined Act (the "**Parking Commission**"), and **UMB BANK, N.A.**, a national banking association duly organized and qualified under the laws of the United States to accept and administer the trusts hereby created and having a corporate trust office in St. Louis, Missouri, as corporate trustee (the "**Trustee**").

RECITALS

1. The Issuer is authorized pursuant to Section 82.470 *et seq.*, Revised Statutes of Missouri, as amended (the "**Act**"), to issue revenue bonds and pledge parking division and other revenues and assets, including real property and future income, for the purpose of capital improvements and debt service.
2. The Issuer has determined to issue its revenue bonds under this Indenture to finance and refinance certain parking facilities owned, leased or managed by the parking division of The City of St. Louis (collectively, the "**Projects**") and secure such revenue bonds by a pledge of, among other funds, the Pledged Revenues (as hereinafter defined) as provided in this Indenture.
3. The execution and delivery of this Indenture has been in all respects duly and validly authorized and approved by the Supervisor of Parking Meters, the Parking Commission and the Board of Aldermen of the City.
4. The Trustee is willing to accept the trusts provided for in this Indenture.
5. The Issuer, the Parking Commission and the Trustee agree as follows for the benefit of the others and for the benefit of the Owners of the Bonds issued pursuant to this Indenture.

GRANTING CLAUSES

In consideration of the terms of this Indenture and the purchase of the Bonds by the Owners and in order to secure the payment of the principal or Redemption Price of, and the interest on, the Bonds and to secure the performance of the covenants and obligations on its part contained in this Indenture and the Bonds, the Issuer hereby transfers in trust, assigns, pledges and grants a security interest to the Trustee and to its successors and assigns in trust forever, all right, title and interest of the Issuer in and to the following described property (the "**Trust Estate**"):

- (a) the proceeds of the sale of the Bonds;
- (b) the Pledged Revenues;
- (c) all right, title and interest of the Issuer in, to and under the City Agreement;

- (d) all money and securities in the Funds held by the Trustee under this Indenture (except for the Costs of Issuance Fund, the Rebate Fund and the Repair and Replacement Fund) including the investments thereof, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture; and
- (e) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Issuer or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every Owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners of the Bonds, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms.

For all purposes of this Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Indenture have the following meanings:

"Account" or "Accounts" means one or more of the separate accounts created in the Funds established in **Section 501** hereof.

"Accountant's Certificate" means a certificate signed by an independent certified public accountant or firm of independent certified public accountants of nationally recognized standing, selected by the Issuer, which may be the accountant or firm of accountants who regularly audit the books of the Parking Division.

"Accreted Value" means, with respect to any Capital Appreciation Bonds, (a) as of any Valuation Date, the amount specified as the value of such Bonds on such Valuation Date as set forth in the Supplemental Indenture authorizing such Bonds, and (b) as of any date other than a Valuation Date the sum of (i) the Accreted Value on the next preceding Valuation Date and (ii) the product of (A) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date and (B) the difference between the Accreted Values for such Valuation Dates.

"Act" means Section 82.470 *et seq.*, Revised Statutes of Missouri, as amended from time to time.

"Annual Budget" means the annual operating budget established for the Parking Division by the Supervisor of Parking Meters, reviewed by the Parking Commission and approved by the Board of Aldermen, as amended or supplemented, and in effect for a particular Fiscal Year as provided in the Act and **Section 707** hereof.

"Authorized Representative" means (a) the Supervisor of Parking Meters and (b) such other person or persons at the time designated to act on behalf of the Issuer in matters relating to this Indenture as evidenced by a written certificate furnished to the Trustee containing the specimen signature of such person or persons and signed by the Supervisor of Parking Meters.

"Balloon Bonds" means any Series or subseries of Bonds, other than a Series or subseries of Bonds that has a final maturity within one year of the original issue date of such Bonds, designated as "Balloon Bonds" by the Issuer in the Supplemental Indenture authorizing the issuance of such Series or subseries of Bonds.

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

"Bondowner", "Owner" or "Registered Owner" means the Person in whose name any Bond is registered as shown on the bond register kept by the Bond Registrar.

"Bond Registrar" means the Trustee and any other bank or trust company organized under the laws of any state of the United States of America or national banking association appointed by the Trustee to perform the duties of Bond Registrar enumerated in **Section 1011** hereof.

"Bonds" means bonds, notes or other obligations (other than Subordinated Indebtedness) authorized by and at any time issued, authenticated and Outstanding under this Indenture.

"Book-Entry System" means the book-entry system maintained by the Securities Depository described in **Section 309** hereof.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee is located are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or the Securities Depository is closed.

"Capital Appreciation Bonds" means any Bonds for which interest (a) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Series of Bonds, and (b) is payable only at the maturity of such Bonds, upon the redemption of such Bonds before maturity, or upon the conversion of such Bonds to Bonds with interest payable periodically in installments prior to maturity or prior to redemption or conversion before maturity.

"City" means The City of St. Louis, Missouri, a constitutional charter city and political subdivision.

"City Agreement" means the City Agreement dated as of December 1, 2006 executed by the City and attached hereto as **Exhibit B**.

"Commitment Indebtedness" means the obligation to repay amounts disbursed pursuant to a binding commitment from a Qualified Financial Institution (including a line of credit, letter of credit, standby bond purchase agreement, reimbursement agreement or similar credit or liquidity facility or arrangement established in connection with the issuance or incurrence of any Indebtedness) to refinance, pay, purchase or redeem when due, tendered or required to be paid, purchased or redeemed, other Indebtedness which was incurred or issued in accordance with the provisions of this Indenture, and the obligation to pay interest payable on amounts disbursed for such purposes, plus any fees payable to such financial institution for such commitment.

"Common Debt Service Reserve Account" means the Common Debt Service Reserve Account established in the Debt Service Reserve Fund in **Section 501** hereof.

"Common Debt Service Reserve Requirement" means, as of any date of calculation, with respect to the Covered Bonds, an amount equal to the least of (a) **10%** of the aggregate original principal amount (or "issue price", as computed for federal income tax purposes, if original issuance premium or discount is greater than **2%**) of the Covered Bonds, (b) Maximum Annual Debt Service on the Covered Bonds, and (c) **125%** of the average annual Debt Service Requirements on the Covered Bonds.

"Completion Indebtedness" means Long-Term Indebtedness incurred for the purpose of financing, without materially changing the scope thereof, (a) the completion of facilities for which Long-Term Indebtedness was previously incurred under the provisions of this Indenture, or (b) the improvement, replacement or substitutions for, or additions to, facilities for which Long-Term Indebtedness was previously incurred, necessitated by faulty design, damage to or destruction of such facilities.

"Consultant" means an independent consultant or firm of consultants, or an independent accountant or firm of independent accountants, selected by the Issuer and acceptable to the Trustee, that has skill and experience in the preparation of parking facility management studies and financial feasibility studies for use in connection with the financing and operation of parking facilities, and has a favorable reputation for such skill and experience.

"Costs of Issuance" means costs and expenses incurred in connection with the authorization, sale and issuance of a Series of Bonds described in the Internal Revenue Code, including but not limited to the following:

- (a) underwriter's fees (whether realized directly or derived through purchase of Bonds at a price below the price at which they are expected to be sold to the public);
- (b) counsel fees (including bond counsel, underwriter's counsel, Issuer's counsel, Trustee's counsel, counsel to the provider of a Qualified Credit Facility or Qualified Liquidity Facility, as well as any other specialized counsel fees incurred in connection with the borrowing);
- (c) financial advisor fees of any financial advisor or swap advisor to the Issuer or the Supervisor of Parking Meters incurred in connection with the issuance of the Bonds;

- (d) initial costs of the Qualified Credit Facility or Qualified Liquidity Facility, if any;
- (e) rating agency fees, if any;
- (f) trustee, escrow agent and paying agent fees;
- (g) accountant fees, feasibility consultant fees and other expenses related to issuance of the Bonds;
- (h) printing costs (for the Bonds and of the preliminary and final official statements relating to the Bonds); and
- (i) fees and expenses of the Issuer or the Supervisor of Parking Meters incurred in connection with the issuance of the Bonds.

"Costs of Issuance Fund" means the Costs of Issuance Fund established in **Section 501**.

"Costs of the Project" means all costs of the Issuer properly attributable to the acquisition, construction, improvement and equipping of a Project and all expenses preliminary and incidental thereto incurred by the Issuer in connection therewith and in the issuance of the Bonds, including payment to the Issuer of any amounts, if necessary, to reimburse advances and payments previously made or incurred for any item of Costs of the Project, including but not limited to:

- (a) all amounts payable in connection with the acquisition, construction, improving and equipping of a Project, including all costs and expenses incurred by the Issuer in connection with its development of a Project, and necessary contingency reserves;
- (b) planning and development costs, engineering fees, contractors' fees, costs of real property, labor, materials, equipment, supplies, insurance and surety bond costs, and legal and financing costs;
- (c) interest on the Bonds during the period of the acquisition, construction, improvement and equipping of a Project and for such period thereafter as may be permitted by law;
- (d) legally required or permitted federal, state and local taxes and payments in lieu of taxes incurred in connection with the acquisition and construction period of a Project;
- (e) any other costs and expenses during the acquisition and construction period of a Project, including fees and expenses of the Trustee and of professional services to comply with the requirements of the Internal Revenue Code; and
- (f) all other costs incurred in connection with, and properly chargeable to, the acquisition, construction, improvement and equipping of a Project and placing the same in operation.

"Covered Bond" or "Covered Bonds" means all Series of Bonds with respect to which the Issuer has specified pursuant to **Section 508** hereof and the Supplemental Indenture authorizing such Series of Bonds that such Series of Bonds will be secured by the Common Debt Service Reserve Account in the Debt Service Reserve Fund.

"Credit Facility Provider" means, with respect to a Series of Bonds, the provider of the Qualified Credit Facility with respect to such Series of Bonds, if any.

"Cupples Garage Project" means, collectively, (a) the 7-story, 752-space parking facility known as the Cupples Garage located at 435 S. 10th Street, within the political boundaries of the City, with an adjacent surface parking lot which provides 78 additional parking spaces, which is owned as of the date hereof by the Parking Commission Finance Corporation, and (b) three separate nearby surface parking lots which provide 202 additional parking spaces, which are leased as of the date hereof by the Parking Commission Finance Corporation.

"Debt Service Coverage Ratio" means, for the period of time for which calculated, the ratio determined by dividing (a) a numerator equal to the Pledged Revenues for such period by (b) a denominator equal to the Debt Service Requirements for all Outstanding Bonds and Parity Indebtedness for such period.

"Debt Service Fund" means the Debt Service Fund established in **Section 501**, and within such Fund a Series Debt Service Account to be established under the Supplemental Indenture for each Series of Bonds.

"Debt Service Requirements" means, for the period of time for which calculated and for the Bonds or Parity Indebtedness subject to such calculation, the aggregate principal payments (whether at maturity, or upon mandatory sinking fund redemption, mandatory prepayment or otherwise) and interest payments required to be made during such period on such Bonds or Parity Indebtedness; provided that:

(a) the amount of such payments for any future period shall be calculated in accordance with the assumptions contained in **Section 208** hereof; and

(b) such payments shall be excluded from Debt Service Requirements to the extent that such payments were paid or are payable from Escrowed Deposits, or from the proceeds of Refunding Indebtedness or other Long-Term Indebtedness or other amounts held under this Indenture for purposes of making such payments (e.g., accrued and capitalized interest).

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established in **Section 501**, and within such Fund the Common Debt Service Reserve Account and each Series Debt Service Reserve Account, if any, established under a Supplemental Indenture for a particular Series of Bonds.

"Debt Service Reserve Requirements" means the Common Debt Service Reserve Requirement and the Series Debt Service Reserve Requirements.

"Defeasance Obligations" means:

- (a) Cash.
- (b) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series "SLGs").
- (c) Direct obligations of the Treasury which have been stripped by the Treasury itself, as well as CATS, TIGRS and similar securities.

- (d) The interest component of Resolution Funding Corp. (REFCORP) strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form.
- (e) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
- (f) Obligations issued by the following agencies that are backed by the full faith and credit of the U.S.:
 - (1) U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership
 - (2) Farmers Home Administration (FmHA)
Certificates of beneficial ownership
 - (3) Federal Financing Bank
 - (3) General Services Administration
Participation certificates
 - (4) U.S. Maritime Administration
Guaranteed Title XI financing
 - (6) U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds;

provided that any such obligations described in (b) through (f) above are not subject to redemption prior to maturity or the date such obligations must be liquidated for their intended purposes.

"Depository" means any bank or trust company or national banking association that satisfies the requirements of **Section 601(b)** hereof, including the Trustee, selected by the Issuer and satisfactory to the Trustee as a depository of moneys and securities held under the provisions of this Indenture.

"Escrowed Deposits" means cash, including proceeds of Refunding Indebtedness or other Long-Term Indebtedness, or Defeasance Obligations (including, where appropriate, the earnings or other increment to accrue thereon) that are on deposit in an irrevocable escrow or trust account with the Trustee or a third party escrow agent and are required to be applied to pay all or a portion of the principal of and interest on, as the same shall become due, any Bonds or Indebtedness which would

otherwise be considered Outstanding and such amounts so required to be applied are sufficient to pay such principal and interest.

"Event of Default" means any of the events specified as Events of Default in **Section 901** hereof.

"Excluded Facilities" means all parking facilities, lots, garages, spaces or meters located within the City that:

- (a) are owned or leased by the Parking Commission Finance Corporation and operated by the Supervisor of Parking Meters pursuant to a Management Agreement between the Supervisor of Parking Meters and the Parking Commission Finance Corporation, including without limitation, the Cupples Garage Project;
- (b) (1) become owned in whole or in part, leased or managed by the Parking Division on a date subsequent to the date hereof, (2) have not generated any Parking Division Revenues prior to such date, (3) are designated by the Supervisor of Parking Meters as "Excluded Facilities" pursuant to this Indenture within **30** days of such date by written notice to the Trustee and (4) are not a Project; or
- (c) are designated by the Supervisor of Parking Meters as "Excluded Facilities" pursuant to this Indenture at any time by written notice to the Trustee, so long as such written notice is submitted to the Trustee together with an Issuer's Certificate demonstrating that the ratio determined by dividing (i) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available, less any portion of the Pledged Revenues for such Fiscal Years attributable to the property to be designated as an "Excluded Facility" (taking into account both revenues and expenses attributable to such property) , by (ii) a denominator equal to the Maximum Annual Debt Service with respect to all Bonds and Parity Indebtedness, is not less than **1.50**.

"Fiscal Year" means the annual **12-month** accounting period of the Issuer as from time to time in effect, initially a period commencing on July 1 of each year and ending on the next succeeding June 30.

"Fund" or **"Funds"** means one or more of the funds established pursuant to **Section 501** hereof, including the Project Fund, the Costs of Issuance Fund, the Revenue Fund, the Parking Trust Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Subordinated Indebtedness Fund, the Rebate Fund and the Repair and Replacement Fund, together with any additional funds established by a Supplemental Indenture pursuant to **Section 501** hereof.

"General Fund Bond Contribution" means, as of any date, the difference between (a) the sum of all payments or transfers made prior to such date from the General Fund Parking Revenues Account of the Revenue Fund pursuant to **Section 505(c)** and (b) the sum of all moneys paid to the Treasurer, as the City official charged with receiving and keeping the money of the City, for immediate deposit in the general fund of the City prior to such date pursuant to **Section 505(b)(9)** or **Section 506(b)**.

"General Fund Parking Revenues" means all monies collected by the PVB, the TVB or any other similar entity providing a similar function from the issuance, assessment or assignment of parking violation tickets, tags, fees, fines, charges, penalties or other similar revenues presently or in the future generated by and payable to the City for or in connection with the parking of motor vehicles that (a) are collected by employees, agents or representatives of the City other than the employees, agents or representatives of the Supervisor of Parking Meters and (b) would be deposited in the City's general fund if the provisions of this Indenture providing for the deposit of such monies into the Revenue Fund were not in effect.

"Indebtedness" means all indebtedness or obligations of the Issuer or the Parking Division for the repayment of borrowed money (including Bonds, capital leases and installment purchase contracts) payable out of revenues derived from the operation of the Parking System and shown as liabilities on the balance sheet of the Parking Division or which are properly capitalized on the balance sheet of the Parking Division in accordance with generally accepted accounting principles.

"Indenture" means this Trust Indenture as originally executed by the Issuer, the Parking Commission and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Investment Securities" means and includes any of the following securities which are at the time legal for investment of the Issuer's funds under applicable law and the investment policies adopted by the Treasurer:

- (a) Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.
- (b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):
 - (1) U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership
 - (2) Farmers Home Administration (FmHA)
Certificates of beneficial ownership
 - (3) Federal Financing Bank
 - (4) Federal Housing Administration (FHA)
Debentures

- (5) General Services Administration
Participation certificates
 - (6) Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA - guaranteed mortgage-backed bonds
GNMA - guaranteed pass-through obligations
 - (7) U.S. Maritime Administration
Guaranteed Title XI financing
 - (8) U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures - U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds
- (c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):
- (1) Federal Home Loan Bank System
Senior debt obligations
 - (2) Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation Certificates
Senior debt obligations
 - (3) Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations
 - (4) Resolution Funding Corp.
(REFCORP) obligations
 - (5) Farm Credit System
Consolidated system wide bonds and notes
- (d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAM-G, AAA-m, or AAm, and if rated by Moody's rated Aaa, Aa1, or Aa2.
- (e) Certificates of deposit secured at all times by collateral described in (a) and/or (b) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks (including the Trustee or any of its affiliates). The collateral must be held by the Trustee or a third party and the Trustee, on behalf of the Bondowners, must have a perfected first security interest in the collateral.
- (f) Certificates of deposit, savings accounts, deposit accounts or money market deposits that are fully insured by FDIC, including BIF and SAIF.

- (g) Investment agreements (including guaranteed investment contracts, forward purchase agreements and reserve fund put agreements) constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.
- (h) Commercial paper rated, at the time of purchase, "Prime - 1" by Moody's and "A-1" or better by S&P.
- (i) Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.
- (j) Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P.
- (k) Repurchase Agreements for an initial or renewal term of 30 days or less must follow the following criteria. Repurchase Agreements which exceed an initial or renewal term of 30 days must be acceptable to the Issuer and the provider(s) of any affected Qualified Credit Facility.
 - (1) Repos must be between the Issuer and a dealer bank or securities firm:
 - (A) Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by Standard & Poor's Corporation and Moody's Investor Services, or
 - (B) Banks rated "A" or above by Standard & Poor's Corporation and Moody's Investor Services.
 - (2) The written repo contract must include the following:
 - (A) Securities which are acceptable for transfer are:
 - (i) Direct U.S. governments, or
 - (ii) Federal agencies backed by the full faith and credit of the U.S. government (and direct obligations of FNMA & FHLMC if rated "Aaa" by Moody's and "AAA" by S&P)
 - (B) The initial or any renewal term of the repo may be up to 30 days
 - (C) The collateral must be delivered to the Issuer, the Trustee (if the Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(D) Valuation of Collateral:

- (i) The securities must be valued weekly, marked-to-market at current market price plus accrued interest
- (ii) The value of collateral must be equal to **103%** of the amount of cash transferred by the Issuer to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below **103%** of the value of the cash transferred by the Issuer, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal **105%**.

(3) Legal opinion which must be delivered to the Issuer:

- (A) Repo meets guidelines under state law for legal investment of public funds.
- (l) Such other investments permitted by a Supplemental Indenture that are rated in either of the two highest categories by a nationally recognized rating agency (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise) or that are approved in writing by the provider of a Qualified Credit Facility.

"Issuer" means the City, acting through the Treasurer of the City in his capacity as Supervisor of Parking Meters, and its successors and assigns.

"Issuer's Certificate" means a written certificate, written order or written request of the Issuer signed on behalf of the Issuer by an Authorized Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Issuer with respect to matters set forth therein, and which certificate in each instance, including the scope, form, substance and other aspects thereof, is acceptable to the Trustee.

"Long-Term Indebtedness" means (a) Indebtedness having an original stated maturity or term greater than one year, or (b) Indebtedness having an original stated maturity or term equal to or less than one year that is renewable or extendable at the option of the debtor for a period greater than one year from the date of original issuance or incurrence thereof, or with respect to which the Issuer has incurred Commitment Indebtedness that would refinance such Indebtedness for a period extending beyond one year from the date of original issuance or incurrence thereof.

"Maximum Annual Debt Service" means, for the Bonds or Parity Indebtedness subject to such calculation, the maximum amount of Debt Service Requirements on such Bonds or Parity Indebtedness as computed for the then current or any future Fiscal Year.

"Net Parking Division Revenues" means, for any period of calculation, the difference between (a) Parking Division Revenues for such period that are not attributable to the Projects, and (b) Operation and Maintenance Expenses for such period that are not attributable to the Projects.

"Net Project Operating Revenues" means, for any period of calculation, the difference between (a) all Parking Division Revenues for such period that are attributable to the Projects and (b) the Operation and Maintenance Expenses attributable to the Projects during such period.

"Net Project Revenues" means, for any period of calculation, the sum of (a) Net Project Operating Revenues with respect to such period and (b) Supplemental Project Revenues with respect to such period.

"Non-Recourse Indebtedness" means any Indebtedness secured by a mortgage, lien or security interest in an Excluded Facility and/or the income and revenues attributable to an Excluded Facility, the liability for which is effectively limited to such property, with no recourse to any other property of the Issuer or the Parking Division.

"Operation and Maintenance Expenses" means all of the reasonable, necessary and lawful costs and expenses payable by the Parking Division relating to the operation, maintenance, administration and monitoring of the Parking System and the enforcement of parking statutes and ordinances incurred in any particular Fiscal Year or period to which said term is applicable or charges made therefor during such Fiscal Year or period, including amounts reasonably required to be set aside in reserves for items of operation and maintenance expenses the payment of which is not then immediately required. Operation and Maintenance Expenses shall not include (a) items that are capitalized pursuant to then existing accounting practices of the Issuer, (b) any amounts transferred by the Supervisor of Parking Meters to the general fund of the City pursuant to the Act during such period, (c) depreciation and amortization or (d) payments with respect to Bonds, Parity Indebtedness or Subordinated Indebtedness.

"Opinion of Bond Counsel" means a written opinion of Gilmore & Bell, P.C., or other legal counsel selected by the Issuer who is nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations, addressed and delivered to the Issuer and the Trustee.

"Opinion of Counsel" means a written opinion of legal counsel having expertise in the matters covered in such opinion, selected by the Issuer. Any Opinion of Counsel may be based, insofar as it relates to factual matters or information which is in the possession of the Issuer, upon an Issuer's Certificate, unless such counsel knows, or in the exercise of reasonable care should know, that such Issuer's Certificate is erroneous.

"Outstanding" means, as of the date of determination (subject to the provisions of **Section 1302** hereof), all Bonds theretofore authenticated and delivered under this Indenture, except the following:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in **Section 308** hereof;
- (b) Bonds for whose payment or redemption money or Defeasance Obligations in the necessary amount has been deposited with the Trustee in trust for the Owners of such Bonds as provided in **Section 1201** hereof, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture; and
- (d) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 307** hereof.

"Parity Indebtedness" means Indebtedness that is incurred by the Issuer or the Parking Division pursuant to **Section 709** hereof and is on a parity with the Bonds pursuant to the provisions of **Section 709** hereof.

"Parity Indebtedness Account" means the Parity Indebtedness Account created within the Debt Service Fund pursuant to **Section 501** hereof.

"Parking Commission" means the Parking Commission of the City established pursuant to the Act.

"Parking Commission Finance Corporation" means the City of St. Louis Parking Commission Finance Corporation, a Missouri nonprofit corporation.

"Parking Division" means the Parking Division of the City established pursuant to the Act.

"Parking Division Bond Contribution" means, as of any date, the difference between (a) the sum of all payments or transfers made prior to such date from the Net Parking Division Revenues Account of the Revenue Fund pursuant to **Section 505(c)** and (b) the sum of all moneys paid to the Supervisor of Parking Meters prior to such date pursuant to **Section 505(b)(9)** or **Section 506(b)**.

"Parking Division Revenues" means:

- (a) all monies derived from the issuance, assessment or assignment of fees, fines, tickets, tags, charges, penalties, interest earnings or other similar revenues by employees, agents or representatives of the Supervisor of Parking Meters (including employees, agents or representatives of the Parking Division and any parking violation enforcement division established by the Supervisor of Parking Meters), presently or in the future generated by and payable to the Supervisor of Parking Meters for or in connection with the parking of motor vehicles on streets or in or on present or future off-street and on-street parking lots, areas, garages or other similar facilities, including parking fees, meter collections, parking violations, fines, penalties, permit fees and administrative costs;
- (b) lease revenue from tenants leasing a portion of the Parking System and any other revenues, rents, income, receipts and other moneys received by the Parking Division from and in connection with the operation of the Parking System; and
- (c) the proceeds of insurance covering business interruption loss relating to the Parking System.

Parking Division Revenues shall not include: (1) any revenues, rents, income, receipts and other moneys received by the Parking Division from and in connection with the operation of Excluded Facilities; (2) amounts received by the Issuer as a result of the sale of any portion of the Parking System that is duly conveyed to a third party by the Issuer; (3) insurance proceeds resulting

from casualty damage to the Parking System (other than proceeds of any business interruption loss insurance); (4) the proceeds from the sale of the Bonds; (5) interest and other investment income received or to be received on any moneys or securities held pursuant to an indenture of trust entered into by the Issuer with respect to bonds, notes or other evidences of indebtedness payable on a basis subordinate to the Bonds, except to the extent that the Issuer specifies in a Supplemental Indenture that such interest and other investment income shall constitute Parking Division Revenues; (6) amounts received by or on behalf of the Issuer pursuant to any Qualified Swap Facility, except to the extent that the Issuer specifies in a Supplemental Indenture that such amounts shall constitute Parking Division Revenues; (7) amounts received by or on behalf of the Issuer pursuant to a Qualified Credit Facility, except to the extent that the Issuer specifies in a Supplemental Indenture that such amounts shall constitute Parking Division Revenues; or (8) moneys that are not derived from the activities listed in clauses (a) through (c) above but are nonetheless pledged to the repayment of the Bonds in a Supplemental Indenture pursuant to clause (e) of the definition of "Pledged Revenues."

"Parking Meter Fund" means the parking meter fund established and maintained by the Supervisor of Parking Meters pursuant to the Act, into which all Parking Division Revenues are deposited as provided in the Act.

"Parking System" means all public parking facilities, lots, garages, spaces, and meters that are owned in whole or in part, leased or managed by the Parking Division as provided in the Act, and all other assets owned in whole or in part by the Parking Division; provided, however, that, for purposes of this Indenture, the Parking System shall not include the Excluded Facilities.

"Parking Trust Fund" means the Parking Trust Fund established by the Trustee pursuant to **Section 501** hereof, and within such Fund the General Account, the Net Parking Division Revenues Account and the General Fund Parking Revenues Account.

"Parking Trust Fund Requirement" means, as of any date of calculation, an amount equal to one-half of the Maximum Annual Debt Service for the Bonds then Outstanding. An increase or decrease in the Maximum Annual Debt Service for the Bonds shall result in an increase or decrease, respectively, in the Parking Trust Fund Requirement.

"Paying Agent" means the Trustee, any other bank or trust company or national banking association designated as Paying Agent for the Bonds of any Series, and its successor or successors hereinafter appointed in the manner provided in **Section 1011** hereof.

"Permitted Encumbrances" means, with respect to any portion of the Parking System, as of any particular time, the following:

- (a) liens for taxes, assessments, and other governmental charges not delinquent, or if delinquent are being contested in good faith by appropriate proceedings and as to which the Parking Division shall have set aside on its books adequate reserves with respect thereto;
- (b) mechanic's, laborer's, materialman's, supplier's or vendor's liens not filed of record and similar charges not delinquent, or if filed of record are being contested in good faith and have not proceeded to judgment and as to which the Parking Division shall have set aside on its books adequate reserves with respect thereto;

- (c) liens in respect of judgments or awards with respect to which the Issuer or the Parking Division is in good faith currently prosecuting an appeal or proceedings for review, and with respect to which the Issuer or the Parking Division shall have secured a stay of execution pending such appeal or proceedings for review, provided the Parking Division shall have set aside on its books adequate reserves with respect thereto;
- (d) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions that do not materially affect the marketability of title to such property and do not in the aggregate materially impair the use of such property for the purposes for which it is held;
- (e) such minor defects and irregularities of title as normally exist with respect to property similar in character to the property affected thereby and which do not materially affect the marketability of title to or value of such property and do not materially impair the use of such property for the purposes for which it is held;
- (f) zoning laws, ordinances or regulations and similar restrictions that are not violated by the property affected thereby;
- (g) statutory liens and rights of setoff granted to banks or other financial institutions with respect to funds on deposit in the ordinary course of business;
- (h) liens arising by reason of good faith deposits with the Issuer or the Parking Division in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money);
- (i) liens existing on property at the time of its acquisition by the Issuer or the Parking Division through purchase, lease or otherwise; provided, that no such lien may be increased, extended, renewed, or modified after such date to apply to any property of the Issuer or the Parking Division not subject to such lien on such date unless such lien as so increased, extended, renewed or modified otherwise qualifies as a Permitted Encumbrance;
- (j) leases, under which the Issuer or the Parking Division is the lessor, that relate to property of the Issuer or Parking Division that is of a type that is customarily the subject of such leases, provided that in the event that any such lease relates to a Project, an Opinion of Bond Counsel to the effect that the execution of such lease will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for federal income tax purposes shall be delivered to the Trustee prior to the execution of such lease;
- (k) purchase money mortgages, security interests, and liens securing Purchase Money Indebtedness, placed upon property in order to obtain the use of such property or to secure a portion of the purchase price thereof;
- (l) liens on property securing Commitment Indebtedness issued in support of any Long-Term Indebtedness which are equal in rank and priority with or subordinate to the liens granted to secure such Long-Term Indebtedness;

- (m) liens on property securing Parity Indebtedness, provided that a parity lien on the same property is granted to secure all Bonds;
- (n) liens on property securing Subordinated Indebtedness, provided that a superior lien on the same property is granted to secure all Bonds;
- (o) liens on property which are existing at the date of this Indenture; provided that no such lien (or the amount of Indebtedness secured thereby) may be increased, extended, renewed or modified to apply to any property of the Issuer or the Parking Division not subject to such lien on such date unless such lien as so increased, extended, renewed or modified otherwise qualifies as a Permitted Encumbrance;
- (p) any other lien or encumbrance created or incurred in the ordinary course of business which does not secure, directly or indirectly, the repayment of borrowed money or the payment of installment sales contracts or capital leases and which, individually or in the aggregate, does not materially impair the value or the utility of the property subject to such lien or encumbrance; and
- (q) any other liens on property approved in writing by the owners of all of the Bonds.

"Permitted Transfer" means, with respect to any portion of the Parking System or any property essential to the proper operation of the Parking System or to the maintenance of the Parking Division Revenues, as of any particular time, any of the following:

- (a) a transfer of property to any Person in the ordinary course of business;
- (b) the disposal of property, or a transfer of property to any Person, if in the reasonable judgment of the Supervisor of Parking Meters, such property has, or within the next succeeding 12 calendar months is reasonably expected to, become inadequate, obsolete or worn out, or otherwise unsuitable, unprofitable, undesirable or unnecessary for the operation of the Parking Division's primary business;
- (c) a transfer of property other than a Project to any Person if in the reasonable judgment of the Supervisor of Parking Meters, the property to be transferred is not essential to the Parking Division's primary business operation, and the proceeds of such transfer are used to acquire additional facilities that will become a part of the Parking System or are essential to the proper operation of the Parking System or to the maintenance of the Parking Division Revenues, to repay the principal of Long-Term Indebtedness of the Issuer, or otherwise used in a productive manner to the benefit of the Parking Division's operations; and
- (d) a retirement or removal from service of any property, including the removal of parking meters or the closure of a parking facility, if in the reasonable judgment of the Supervisor of Parking Meters, such property is no longer essential or appropriate for the operation of the Parking System and such retirement or removal from service is authorized by the Parking Commission based on a finding that such action will not materially adversely affect Pledged Revenues.

"Person" or "person" means any natural person, firm, association, corporation, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Pledged Revenues" means, collectively, (a) Net Project Revenues, (b) Net Parking Division Revenues, (c) General Fund Parking Revenues, (d) interest and other investment income received or to be received on any moneys or securities held pursuant to this Indenture and required to be paid into the Revenue Fund and (e) any other amounts pledged to the repayment of the Bonds or a portion thereof in a Supplemental Indenture.

"Principal Installment" means, with respect to any Series of Bonds, (a) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for Bonds of such Series.

"Project" or "Projects" means any facility or facilities constituting a part of the Parking System that are financed or refinanced in whole or in part with proceeds of Bonds, and all substitutions therefor, additions thereto and replacements thereof, including the land, lots and attendant easements and rights of way relating thereto.

"Project Fund" means the Project Fund established in **Section 501**, and within such Fund a separate Series Project Account for each Series of Bonds that finances Costs of the Project established pursuant to **Section 501** hereof and the Supplemental Indenture authorizing each Series of Bonds.

"Project Insurance Proceeds" means insurance proceeds (other than proceeds of any business interruption loss insurance) paid to the Issuer or the Trustee on account of the damage or destruction of any portion of a Project following the completion of the acquisition and construction of such Project.

"Project Sale Proceeds" means amounts received by the Issuer as a result of the sale, transfer or assignment of any Project or portion thereof duly conveyed to a third party by the Issuer.

"Prudent Practice" means, as of any particular time, any of the practices, methods and acts engaged in or approved by a significant portion of the parking industry at such time, or which, in the exercise of reasonable judgment in light of facts known at such time, could have been expected to accomplish the desired results at a reasonable cost consistent with good business practices, reliability, safety and expedience. Prudent Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others or to be limited to the lowest-cost practice, method or act, but rather to be a spectrum of possible practices, methods and acts.

"Purchase Money Indebtedness" means Indebtedness incurred pursuant to a purchase money contract, conditional sale agreement, installment purchase contract, capitalized lease, or other similar debt or title retention agreement in connection with the acquisition of real or personal property and secured by a purchase money mortgage, security interest or lien with respect to the property acquired by the Parking Division, where the lien of the seller or lender under such agreement is limited to such property.

"PVB" means the Parking Violations Bureau of the City, a bureau within the office of the Supervisor of Parking Meters.

"Qualified Credit Facility" means with respect to any Bonds or Series of Bonds, an insurance policy, surety bond, letter of credit, line of credit or other form of credit enhancement in favor of the Owners of such Bonds, issued by a bank, trust company, national banking association, insurance company or other credit enhancer with a credit rating in one of the two highest rating categories of any nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise), for the purpose of providing a source of funds for the payment of all or a portion of the principal of and interest on such Bonds when due.

"Qualified Financial Institution" means a bank, trust company, national banking association, insurance company or other financial services company or entity, approved by each Credit Facility Provider and whose unsecured long term debt obligations (in the case of a bank, trust company, national banking association or other financial services company or entity) or whose claims paying abilities (in the case of an insurance company) are rated in one of the two highest rating categories by a nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise).

"Qualified Liquidity Facility" means with respect to any Bonds or Series of Bonds, a letter of credit, line of credit, standby bond purchase agreement, or other liquidity facility or arrangement for liquidity support in favor of the Owners of such Bonds, issued by a bank, trust company, national banking association or other liquidity provider with a credit rating in one of the two highest rating categories of any nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise), for the purpose of providing a source of funds for the payment of all or a portion of the purchase price of such Bonds that are tendered for purchase by the Owners thereof.

"Qualified Reserve Facility" means with respect to any Bonds or Series of Bonds, a letter of credit, surety bond or similar instrument issued by a bank, insurance company or other financial institution with a credit rating in one of the two highest rating categories (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise) by any nationally recognized rating service, for the purpose of satisfying all or any portion of the Debt Service Reserve Requirement with respect to a Series of Bonds.

"Qualified Swap Facility" means with respect to any Bonds or Series of Bonds, an interest rate exchange, hedge or similar agreement or facility entered into by the Issuer and a counterparty who is a member of the International Swap Dealers Association, pursuant to which the Issuer is obligated to make interest-like payments to or on behalf of another Person (based on a specific rate or formula for interest) and that Person is obligated to make similar interest-like payments to or on behalf of the Issuer (based on a different rate of, or formula for, interest), with neither party obligated to repay any principal, which agreement:

- (a) may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g., a call, put, cap, floor or collar); and
- (b) does not constitute an obligation to repay money borrowed, credit extended or the equivalent thereof;

provided that either (1) the credit rating of the swap counterparty (or any guarantor thereof) is in one of the two highest rating categories of any nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise), or (2) if such

Bonds are secured by a Qualified Credit Facility, such Qualified Swap Facility is approved in writing by the provider of such Qualified Credit Facility.

"Rebate Fund" means the Rebate Fund established in **Section 501**, and within such Fund a separate Series Rebate Account established with respect to each Series of Bonds the interest on which is intended to be tax-exempt for the purpose of facilitating compliance with Section 148 of the Internal Revenue Code.

"Record Date" means, with respect to any interest payment date for any Series of Bonds, the date specified as the Record Date in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

"Redemption Price" means, with respect to any Bond, the principal thereof plus the applicable redemption premium, if any, payable upon redemption thereof.

"Refunding Bonds" means any Series of Bonds issued, authenticated and delivered on original issuance pursuant to **Section 203**, for the purpose of refunding other Indebtedness of the Issuer (including bonds commonly referred to as current refunding bonds, advance refunding bonds or cross-over refunding bonds where the proceeds of such Refunding Bonds are deposited in an irrevocable escrow or trust account to secure the payment on the applicable payment dates of the interest on and principal or Redemption Price of such bonds being refunded and/or such Refunding Bonds).

"Refunding Indebtedness" means Long-Term Indebtedness issued for the purpose of refunding other Long-Term Indebtedness (including Long-Term Indebtedness commonly referred to as current refunding indebtedness, advance refunding indebtedness or cross-over refunding indebtedness where the proceeds of such Refunding Indebtedness are deposited in an irrevocable escrow or trust account to secure the payment on the applicable payment dates of the interest and principal on such Refunding Indebtedness and/or the Indebtedness being refunded).

"Reimbursement Obligation" means any amounts payable by the Issuer to reimburse or repay the provider of a Qualified Credit Facility, a Qualified Liquidity Facility or a Qualified Reserve Facility for amounts paid or advanced thereunder in connection with any Bonds, to refinance, pay, purchase or redeem when due, tendered or required to be paid, purchased or redeemed, Bonds under this Indenture, and the obligation of the Issuer to pay interest payable on amounts disbursed for such purposes, plus any fees payable to the provider of such Qualified Credit Facility, Qualified Liquidity Facility or Qualified Reserve Facility.

"Repair and Replacement Fund" means the Repair and Replacement Fund established in **Section 501** hereof.

"Repair and Replacement Requirement" means the amount specified by the Issuer to the Trustee in writing, which shall be based upon the recommendation of a Consultant, which amount shall be reviewed at least once every three years by a Consultant and shall be modified by written notice to the Trustee in accordance with the recommendations of such Consultant.

"Required Interest" means, as of any date of calculation, with respect to a Series of Bonds or any Parity Indebtedness, the sum of (a) the interest on such Series of Bonds or such Parity Indebtedness that has accrued and is unpaid as of the date of calculation and (b) the interest on such Series of Bonds or such Parity Indebtedness that will accrue during the period commencing on the

date of calculation and ending on the interest payment date immediately preceding the date that is six months from the date of calculation. In determining the Required Interest on any Variable Rate Bonds or Parity Indebtedness bearing interest at a variable rate, the interest rate on such Variable Rate Bonds or Parity Indebtedness for any period prior to the date of calculation or for which the interest rate has been determined shall be the actual interest rate payable during such period, and the interest rate on such Variable Rate Bonds or Parity Indebtedness for any period for which the actual interest rate cannot be determined shall be the interest rate then in effect for such Variable Rate Bonds or Parity Indebtedness plus **50** basis points.

"Required Principal" means, as of any date of calculation, with respect to a Series of Bonds or any Parity Indebtedness, the sum of (a) all Principal Installments of such Series of Bonds or principal payments with respect to such Parity Indebtedness that are due and are unpaid as of the date of calculation and (b) that portion of the next due and payable Principal Installment for such Series of Bonds or principal payments with respect to such Parity Indebtedness occurring not later than 12 months after the date of calculation that represents: (1) if such Principal Installment or principal payment is due more than six months after the date of calculation, 50% of the amount of such next due and payable Principal Installment or principal payment or (2) if such Principal Installment or principal payment occurs not later than 6 months after the date of calculation, the amount of such next due and payable Principal Installment or principal payment.

"Revenue Fund" means the Fund by that name established pursuant to **Section 501** hereof, and within such Fund the General Account, the Net Parking Division Revenues Account and the General Fund Parking Revenues Account.

"Securities Depository" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, acting as securities depository under a Book-Entry System.

"Series" means all of the Bonds designated as being of the same Series authenticated and delivered on original issuance and identified pursuant to this Indenture and the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Indenture.

"Series Debt Service Account" means, with respect to any Series of Bonds, the Debt Service Account created within the Debt Service Fund pursuant to **Section 501** hereof and the Supplemental Indenture authorizing such Series of Bonds.

"Series Debt Service Reserve Account" means, with respect to any Series of Bonds that are not Covered Bonds, the Series Debt Service Reserve Account, if any, created within the Debt Service Reserve Fund pursuant to **Section 501** hereof and the Supplemental Indenture authorizing such Series of Bonds.

"Series Debt Service Reserve Requirement" means, as of any date of calculation, with respect to any Series of Bonds that are not Covered Bonds, an amount equal to the least of (a) **10%** of the aggregate original principal amount (or "issue price", as computed for federal income tax purposes, if original issuance premium or discount is greater than **2%**) of such Series of Bonds, (b) Maximum Annual Debt Service on such Series of Bonds, and (c) **125%** of the average annual Debt Service Requirements for such Series of Bonds.

"Series Project Account" means, with respect to any Series of Bonds, the Project Account created within the Project Fund pursuant to **Section 501** hereof and the Supplemental Indenture authorizing such Series of Bonds.

"Short-Term Indebtedness" means Indebtedness having an original maturity less than or equal to one year from the date of original incurrence thereof, and not renewable or extendible at the option of the obligor thereon for a term greater than one year beyond the date of original issuance.

"Sinking Fund Installment" means, with respect to any Series of Bonds, a principal amount of such Series of Bonds that is subject to mandatory redemption prior to maturity on a specified date, as provided in the Supplemental Indenture authorizing such Series of Bonds.

"Subordinated Indebtedness Fund" means the Fund by that name established pursuant to **Section 501**.

"Subordinated Indebtedness" means any bond, note or other Indebtedness which is expressly made subordinate and junior in right of payment to the Bonds and which complies with the provisions of **Section 204**. Subordinated Indebtedness shall not be, nor shall be deemed to be, Bonds for purposes hereof, except as may be expressly provided by Supplemental Indenture.

"Supervisor of Parking Meters" means the Treasurer of the City, acting in his capacity as Supervisor of Parking Meters pursuant to the Act and under the designation Supervisor of Parking Meters pursuant to any valid City Ordinance.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the Issuer and the Trustee pursuant to **Article X** hereof.

"Supplemental Project Revenues" means, for any period of calculation, all revenues relating to a Project that are received by the Issuer or the Trustee during such period, including but not limited to tax revenues received in connection with a tax increment financing district or a transportation development district, that (a) do not constitute Project Operating Revenues and (b) are pledged to the repayment of the Bonds or a portion thereof pursuant to a Supplemental Indenture.

"Total Operating Revenues" means the aggregate operating revenues of the Parking Division for the most recent Fiscal Year for which audited financial statements are available, which shall include the Parking Division Revenues with respect to such Fiscal Year as well as the revenues excluded from the definition of "Parking Division Revenues" in clauses (1), (5) and (8) thereof with respect to such Fiscal Year.

"Treasurer" means the Treasurer of the City, acting in his capacity as the head of the treasury division of the City pursuant to Article XV, Section 24 of the City Charter, as amended.

"Trustee" means UMB Bank, N.A., and its successors and assigns, and any other corporation or association which may at any time be substituted in its place as provided in this Indenture.

"Trust Estate" means the property described as the Trust Estate in the Granting Clauses hereof.

"TVB" means the Traffic Violation Bureau of the City, a bureau of the City's Municipal Court that is administered by the Clerk of the Court.

"Valuation Date" means, with respect to any Capital Appreciation Bonds, the date or dates for which specific Accreted Values are assigned to the Capital Appreciation Bonds as set forth in the Supplemental Indenture relating to such Bonds.

"Variable Rate Bonds" means Bonds that provide for interest to be payable thereon at a rate per annum that may vary from time to time over the term thereof in accordance with procedures provided in the Supplemental Indenture with respect to such Bonds and which for any future period of time is not susceptible of precise determination.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (e) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (f) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS AND SUBORDINATED INDEBTEDNESS

Section 201. Authorization of Bonds.

The Issuer is authorized to issue Bonds in one or more Series from time to time under this Indenture and pursuant to one or more Supplemental Indentures for the purpose of (a) paying all or a portion of the Costs of the Project, (b) refunding all or a portion of one or more Series of Bonds then Outstanding or all or a portion of any Indebtedness issued or incurred by the Issuer to finance a portion of the Parking System, (c) funding reserve deposits and capitalized interest with respect to such Bonds and/or (d) paying Costs of Issuance. The number of Series of Bonds and the aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this

Indenture is not limited except as may hereafter be provided in this Indenture or as may be limited by law. A Series of Bonds may be issued in one or more subseries.

The Bonds, if and when authorized by the Issuer pursuant to one or more Supplemental Indentures, may be issued in one or more Series, shall be designated "**Parking Revenue Bonds**", and in addition shall include such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

One or more Series of Bonds may be authenticated and delivered upon original issuance from time to time in such principal amount for each such Series as may be determined by the Issuer for an authorized purpose. Each such Series shall be in such principal amount which, when taken together with funds previously used, funds then legally available, or funds to be obtained in the future for such authorized purpose, will provide the Issuer with sufficient funds to pay the estimated Costs of the Project with respect to the Project being financed, or the costs of refunding any Bonds, as shall be set forth in an Issuer's Certificate furnished pursuant to **Section 202(g)**.

Any Bonds may be issued as Capital Appreciation Bonds pursuant to the terms of the Supplemental Indenture authorizing such Bonds. Whenever the term "principal amount" is used in this Indenture, other than in connection with the original principal amount of a Series of Bonds, such term shall mean "Accreted Value" as of the relevant date when such term is used in connection with Capital Appreciation Bonds.

The proceeds, including accrued interest, of each Series of Bonds shall be applied simultaneously with the delivery of such Bonds as shall be provided in the Supplemental Indenture authorizing such Series.

Nothing contained in this Indenture shall prevent the issuance, authentication and delivery of one or more Series of Bonds for any combination of the authorized purposes set forth above in this Section, if so directed by the Issuer, pursuant to a Supplemental Indenture; provided that each of the tests, conditions and other requirements contained in **Sections 202** and **203** and **Article VII**, as applicable to each such separate Series, shall be met and complied with. Except as otherwise provided in this Section or in such Supplemental Indenture, such a consolidated Series shall be treated as a single Series for all purposes of this Indenture.

Each Bond shall recite in substance that it, including the interest thereon, is a special obligation of the Issuer and is payable solely from the Pledged Revenues and other funds pledged for the payment thereof under this Indenture, and that it does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations or provisions, and that the Bonds are not obligations of the State of Missouri, or any other political subdivision of the State of Missouri (other than the Issuer) and neither the faith and credit nor the taxing or appropriation power of the State of Missouri or any political subdivision thereof is pledged to the payment of the Bonds.

Section 202. General Provisions for Issuance of Bonds.

The Bonds of each Series shall be executed by the Issuer for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered by the

Trustee to or upon the order of the Issuer, but only upon compliance with the conditions set forth in this Indenture and upon the receipt by the Trustee of:

- (a) A copy, certified by an authorized officer of the City, of the ordinance or ordinances adopted by the Board of Aldermen authorizing the execution of this Indenture, the issuance of such Series of Bonds and the execution of the Supplemental Indenture and other agreements with respect to such Series of Bonds;
- (b) A copy, certified by the Supervisor of Parking Meters, of the resolution or resolutions adopted by the Parking Commission authorizing the execution of this Indenture, the issuance of such Series of Bonds and the execution of the Supplemental Indenture and other agreements with respect to such Series of Bonds;
- (c) An original executed counterpart of this Indenture, executed by the Issuer, the Parking Commission and the Trustee;
- (d) An original executed counterpart of the Supplemental Indenture authorizing each Series of Bonds executed by the Issuer, the Parking Commission and the Trustee, which shall, among other provisions, specify:
 - (1) the Series, authorized principal amount, and designation of such Bonds;
 - (2) the purpose or purposes for which such Series of Bonds is being issued, which shall be an authorized purpose specified in **Section 201** or any combination of such purposes, including a description of the Project for which the proceeds of such Series of Bonds will be applied, or in the case of a Series of Refunding Bonds, specifying the Indebtedness of the Issuer to be refunded;
 - (3) the dated date, and the maturity date or dates and the Principal Installments for the Bonds of such Series;
 - (4) the interest rate or rates, if any, the Record Date and the interest payment dates therefor, and, with respect to Variable Rate Bonds, the method of determining the variable interest rates, and the method of determining the interest payment dates thereof;
 - (5) the authorized denominations of, and the manner of dating, numbering and lettering, the Bonds of such Series;
 - (6) the Paying Agent or Paying Agents, Bond Registrar or Bond Registrars, and the place or places of payment of the principal or Redemption Price of, and interest on, the Bonds of such Series;
 - (7) the Redemption Price or prices, if any, and, subject to **Article IV**, the redemption terms for the Bonds of such Series;
 - (8) the amount and due date of each Sinking Fund Installment, if any, for Bonds of like maturity of such Series;

- (9) with respect to Variable Rate Bonds, terms upon which such Bonds may be optionally or shall be mandatorily tendered for purchase by the Owners thereof and provisions with respect to any Qualified Liquidity Facility to provide a source of funds for payment of the purchase price of Bonds tendered for purchase and that are not remarketed and provisions for the appointment of such remarketing agents, tender agents or other agents as the Issuer may determine;
- (10) the amount (or the method of determining the amount), if any, to be deposited from the proceeds of such Series of Bonds in the Series Debt Service Account in the Debt Service Fund with respect to such Series of Bonds and provisions for the application thereof to the payment of all or a portion of the interest on such Series of Bonds accrued and to accrue to the estimated completion date of the Project to be financed with the proceeds of such Series of Bonds, plus interest to accrue on such Series of Bonds after such estimated completion date for up to one year (or such different period as may then be permitted by law);
- (11) whether such Series of Bonds are to be covered by the Debt Service Reserve Fund provisions designating the Common Debt Service Reserve Account or relating to the establishment of a separate Series Debt Service Reserve Account for such Series of Bonds in the Debt Service Reserve Fund as provided in **Section 508**; and the amount, if any, to be deposited from the proceeds of such Series of Bonds in such Common Debt Service Reserve Account or Series Debt Service Reserve Account in the Debt Service Reserve Fund;
- (12) the amount to be deposited from the proceeds of such Series of Bonds or from other legally available sources in the Repair and Replacement Fund and the Project Fund;
- (13) the forms of the Bonds of such Series, and of the Trustee's certificate of authentication, which forms shall be, respectively, substantially in the forms set forth in **Exhibit A**, with such variations, omissions and insertions as are required or permitted by the Act or this Indenture;
- (14) to the extent applicable, the provisions relating to the authorization of the delivery to the Trustee of one or more Qualified Credit Facilities, Qualified Liquidity Facilities, Qualified Reserve Facilities or Qualified Swap Facilities, if any, with respect to such Series of Bonds and the execution and delivery of any agreements deemed necessary in connection therewith and establishing the priority of payments with respect thereto under this Indenture consistent with the provisions of this Indenture;
- (15) any further provisions or covenants by the Issuer, including provisions relating to the sale of the Bonds of such Series, required by the purchaser of such Bonds and deemed necessary or desirable by the Issuer in connection with the sale of such Series of Bonds; and

- (16) such other matters, not contrary to or inconsistent with this Indenture, as the Issuer may deem advisable or necessary in connection with the authorization, issuance, sale, or delivery of such Series of Bonds.
- (e) Executed or certified copy of the purchase agreement or agreements relating to the sale of such Series of Bonds;
- (f) Executed or certified copies of each Qualified Credit Facility, Qualified Liquidity Facility, Qualified Reserve Facility and Qualified Swap Facility, if any, authorized by the Supplemental Indenture with respect to such Series of Bonds;
- (g) An Issuer's Certificate that contains the following:
 - (1) the estimated Costs of the Project with respect to the Project being financed by such Series of Bonds or the costs of refunding the Indebtedness of the Issuer to be refunded;
 - (2) a statement of the authorized purpose of such Series of Bonds, and that such Series is in such principal amount which, when taken together with funds previously used, funds then legally available, or funds to be obtained in the future for such authorized purpose, will provide the Issuer with sufficient funds to pay the estimated Costs of the Project of the Project being financed by such Series of Bonds, or the costs of refunding the applicable Indebtedness of the Issuer;
 - (3) except in the case of the initial Series of Bonds issued under this Indenture and any Series of Refunding Bonds, a statement that, upon the authentication and delivery of the Bonds of such Series, no Event of Default has occurred and is then continuing under this Indenture and no event has or will have occurred which, with the passage of time or the giving of notice, or both, would give rise to an Event of Default under this Indenture;
 - (4) a statement that the issuance of such Series of Bonds complies with the requirements of this Indenture;
 - (5) except in the case of any Series of Refunding Bonds that is being issued to refund Outstanding Bonds and that does not cause the Maximum Annual Debt Service on the Bonds to increase by more than 5%,
 - (A) evidence demonstrating that the Debt Service Coverage Ratio, excluding the Bonds proposed to be issued, for the most recent Fiscal Year for which audited financial statements are available was not less than 1.35; and
 - (B) (i) evidence demonstrating that the ratio determined by dividing (x) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available by (y) a denominator equal to the Maximum Annual Debt Service with respect to all Outstanding Bonds and Parity Indebtedness after giving

effect to the Bonds proposed to be issued, is not less than 1.35; or

- (ii) if such Bonds are being issued in connection with the financing of a Project, evidence demonstrating that the ratio determined by dividing (x) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available, plus the Project Revenues projected to be generated by the facilities to be financed with the proceeds of the proposed Bonds during the Fiscal Year immediately succeeding the projected completion date of such facilities as projected in a written report of a Consultant provided to the Trustee, by (y) a denominator equal to the Maximum Annual Debt Service with respect to all Outstanding Bonds and Parity Indebtedness after giving effect to the Bonds proposed to be issued, is not less than 1.50.

(h) An Opinion of Bond Counsel to the effect that:

- (1) the Issuer has the right and power to enter into this Indenture, and this Indenture has been duly and lawfully authorized by the Issuer, is in full force and effect and is valid and binding upon the Issuer in accordance with its terms, and no other authorization for this Indenture is required;
- (2) this Indenture creates the valid pledge which it purports to create of the Pledged Revenues and other funds held under this Indenture subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and the conditions set forth in this Indenture;
- (3) the Bonds of such Series are valid and binding obligations of the Issuer as provided in this Indenture, and are entitled to the benefits of this Indenture and of the Act, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Act as amended to the date of such Opinion, and in accordance with this Indenture; and
- (4) if the interest on such Series of Bonds, or a subseries of such Series of Bonds, is intended to be tax-exempt, the interest on such Bonds is excludable from gross income for federal income tax purposes;

provided, that such Opinion of Bond Counsel may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally and need not express any opinion as to the availability of any specific remedy;

- (i) A written order of the Issuer as to the delivery of such Bonds, set forth in an Issuer's Certificate; and

- (j) Such other opinions, certificates, statements, receipts and documents required by the Supplemental Indenture authorizing such Series of Bonds or as the Trustee shall reasonably require for the delivery of such Series of Bonds.

When the documents specified above have been filed with the Trustee, and when the Series of Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the Issuer, but only upon payment of the purchase price of such Series of Bonds. The net proceeds of the sale of the Series of Bonds, including accrued interest and premium thereon, if any, paid to the Trustee shall be deposited and applied as provided in **Article V** hereof and the Supplemental Indenture authorizing such Series of Bonds.

Section 203. Refunding Bonds.

One or more Series of Refunding Bonds may be issued, authenticated and delivered under this Indenture to refund any outstanding Indebtedness of the Issuer. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding.

Refunding Bonds of each Series shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by **Section 202**) of:

- (a) if any of the Indebtedness to be refunded are bonds to be redeemed, an Issuer's Certificate stating that irrevocable instructions have been given to the trustee with respect to such bonds to give notice of redemption, on a redemption date or dates specified in such instructions, to the owners of the refunded bonds to be redeemed, subject to the provisions of the trust indenture pursuant to which such refunded bonds were issued;
- (b) if the Indebtedness to be refunded are bonds to be deemed paid within the meaning of the trust indenture pursuant to which such refunded bonds were issued, an Issuer's Certificate stating that either (1) moneys (including moneys withdrawn and deposited pursuant to **Section 507** and **Section 508** hereof and any Supplemental Indenture) in an amount sufficient to effect payment at the applicable redemption price of the refunded bonds of the Issuer to be redeemed and of the principal amount of refunded bonds not to be redeemed, together with accrued interest on such bonds to the redemption date or maturity date, as the case may be, which moneys shall be held by the trustee or paying agent with respect to such bonds in a separate account irrevocably in trust for and assigned to the respective owners of the bonds to be refunded, or (2) Defeasance Obligations permitted by the terms of the trust indenture pursuant to which such refunded bonds were issued in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications and any moneys, as shall be necessary to comply with the provisions of such trust indenture, which defeasance obligations and moneys shall be held in trust and used only as provided therein; and
- (c) an Issuer's Certificate stating that the Supervisor of Parking Meters has determined that such Refunding Bonds will reduce monthly costs of the Parking Division or that the issuance of such Refunding Bonds is otherwise beneficial to the Issuer.

The net proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied for the purposes of making deposits as shall be provided by the Supplemental Indenture authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Indenture.

Section 204. Subordinated Indebtedness.

- (a) The Issuer and the Parking Division may from time to time issue Subordinated Indebtedness for any purpose in connection with the Parking System, including, without limitation, the financing of any part of the Costs of the Project with respect to a Project being financed by such Subordinated Indebtedness or the refunding of any Subordinated Indebtedness or Outstanding Bonds or other Indebtedness of the Issuer. Such Subordinated Indebtedness shall be payable out of and may be secured by a pledge of such amounts in the Subordinated Indebtedness Fund as may from time to time be available therefor; *provided, however*, that any such payment or pledge shall be, and shall be expressed to be, subordinate and junior in all respects to the pledge and lien created under this Indenture as security for the Bonds; and *provided, further*, that unless this Indenture or other resolution, indenture or instrument, including any Supplemental Indenture, authorizing any issue of Subordinated Indebtedness shall provide that no such certificate shall be required, no such Subordinated Indebtedness may be so issued except upon receipt by the Trustee of an Issuer's Certificate upon original issuance stating that the Issuer is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Indenture.
- (b) Any issue of Subordinated Indebtedness may have such rank or priority with respect to any other issue of Subordinated Indebtedness as may be provided in this Indenture or other resolution, indenture or instruments, including any Supplemental Indentures, securing such issue of Subordinated Indebtedness and may contain such other provisions as are not in conflict with the provisions of this Indenture.

Section 205. Qualified Credit Facilities.

The Supplemental Indenture providing for the issuance of a Series of Bonds may provide that the Issuer obtain or cause to be obtained as additional security for such Series of Bonds (or one or more maturities thereof) a Qualified Credit Facility providing for payment of the principal and interest due or to become due on such Bonds of such Series. Any such additional security with respect to a particular Series of Bonds (or one or more maturities thereof) need not extend to any other Series of Bonds unless required hereunder. The Supplemental Indenture pursuant to which any Series of Bonds is issued may provide for such additional security and permit realization upon such security solely for the benefit of the Bonds entitled thereto, and as are not inconsistent with the intent hereof.

Unless otherwise provided in a Supplemental Indenture, if a Series of Bonds is secured by a Qualified Credit Facility, so long as the Qualified Credit Facility is in full force and effect, and payment on the Qualified Credit Facility is not in default, (a) the provider of the Qualified Credit Facility shall be deemed to be the Owner of the Outstanding Bonds of such Series (or portion thereof secured thereby) when the approval, consent or action of the Bondowners of such Series of Bonds is required or may be exercised under this Indenture, including upon occurrence of an Event of Default, except that such issuer may not cause a modification of the Indenture described in **Section 1102(a)** without the consent of the Owner of each Outstanding Bond affected thereby, and (b) this Indenture

may not be amended in any manner which adversely affects the rights of the issuer of such Qualified Credit Facility without its prior written consent.

The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Qualified Credit Facility as the Issuer deems appropriate, including a provision to the effect that in the event that the principal or Redemption Price, if applicable, and interest due on any Series of Bonds Outstanding (or portion thereof secured thereby) shall be paid under the provisions of a Qualified Credit Facility, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds (or portion thereof secured thereby) shall continue to exist and the provider of such Qualified Credit Facility shall be subrogated to the rights of such Bondowners in accordance with the terms of such Qualified Credit Facility and the Supplemental Indenture. In addition, such Supplemental Indenture may establish such provisions as are necessary (a) to comply with the provisions of such Qualified Credit Facility, (b) to provide relevant information to the provider of such Qualified Credit Facility, (c) to provide a mechanism for paying principal or Redemption Price of and interest on such Series of Bonds (or portion thereof secured thereby) from such Qualified Credit Facility, (d) to make provision for any Events of Default or for additional or improved security required by the provider of such Qualified Credit Facility, and (e) to authorize agreements with the provider or issuer of such Qualified Credit Facility providing for (1) the payment of fees and expenses to such provider for the issuance of such Qualified Credit Facility, (2) the terms and conditions of such Qualified Credit Facility and the Series of Bonds (or portion thereof secured thereby) affected thereby, including the security, if any, to be provided for the issuance of such Qualified Credit Facility, (3) such adjustments to the rate of interest, method of determining the rate of interest, maturity or redemption provisions as are specified by the Issuer or determined as provided in such Supplemental Indenture or in any agreement referred to therein, and (4) the obligation to reimburse the provider of such Qualified Credit Facility for payment of Bonds pursuant to such Qualified Credit Facility on either a parity or subordinated basis with respect to such Series of Bonds (any such direct reimbursement obligations are referred to herein as "*Reimbursement Obligations*").

Section 206. Qualified Liquidity Facilities.

The Supplemental Indenture providing for the issuance of a Series of Bonds may provide that the Issuer obtain or cause to be obtained for such Series of Bonds (or one or more maturities thereof) a Qualified Liquidity Facility providing for payment of the purchase price of such Bonds that are tendered for purchase by the Owners thereof.

Such Supplemental Indenture may establish such provisions as are necessary (a) to comply with the provisions of such Qualified Liquidity Facility, (b) to provide relevant information to the provider of such Qualified Liquidity Facility, (c) to provide a mechanism for paying the purchase price of tendered Bonds of such Series of Bonds from such Qualified Liquidity Facility, (d) to make provision for any Events of Default or for additional or improved security required by the provider of such Qualified Liquidity Facility, and (e) to authorize agreements with the provider or issuer of such Qualified Liquidity Facility providing for (1) the payment of fees and expenses to such provider for the issuance of such Qualified Liquidity Facility, (2) the terms and conditions of such Qualified Liquidity Facility and the Series of Bonds (or portion thereof) supported thereby, including the security, if any, to be provided for the issuance of such Qualified Liquidity Facility, (3) such adjustments to the rate of interest, method of determining the rate of interest, maturity or redemption provisions as are specified by the Issuer or determined as provided in such Supplemental Indenture or in any agreement referred to therein, and (4) the obligation to reimburse the provider of such Qualified Liquidity Facility for purchase of Bonds pursuant to such Qualified Liquidity Facility on

either a parity or subordinated basis with respect to such Series of Bonds (any such direct reimbursement obligations are referred to herein as "**Reimbursement Obligations**").

Section 207. Qualified Swap Facilities.

In connection with the issuance of a Series of Bonds or at any time thereafter so long as a Series of Bonds remains Outstanding, the Issuer may obtain or enter into a Qualified Swap Facility providing for certain payments by the Issuer and a swap counterparty, which payments are calculated by reference to fixed or variable rates and constituting a financial accommodation between the Issuer and such swap counterparty if (a) the Issuer determines that any such agreement (1) will assist the Issuer in more effectively managing its interest costs or cash flow, and (2) will not result in a downward revision or withdrawal of any rating on any Series of Bonds by a nationally recognized rating service, (b) the Issuer would be in compliance with the conditions for the issuance of such Series of Bonds to which the Qualified Swap Facility relates assuming such Bonds were being issued at the time the Issuer enters into the Qualified Swap Facility and (c) the Qualified Swap Facility is approved in writing by the provider(s) of the Qualified Credit Facilities, if any.

The Issuer may determine from time to time to enter into one or more Qualified Swap Facilities, provided that the Issuer and the Trustee execute a Supplemental Indenture that shall include provisions that:

- (a) Set forth the manner or method for the calculation of the payments and receipts under such Qualified Swap Facility and the scheduled payment dates therefor;
- (b) Provide that payments under such Qualified Swap Facility (other than the amount, if any, payable by the Issuer, or by the Trustee for the account of the Issuer, upon the commencement or termination of such Qualified Swap Facility, or for other fees, expenses, or indemnification obligations under such Qualified Swap Facility) shall be made (1) by the Issuer, or by the Trustee for the account of the Issuer, out of a special subaccount in the related Series Debt Service Account, on a parity with the principal of and interest on the Bonds, or (2) by the Issuer out of the Subordinated Indebtedness Fund; provided, however, that no payments under such Qualified Swap Facility may be payable from or secured by amounts on deposit in the Debt Service Reserve Fund or the Parking Trust Fund; and provided further, that payments made upon the commencement or termination of such Qualified Swap Facility, or for other fees, expenses or indemnification obligations under such Qualified Swap Facility, shall be payable pursuant to **Sections 505(b)(6) and 505(c)(1)** hereof;
- (c) Provide that any amounts received by the Issuer or the Trustee from a swap counterparty under such Qualified Swap Facility (other than a lump sum payment made upon the commencement or termination of such Qualified Swap Facility) shall be deposited promptly upon receipt as follows: (1) to the extent that at the time of the receipt by the Issuer or the Trustee of such amount, the amount then on deposit in the related Series Debt Service Account shall be less than the amount then required to be on deposit therein, such amounts shall be deposited into a special subaccount in such Series Debt Service Account; and (2) any remaining amounts shall be deposited into the General Account of the Revenue Fund and applied in accordance with **Section 505**; and

- (d) Provide that any lump sum payment made upon the commencement or termination of such Qualified Swap Facility (1) owed by the Issuer shall be payable solely as provided in **Sections 505(b)(6) and 505(c)(1)** hereof, or (2) received by the Issuer or the Trustee shall be deposited into the General Account of the Revenue Fund and applied in accordance with **Section 505**.

Nothing in this Section shall preclude the Issuer from entering into a Qualified Swap Facility under which swap payments, including swap termination payments, are to be made solely from the Subordinated Indebtedness Fund.

Section 208. Calculation of Debt Service Requirements. For purposes of the various calculations under this Indenture, the amount of Bonds, the amortization schedule of such Bonds and the Debt Service Requirements with respect to such Bonds shall be calculated in accordance with the actual amortization schedule for such Bonds, except as follows:

- (a) **Balloon Bonds.** The Debt Service Requirements on Balloon Bonds may be deemed to be payable as follows:
 - (1) If the Issuer or the Parking Division has incurred and there is in effect at the time Commitment Indebtedness to provide refinancing sufficient to pay the principal amount of any such Balloon Bonds becoming due in each Fiscal Year in which **25%** or more of the original principal amount of such Balloon Bonds comes due, such Bonds may be deemed to be payable in accordance with the terms of such Commitment Indebtedness; or
 - (2) If the Supervisor of Parking Meters delivers an Issuer's Certificate to the Trustee that establishes an amortization schedule for any such Balloon Bonds, which provides for payments of principal and interest for each Fiscal Year that are sufficient to make any actual payments required to be made in such Fiscal Year by the terms of such Bonds; and the Supervisor of Parking Meters agrees in such Issuer's Certificate that the Issuer will deposit for each Fiscal Year with a bank or trust company (pursuant to an agreement between the Issuer and such bank or trust company, which agreement shall be satisfactory in form and substance to the Trustee) the amount of principal shown on such amortization schedule net of any amount of principal actually paid on such Bonds during such Fiscal Year (other than from amounts on deposit with such bank or trust company), which deposit shall be made prior to any such required actual payments, then such Indebtedness may be deemed to be payable in accordance with the terms of such amortization schedule and agreement; or
 - (3) Such Bonds, in a principal amount not in excess of **25%** of the Bonds Outstanding, may be deemed to be payable on a level annual debt service basis over a period of up to **25** years from the date of issuance or incurrence of such Bonds (or such longer period as set forth and deemed reasonable in a written report of a Consultant), as designated by the Issuer, bearing interest on the unpaid principal balance at the assumed rate equal to the rate set forth in the **25-year Bond Buyer Revenue Bond Index** most recently published in *The Bond Buyer* plus **50** basis points (or such other index as set forth and deemed reasonable in a report of a Consultant).

- (b) *Capital Appreciation Bonds.* The principal amount of Bonds that constitutes Capital Appreciation Bonds shall be deemed to be the Accreted Value thereof as of the relevant date.
- (c) *Bonds Supported By Commitment Indebtedness.* The Debt Service Requirements on Bonds with respect to which the Issuer or the Parking Division has incurred Commitment Indebtedness that would refinance such Bonds for a period extending beyond its original maturity date, may be deemed to be payable in accordance with the terms of such Commitment Indebtedness.
- (d) *Qualified Credit Facilities.* No Reimbursement Obligations shall be deemed payable with respect to Bonds supported by a Qualified Credit Facility until such time as amounts are paid under such Qualified Credit Facility and the obligation to make payments under the Qualified Credit Facility actually arises (and only to the extent of advances actually made under such Qualified Credit Facility). From and after such funding, the amount of the Debt Service Requirement with respect to the Qualified Credit Facility shall be calculated in accordance with the actual amount of Reimbursement Obligations required to be repaid on such Qualified Credit Facility and the actual interest rate and amortization schedule applicable thereto. No Debt Service Requirement shall be deemed to arise with respect to a Qualified Credit Facility when any funding occurs under any such commitment if such funding is immediately repaid and such commitment is reinstated in accordance with its terms, or when any such commitment is renewed upon terms which provide for substantially the same terms of repayment of amounts disbursed pursuant to such commitment as existed prior to such renewal.
- (e) *Qualified Swap Facilities.* If the Issuer has entered into a Qualified Swap Facility with respect to a Series of Bonds (or portion thereof), such Bonds shall be deemed to bear interest for the period of time the Qualified Swap Facility is in effect at a net interest rate which takes into account the interest payments made or to be made by the Issuer with respect to such Bonds and the net payments expected to be paid or received by the Issuer under the Qualified Swap Facility; if such net amount is less than zero, such net amount may be credited against other interest coming due in so calculating Debt Service Requirements so long as the credit rating of the swap counterparty (or any guarantor thereof) is in one of the two highest rating categories of a nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise).
- (f) *Variable Rate Bonds.* In determining the Debt Service Requirements on any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds for any period prior to the date of calculation or for which the interest rate has been determined shall be the actual interest rate payable during such period, and for each year in which such Bonds are Outstanding and for which the actual interest rate cannot be determined, the interest rate on such Bonds for the period of determination shall be deemed to be the greater of (1) the variable rate certified by the Issuer's financial advisor, underwriter or other agent, including a remarketing agent or auction agent, to be the variable rate then in effect for such Series of Bonds and (2) an assumed rate equal to the rate set forth in the 25-year Bond Buyer Revenue Bond Index most recently published in *The Bond Buyer* (or such other index as may be deemed comparable in a report of a Consultant) plus 50 basis points.

When calculating interest payable during such Fiscal Year for any Series of Variable Rate Bonds which are issued with a Qualified Swap Facility in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Qualified Swap Facility so long as the credit rating of the swap counterparty (or any guarantor thereof) is in one of the two highest rating categories of a nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise); provided that such effective fixed annual rate may be utilized only if the Qualified Swap Facility has been reviewed and approved by each of the rating agencies then rating the Series of Variable Rate Bonds and each provider of a Qualified Credit Facility with respect to payment of the Series of Variable Rate Bonds; and provided further that such effective fixed annual interest rate may be utilized only so long as such a Qualified Swap Facility is contracted to remain in full force and effect.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 301. Bonds Limited Obligations.

The Bonds and the interest thereon shall be special, limited obligations of the Issuer payable solely out of the Pledged Revenues and certain other funds held under this Indenture, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Nothing contained in this Indenture shall be construed to prevent the Issuer from acquiring and financing through the issuance of its bonds, notes or other evidences of indebtedness any interests which do not constitute a part of the Parking System for the purposes of this Indenture; provided such bonds, notes or other evidences of indebtedness shall not be payable out of or secured by the Revenues or any Fund held under this Indenture and neither the cost of such facilities nor any expenditure in connection therewith or with the financing thereof shall be payable from the Pledged Revenues or from any such Fund (other than amounts paid to the Supervisor of Parking Meters pursuant to **Section 505(b)(9), 505(b)(10), 505(c)(3) or 506(b)** hereof).

Section 302. Method and Place of Payment.

The Trustee shall act as Paying Agent for the purpose of effecting payment of the principal or Redemption Price of and interest on the Bonds, subject to the provisions of **Section 1011** hereof permitting the designation through the Trustee of alternate Paying Agents.

The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or Redemption Price of all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the bond register maintained by the Bond Registrar at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office or at such other office designated by the Trustee for such purpose, or otherwise as provided in a Supplemental Indenture with respect to any Series of Bonds.

Unless otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the interest payable on each Bond on any interest payment date shall be paid by the Trustee to the Registered Owner of such Bond as shown on the bond register at the close of business on the Record Date, (a) by check or draft mailed to such Registered Owner at the address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such Owner, or (b) with respect to Variable Rate Bonds or Bonds held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of Bonds in the aggregate principal amount of at least **\$1,000,000**, by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions to which such Owner wishes to have such transfer directed, provided such written notice is given by such Owner to the Trustee not less than **15 Business Days** before the applicable Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be located in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

Section 303. Form, Denomination and Numbering and Dating.

The Bonds of each Series issued under this Indenture shall be issuable as fully registered bonds without coupons in substantially the form set forth in **Exhibit A** attached to this Indenture and the Supplemental Indenture under which any Bonds are issued, in each case with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Bonds of each Series shall be issuable in the denominations of **\$5,000** or any integral multiple thereof or in such other denominations as provided in the Supplemental Indenture authorizing such Series.

The Bonds of each Series shall be numbered from **R-1** consecutively upward in order of issuance or in such other manner as the Trustee shall designate or as provided in the Supplemental Indenture authorizing such Series.

The Bonds of each Series shall be dated the issue date of their original issuance and delivery or as otherwise provided in the Supplemental Indenture authorizing such Series of Bonds.

Section 304. Execution and Authentication.

The Bonds of each Series shall be executed on behalf of the Issuer by the manual or facsimile signature of the Supervisor of Parking Meters, the Mayor of the City and the Comptroller of the City, and attested by the manual or facsimile signature of the City Register, and shall have the seal of the City affixed thereto or imprinted thereon. If any official whose manual or facsimile signature appears on any Series of Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such person as at the actual time of the execution of such Bond shall be the proper officials to sign such Bond although at the date of such Bond such persons may not have been such officials.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless the certificate of authentication thereon is executed by the Trustee by manual signature of an authorized officer or signatory of the Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Bonds executed by the Issuer to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

Section 305. Registration, Transfer and Exchange.

The Trustee shall act as bond registrar for the purpose of registering Bonds and transfers of Bonds as herein provided, subject to the provisions of **Section 1011** hereof permitting the designation through the Trustee of alternate bond registrars.

The Trustee shall cause to be kept at its corporate trust office or such other office as the Trustee shall designate a bond register in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as provided herein or in a Supplemental Indenture with respect to a Series of Bonds. The Bonds of any Series may be registered in book-entry format in accordance with a Book-Entry System as provided in **Section 309** hereof or in a Supplemental Indenture with respect to a Series of Bonds.

Bonds may be transferred or exchanged only upon the bond register maintained by the Bond Registrar as provided in this Section. Upon surrender for transfer or exchange of any Bond at the corporate trust office of the Trustee or such other office as the Trustee shall designate, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same Series and maturity in any authorized denominations and of a like aggregate principal amount.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee, duly executed by the Owner thereof or his attorney or legal representative duly authorized in writing.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Issuer. In the event any Registered Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may impose a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning 15 days before the day of the mailing of a notice of redemption of such Bond and ending at the close of business on the day of such mailing, or (b) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Record Date for such Bond and ending at the close of business on the relevant interest payment date therefor.

The Trustee will keep the bond register on file at its corporate trust office or such other office as the Trustee shall designate, which shall include a list of the names and addresses of the last known Owners of all Bonds of each Series and the numbers of such Bonds held by each of such Owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the Issuer or the Owners of 10% in principal amount of Bonds Outstanding or the authorized representative thereof, provided that the ownership of such Owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Section 306. Persons Deemed Owners of Bonds.

The Person in whose name any Bond is registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Indenture or a Supplemental Indenture with respect to a Series of Bonds secured by a Qualified Credit Facility or when a Book-Entry System is in effect for a particular Series of Bonds, and payment of or on account of the principal or Redemption Price of and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 307. Mutilated, Destroyed, Lost and Stolen Bonds.

If (a) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Trustee such security or indemnity as may be required by the Trustee to save each of them harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same principal amount, bearing a number not contemporaneously outstanding.

Upon the issuance of any new Bond under this Section, the Issuer and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds.

Section 308. Cancellation of Bonds.

All Bonds surrendered to the Trustee for payment, redemption, transfer, exchange or replacement shall be promptly cancelled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture. All cancelled Bonds held by the Trustee shall be destroyed and disposed of by the Trustee in accordance with applicable record retention requirements. The Trustee shall execute and deliver to the Issuer a certificate describing the Bonds so cancelled.

Section 309. Book-Entry Bonds; Securities Depository.

Unless otherwise provided in a Supplemental Indenture, the Bonds of each Series shall initially be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York (the "***Securities Depository***"), and no beneficial Owner will receive certificates representing its respective interest in such Bonds, except in the event the Trustee issues replacement bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing of Participants exists at such time (the "***Participants***") and receive and transmit payment of principal or Redemption Price of and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers replacement bonds to the beneficial Owners as described in the following paragraph.

If (a) the Issuer determines with respect to a Series of Bonds (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (3) that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds, or (b) the Trustee receives written notice from Participants representing interests in not less than 50% of the Bonds of such Series Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a Book-Entry System to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds, then, subject to the satisfaction of any applicable requirements of the Securities Depository with respect thereto, the Trustee shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver replacement bonds to the beneficial Owners or their nominees in principal amounts representing the interest of each; provided, that in the case of a

determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond of such Series is registered in the name of the Securities Depository or its nominee. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the Issuer is unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of replacement bonds to Bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of and principal amounts owned by each of the beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the Issuer.

In the event the Securities Depository with respect to a Series of Bonds resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds of such Series for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein and in the Supplemental Indenture with respect to such Series of Bonds.

ARTICLE IV

REDEMPTION OF BONDS

Section 401. Redemption of Bonds Prior to Maturity.

- (a) The Bonds of each Series shall be subject to optional and mandatory redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as may be specified in such Bonds and the Supplemental Indenture authorizing such Bonds.
- (b) Unless otherwise provided in a Supplemental Indenture, the Bonds of each Series shall be subject to redemption and payment prior to the stated maturity thereof, at the option and written direction of the Issuer, in whole or in part at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any Project Sale Proceeds deposited in the Series Debt Service Account with respect to the applicable Series of Bonds pursuant to **Section 710(d)**.
- (c) The Bonds of each Series shall be subject to mandatory redemption and payment prior to the stated maturity thereof, in whole or in part at any time, at a redemption

price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any Project Insurance Proceeds deposited in the Series Debt Service Account with respect to the applicable Series of Bonds pursuant to **Section 712(c)**.

- (d) Unless otherwise provided in a Supplemental Indenture, the Bonds of each Series shall be subject to redemption and payment prior to the stated maturity thereof, at the option and written direction of the Issuer, at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any moneys transferred from the Series Project Account with respect to the applicable Series of Bonds to the Series Debt Service Account with respect to such Series of Bonds upon completion of the applicable Project pursuant to **Section 502(e)** and the provisions of the applicable Supplemental Indenture.

Section 402. Election to Redeem.

In case of any redemption at the written direction of the Issuer, the Issuer shall, at least **45** days (or **30** days in the case of Variable Rate Bonds) prior to the redemption date (or such shorter notice period that is specified in a Supplemental Indenture or that is acceptable to the Trustee), give written notice to the Trustee, directing the Trustee to call Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount and maturities of Bonds to be called for redemption, the applicable Redemption Price or prices and the provision or provisions of the Supplemental Indenture pursuant to which such Bonds are to be called for redemption.

The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture or under any Supplemental Indenture, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Section 403. Selection of Bonds to be Redeemed.

Bonds may be redeemed only in authorized denominations of the Bonds of any Series specified in the Supplemental Indenture authorizing such Series of Bonds or any integral multiple thereof.

If less than all Bonds are to be redeemed and paid prior to maturity, the particular Bonds to be redeemed shall be selected from the Series and the maturity or maturities selected by the Issuer; provided, however, that the Issuer may select Bonds to be redeemed that will result in a debt service schedule for the Bonds remaining outstanding that does not provide for substantially level debt service only if the Issuer delivers to the Trustee an Issuer's Certificate demonstrating that the ratio determined by dividing (a) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available (excluding any portion of the Pledged Revenues which, in the event that the redemption is from Project Sale Proceeds or Project Insurance Proceeds, is attributable to the Project or portion thereof that was sold, damaged or destroyed) by (b) a denominator equal to the Maximum Annual Debt Service with respect to all Outstanding Bonds and Parity Indebtedness after giving effect to such redemption, is not less than **1.35**; provided further,

however, that a Supplemental Indenture may include alternate provisions regarding the selection of the particular Bonds to be redeemed in the event of a redemption relating to a particular Project. If less than all Bonds of any Series and maturity are to be redeemed, unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Bonds, the particular Bonds to be redeemed shall be selected by the Trustee at random in such manner as the Trustee shall deem fair and equitable.

Any Bond that is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Trustee duly executed by, the Owner thereof or his attorney or legal representative duly authorized in writing), and the Trustee shall authenticate and deliver to the Owner of such Bond, without service charge, a new Bond or Bonds of any authorized denomination or denominations as requested by such Owner in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the unit or units of principal amount called for redemption (and to that extent only).

In lieu of surrender under the preceding paragraph, payment of the Redemption Price of a portion of any Bond may be made directly to the Registered Owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such Owner satisfactory in form and substance to the Trustee, and, if such Owner is a nominee, the Person for whom such Owner is a nominee, that payment shall be so made and that such Owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such Owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

Notwithstanding the foregoing, so long as a Securities Depository is effecting book-entry transfers of the Bonds under a Book-Entry System, the Trustee shall follow the procedures for redemption as set forth in the Securities Depository's operational arrangements, as in effect at the time.

Section 404. Notice of Redemption.

Unless waived by any Owner of Bonds to be redeemed, and except as otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, official notice of any such redemption shall be given by the Trustee by telecopy, first class mail or prepaid overnight delivery service, at least 30 days (or 15 days in the case of Variable Rate Bonds) prior to the redemption date (or such shorter notice period that is specified in a Supplemental Indenture) but not more than 60 days prior to the redemption date, to each Registered Owner of the Bonds to be redeemed at the address shown on the bond register.

All official notices of redemption shall be dated and shall state the following:

- (a) the redemption date;
- (b) the Redemption Price;

- (c) the Series and principal amount (and, in the case of partial redemption, the respective principal amounts, identification numbers and maturity dates) of the Bonds to be redeemed;
- (d) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (e) the place where the Bonds to be redeemed are to be surrendered for payment of the Redemption Price, which place of payment shall be a corporate trust office of the Trustee; and
- (f) such other conditions to the redemption as are required under the Supplemental Indenture relating to the Bonds to be redeemed.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the redemption date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

The failure of any Owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

In addition to the foregoing notice, the Trustee shall give further notice by first class mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (which notice may be given to a depository by facsimile or electronic mail if requested by such depository) and by facsimile or electronic mail to one or more national information services that disseminate notices of redemption of obligations such as the Bonds and as may be otherwise provided in the Supplemental Indenture authorizing a Series of Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed, (b) the date of issue of the Bonds as originally issued, (c) the rate of interest borne by each Bond being redeemed, (d) the maturity date of each Bond being redeemed, and (e) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given to the Registered Owners of the Bonds as above prescribed.

So long as a Securities Depository is effecting book-entry transfers of a Series of Bonds under a Book-Entry System, the Trustee shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify the Direct Participants, that the Direct Participants will, in turn, notify the Indirect Participants and that the Direct Participants and the Indirect Participants will notify or cause to be notified the beneficial Owners. Any failure on the part of the Securities Depository, a Direct Participant or an Indirect Participant, or failure on the part of a nominee of a beneficial Owner of a Bond (having been mailed

notice from the Trustee, a Direct Participant, an Indirect Participant or otherwise), to notify the beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 405. Payment of Redemption Price.

On or before any redemption date, the Issuer shall deposit with the Trustee an amount of money sufficient to pay the Redemption Price of all the Bonds that are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such Redemption Price and shall not be deemed to be part of the Trust Estate.

Subject to the provisions of the third paragraph of **Section 404**, notice of redemption having been given as aforesaid, the Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, the Redemption Price of such Bond shall be paid by the Trustee to the Registered Owner in immediately available funds by close of business on the redemption date. Installments of interest with a due date on or prior to the redemption date shall be payable to the Owners of the Bonds registered as such on the bond register on the relevant Record Dates according to the terms of such Bonds and the provisions of the Supplemental Indenture authorizing such Bonds.

Upon the payment of the Redemption Price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided under **Section 403** in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Section 406. Credits Against Sinking Fund Installments.

If at any time Bonds of any Series and maturity for which Sinking Fund Installments were established are (a) purchased or redeemed (other than pursuant to **Section 507(a)(2)** hereof) in accordance with **Section 512** or **Article IV** hereof, or (b) deemed to have been paid under to **Section 1201** hereof and, with respect to such Bonds which have been deemed paid, irrevocable instructions have been given to the Trustee to redeem or purchase (other than pursuant to **Section 507(a)(2)** hereof) the same on or prior to the due date of the Sinking Fund Installment to be credited under this Section, the Issuer may from time to time and at any time determine the portions, if any, of such Bonds so purchased, redeemed or deemed to have been paid and not previously applied as a credit against any Sinking Fund Installment which are to be credited against future Sinking Fund Installments, and shall execute and deliver to the Trustee an Issuer's Certificate to such effect at least **45** days prior to the due date of the Sinking Fund Installment so to be credited. Such determination shall include the amounts of such Bonds to be applied as a credit against such Sinking Fund Installment or Installments and the particular Sinking Fund Installment or Installments against which such Bonds are to be applied as a credit; *provided, however*, that unless otherwise provided in the Supplemental Indenture authorizing such Series of Bonds, none of such Bonds may be applied as a credit against a Sinking Fund Installment to become due less than **45** days after such determination is made. Except as provided in **Section 309** hereof with respect to Book Entry Bonds, all such Bonds to be applied as a credit shall be surrendered to the Trustee for cancellation on or prior to the due date of the Sinking Fund Installment against which they are being applied as a credit. In any such case, the

Sinking Fund Installment so to be credited shall be credited in the amount of the sinking fund Redemption Price of the Bonds to be applied thereto as a credit, and the portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

ARTICLE V

FUNDS AND ACCOUNTS

Section 501. Establishment of Funds and Accounts.

The following Funds and Accounts are hereby established, each of which shall be held by the Trustee:

- (a) Project Fund, which shall consist of a separate Series Project Account for each Series of Bonds, in which the Trustee may establish such subaccounts (including insurance proceeds subaccounts) as shall be necessary to segregate and account for Bond proceeds and other amounts to be deposited in the Project Fund.
- (b) Costs of Issuance Fund, which shall consist of a separate Series Costs of Issuance Account for each Series of Bonds.
- (c) Revenue Fund, including therein a General Account, a Net Parking Division Revenues Account and a General Fund Parking Revenues Account.
- (d) Parking Trust Fund, including therein a General Account, a Net Parking Division Revenues Account and a General Fund Parking Revenues Account.
- (e) Debt Service Fund, which shall consist of a separate Series Debt Service Account for each Series of Bonds, in which the Trustee may establish separate subaccounts (including capitalized interest subaccounts) as set forth in the Supplemental Indenture authorizing such Series of Bonds, and a Parity Indebtedness Account.
- (f) Debt Service Reserve Fund, which shall consist of a Common Debt Service Reserve Account and may contain a separate Debt Service Reserve Account for any one or more Series of Bonds.
- (g) Subordinated Indebtedness Fund, which may contain separate Subordinated Indebtedness Accounts for any one or more issues of Subordinated Indebtedness.
- (h) Rebate Fund, which shall consist of a separate Series Rebate Account for each Series or subseries of Bonds the interest on which is intended to be tax-exempt.
- (i) Repair and Replacement Fund.

Each Supplemental Indenture authorizing the issuance of Variable Rate Bonds and providing for the tender of such Variable Rate Bonds by the Owners thereof shall create and establish a separate

trust fund held by the Trustee and known as the "Purchase Fund" (inserting therein the Series designation of such Bonds). The deposits to and withdrawals from such Purchase Fund shall be as set forth such Supplemental Indenture.

The Issuer may, by Supplemental Indenture, establish one or more additional funds, accounts or subaccounts to be held by the Trustee or the Issuer. All moneys deposited with or paid to the Trustee or the Issuer for the Funds and Accounts held by the Trustee or the Issuer, respectively, under this Indenture shall be held and applied by the Trustee or the Issuer, as applicable, only in accordance with the provisions of this Indenture and each applicable Supplemental Indenture. Until used or applied as herein provided, all moneys in the Funds and Accounts held by the Trustee under this Indenture (except for moneys in the Costs of Issuance Fund, the Rebate Fund and the Repair and Replacement Fund) shall be held by the Trustee in trust and shall constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds and accounts of the Trustee except as provided under **Section 602** hereof for investment purposes.

Section 502. Project Fund.

- (a) There shall be paid into the Project Fund the amounts required to be so paid by the provisions of this Indenture and any Supplemental Indenture with respect to a Series of Bonds, and there may be paid into the Project Fund, at the direction of the Issuer, any moneys received for or in connection with the Parking System from any other source, unless required to be otherwise applied as provided by this Indenture. Amounts in the Project Fund shall be applied to the payment of the Costs of the Project or the costs of refunding any Indebtedness of the Issuer in the manner provided in this Section.
- (b) Except as provided in **Section 712** hereof or in any Supplemental Indenture with respect to a Series of Bonds, the proceeds of insurance, including the proceeds of any self-insurance fund, maintained pursuant to this Indenture against physical loss of or damage to the Parking System or casualty loss, or of contractors' performance bonds or other assurances of completion with respect thereto, pertaining to the period of acquisition and construction thereof, shall be paid into the appropriate separate Series Project Account in the Project Fund.
- (c) The Trustee shall make payments from the Series Project Accounts in the Project Fund, except payments and withdrawals pursuant to subsections (d) and (e) of this Section, in the amounts, at the times, in the manner and on the other terms and conditions set forth in this subsection. Before any such payment shall be made, the Issuer shall file with the Trustee its requisition therefor set forth in an Issuer's Certificate, stating in respect of the payment to be made (1) the name and address of the Person to whom payment is due (which may be the Issuer if the Issuer provided the item of Costs of the Project which is the basis of such payment), (2) the amount of such payment, and (3) that such payment in the stated amount is a proper charge against the Project Fund and that no part of such payment will be applied to any item which has previously been paid from any Fund or Account created under this Indenture. The Trustee shall promptly issue its check for each payment required by such requisition or shall by interbank transfer or other method arrange to make promptly each payment required by such requisition. The Trustee may rely fully on

any such requisition delivered pursuant to this subsection and shall not be required to make any inspection or investigation in connection therewith.

- (d) Notwithstanding any of the other provisions of this Section, to the extent that other moneys are not available therefor, amounts in the Project Fund shall be applied to the payment of principal of and interest on the applicable Series of Bonds when due.
- (e) The completion of acquisition and construction of the Project for which a separate Series Project Account has been established in the Project Fund shall be evidenced by an Issuer's Certificate filed with the Trustee, stating that such Project has been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such Issuer's Certificate, the balance in the applicable Series Project Account in the Project Fund shall, subject to any provision in a Supplemental Indenture, be applied as follows (in any order as determined by the Issuer): (1) deposited into the Series Debt Service Reserve Account in the Debt Service Reserve Fund with respect to the applicable Series of Bonds, or the Common Debt Service Reserve Account in the Debt Service Reserve Fund if the applicable Series of Bonds are Covered Bonds, to fund any amounts required to be deposited therein, so long as such deposit does not violate Section 148(d)(2) of the Internal Revenue Code as provided for in an Opinion of Bond Counsel delivered to the Trustee; (2) deposited into the Series Debt Service Account with respect to the applicable Series of Bonds and used to redeem Bonds of such Series as provided in **Section 401(d)** and the applicable Supplemental Indenture; (3) used to purchase Bonds of the applicable Series as provided in **Section 512**; (4) used for capital improvements with respect to the Parking System as permitted under applicable law and covenants regarding the use of proceeds of Bonds as provided for in an Opinion of Counsel delivered to the Trustee; or (5) used for any other purpose, so long as such use will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for federal income tax purposes as set forth in an Opinion of Bond Counsel.

Section 503. Costs of Issuance Fund.

- (a) Moneys in the Series Costs of Issuance Accounts of the Costs of Issuance Fund shall be used solely for the purpose of paying Costs of Issuance with respect to the applicable Series of Bonds, as provided in this Section.
- (b) The Trustee shall pay out of the Series Costs of Issuance Account upon written disbursement requests of the Issuer, signed by an Authorized Representative, amounts equal to the amount of Costs of Issuance with respect to the applicable Series of Bonds certified in such written requests to be paid or reimbursed.
- (c) At such time as the Trustee is furnished with an Issuer's Certificate stating that all Costs of Issuance with respect to a Series of Bonds have been paid, and in any case not later than **nine** months from the date of original issuance of such Series of Bonds, the Trustee shall transfer any moneys remaining in the Costs of Issuance Account with respect to such Series of Bonds to the Debt Service Account with respect to such Series of Bonds.

Section 504. Deposit of Pledged Revenues to Revenue Fund.

- (a) *Net Project Operating Revenues and Net Parking Division Revenues.* The Issuer shall collect all Parking Division Revenues on a daily basis and promptly deposit the same in the Parking Meter Fund. Within 12 days after the end of each calendar month, the Issuer shall (1) compute the Net Project Operating Revenues and the Net Parking Division Revenues with respect to such month, (2) transfer an amount equal to the Net Project Operating Revenues with respect to such month plus any investment earnings thereon from the Parking Meter Fund to the Trustee for deposit in the General Account of the Revenue Fund and (3) transfer an amount equal to the Net Parking Division Revenues with respect to such month plus any investment earnings thereon from the Parking Meter Fund to the Trustee for deposit in the Net Parking Division Revenues Account of the Revenue Fund.
- (b) *General Fund Parking Revenues.* In the City Agreement, the City has agreed that (1) the PVB, the TVB and any other similar entity providing a similar function shall collect all General Fund Parking Revenues on a daily basis and promptly deposit the same into a separate bank account established for such purpose and (2) within 12 days after the end of each calendar month, the PVB, the TVB or any other similar entity providing a similar function shall transfer the General Fund Parking Revenues collected during such month, plus any investment earnings thereon, from such bank account to the Trustee for deposit in the General Fund Parking Revenues Account of the Revenue Fund.
- (c) *Supplemental Project Revenues.* Supplemental Project Revenues shall be collected and transferred to the Trustee for deposit in the General Account of the Revenue Fund (or a subaccount created therein) as provided in the Supplemental Indenture pursuant to which such Supplemental Project Revenues are pledged.
- (d) *Other Pledged Revenues.* Any other Pledged Revenues pledged to the repayment of the Bonds or a portion thereof in a Supplemental Indenture shall be collected and transferred to the Trustee for deposit in the Revenue Fund as provided in such Supplemental Indenture.

Section 505. Disbursements From Revenue Fund.

As soon as practicable each month after the deposit of Pledged Revenues into the Revenue Fund pursuant to **Section 504**, but in any case no later than the **14th** day of each month, the Trustee shall withdraw from the Revenue Fund and pay to the following payees or credit to the following Funds and Accounts the amounts set forth below in the following order:

- (a) FIRST, the amount on deposit in the General Account of the Revenue Fund that is attributable to Supplemental Project Revenues shall be paid or credited as follows, except as otherwise provided in the applicable Supplemental Indenture:
 - (1) To the Debt Service Fund, for credit to each of the one or more Series Debt Service Accounts relating to the one or more Series of Bonds to which such Supplemental Project Revenues are pledged, on a parity with the transfer to each other such Series Debt Service Accounts, if any, the amount, if any, required so that the balance in said Account shall equal the Required Interest

with respect to the related Series of Bonds; provided that, if the amount on deposit in the General Account of the Revenue Fund that is attributable to Supplemental Project Revenues is insufficient to make the deposits required by this subsection, such amount shall be deposited into each of the one or more Series Debt Service Accounts relating to the one or more Series of Bonds to which such Supplemental Project Revenues are pledged on a pro rata basis based on the amount of each such required deposit.

- (2) To the Debt Service Fund, for credit to each of the one or more Series Debt Service Accounts relating to the one or more Series of Bonds to which such Supplemental Project revenues are pledged, on a parity with the transfer to each other such Series Debt Service Accounts, if any, the amount, if any, required so that the balance in said Account shall equal the Required Principal with respect to the related Series of Bonds; provided that, if the amount on deposit in the General Account of the Revenue Fund attributable to Supplemental Project Revenues is insufficient to make the deposits required by this subsection, such amount shall be deposited into each of the one or more Series Debt Service Accounts relating to the one or more Series of Bonds to which such Supplemental Project Revenues are pledged on a pro rata basis based on the amount of each such required deposit.
- (3) The remaining balance, if any, of moneys on deposit in the General Account of the Revenue Fund that is attributable to Supplemental Project Revenues after making the above credits, transfers and deposits shall be applied as provided in the Supplemental Indenture pursuant to which such Supplemental Project Revenues are pledged.

(b) SECOND, the amount on deposit in the General Account of the Revenue Fund that is not attributable to Supplemental Project Revenues shall be paid or credited as follows:

- (1) To the Trustee and other applicable payees, all amounts necessary to pay ongoing expenses such as Trustee fees, remarketing fees, auction fees and similar ongoing bond-related expenses when due.
- (2) To the Debt Service Fund, for credit to each Series Debt Service Account and the Parity Indebtedness Account, on a parity with the transfer to each other Series Debt Service Account and the Parity Indebtedness Account, the amount, if any, required so that the balance in said Account shall equal the Required Interest with respect to the related Series of Bonds or all Parity Indebtedness, as applicable; provided that, if the amount on deposit in the General Account of the Revenue Fund is insufficient to make the deposits required by this subsection, such amount shall be deposited into each Series Debt Service Account and the Parity Indebtedness Account on a pro rata basis based on the amount of each such required deposit.
- (3) To the Debt Service Fund, for credit to each Series Debt Service Account and the Parity Indebtedness Account, on a parity with the transfer to each other Series Debt Service Account and the Parity Indebtedness Account, the amount, if any, required so that the balance in said Account shall equal the

Required Principal with respect to the related Series of Bonds or all Parity Indebtedness, as applicable; provided that, if the amount on deposit in the General Account of the Revenue Fund is insufficient to make the deposits required by this subsection, such amount shall be deposited into each Series Debt Service Account and the Parity Indebtedness Account on a pro rata basis based on the amount of each such required deposit.

- (4) To the Debt Service Reserve Fund, for credit to the Common Debt Service Reserve Account and to any Series Debt Service Reserve Account established with respect to any Series of Bonds pursuant to a Supplemental Indenture, the amount, if any, required (1) to restore any deficiency in said Accounts as described under **Section 508** and (2) to fund the applicable Debt Service Reserve Requirements as described in **Section 508**; provided, that, if the amount on deposit in the General Account of the Revenue Fund is insufficient to make the deposits required by this subsection, such amount shall be deposited into the Common Debt Service Reserve Account and each Series Debt Service Reserve Account on a pro rata basis based on the amounts of each such required deposit.
- (5) To the Parking Trust Fund, for credit to the General Account established therein, the amount, if any, required to cause the balance in the Parking Trust Fund to be equal to the Parking Trust Fund Requirement.
- (6) Unless otherwise provided in a Supplemental Indenture, to the applicable swap counterparty, all amounts necessary to pay any amounts due upon the commencement or termination of a Qualified Swap Facility, and to pay other fees, expenses or indemnification obligations under any Qualified Swap Facility when due.
- (7) To the Subordinated Indebtedness Fund, such amounts as shall be required by the resolution, indenture or other instrument, including any Supplemental Indenture, authorizing such Subordinated Indebtedness.
- (8) To the Repair and Replacement Fund, (1) the amount of **\$10,000** each month until such time as the amount on deposit in the Repair and Replacement Fund has reached the Repair and Replacement Requirement, and (2) thereafter, if the amount on deposit in the Repair and Replacement Fund is less than the Repair and Replacement Requirement, the amount required to restore the balance in the Repair and Replacement Fund to the Repair and Replacement Requirement, over a period of **36** months in equal monthly installments.
- (9) To the Supervisor of Parking Meters, to be used by the Parking Division for any other lawful purpose relating to the Parking System (including a transfer by the Supervisor of Parking Meters to the general fund of the City pursuant to the Act), and to the Treasurer, as the City official charged with receiving and keeping the money of the City, for immediate deposit in the general fund of the City, the Parking Division Bond Contribution as of such date and the

General Fund Bond Contribution as of such date, respectively; provided, however, that such moneys shall be transferred:

- (A) first, to the Supervisor of Parking Meters or the Treasurer, as applicable, the amount, if any, necessary to cause the Parking Division Bond Contribution as of such date and the General Fund Bond Contribution as of such date (taking into account the payment then contemplated to be made pursuant to this subsection (A)) to be equal (or as close to equal as possible); and
 - (B) second, in equal amounts to the Supervisor of Parking Meters and the Treasurer, until the Parking Division Bond Contribution as of such date and the General Fund Bond Contribution as of such date are reduced to \$-0-.
- (10) To the Supervisor of Parking Meters, to be used by the Parking Division for any lawful purpose relating to the Parking System (including a transfer by the Supervisor of Parking Meters to the general fund of the City pursuant to the Act), the remaining balance, if any, of moneys in the General Account of the Revenue Fund after making the above credits, transfers and deposits.
- (c) THIRD, the amounts on deposit in the Net Parking Division Revenues Account of the Revenue Fund and the General Fund Parking Revenues Account of the Revenue Fund shall be paid or credited as follows:
- (1) To the extent the amount on deposit in the General Account of the Revenue Fund is insufficient to fully fund all of the deposits required by subsections (b)(1) through (b)(7) above, the amounts on deposit in the Net Parking Division Revenues Account of the Revenue Fund and the General Fund Parking Revenues Account of the Revenue Fund shall be applied to pay the payees or credit the Funds and Accounts designated in subsections (b)(1) through (b)(7) above in the order designated in subsections (b)(1) through (b)(7) above in the amounts necessary to fully fund all of the deposits required by subsections (b)(1) through (b)(7) above, as follows:
 - (A) first, from the amount on deposit in the Net Parking Division Revenues Account of the Revenue Fund or the General Fund Parking Revenues Account of the Revenue Fund, as applicable, the amount, if any, necessary to cause the Parking Division Bond Contribution as of such date and the General Fund Bond Contribution as of such date (taking into account the payment then contemplated to be made pursuant to this subsection (A)) to be equal (or as close to equal as possible);
 - (B) second, in equal amounts from the Net Parking Division Revenues Account of the Revenue Fund and the General Fund Parking Revenues Account of the Revenue Fund; and
 - (C) third, after the amounts on deposit in the Net Parking Division Revenues Account of the Revenue Fund and the General Fund

Parking Revenues Account of the Revenue Fund are applied in equal amounts until the balance in one of such Accounts is zero, from the remaining amount on deposit in the other such Account;

provided further, that any transfer to the Parking Trust Fund from amounts on deposit in the Net Parking Division Revenues Account of the Revenue Fund shall be credited to the Net Parking Division Revenues Account of the Parking Trust Fund, and any transfer to the Parking Trust Fund from amounts on deposit in the General Fund Parking Revenues Account of the Revenue Fund shall be credited to the General Fund Parking Revenues Account of the Parking Trust Fund.

- (2) In the event there are remaining balances in both the Net Parking Division Revenues Account and the General Fund Parking Revenues Account after making the transfers and deposits described in subsection (c)(1) above, and the amount on deposit in the Parking Trust Fund is less than the Parking Trust Fund Requirement plus **\$1,000,000**, then amounts in the Net Parking Division Revenues Account and the General Fund Parking Revenues Account shall be transferred from such Accounts to the Parking Trust Fund in an amount from each such Account equal to the least of (A) the difference between (i) \$50,000 and (ii) the aggregate amount transferred to the Parking Trust Fund pursuant to this subsection (c)(2) during the preceding six months, (B) the lowest remaining balance in either such Account or (C) one-half of the amount necessary to be deposited in the Parking Trust Fund to bring the balance in such fund up to an amount equal to the Parking Trust Fund Requirement plus **\$1,000,000**; provided, that any transfer to the Parking Trust Fund from amounts on deposit in the Net Parking Division Revenues Account of the Revenue Fund shall be credited to the Net Parking Division Revenues Account of the Parking Trust Fund, and any transfer to the Parking Trust Fund from amounts on deposit in the General Fund Parking Revenues Account of the Revenue Fund shall be credited to the General Fund Parking Revenues Account of the Parking Trust Fund.
- (3) The remaining balance, if any, of moneys in the Net Parking Division Revenues Account of the Revenue Fund after making the above credits, transfers and deposits, shall be paid to the Supervisor of Parking Meters, to be used by the Parking Division for any other lawful purpose relating to the Parking System (including a transfer by the Supervisor of Parking Meters to the general fund of the City pursuant to the Act), except to the extent that the Supervisor of Parking Meters requests that the Trustee deposit all or a portion of such amount in the Net Parking Division Revenues Account of the Parking Trust Fund.
- (4) The remaining balance, if any, of moneys in the General Fund Parking Revenues Account of the Revenue Fund after making the above credits, transfers and deposits, shall be paid to the Treasurer, as the City official charged with receiving and keeping the money of the City, for immediate deposit in the general fund of the City.

In the event that other amounts are pledged to the repayment of the Bonds pursuant to a Supplemental Indenture, such amounts shall be applied as provided in such Supplemental Indenture.

Section 506. Parking Trust Fund.

- (a) As soon as practicable after the last distributions from the Revenue Fund are made prior to each interest payment date for any Series of Bonds or Parity Indebtedness pursuant to **Section 505**, but in any case no later than such interest payment dates, the Trustee shall transfer moneys from the Parking Trust Fund to the following Accounts in the following amounts and in the following order of priority:

FIRST, if the amount on deposit in any Series Debt Service Account including any subaccounts thereof, shall be less than the amount required to be in such Debt Service Account to pay principal of or interest on the related Series of Bonds or all Parity Indebtedness on the upcoming interest payment date pursuant to **Section 507**, to the Series Debt Service Accounts and the Parity Indebtedness Account, pro rata based on the amount of each such deficiency, the amounts necessary (or all the moneys in the Parking Trust Fund if less than the amounts necessary) to cure any such deficiencies; and

SECOND, if the amount on deposit in any Debt Service Reserve Account in the Debt Service Reserve Fund shall be less than the applicable Debt Service Reserve Requirement, to the Debt Service Reserve Accounts, pro rata based on the amount of each such deficiency, the amounts necessary (or all the moneys in the Parking Trust Fund if less than the amounts necessary) to cure any such deficiencies;

provided, however, that such moneys shall be transferred:

- (1) first, from amounts on deposit in the General Account of the Parking Trust Fund;
- (2) second, from the amount on deposit in the Net Parking Division Revenues Account of the Parking Trust Fund or the General Fund Parking Revenues Account of the Parking Trust Fund, as applicable, the amount, if any, necessary to cause the aggregate amount paid to date from each such Account pursuant to this **Section 506** (including the transfer then contemplated to be made pursuant to this subsection (2)) to be equal;
- (3) third, in equal amounts from the amounts on deposit in the Net Parking Division Revenues Account of the Parking Trust Fund and the General Fund Parking Revenues Account of the Parking Trust Fund; and
- (4) fourth, after the amounts on deposit in the Net Parking Division Revenues Account of the Parking Trust Fund and the General Fund Parking Revenues Account of the Parking Trust Fund are applied in equal amounts until the balance in one of such Accounts is \$-0-, from the remaining amount on deposit in the other such Account.

(b) In the event that:

- (1) the amount on deposit in the Parking Trust Fund is greater than the Parking Trust Fund Requirement;
- (2) all of the deposits required by **Section 505(b)(1)** through **(b)(6)** hereof have been fully funded pursuant to **Section 505(b)** and/or **(c)** hereof; and
- (3) there is delivered to the Trustee an Issuer's Certificate demonstrating that the ratio determined by dividing (A) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available, by (B) a denominator equal to the Maximum Annual Debt Service with respect to all Outstanding Bonds and Parity Indebtedness, is not less than **1.50**;

then the Supervisor of Parking Meters, in his or her sole discretion, may request that the Trustee transfer, and the Trustee shall transfer, all or a portion of the difference between the amount on deposit in the Parking Trust Fund and the Parking Trust Fund Requirement to the Supervisor of Parking Meters, to be used by the Parking Division for any lawful purpose relating to the Parking System (including a transfer by the Supervisor of Parking Meters to the general fund of the City pursuant to the Act), and/or to the Treasurer, as the City official charged with receiving and keeping the money of the City, for immediate deposit in the general fund of the City, from the Net Parking Division Revenues Account of the Parking Trust Fund and the General Fund Parking Revenues Account of the Parking Trust Fund, respectively; provided, however, that in no event shall moneys be released from the Parking Division Revenues Account of the Parking Trust Fund pursuant to this subsection in an amount that would cause the balance in the Parking Division Revenues Account of the Parking Trust Fund to be less than the balance in the General Fund Parking Revenues Account of the Parking Trust Fund.

Section 507. Debt Service Fund.

- (a) Amounts on deposit in the Debt Service Fund in any Series Debt Service Account established for a Series of Bonds shall be used and withdrawn as provided in this Section and in the Supplemental Indenture authorizing the issuance of such Series of Bonds.
 - (1) The Trustee shall pay out of the appropriate Series Debt Service Account in the Debt Service Fund: (A) on or before each interest payment date for the Series of Bonds to which such Account relates, the amount required for the interest payable on such date; (B) on or before each Principal Installment due date for such Series of Bonds, the amount required for the Principal Installment payable on such due date; (C) on or before any redemption date for such Series of Bonds, the amount required for the payment of Redemption Price of and accrued interest on such Bonds then to be redeemed; and (D) if provided in a Supplemental Indenture, on or before the due date of each swap payment under a Qualified Swap Facility with respect to such Series, the amount required for the payment thereof; provided, however, that if provided in a Supplemental Indenture, with respect to any

Series of Bonds or portions thereof the amounts due on any such interest payment date and/or Principal Installment due date and/or redemption date are intended to be paid from a Qualified Credit Facility prior to any application of amounts in the Series Debt Service Account to such payments, then the Trustee shall not pay any such amounts to the Paying Agent unless such amounts have failed to be provided from such Qualified Credit Facility at the time required, and if any such amounts due are paid from such Qualified Credit Facility the Trustee shall apply the amounts in the Series Debt Service Account to provide payment of the Reimbursement Obligations with respect to such Qualified Credit Facility as provided in the agreement governing reimbursement of such amounts to the provider of such Qualified Credit Facility.

(2) Except as otherwise provided in a Supplemental Indenture authorizing a Series of Bonds, amounts accumulated in any Series Debt Service Account in the Debt Service Fund with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) shall, if so directed by the Issuer in an Issuer's Certificate not less than 45 days before the due date of such Sinking Fund Installment, be applied by the Trustee to (A) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, (B) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms, or (C) any combination of (A) and (B). All purchases of any Bonds pursuant to this subsection shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the Issuer shall direct the Trustee. As soon as practicable after the 45th day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption on such due date, by giving notice as required by this Indenture, Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the appropriate Series Debt Service Account in the Debt Service Fund to the appropriate Paying Agents, on or before such redemption date (or maturity date), the amount required for the redemption of the Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Bonds shall be paid by the Issuer as an operating expense of the Parking Division.

(b) Amounts on deposit in the Debt Service Fund in the Parity Indebtedness Account shall be used and withdrawn as provided in the agreements or instruments relating to such Account and the Parity Indebtedness payable therefrom or secured thereby. Subject to the provisions of, and to the priorities and limitations and restrictions provided in, this Indenture, and the instrument securing each issue of Parity Indebtedness, amounts in the Parity Indebtedness Account which the Issuer at any time determines to be in excess of the requirements of such Account, may, at the

discretion of the Issuer, be transferred to the General Account of the Revenue Fund and applied in accordance with **Section 505**.

Section 508. Debt Service Reserve Fund.

- (a) Each Series of Bonds hereafter issued is required to be secured by an Account established within the Debt Service Reserve Fund. The Issuer has established under this Indenture a Common Debt Service Reserve Account that shall be funded to secure the Covered Bonds in an amount equal to the Common Debt Service Reserve Requirement. In addition, a Series Debt Service Reserve Account may be established for the benefit of one or more Series of Bonds as set forth in a Supplemental Indenture. Each Supplemental Indenture shall either (1) specify that the Series of Bonds issued pursuant to such Supplemental Indenture will be secured by the Common Debt Service Reserve Account or (2) create a Series Debt Service Reserve Account for such Series of Bonds and establish a related Series Debt Service Reserve Requirement, in which case such Bonds shall have a claim for payment on the related Series Debt Service Reserve Account as set forth therein. Except as otherwise provided in this Indenture, amounts held in an Account of the Debt Service Reserve Fund shall be applied only to prevent deficiencies in the payments of principal of and interest on the related Series of Bonds that have a claim on such Account.
- (b) Upon the issuance of a Series of Covered Bonds, the Issuer shall calculate the amount of the Common Debt Service Reserve Requirement to reflect the issuance of such Covered Bonds. Any resulting increase in the amount of the Common Debt Service Reserve Requirement shall be funded in whole at the time of issuance of a Series of Covered Bonds by the deposit of cash, Investment Securities or a Qualified Reserve Facility.
- (c) Upon the issuance of any Series of Bonds that are not Covered Bonds but are secured by a Series Debt Service Reserve Account, such Series Debt Service Reserve Account will be funded in an amount and in the manner to be set forth in the Supplemental Indenture authorizing such Series of Bonds.
- (d) Amounts on deposit in the Debt Service Reserve Fund in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account established for a Series of Bonds shall be disbursed and expended by the Trustee solely for the payment of the principal of and interest on the one or more Series of Bonds secured by the applicable Account of the Debt Service Reserve Fund if sufficient moneys therefor are not available in the applicable Accounts relating to such Series of Bonds, *first*, in the Debt Service Account(s) established with respect to such Series of Bonds, and *second*, in the Parking Trust Fund. In the event the balance of moneys in the applicable Debt Service Account(s) and the Parking Trust Fund are insufficient to pay the principal of and interest on a Series of Bonds secured by an Account of the Debt Service Reserve Fund when due and payable, the Trustee shall apply amounts from the applicable Account of the Debt Service Reserve Fund to the payment of principal of and interest on such Series of Bonds to the extent necessary to cure such deficiency with respect to such Series of Bonds pro rata based on the amount of such deficiency. The Trustee may use moneys in an Account of the Debt Service Reserve Fund for such purpose whether or not the amount in such Account at that time equals the applicable Debt Service Reserve Requirement. Such moneys shall be used first to

make up any deficiency in the payment of interest and then principal with respect to such Series of Bonds.

- (e) The Issuer may cause to be deposited into the Common Debt Service Reserve Account or any Series Debt Service Reserve Account in the Debt Service Reserve Fund one or more Qualified Reserve Facilities to satisfy a Debt Service Reserve Requirement. Each Qualified Reserve Facility in an Account of the Debt Service Reserve Fund shall be payable (upon the giving of notice as required thereunder and, unless otherwise authorized by any Supplemental Indenture), on a pro rata basis with any other Qualified Reserve Facilities on deposit in such Account of the Debt Service Reserve Fund based on the available principal amount of such Qualified Reserve Facilities on any day on which moneys will be required to be withdrawn from such Account and applied to make up any deficiency in the Debt Service Accounts pursuant to subsection (d) of this Section with respect to the Bonds secured by such Account of the Debt Service Reserve Fund; provided, that prior to drawing on any Qualified Reserve Facility, any cash or Investment Securities in the applicable Account of the Debt Service Reserve Fund shall be applied to cure such deficiency. Not less than 60 days prior to the expiration of any Qualified Reserve Facility, the Issuer shall provide a commitment for the extension of the term thereof or a new Qualified Reserve Facility to be deposited in the related Account of the Debt Service Reserve Fund on or before the date of such expiration or shall make provision for the deposit of cash and Investment Securities into such Account in an amount necessary to provide that the amount held therein at the expiration of the Qualified Reserve Facility shall equal the applicable Debt Service Reserve Requirement.
- (f) If the rating of any provider of a Qualified Reserve Facility is down-graded below the required ratings or the Qualified Reserve Facility is otherwise terminated or not renewed by the Issuer, then the Issuer must immediately either (1) direct the Trustee to draw on such Qualified Reserve Facility and deposit the proceeds of said drawing to the applicable Account of the Debt Service Reserve Fund, or (2) otherwise provide funds for deposit in the applicable Account of the Debt Service Reserve Fund in an amount sufficient to satisfy the related Debt Service Reserve Requirement. In the event that the Issuer fails to take action as required by the immediately preceding sentence within 5 Business Days after the Trustee receives notice from the provider of such Qualified Reserve Facility or from the Issuer or its representatives of the downgrade or termination, the Trustee shall draw on such Qualified Reserve Facility and deposit the proceeds of said drawing to the applicable Account of the Debt Service Reserve Fund.
- (g) If on the date of any valuation as provided in **Section 603** hereof, the value of the Common Debt Service Reserve Account or any Series Debt Service Reserve Account of the Debt Service Reserve Fund exceeds the applicable Debt Service Reserve Requirement, the cash or Investment Securities held in such Account in excess of the required amount shall be transferred by the Trustee to the General Account of the Revenue Fund.
- (h) If on the date of any valuation as provided in **Section 603** hereof, the value of the Common Debt Service Reserve Account or any Series Debt Service Reserve Account of the Debt Service Reserve Fund is less than the applicable Debt Service Reserve Requirement because of a withdrawal from said Account under this **Section 508** or a

valuation under **Section 603**, the Trustee shall calculate the amount of such deficiency and then determine the monthly deposit necessary to restore the funds in such account to the applicable Debt Service Reserve Requirement as follows. If such deficiency exists in the Common Debt Service Reserve Account, the monthly deposit of the Issuer shall be equal to the difference between the Common Debt Service Reserve Requirement and the amount of cash and Investment Securities and the balance available to be drawn on the related Qualified Reserve Facilities on such date, divided by 12. In the event that a deficiency exists in a Series Debt Service Reserve Account, the monthly deposit of the Issuer shall be calculated in accordance with the terms of the applicable Supplemental Indenture.

- (i) In the event of the refunding of all or a portion of a Series of Bonds secured by a Debt Service Reserve Account in the Debt Service Reserve Fund, the Trustee shall, upon the direction of the Issuer, withdraw from the related Debt Service Reserve Account of the Debt Service Reserve Fund amounts accumulated therein with respect to the Series of Bonds being refunded and (1) deposit such amounts with itself as Trustee to be held for the payment of the principal or Redemption Price, if applicable, and interest on the Bonds being refunded or (2) transfer such amounts to the trustee with respect to the refunding bonds for deposit in a reserve account established with respect to the refunding bonds; provided that such withdrawal shall not be made unless (A) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to **Section 1201**, and (B) the amount remaining in the applicable Debt Service Reserve Account of the Debt Service Reserve Fund after such withdrawal shall not be less than the applicable Debt Service Reserve Requirement.
- (j) Whenever the amount in the Debt Service Reserve Fund, excluding the amounts available under any Qualified Reserve Facility, together with the amounts in the accounts in the Debt Service Fund are sufficient to pay in full all Outstanding Bonds in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in each Account of the Debt Service Reserve Fund may, at the direction of the Issuer, be transferred to the related Account in the Debt Service Fund and no further deposits shall be required to be made into the Debt Service Reserve Fund.

Section 509. Subordinated Indebtedness Fund.

- (a) The Trustee shall apply amounts in the Subordinated Indebtedness Fund at the times, in the amounts and to the purposes specified with respect thereto in the respective resolutions, indentures or other instruments, including any Supplemental Indenture, relating to such Fund and the Subordinated Indebtedness payable therefrom or secured thereby.
- (b) Subject to the provisions of, and to the priorities and limitations and restrictions provided in, this Indenture, and the indenture or other instrument, including any Supplemental Indenture, securing each issue of Subordinated Indebtedness, amounts in the Subordinated Indebtedness Fund which the Issuer at any time determines to be in excess of the requirements of such Fund, may, at the discretion of the Issuer, be transferred to the General Account of the Revenue Fund and applied in accordance with **Section 505**.

Section 510. *Repair and Replacement Fund.*

- (a) There shall be paid into the Repair and Replacement Fund the amounts required to be so paid by the provisions of this Indenture and any Supplemental Indenture with respect to a Series of Bonds, and there may be paid into the Repair and Replacement Fund other moneys as directed in writing by the Issuer. If and to the extent provided in a Supplemental Indenture authorizing Bonds of a Series or in a resolution, indenture or other instrument, including a Supplemental Indenture, authorizing Parity Indebtedness or Subordinated Indebtedness, amounts from the proceeds of such Bonds, Parity Indebtedness or Subordinated Indebtedness, respectively, may be credited to the Repair and Replacement Fund and to any Account therein as specified in such documents for any purpose of such Fund or Account.
- (b) Amounts in the Repair and Replacement Fund shall be applied to payment of renewals, repairs, replacements, additions, betterments and improvements in connection with the Parking System necessary to keep the same in good operating condition, and to payment of extraordinary operation and maintenance expenses and contingencies, including payments with respect to the prevention or correction of any unusual loss or damage in connection with the Parking System, all to the extent not provided for in the then current Annual Budget or by reserves from the proceeds of Bonds, notes or other evidences of indebtedness issued by the Issuer to finance or refinance the Costs of the Project. Before any payment shall be made, the Issuer shall file with the Trustee its requisition thereof set forth in an Issuer's Certificate, stating in respect of the payment to be made (1) the name and address of the Person to whom payment is due (which may be the Issuer if the Issuer provided the item which is the basis of such payment), (2) the amount of such payment, (3) that such payment in the stated amount is a proper charge against the Repair and Replacement Fund and that no part of such payment will be applied to any which has previously been paid from any Fund or Account created under this Indenture. The Trustee shall promptly issue its check for each payment required by such requisition or shall by interbank transfer or other method arrange to make promptly each payment required by such requisition. The Trustee may rely fully on any such requisition
- (c) No payments shall be made from the Repair and Replacement Fund if and to the extent that the proceeds of insurance, including the proceeds of any self-insurance fund, or other moneys recoverable as the result of damage, if any, are available to pay the costs otherwise payable from such Fund.
- (d) If the value of the Repair and Replacement Fund exceeds the Repair and Replacement Fund Requirement, then the cash or Investment Securities held in such Account in excess of the required amount shall be transferred by the Trustee to the General Account of the Revenue Fund.
- (e) If the value of the Repair and Replacement Fund is less than the Repair and Replacement Requirement because of a withdrawal from said Fund under this Section or a valuation under **Section 603**, the Trustee shall calculate the amount of such deficiency and then determine the monthly deposit necessary to restore the amount in such account to the Repair and Replacement Requirement within **36** months as provided in **Section 505**.

Section 511. Rebate Fund.

There shall be deposited in each respective Series Rebate Account in the Rebate Fund such amounts as are required to be deposited therein pursuant to the tax compliance provisions applicable to any Series of Bonds under a Supplemental Indenture or a separate tax compliance agreement with respect to a Series of Bonds. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the Issuer nor the owner of any Bonds shall have any rights in or claim to such money.

The Trustee shall remit from moneys in each respective Series Rebate Account in the Rebate Fund all rebate installments and a final rebate payment to the United States required by the tax compliance provisions applicable to any Series of Bonds under a Supplemental Indenture or a separate tax compliance agreement with respect to a Series of Bonds. The Trustee shall not have any obligation to pay any amounts required to be rebated pursuant to this Section and such tax compliance provisions, other than from moneys held in the Rebate Fund created under this Indenture as provided in this Indenture or from other moneys provided to it by the Issuer. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid to the Issuer.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the applicable tax compliance provisions shall survive the defeasance or payment in full of the Bonds until all rebatable arbitrage shall have been paid.

Section 512. Purchase of Bonds.

The Issuer may purchase Bonds of any Series from any available funds other than moneys in a Series Debt Service Account at public or private sale, as and when and at such prices consistent with the market value thereof as the Issuer may in its discretion determine. All Bonds so purchased shall at such times as shall be selected by the Issuer be delivered to and cancelled by the Trustee (or provision made therefor), and no Bonds shall be issued in place thereof. In the case of the purchase of Bonds of a Series and maturity for which Sinking Fund Installments shall have been established, the Issuer shall, by an Issuer's Certificate delivered to the Trustee, elect the manner in which the principal amount of such Bonds shall be credited toward Sinking Fund Installments, consistent with the procedures of **Section 506** and the Supplemental Indenture authorizing such Bonds.

ARTICLE VI

DEPOSIT AND INVESTMENT OF FUNDS

Section 601. Deposit of Funds.

- (a) All moneys held by the Trustee and the Issuer under the provisions of this Indenture shall constitute trust funds and the Trustee and the Issuer may deposit such moneys with one or more Depositories in trust for said parties. All moneys deposited under the provisions of this Indenture with the Trustee, the Issuer or any Depository shall be held in trust and applied only in accordance with the provisions of this Indenture, and each of the Funds and Accounts established by this Indenture shall be a trust fund for the purposes thereof.

- (b) Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association having capital stock, surplus and undivided earnings of **\$100,000,000**, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture, and any other agreements made in connection with the Bonds, on terms satisfactory to the Issuer, by a guarantor with such combined capital and surplus or consolidated net worth, and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of this Indenture.
- (c) All Pledged Revenues and moneys held by any Depository under this Indenture may be placed on demand or time deposit, if and as directed by the Issuer, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. Any such deposit may be made in the commercial banking department of any Depository which may honor checks and drafts on such deposit with the same force and effect as if it were not such Depository. All moneys held by any Depository, as such, may be deposited by such Depository in its banking department on demand or, if and to the extent directed by the Issuer and acceptable to such Depository, time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Depository shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.
- (d) All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund or Account to which such moneys belong and, except as provided with respect to the investment of moneys in Investment Securities in **Section 602** hereof, the moneys credited to each particular Fund or Account shall be kept separate and apart from, and not commingled with, any moneys credited to any other Fund or Account or any other moneys deposited with the Trustee, the Issuer and each Depository.

Section 602. Investment of Funds.

Moneys held in the Funds and Accounts established hereunder shall be invested and reinvested by the Trustee at the direction of the Issuer to the fullest extent practicable in Investment Securities which mature or are available not later than such times as reasonably expected to be necessary to provide moneys when needed for payments to be made from such Funds and Accounts. The Trustee shall make all such investments of moneys held by it in accordance with the written directions of an Authorized Representative, which shall include a certification that the investments being directed are Investment Securities as required by this Indenture. If such written directions are not received, then the Trustee is authorized to invest such moneys in Investment Securities described in subparagraph (d) of the definition thereof. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries.

Interest and other investment income (net of that which (a) represents a return of accrued interest paid in connection with the purchase of any investment, and (b) is required to offset the amortization of any premium paid in connection with the purchase of any investment) earned on any

moneys or investments in the Funds and Accounts other than the Project Fund, shall be held in such account for the purposes thereof, provided, however, that to the extent such amount results in a balance that is in excess of any requirement for such Fund or Account (or, in the case of the Parking Trust Fund, the Parking Trust Fund Requirement plus \$1,000,000), such amount shall be paid into the General Account of the Revenue Fund, provided further, however, that such amount shall be paid into the Project Fund to the extent provided in a Supplemental Indenture. Interest and other investment income earned on any moneys or investments in a separate account in the Project Fund shall be held in such account for the purposes thereof; provided, however, that such amount shall be paid into the applicable Series Debt Service Account of the Debt Service Fund to the extent provided in a Supplemental Indenture. Nothing in this Indenture shall prevent any Investment Securities acquired as investments of funds held under this Indenture from being issued or held in book-entry form.

In making any investment in any Investment Securities with moneys in any Fund or Account established under this Indenture, the Issuer or the Trustee may combine such moneys with moneys in any other Fund or Account but solely for the purposes of making such investment in such Investment Securities and provided that any amount so combined shall be separately accounted for.

Although the Issuer recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Issuer hereby agrees that confirmations of Investment Securities are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 603. Valuation and Sale of Investments.

Obligations purchased as an investment of moneys in any Fund or Account created under the provisions of this Indenture shall be deemed at all times to be a part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account and any loss resulting from the liquidation of such investment shall be charged to the respective Fund or Account.

In computing the amount in any Fund or Account created under the provisions of this Indenture for any purpose provided in this Indenture, obligations purchased as an investment of moneys therein shall be valued, as of any particular time of determination, as follows:

- (a) with respect to cash, at the face value thereof,
- (b) with respect to investment agreements and any other investments eligible to be withdrawn at par, at the face value thereof,
- (c) except as provided in subsection (b), with respect to any investments, at the fair market price of the investment on the date of valuation, and
- (d) with respect to a Qualified Reserve Facility guaranteeing payments into the Debt Service Reserve Fund, at the maximum amount available under such Qualified Reserve Facility,

except as otherwise provided in any Supplemental Indenture with respect to funds or accounts created thereunder. Such computations shall be determined promptly following each interest payment date, or more frequently, at the direction of the Issuer.

Except as otherwise provided in this Indenture, the Trustee shall sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be directed in writing by the Issuer so to do or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund held by it. The Trustee shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

ARTICLE VII

GENERAL COVENANTS AND PROVISIONS

Section 701. Power to Execute Indenture and Issue Bonds.

The Issuer covenants that it is duly authorized under all applicable laws, including the constitution and laws of the State of Missouri, to execute this Indenture, to issue Bonds under this Indenture and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 702. Payment of Bonds.

The Issuer shall duly and punctually pay or cause to be paid, but solely from the sources specified in this Indenture, the principal or Redemption Price of and interest on the Bonds in accordance with the terms of the Bonds and this Indenture and the Supplemental Indenture with respect to the Bonds.

Section 703. Performance of Covenants.

The Issuer and the Parking Commission shall faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions which are to be performed by the Issuer and the Parking Commission, respectively, contained in this Indenture, in the Bonds and in all proceedings pertaining thereto, and shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other moneys, securities and funds pledged under this Indenture and all the rights of the Bondowners under this Indenture against all claims and demands of all persons whomsoever.

Section 704. Acquisition, Development and Operation of Parking System.

- (a) The Parking Commission is duly authorized under all applicable laws to approve, on behalf of the City, the acquisition, development, regulation and operation of any parking facilities or spaces owned in whole or part, leased or managed by the Parking Division. The Issuer, through the Supervisor of Parking Meters, is duly authorized under all applicable laws to, subject to the oversight and authorized funding by the Parking Commission, supervise the acquisition, development and operation of the

Parking System, and to do and perform all acts and things required to be done or performed by the Issuer to carry out such undertakings.

- (b) The Issuer shall at all times comply and shall cause the Parking Division to comply with all terms, covenants and provisions, express and implied, of all contracts or agreements affecting or involving the Parking System or business of the Issuer or the Parking Division with respect thereto. The Issuer shall duly perform and shall cause the Parking Division to perform their covenants and obligations under such agreements and will enforce the provisions thereof against the other parties thereto.
- (c) The Issuer shall use its best efforts to cause the acquisition and construction of the Projects to be accomplished in a sound and economic manner and as expeditiously as is practicable, in accordance with the plans and specifications therefor.
- (d) The Issuer shall, consistent with Prudent Practice, (a) cause the Parking System to be operated, maintained and managed in an efficient and economical manner, (b) cause the Parking System to be maintained, preserved and kept in good repair, working order and condition, and (c) cause all necessary and proper repairs, replacements and renewals to be made so that the operating efficiency of the Parking System will be properly and advantageously conducted.

Section 705. Rates, Fees and Charges; Rate Covenant.

- (a) The Parking Commission is duly authorized under all applicable laws and has the legal right and power to (1) establish rates, fees and charges imposed for use of the Parking System, (2) approve guidelines governing the administrative adjudication, disposition and collection of any parking violations or complaints issued by the City and (3) initiate proceedings to increase rates for parking violation tickets, tags, fees, fines, charges, penalties or other similar charges payable to the City for or in connection with violations of parking statutes and ordinances.
- (b) The Supervisor of Parking Meters shall promptly cause to be collected all fees and charges imposed for use of the Parking System, and shall at all times vigorously enforce the statutes and ordinances now or hereafter established pertaining to the parking of motor vehicles.
- (c) The Parking Commission shall, in accordance with applicable legal requirements, (1) fix, establish and maintain such parking rates, meter rates, and other rates, fees and charges for the use of the Parking System and (2) initiate proceedings to fix, establish and maintain such rates for parking violation tickets, tags, fees, fines, charges, penalties and other similar charges payable to the City for or in connection with violations of parking statutes and ordinances, that, together with any other available funds, will produce income and revenues sufficient to (A) pay the costs of the operation and maintenance of the Parking System; (B) pay the principal of and interest on the Bonds as and when the same become due; (C) enable the Issuer to have in each Fiscal Year a Debt Service Coverage Ratio that will be not less than 1.35; and (D) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon as provided in the Indenture.

If in any Fiscal Year the Debt Service Coverage Ratio shall be an amount less than 1.35, within 120 days after the end of such Fiscal Year, the Parking Commission shall

increase the rates, fees and charges described in subsection (a) above, and reduce Parking Division expenses, in such manner as may be necessary such that the projected Debt Service Coverage Ratio for the following Fiscal Year shall be not less than 1.35. If the Parking Commission fails to take such action within 135 days after the end of such Fiscal Year, or if the Debt Service Coverage Ratio shall be an amount less than 1.35 in any two consecutive Fiscal Years, the Supervisor of Parking Meters shall employ a Consultant within 30 days thereafter to make recommendations to increase the Debt Service Coverage Ratio for subsequent Fiscal Years to at least 1.35. A copy of the Consultant's report and recommendations shall be filed with the Supervisor of Parking Meters, the Parking Commission, the Trustee and each Credit Facility Provider within 150 days after the end of such Fiscal Year and shall be furnished to any Owner of the Bonds requesting a copy of the same at such requesting Owner's cost. The Supervisor of Parking Meters and the Parking Commission shall follow the recommendations of the Consultant to the extent feasible. So long as provisions of this paragraph (c) are complied with, and so long as (i) the average Debt Service Coverage Ratio for the two most recent Fiscal Years is not less than 1.00 or (ii) the balance in the Parking Trust Fund is equal to or greater than the Parking Trust Fund Requirement, this Section shall be deemed to have been complied with for such Fiscal Year even if the Debt Service Coverage Ratio is below 1.35 and will not constitute an Event of Default under this Indenture.

Section 706. Contract Impairments. The Issuer shall not enter into any contract or contracts or take any actions which have the effect of impairing or diminishing the rights of the Owners under this Indenture or are inconsistent with the provisions of this Indenture.

Section 707. Annual Budget. The Supervisor of Parking Meters shall prepare an Annual Budget for each Fiscal Year, which shall be reviewed by the Parking Commission and approved the Board of Aldermen. Such Annual Budget shall set forth in reasonable detail the estimated Parking Division Revenues, Operation and Maintenance Expenses and other expenditures with respect to the Parking System, and may set forth such additional information as the Issuer may determine. Each Annual Budget shall be filed with the Trustee within 30 days following the approval thereof by the Board of Aldermen.

Section 708. Accounts and Reports.

- (a) The Supervisor of Parking Meters shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the Parking System, the Parking Meter Fund, and each Fund and Account established under this Indenture, and which, together with all other books and papers of the Supervisor of Parking Meters and the Parking Division, including insurance policies, relating to the Parking System, shall at all times be subject to the inspection of the Trustee, and the Owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.
- (b) The Trustee shall furnish statements to the Issuer and the City within 10 days after the end of each month of the respective transactions during such month relating to each Fund and Account held by it under this Indenture. The Issuer and the City shall have the right upon reasonable notice and during reasonable business hours to audit

the books and records of the Trustee with respect to the Funds and Accounts held by the Trustee under this Indenture.

- (c) The Issuer shall annually, within **180** days after the close of each Fiscal Year, cause to be filed with the Trustee, and otherwise as provided by law, a copy of the Parking Division's annual report for such Fiscal Year, accompanied by an Accountant's Certificate, which shall include information relating to the Parking System, including a summary with respect to each Fund and Account established under this Indenture of the receipts therein and disbursements therefrom during such Fiscal Year and the amount held therein at the end of such Fiscal Year. Such Accountant's Certificate shall state whether or not, to the knowledge of the signer, the Issuer is in default with respect to any of the covenants, agreements or conditions on its part contained in this Indenture, and if so, the nature of such default.
- (d) The Issuer shall file with the Trustee (a) forthwith upon becoming aware of any Event of Default or default in the performance by the Issuer of any covenant, agreement or condition contained in this Indenture, an Issuer's Certificate specifying such Event of Default or default and (b) within **180** days after the end of each Fiscal Year, commencing with the first Fiscal Year ending after the issuance of the first Series of Bonds hereunder, an Issuer's Certificate stating that, to the best of the signer's knowledge and belief, the Issuer has kept, observed, performed and fulfilled its covenants and obligations contained in this Indenture and there does not exist at the date of such certificate any default by the Issuer under this Indenture or any Event of Default or other event which, with the lapse of time or giving of notice specified in **Section 901** would become an Event of Default, or, if any such default or Event of Default or other event shall so exist, specifying the same and the nature and status thereof.
- (e) The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of this Indenture shall be available for the inspection of Bondowners at the office of the Trustee and shall be mailed to each Bondowner who shall file a written request therefor with the Trustee. The Trustee may charge each Bondowner requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.
- (f) The Trustee shall have no duty to review or analyze any financial statements provided pursuant to this Section and shall hold such financial statements solely as a repository for the benefit of the Bondowners. The Trustee shall not be deemed to have notice of any information contained therein or Event of Default which may be disclosed therein in any manner.

Section 709. Permitted Indebtedness. Neither the Issuer nor the Parking Division shall incur any Indebtedness other than Bonds or Subordinated Indebtedness, except for the following Indebtedness ("Parity Indebtedness"), which may be incurred upon satisfaction of the following conditions and so long as there shall not exist any Event of Default under this Indenture (unless such Indebtedness is to be incurred to cure such Event of Default):

- (a) *Commitment Indebtedness.* The Issuer and the Parking Division may incur Commitment Indebtedness without limit, if the Indebtedness supported by such Commitment Indebtedness was incurred in accordance with one of the provisions of

this Section, **Section 202** or **Section 204**. Commitment Indebtedness shall be on a parity with the Indebtedness supported by such Commitment Indebtedness (i.e. Commitment Indebtedness incurred with respect to Bonds shall be on a parity with the Bonds, and Commitment Indebtedness incurred with respect to Subordinated Indebtedness shall be on a parity with such Subordinated Indebtedness in accordance with the terms thereof).

- (b) *Completion Indebtedness.* The Issuer or the Parking Division may incur Completion Indebtedness in a principal amount not in excess of **10%** of the principal amount of the original Bonds or Subordinated Indebtedness incurred for such facilities, if prior to the incurrence thereof there is delivered to the Trustee and each Credit Facility Provider, if any, an Issuer's Certificate stating: (1) that at the time the original Bonds or Subordinated Indebtedness for the facilities to be completed was incurred, the Parking Commission and the Supervisor of Parking Meters had reason to believe that the proceeds of such Bonds or Subordinated Indebtedness together with other moneys then expected to be available would provide sufficient moneys for the completion of such facilities; (2) the amount estimated to be needed to so complete the facilities; and (3) that the proceeds of such Completion Indebtedness to be applied to the completion of the facilities, together with a reasonable estimate of investment income to be earned on such proceeds and available to pay such costs, the amount of moneys, if any, committed to such completion from available cash or marketable securities and reasonably estimated earnings thereon, enumerated bank loans (including letters or lines of credit) and any other moneys reasonably expected to be available, will be in an amount not less than the estimated amount needed to complete the facilities set forth in such Issuer's Certificate. Completion Indebtedness shall be on a parity with the Indebtedness with respect to which Completion Indebtedness is incurred (i.e. Completion Indebtedness incurred with respect to Bonds shall be on a parity with the Bonds, and Completion Indebtedness incurred with respect to Subordinated Indebtedness shall be on a parity with such Subordinated Indebtedness in accordance with the terms thereof).
- (c) *Non-Recourse Indebtedness.* The Issuer or the Parking Division may incur Non-Recourse Indebtedness without limitation.
- (d) *Purchase Money Indebtedness.* The Issuer and the Parking Division may incur Purchase Money Indebtedness if, immediately after entering into such Purchase Money Indebtedness, the aggregate principal amount due on all Purchase Money Indebtedness then Outstanding will not be greater than **8%** of the Total Operating Revenues as shown on the audited financial statements of the Parking Division for the most recent Fiscal Year for which audited financial statements are available. Payments with respect to such Purchase Money Indebtedness permitted pursuant to this subsection shall be treated as Operation and Maintenance Expenses.
- (e) *Short-Term Indebtedness.* The Issuer or the Parking Division may incur Short-Term Indebtedness if, immediately after the incurrence of such Short-Term Indebtedness, the total principal amount of outstanding Short-Term Indebtedness incurred under this subsection does not exceed **15%** of the Total Operating Revenues as shown on the audited financial statements of the Parking Division for the most recent Fiscal Year for which audited financial statements are available; provided, however, that for a period of at least **10** consecutive calendar days in each Fiscal Year the total amount of such

Short-Term Indebtedness outstanding under this subsection shall be not more than 5% of the Total Operating Revenues for the preceding Fiscal Year plus such additional amount as the Supervisor of Parking Meters certifies in an Issuer's Certificate is (1) attributable to Short-Term Indebtedness incurred to offset a temporary delay in the receipt of funds due from third party payors and (2) in the minimum amount reasonably practicable taking into account such delay. Short-Term Indebtedness permitted pursuant to this subsection shall be on a parity with the Bonds.

Indebtedness other than Bonds or Subordinated Indebtedness may be classified and incurred under any of the above-referenced subsections with respect to which the tests set forth in such subsections are met. The Issuer may elect to have Indebtedness that was classified and issued pursuant to one provision of this Section, reclassified as having been incurred under another provision of this Indenture, by demonstrating compliance with such other provision on the assumption that such Indebtedness is being reissued on the date of delivery of the materials required to be delivered under such other provision. From and after such demonstration, such Indebtedness shall be deemed to have been incurred under the provision with respect to which such compliance has been demonstrated until any subsequent reclassification of such Indebtedness.

The Supervisor of Parking Meters shall, prior to, or as soon as reasonably practicable after, the incurrence of any Indebtedness, deliver to the Trustee an Issuer's Certificate which identifies the Indebtedness incurred, identifies the subsection of this Section pursuant to which such Indebtedness was incurred, demonstrates compliance with the provisions of such subsection and attaches a copy of the instrument evidencing such Indebtedness.

Section 710. Creation of Liens; Sale or Transfer.

- (a) The Issuer represents and covenants that, except to the extent otherwise provided in this Indenture, the Pledged Revenues, the Funds and other moneys, securities and funds pledged and assigned under this Indenture are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by this Indenture, and action on the part of the Issuer, the Parking Division and the City to that end has been and will be duly and validly taken.
- (b) The Issuer shall not sell, convey, mortgage, encumber or otherwise dispose of any part of the Pledged Revenues or the Trust Estate, except as specifically authorized herein. The Issuer shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Pledged Revenues or other moneys, securities or funds held or set aside by the Issuer or by the Trustee under this Indenture and shall not create or cause to be created any lien or charge on the Pledged Revenues, or such moneys, securities or funds; *provided, however,* that nothing contained in this Indenture shall prevent the Issuer from issuing, if and to the extent permitted by law, bonds, notes, debentures or other evidences of indebtedness payable on a basis subordinate to the Bonds, payable out of or secured by a pledge or assignment of the Pledged Revenues or other moneys, securities or funds held or set aside by the Issuer or by the Trustee under this Indenture.
- (c) Neither the Issuer nor the Parking Division shall create or incur, and each will use its good faith efforts to prevent the creation, incurrence or existence of, any mortgage,

lien, security interest, charge or encumbrance except Permitted Encumbrances upon any Project, and shall promptly discharge or terminate all mortgages, liens, security interests, charges and encumbrances on any Project that are not Permitted Encumbrances. Neither the Issuer nor the Parking Division shall create or incur, and each will use its good faith efforts to prevent the creation, incurrence or existence of, any mortgage, lien, security interest, charge or encumbrance except Permitted Encumbrances upon any portion of the Parking System other than a Project, and shall promptly discharge or terminate all such mortgages, liens, security interests, charges and encumbrances (other than Permitted Encumbrances), unless:

- (1) such mortgage, lien, security interest, charge or encumbrance is deemed by the Supervisor of Parking Meters to be in the best interests of the City and the Parking Division; and
 - (2) prior to the creation of such mortgage, lien, security interest, charge or encumbrance, there is delivered to the Trustee an Issuer's Certificate demonstrating that the ratio determined by dividing (A) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available, less any portion of the Pledged Revenues for such Fiscal Years attributable to the property to be encumbered, by (B) a denominator equal to the Maximum Annual Debt Service with respect to all Outstanding Bonds and Parity Indebtedness, is *either*:
 - (i) not less than 1.50; or
 - (ii) greater than the Debt Service Coverage Ratio with respect to the immediately preceding Fiscal Year.
- (d) Neither the Issuer nor the Parking Division shall sell, transfer, assign or dispose of any portion of the Parking System or any property essential to the proper operation of the Parking System or to the maintenance of the Parking Division Revenues other than pursuant to a Permitted Transfer, unless:
- (1) such sale, transfer, assignment or disposal is deemed by the Supervisor of Parking Meters to be in the best interests of the City and the Parking Division;
 - (2) prior to such sale, transfer, assignment or disposal, there is delivered to the Trustee an Issuer's Certificate demonstrating that the ratio determined by dividing (A) a numerator equal to the average of the Pledged Revenues for the two most recent Fiscal Years for which audited financial statements are available, less any portion of the Pledged Revenues for such Fiscal Years attributable to the property to be sold, transferred, assigned or disposed of, by (B) a denominator equal to the Maximum Annual Debt Service with respect to all Outstanding Bonds and Parity Indebtedness after taking into account the redemption or defeasance of Bonds pursuant to subsection (3) below, if any, is *either*:
 - (i) not less than 1.50; or

- (ii) greater than the Debt Service Coverage Ratio with respect to the immediately preceding Fiscal Year; and
- (3) any Project Sale Proceeds are promptly deposited with the Trustee for application in accordance with the written directions of the Issuer; provided, that in the event that the Project Sale Proceeds are to be applied for any purpose other than the redemption of Bonds in accordance with **Section 401(b)** hereof and the applicable Supplemental Indentures, such written directions must be accompanied by an Opinion of Bond Counsel to the effect that application of the Project Sale Proceeds in accordance with such written directions will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for federal income tax purposes.

Section 711. Maintenance of Insurance.

- (a) The Issuer shall, at all times, maintain insurance coverage through reputable insurance carriers or self-insurance, with respect to the Parking System and its operations, covering such risks that are of a character customarily insured against for similar interests held by entities constructing and operating parking facilities similar to the Parking System (including but not limited to property and casualty, general liability and business interruption), and in such relative amounts as are usually obtained and are, in its judgment, adequate to protect the Parking System and its operations, to the extent available on commercially reasonable terms. The Issuer shall use its best efforts to maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those with rights and interests similar to the Parking System, to the extent available on commercially reasonable terms. All insurance obtained with respect to the Parking System shall name the Trustee as an additional insured, and all insurance obtained with respect to a Project shall name the Trustee as loss payee.
- (b) The Issuer shall also use its best efforts to maintain or cause to be maintained any additional or other insurance which it shall deem necessary or advisable to protect its interests and the interests of the Bondowners, to the extent available on commercially reasonable terms.
- (c) Any insurance required by this **Section 711** shall be in the form of policies or contracts for insurance with insurers of good standing and shall name the Trustee as an additional insured (and, for any insurance with respect to a Project, as loss payee); provided, however, that the Issuer may elect to be self-insured for all or any part of the requirements of this **Section 711** if (i) the Issuer obtains a bi-annual written evaluation with respect to such self-insurance program from an independent insurance consultant or actuary, and (ii) the evaluation is to the effect that the self-insurance program is prudent under the circumstances and is actuarially sound.
- (d) The Issuer shall file or cause to be filed with the Trustee annually, within **180** days after the close of each Fiscal Year, an Issuer's Certificate setting forth (1) a description in reasonable detail of the insurance then in effect, including any self-insurance fund maintained, pursuant to the requirements of this Section and that the

Issuer has complied in all respects with the requirements of this Section, and (2) whether during such year any loss has been incurred relating to the Parking System and, if so, the amount of insurance proceeds covering such loss and specifying the reasonable and necessary costs relating thereto.

Section 712. Reconstruction; Application of Insurance Proceeds.

- (a) If any useful portion of a Project shall be damaged or destroyed, the Issuer shall as expeditiously as possible cause the repair, reconstruction or replacement thereof, unless the Supervisor of Parking Meters in an Issuer's Certificate filed with the Trustee shall state, in the judgment of the Supervisor of Parking Meters, that such reconstruction or replacement is not in the best interests of the Issuer and the Bondowners.
- (b) Any Project Insurance Proceeds must be promptly deposited with the Trustee to be held by the Trustee in a special account in the Project Fund and made available for, and to the extent necessary be applied to, the costs of reconstruction. Pending such application, such proceeds shall be invested by the Issuer or the Trustee at the written direction of the Issuer in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed to pay such costs of reconstruction. Interest earned on such account or investments shall be deposited into the General Account of the Revenue Fund. The proceeds of any insurance not applied within 36 months after receipt thereof by the Issuer or the Trustee to the costs of reconstruction, or which the Issuer shall at any time notify the Trustee are not to be so applied, shall be transferred (1) to the extent the insurance proceeds relate to a Project, to each Series Debt Service Account of the Debt Service Fund on a pro rata basis based on the principal amount of each Series of Bonds then Outstanding and applied to the redemption of Bonds in accordance with **Section 401(c)** hereof and the provisions of each Supplemental Indenture and (2) to the extent the insurance proceeds relate to a portion of the Parking System other than a Project, to the Net Parking Division Revenues Account. Notwithstanding the foregoing, in the event that payments are made from the Repair and Replacement Fund for any such costs of reconstruction prior to the availability of insurance proceeds, including the proceeds of any self-insurance fund therefor, such proceeds when received shall be deposited in the Repair and Replacement Fund to the extent of such payments therefrom.
- (c) Notwithstanding the provisions of subsection (b) above, in the event that the Supervisor of Parking Meters files an Issuer's Certificate with the Trustee pursuant to subsection (a) above stating that reconstruction or replacement of any portion of a Project is not in the best interests of the Issuer and the Bondowners, then any related Project Insurance Proceeds must be promptly deposited with the Trustee for deposit into each Series Debt Service Account of the Debt Service Fund on a pro rata basis based on the principal amount of each Series of Bonds then Outstanding and applied to the redemption of Bonds in accordance with **Section 401(b)** hereof and the provisions of each Supplemental Indenture.
- (d) The proceeds of any insurance (other than proceeds of any business interruption loss insurance) paid to the Issuer on account of the damage or destruction of any portion of the Parking System other than a Project shall be applied by the Issuer to repair, reconstruct or replace such facility, acquire additional facilities that will become a

part of the Parking System or will be essential to the proper operation of the Parking System or to the maintenance of the Parking Division Revenues, or repay the principal of Long-Term Indebtedness of the Issuer, or shall be otherwise used in a productive manner to the benefit of the Parking Division's operations.

Section 713. Tax Covenants.

The Issuer shall not use or permit the use of any proceeds of any tax-exempt Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would adversely affect the exclusion of the interest on any tax-exempt Bond from gross income for federal income tax purposes. The Issuer agrees that so long as any of the Bonds remain Outstanding, it will comply with the tax compliance provisions applicable to the Issuer under any Supplemental Indenture with respect to a Series of Bonds.

The Issuer and the Trustee agree to comply with the tax compliance provisions under any Supplemental Indenture or tax compliance agreement with respect to a Series of Bonds issued as tax-exempt Bonds and with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on such Bonds. The Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Trustee, on behalf of the Issuer, with such information as the Trustee, on behalf of the Issuer, may request in order to determine in a manner reasonably satisfactory to the Trustee, on behalf of the Issuer, all matters relating to (a) the actuarial yields on the Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with the rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Issuer as an operating expense of the Parking Division.

Notwithstanding any provision of this Section, if the Issuer provides to the Trustee an Opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some other or further action is required, to maintain the exclusion of interest on any Bonds from federal gross income, the Issuer and the Trustee may conclusively rely on such opinion in complying with the provisions of this Indenture, and the covenants under this Indenture shall be deemed to be modified to that extent.

Section 714. Payment of Taxes and Charges.

The Issuer and the Parking Division will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon or relating to the Parking System or upon the rights, revenues, income, receipts, and other moneys, securities and funds of the Issuer or the Parking Division relating to the Parking System when the same shall become due (including all rights, moneys and other property transferred, assigned or pledged under this Indenture), and all lawful claims for labor and material and supplies relating to the Parking System, except those taxes, assessments, charges or claims which the Issuer or the Parking Division shall in good faith contest by proper legal proceedings if the Parking Division shall in all such cases have set aside on its books reserves deemed by the Supervisor of Parking Meters to be adequate with respect thereto.

Section 715. Observance of Laws and Regulations.

The Issuer and the Parking Division will keep, observe and perform all valid and lawful obligations or orders or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America or of the State of Missouri, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege, license or franchise now owned or hereafter acquired by the Issuer relating to or affecting the Parking System, including its right to exist and carry on business, to the end that such rights, privileges, licenses and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired; *provided, however*, that the Issuer shall not be required to comply with any such orders so long as the validity or application thereof shall be contested in good faith.

ARTICLE VIII

[RESERVED]

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default.

The term "*Event of Default*", wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or
- (b) default in the payment of the principal or Redemption Price of any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or
- (c) default in the performance, or breach, of any covenant or agreement of the Issuer in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **60** days after there has been given to the Issuer by the Trustee or to the Issuer and the Trustee by the Owners of at least **25%** in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **60-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Issuer shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or
- (d) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Issuer, or adjudging the Issuer a bankrupt or insolvent, or approving

as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Issuer under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Issuer or any substantial part of its property, or ordering the winding up or liquidation of its affairs; or

- (e) any other event described as an Event of Default in a Supplemental Indenture.

Section 902. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default under **Section 901** occurs and is continuing, the Trustee may, and if requested by the Owners of not less than **25%** in principal amount of the Bonds Outstanding shall, by written notice to the Issuer, declare the principal of all Bonds Outstanding and the interest accrued thereon to the date of acceleration to be due and payable, subject to the rights or limitations specified in a Supplemental Indenture with respect to a Series of Bonds, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Issuer and the Trustee, rescind and annul such declaration and its consequences if:

- (a) there is deposited with the Trustee a sum sufficient to pay the following:
 - (1) all overdue installments of interest on all Bonds;
 - (2) the principal (and Redemption Price, if any) of any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds;
 - (3) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Bonds; and
 - (4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (b) all Events of Default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 909** hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 903. Exercise of Remedies by the Trustee.

Upon the occurrence and continuance of any Event of Default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

- (a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, Redemption Price, if any, and interest on the Bonds Outstanding, including interest on overdue principal and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture to enforce and compel the performance of the duties and obligations of the Issuer as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.
- (b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the Owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in **Section 1002(e)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the Bondowners.
- (c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the Issuer is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the Bondowners.
- (e) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 906** hereof, be for the equal and ratable benefit of the Owners of the Bonds in respect of which such judgment has been recovered.
- (f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the Issuer, the Trustee and the

Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Section 904. Limitation on Suits by Bondowners.

No Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such Owner has previously given written notice to the Trustee of a continuing Event of Default;
- (b) the Owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;
- (c) such Owner or Owners have offered to the Trustee indemnity as provided in this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority in principal amount of the Outstanding Bonds;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other Owners of Bonds, or to obtain or to seek to obtain priority or preference over any other Owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, the Owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and Redemption Price, if any) and interest on such Bond on the respective stated maturity expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any Owner to institute suit for the enforcement of any such payment.

Section 905. Control of Proceedings by Bondowners.

Subject to the provisions of **Section 904** hereof, the Owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an Event of Default,

- (a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and
- (b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that:
 - (1) such direction shall not be in conflict with any rule of law or this Indenture;
 - (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; and
 - (3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Owners not taking part in such direction.

Section 906. Application of Moneys Collected.

Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys), together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

- (a) **First:** To the payment of all amounts due the Trustee under **Section 1004** hereof.
- (b) **Second:** To the payment of Operation and Maintenance Expenses then due.
- (c) **Third:** To the payment of the interest and principal then due on the Bonds and Parity Indebtedness as follows:
 - (1) If the principal of all the Bonds and Parity Indebtedness shall not have become and shall not have been declared due and payable, all such moneys shall be applied:
 - First:* To the payment to the Persons entitled thereto of all installments of interest then due on the Bonds and Parity Indebtedness, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege; and

Second: To the payment to the Persons entitled thereto of the unpaid principal and premium, if any, on the Bonds and Parity Indebtedness which shall have become due (other than Bonds called for redemption or for which moneys for the payment thereof held pursuant to the provisions of this Indenture), in the order of the scheduled dates of their payment, and, if the amount available shall not be sufficient to pay in full Bonds and Parity Indebtedness due on any particular date, then to the payment ratably, according to the amount of principal and premium due on such date, to the Persons entitled thereto without any discrimination or privilege.

- (2) If the principal of all the Bonds and Parity Indebtedness shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds and Parity Indebtedness without preference or priority of principal, premium or interest over the others, or of any installment of interest over any other installment of interest, or of any Bond or Parity Indebtedness over any other Bond or Parity Indebtedness, ratably, according to the amounts due respectively for principal, premium, if any, and interest to the Persons entitled thereto without any discrimination or privilege; and
- (3) If the principal of all the Bonds and Parity Indebtedness shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, provided that no distribution has been made pursuant to the provisions of paragraph (2) of this subsection, the moneys shall be applied in accordance with the provisions of paragraph (1) of this subsection.
- (d) **Fourth:** To the payment of the interest and principal then due on the Subordinated Indebtedness as provided in the resolutions, indentures or other instruments, including any Supplemental Indenture, authorizing the Subordinated Indebtedness.
- (e) **Fifth:** To the payment of the remainder, if any, to the Issuer or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, or as otherwise provided in a Supplemental Indenture.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 907. *Rights and Remedies Cumulative.*

No right or remedy herein conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

Section 908. *Advances by Trustee.*

If the Issuer shall fail to make any payment or perform any of its covenants in this Indenture, the Trustee may, at any time and from time to time, use and apply any moneys held by it under this Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Issuer. All moneys so used or advanced by the Trustee, together with interest at the Trustee's announced prime rate per annum plus 2%, shall be repaid by the Issuer upon demand and such advances shall be secured under this Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under this Indenture but no such use of moneys or advance shall relieve the Issuer from any default hereunder.

Section 909. *Waiver of Past Defaults.*

Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Issuer, on behalf of the Owners of all the Bonds waive any past default hereunder and its consequences, except a default (a) in the payment of the principal of (or premium, if any) or interest on any Bond, (b) in respect of a covenant or provision hereof which under **Article XI** cannot be modified or amended without the consent of the Owner of each Outstanding Bond affected, or (c) in the payment of the fees, charges and expenses of the Trustee or its agents and attorneys without the consent of the Trustee.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Section 910. *Effect of Discontinuance of Proceedings.* If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the Issuer, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

TRUSTEE, PAYING AGENTS AND BOND REGISTRARS

Section 1001. Acceptance of Trusts; Certain Duties and Responsibilities.

The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

- (a) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and in the absence of bad faith, negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.
- (b) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances.
- (c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except:
 - (1) that this subsection shall not be construed to limit the effect of subsection (a) of this Section;
 - (2) that the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;
 - (3) that the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and
 - (4) that no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

- (d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 1002. Certain Rights of Trustee.

Except as otherwise provided in **Section 1001** hereof:

- (a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) The Trustee shall be entitled to rely upon an Issuer's Certificate as to the sufficiency of any request or direction of the Issuer mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution or ordinance in the form therein set forth has been duly adopted by the governing board of the Issuer, the Parking Commission or the City and is in full force and effect.
- (c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Issuer's Certificate.
- (d) The Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel or Opinion of Bond Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.
- (e) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Bondowners or other parties pursuant to this Indenture, unless there shall have been offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct) which might be incurred by it in compliance with such request or direction; *provided that* the Trustee may not require indemnity as a condition to declaring the principal of and interest on the Bonds to be due and payable under **Section 902**, or to making any payment of principal, purchase price, premium or interest on the Bonds, or making a draw under a Qualified Credit Facility or a Qualified Liquidity Facility.
- (f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, personally or by agent or attorney.

- (g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Issuer of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Issuer under any provision of this Indenture.
- (h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.
- (i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise provided in this Indenture.
- (j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.
- (k) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.
- (l) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

Section 1003. Notice of Defaults.

The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except a default in any of the payments to the Trustee required to be made by **Article V** hereof, unless the Trustee shall be specifically notified in writing of such default by the Issuer, or the Owners of at least **25%** in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the occurrence of any default hereunder of which the Trustee is required to take notice or has received notice as provided in this Section, the Trustee shall give written notice of such default to the Issuer, and all Owners of Bonds as shown on the bond register maintained by the Trustee, unless such default shall have been cured or waived. For the purpose of this Section, the term "**default**" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 1004. Compensation and Reimbursement.

The Trustee shall be entitled to payment or reimbursement, as follows:

- (a) from time to time for reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);
- (b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence, willful misconduct or bad faith; and
- (c) indemnity of the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence, willful misconduct or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

All such payments and reimbursements shall be made by the Issuer with interest at the rate of interest per annum equal to the prime rate announced from time to time by the Trustee.

The Trustee shall promptly notify the Issuer in writing of any claim or action brought against the Trustee in respect of which indemnity may be sought against the Issuer, setting forth the particulars of such claim or action, and the Issuer will assume the defense thereof, including the employment of counsel satisfactory to the Trustee and the payment of all expenses. The Trustee may employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall not be payable by the Issuer unless (i) such employment has been specifically authorized by the Issuer, (ii) in the opinion of the Trustee the Issuer has failed to actively and competently pursue the defense of such claim or action, or (iii) the Issuer's counsel is precluded, by the rules governing conflicts of interest, from representing the Trustee.

Section 1005. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof or national banking association, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, having a corporate trust office located in the State of Missouri. The Trustee must have a combined capital and surplus or consolidated net worth of at least \$100,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the Issuer, by a guarantor with such combined capital and surplus or consolidated net worth. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 1006. Resignation and Removal of Trustee.

- (a) The Trustee may resign at any time by giving written notice thereof to the Issuer and each Owner of Bonds Outstanding as shown by the bond register required by this Indenture to be kept by the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within **30** days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.
- (b) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Issuer and the Trustee signed by the Owners of a majority in principal amount of the Outstanding Bonds. The Issuer or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.
- (c) The Trustee may be removed at any time (so long as no Event of Default has occurred and is continuing under this Indenture and no condition exists which could become an Event of Default with the passage of time pursuant to **Section 901(c)** hereof) by an instrument in writing signed by the Issuer and delivered to the Trustee. The foregoing notwithstanding, the Trustee may not be removed by the Issuer unless written notice of the delivery of such instrument is given to the Owners of all Bonds Outstanding under this Indenture, which notice indicates the Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective not less than **60** days from the date of such notice, unless the Owners of not less than **25%** in aggregate principal amount of such Bonds Outstanding shall object in writing to such removal and replacement.
- (d) If at any time (1) the Trustee shall cease to be eligible under **Section 1005** and shall fail to resign after written request therefor by the Issuer or by any such Bondowner, or (2) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation; then, in any such case, the Issuer may remove the Trustee, or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

The Trustee shall give notice of such resignation and such removal of the Trustee and such appointment of a successor Trustee to the Registered Owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its corporate trust office.

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 1007**.

Section 1007. Appointment of Successor Trustee.

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Issuer, or the Owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Issuer and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Issuer or the Bondowners. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, the Trustee or any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank with trust powers or trust company or national banking association in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 1008. Acceptance of Appointment by Successor.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee; but, on request of the Issuer or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder. Upon request of any such predecessor or successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 1009. Merger, Consolidation and Succession to Business.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of

any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 1010. Co-Trustees and Separate Trustees.

At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the Owners of at least **25%** in principal amount of the Bonds Outstanding, the Issuer shall for such purposes join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such Person or Persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Issuer does not join in such appointment within **15** days after the receipt by it of a request so to do, or in case an Event of Default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

- (a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee.
- (b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.
- (c) The Trustee at any time, by an instrument in writing executed by it, with the written concurrence of the Issuer, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an Event of Default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the

Issuer. Upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

- (d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder.
- (e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 1011. Paying Agents and Bond Registrars.

The Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds. The Issuer may, in its discretion, cause the necessary arrangements to be made through the Trustee for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, Redemption Price, if any, and interest on the Bonds of any Series or of alternate Bond Registrars for the purpose of registering, transferring and exchanging Bonds of any Series at the designated corporate trust office of said alternate Bond Registrars. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent and Bond Registrar for the Bonds, and the successor Trustee shall become such Trustee and Paying Agent and Bond Registrar unless a separate Paying Agent and Bond Registrar are appointed by the Issuer in connection with the appointment of any successor Trustee.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures without Consent of Bondowners.

Without the consent of the Owners of any Bonds, the Issuer and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

- (a) to more precisely identify the facilities financed or refinanced with proceeds of the Bonds, or to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property;
- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any Series of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed;
- (c) to authorize the issuance of any Series of Bonds and make such other provisions as provided in **Article II** and to specify any other terms and provisions with respect to

such Bonds that are not inconsistent with the provisions of this Indenture then in effect;

- (d) to modify or eliminate any of the terms of this Indenture; provided, however, that: (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding of any Series issued prior to the execution of such Supplemental Indenture, and (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its judgment, may not afford adequate protection to the Trustee when the same becomes operative;
- (e) to evidence the appointment of a separate Trustee or the succession of a new Trustee under this Indenture;
- (f) to add to the covenants of the Issuer or to the rights, powers and remedies of the Trustee for the benefit of the Owners of all of the Bonds or to surrender any right or power herein conferred upon the Issuer;
- (g) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein, or to make any other change with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the Owners of the Bonds;
- (h) to authorize Subordinated Indebtedness and, in connection therewith, specify and determine any matters and things relative to such Subordinated Indebtedness which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the original issuance and delivery of such Subordinated Indebtedness;
- (i) to authorize a Qualified Credit Facility, Qualified Liquidity Facility, Qualified Reserve Facility, or Qualified Swap Facility with respect to any Series of Bonds, permitted under this Indenture;
- (j) to add additional Events of Default under this Indenture, including any default in the performance, or breach of any covenant or agreement, of the Issuer under any Qualified Credit Facility or Qualified Liquidity Facility; or
- (k) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

Section 1102. Supplemental Indentures with Consent of Bondowners.

With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Issuer and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any

manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the Owner of each Outstanding Bond affected thereby, carry out any of the following:

- (a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date);
- (b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners is required for any such Supplemental Indenture, or the consent of whose Owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences;
- (c) modify the obligation of the Issuer to make payment on or provide funds for the payment of any Bond;
- (d) modify or alter the provisions of the definition of the term "*Outstanding*";
- (e) modify any of the provisions of this Section or **Section 909**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Owner of each Bond affected thereby; or
- (f) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the Owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee may in its discretion determine whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the Owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

Section 1103. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the Issuer shall receive and, subject to **Section 1001**, shall be fully protected in relying upon, an Opinion of Bond Counsel stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and the Act, and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms, and that the execution and delivery thereof will not adversely affect the exclusion of interest on any tax-exempt Bonds from gross income for federal income tax purposes. The Trustee may, but shall not, except to the extent required in the case of any Supplemental Indenture entered into under **Section 1101(k)**, be

obligated to, enter into any Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 1104. Effect of Supplemental Indentures.

Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every Owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 1105. Reference in Bonds to Supplemental Indentures.

Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

SATISFACTION AND DISCHARGE

Section 1201. Payment, Discharge and Defeasance of Bonds.

All or part of the Bonds of any Series or maturity will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Issuer shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or Redemption Price of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Trustee for cancellation; or
- (c) by depositing in trust with the Trustee moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal or Redemption Price of and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

Bonds may be defeased in advance of their maturity or redemption dates pursuant to subsection (c) above only upon receipt by the Trustee and the Issuer of (a) a verification report

prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee and the Issuer, and (b) an Opinion of Bond Counsel to the effect that (1) the payment of the principal of and Redemption Price, if any, and interest on all such Bonds has been provided for in the manner set forth in this Indenture, and (2) so providing for the payment of such Bonds will not cause the interest on any tax-exempt Bonds to be included in gross income for federal income tax purposes.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of moneys, or Defeasance Obligations and moneys, if any, in accordance with this Section, the interest to come due on such Variable Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be (which maturity or redemption date shall not be later than the first date following the date of such deposit on which the Variable Rate Bonds are subject to mandatory or optional tender for purchase), shall be calculated at the maximum rate permitted by the terms thereof; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Defeasance Obligations on deposit with the Trustee for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of such Variable Rate Bonds in order to satisfy the requirements of this Section, the Trustee shall, if requested by the Issuer, pay the amount of such excess to the Issuer free and clear of any trust, lien, security interest, pledge or assignment securing the Bonds or otherwise existing under this Indenture.

The foregoing notwithstanding, the liability of the Issuer in respect of such Bonds shall continue, but the Owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment to the Persons entitled thereto, of the principal (and Redemption Price, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Section 1202. Satisfaction and Discharge of Indenture.

This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights under **Section 1203** hereof) if the following conditions are met:

- (a) the principal or Redemption Price of and interest on all Bonds of all Series has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1201**;
- (b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment;
- (c) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that (1) all conditions precedent in this Section to the satisfaction and discharge of this Indenture have been complied with, and (2) so providing for the payment of the Bonds will not adversely affect the exclusion of the interest on any tax-exempt Bonds from gross income for

federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture; and

- (d) the Trustee receives an opinion of nationally recognized bankruptcy counsel addressed to the Trustee and the Issuer to the effect that any deposit of cash or securities and any deposit of investment earnings thereon to effect such defeasance and subsequent payment to Owners of the Bonds shall not constitute a voidable preference in a case commenced under the United States Bankruptcy Code (including §§544 and 547 thereof) or any applicable state statute by or against the Issuer.

Thereupon, the Trustee shall execute and deliver to the Issuer a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary and shall pay, assign, transfer and deliver to the Issuer, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as herein provided for the payment of the principal or Redemption Price of and interest on the Bonds.

Section 1203. Rights Retained After Discharge.

Notwithstanding the satisfaction and discharge of this Indenture, the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee for the payment of the principal or Redemption Price of or interest on any Bond remaining unclaimed for 3 years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid without liability for interest thereon to the Issuer, and the Owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Issuer for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1301. Notices.

Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following Persons, if the same shall be delivered by prepaid overnight delivery service, or mailed by first class mail, postage prepaid, or transmitted by confirmed facsimile, at the following addresses or facsimile numbers (or such other addresses or facsimile numbers specified in a Supplemental Indenture), provided that any of the foregoing given or furnished to or filed with the Trustee shall be effective only upon receipt:

(a) To the Issuer:

The City of St. Louis, Missouri
1200 Market Street, Room 220
St. Louis, Missouri 63103
Attention: Treasurer, as Supervisor of Parking Meters
Facsimile: (314) 622-4246

(b) To the City:

The City of St. Louis, Missouri
133 S. 11th, Suite 520
St. Louis, Missouri 63102
Attention: CFO
Facsimile: (314) 622-3781

(c) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102
Attention: Corporate Trust Department
Facsimile: (314) 612-8499

(d) To the Bondowners:

By first class mail to the addresses of the Bondowners as shown on the bond register maintained by the Bond Registrar under this Indenture.

(e) To the Securities Depository:

The Depository Trust Company
55 Water Street
50th Floor
New York, New York 10041-0099
Attention: Supervisor, Put Bonds Section/Reorganization Department
Facsimile: (212) 855-5235

(f) To all other Persons with respect to a Series of Bonds at the addresses and telecopy numbers specified in the Supplemental Indentures authorizing such Series of Bonds.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

If notice to Bondowners is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to other Bondowners. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after

the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1302. Acts of Bondowners.

Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by Bondowners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such Bondowners or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Bonds, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Issuer and the Trustee, if made in the following manner:

- (a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.
- (b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.
- (c) The ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the bond register maintained by the Trustee.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds registered in the name of the Issuer shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1303. Further Assurances.

The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Indenture.

Section 1304. No Recourse Against Officers, Directors, Employees or Agents of the City.

No recourse shall be had for the payment of the principal or Redemption Price of, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, employee or agent of the City, or of any successor public corporation, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance, authentication and delivery of Bonds.

Section 1305. Payments Due on Non-Business Days.

In any case where the date of maturity of principal or Redemption Price of or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal or Redemption Price of or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1306. Benefit of Indenture.

This Indenture shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Indenture, nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed hereunder and the Owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1307. Severability.

If any provision in this Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1308. Electronic Transactions.

The transactions described in this Indenture may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1309. Execution in Counterparts.

This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

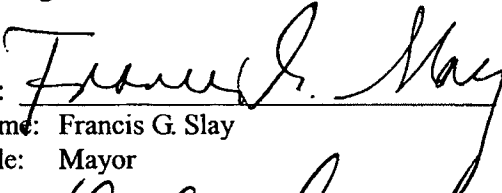
Section 1310. Governing Law.

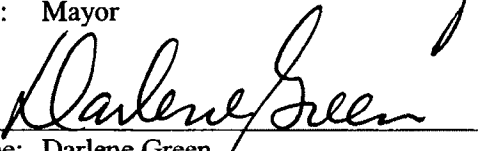
This Indenture shall be governed by and construed in accordance with the laws of the State of Missouri.

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IN WITNESS WHEREOF, the Issuer, the Parking Commission and the Trustee have caused this Trust Indenture to be duly executed by their duly authorized representatives, as of the day and year first above written.

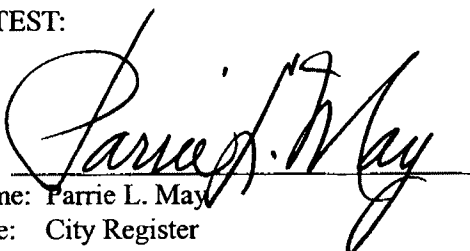
THE CITY OF ST. LOUIS, MISSOURI,
acting through the Treasurer of The City of St.
Louis, Missouri in his capacity as Supervisor of
Parking Meters

By: 
Name: Francis G. Slay
Title: Mayor

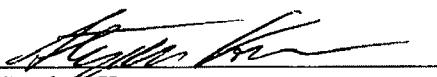
By: 
Name: Darlene Green
Title: Comptroller

By: 
Name: Larry C. Williams
Title: Supervisor of Parking Meters

ATTEST:

By: 
Name: Parrie L. May
Title: City Register

APPROVED AS TO FORM:

By: 
Name: Stephen Kovac
Title: Deputy City Counselor

**PARKING COMMISSION OF THE CITY OF
ST. LOUIS, MISSOURI**

By: 
Name: Larry C. Williams
Title: Chairman and Supervisor of Parking
Meters of the City of St. Louis, Missouri

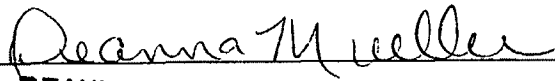
ATTEST:

By: 
Name: Darlene Green
Title: Member and Comptroller of the City of
St. Louis, Missouri

UMB BANK, N.A., as Trustee

By: 
Name: Brian Krippner
Title: Vice President

ATTEST:

By: 
Name: DEANNA MUELLER
Title: ASSISTANT VICE PRESIDENT

**EXHIBIT A
TO TRUST INDENTURE**

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R- _____

Registered
\$ _____

THE CITY OF ST. LOUIS, MISSOURI

**PARKING REVENUE BOND
(PARKING SYSTEM)
SERIES [DESIGNATION]**

Interest Rate

Maturity Date

Date of Bonds

CUSIP

Registered Owner: _____ **** CEDE & CO. ****

Principal Amount: _____ **DOLLARS**

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture described herein.

The **CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision, acting through the Treasurer of the City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters (the "*Issuer*"), for value received, promises to pay, but solely from the sources herein specified to the Registered Owner named above, or registered assigns, the principal amount stated above on the

maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Bonds stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ and _____ in each year, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date upon presentation and surrender of this Bond at the designated corporate trust office of **UMB BANK, N.A.** (the "**Trustee**"). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date and shall be paid by (1) check or draft mailed to such Registered Owner at his address as it appears on such bond register or at such other address furnished in writing by such Registered Owner to the Trustee, or (2) at the written request addressed to the Trustee by any Registered Owner of Bonds in the aggregate principal amount of at least **\$1,000,000**, by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions (which shall be in the continental United States) to which such Owner wishes to have such transfer directed and such written notice is given by such Owner to the Trustee not less than **15** days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

Authorization of Bonds. This Bond is one of a duly authorized Series of Bonds of the Issuer, designated "**Parking Revenue Bonds, Series [Designation] Bonds**", in the aggregate principal amount of **\$(Principal Amount)** (the "**Series [Designation] Bonds**"), issued pursuant to the authority of and in full compliance with the constitution and statutes of the State of Missouri, including particularly Section 82.470 *et seq.* of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the Issuer. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of December 1, 2006 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "**Indenture**"), among the Issuer, the Parking Commission of the City of St. Louis, Missouri and the Trustee, to provide funds for the purposes described in the Indenture. Under the Indenture, the Issuer has pledged and assigned the Pledged Revenues and other funds held under the Indenture to the Trustee as security for the Bonds. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue additional Series of Bonds (defined therein) secured by the Indenture on a parity with the Series [Designation] Bonds (the Series [Designation] Bonds together with such additional Series of Bonds herein collectively referred to as the "**Bonds**"). Reference is hereby made to the Indenture, which may be inspected at the designated corporate trust office of the Trustee, for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Parking Commission, the Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Redemption of Bonds Prior to Maturity. The Series [Designation] Bonds are subject to optional and mandatory redemption prior to maturity as follows:

[Optional Redemption.] The Series [Designation] Bonds maturing in the year _____ and thereafter are subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, on and after _____ 15, _____, in whole or in part on any date at the respective Redemption Prices set out below, plus accrued interest thereon to the redemption date:

<u>Redemption Dates</u>	<u>Redemption Prices</u>
On or after _____ 15, _____ but prior to _____ 15, _____	_____ %
On or after _____ 15, _____ but prior to _____ 15, _____	_____ %
On or after _____ 15, _____	100%

[Mandatory Sinking Fund Redemption.] The Series [Designation] Bonds maturing _____ 1, 20____, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on _____ 1 in each of the years specified in the Indenture, at a Redemption Price equal to **100%** of the principal amount thereof plus accrued interest thereon to the redemption date, without premium. Bonds to be so redeemed shall be selected by the Trustee in such equitable manner as it may determine.]

[Extraordinary Optional Redemption.] The Series [Designation] Bonds will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, in whole or in part at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any Project Sale Proceeds deposited in the Debt Service Account with respect to the Series [Designation] Bonds pursuant to the terms of the Indenture.]

Extraordinary Mandatory Redemption. The Series [Designation] Bonds shall be subject to mandatory redemption prior to maturity, in whole or in part at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any Project Insurance Proceeds deposited in the Debt Service Account with respect to the Series [Designation] Bonds pursuant to the terms of the Indenture.

[Extraordinary Optional Redemption From Moneys Remaining in Series [Designation] Project Account.] The Series [Designation] Bonds will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any moneys transferred from the Project Account with respect to the Series [Designation] Bonds to the Debt Service Account with respect to the Series [Designation] Bonds upon completion of the Series [Designation] Project pursuant to the terms of the Indenture.]

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least **30** days but not more than **60** days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a Book-Entry System with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The Book-Entry System will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the Owner of this Bond for all purposes, including (a) payments of principal of, and redemption premium, if any, and interest on, this Bond, (b) notices, and (c) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial Owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial Owners. The Issuer and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or Persons acting through such participants. While the Securities Depository nominee is the Owner of this Bond, notwithstanding the provisions hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Trustee and the Securities Depository.

Transfer and Exchange. **EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.** This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at the above-mentioned office of the Trustee by the Registered Owner hereof or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. Except as otherwise specifically provided herein and in the Indenture with respect to rights of Participants and Beneficial Owners when a Book-Entry System is in effect, the Issuer and the Trustee may deem and treat the Person in whose name this Bond is registered on the bond register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes. The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of **\$5,000** or any integral multiple thereof.

Limitation on Rights. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the Issuer payable solely out of the Pledged Revenues and other funds derived by the Issuer under the Indenture and are secured by a pledge and assignment of such Pledged Revenues and other funds as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State of Missouri shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or its taxing power. The Issuer has no power to tax.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor, Comptroller, Supervisor of Parking Meters, attested by the City Register, and approved as to form by the Deputy City Counselor, all as of the Date of Bonds specified above.

THE CITY OF ST. LOUIS, MISSOURI,
acting through the Treasurer of The City of St.
Louis, Missouri in his capacity as Supervisor of
Parking Meters

By: _____
Name: Francis G. Slay
Title: Mayor

By: _____
Name: Darlene Green
Title: Comptroller

[SEAL]

By: _____
Name: Larry C. Williams
Title: Supervisor of Parking Meters

ATTEST:

By: _____
Name: Parrie L. May
Title: City Register

APPROVED AS TO FORM:

By: _____
Name: Stephen Kovac
Title: Deputy City Counselor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication: _____

UMB BANK, N.A., Trustee

By: _____

Title: Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number
of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in
the premises.

Dated: _____, _____

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration or enlargement or
any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15))

By: _____
Title: _____

EXHIBIT B

CITY AGREEMENT

This **CITY AGREEMENT** (this "**Agreement**") is made and entered into as of December 1, 2006 by **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision (the "**City**").

RECITALS

A. The City, acting through the Treasurer of the City in his capacity as Supervisor of Parking Meters (the "**Issuer**"), is authorized pursuant to Section 82.470 *et seq.*, Revised Statutes of Missouri, as amended (the "**Act**"), to issue revenue bonds and pledge parking division and other revenues and assets, including real property and future income, for the purpose of capital improvements and debt service.

B. The Issuer has determined to issue its revenue bonds (the "**Bonds**") under the Trust Indenture dated as of December 1, 2006 (the "**Original Indenture**," as amended and supplemented from time to time, the "**Indenture**") between the Issuer and UMB Bank, N.A., as trustee (the "**Trustee**") to finance and refinance certain parking facilities owned, leased or managed by the parking division of the City. All capitalized terms used but not defined herein shall have the meanings given such terms in the Indenture.

C. The Issuer has determined to issue its Parking Revenue Bonds, Series 2006A (Tax-Exempt) and Parking Revenue Bonds, Series 2006B (Taxable) (collectively, the "**Series 2006 Bonds**") on December 14, 2006 pursuant to the Original Indenture, as supplemented by Supplemental Indenture No. 1 dated as of December 1, 2006 between the Issuer and the Trustee.

D. The Bonds and the execution and delivery of the Indenture has been in all respects duly and validly authorized and approved by the Supervisor of Parking Meters, the Parking Commission and the Board of Aldermen.

E. The City hereby acknowledges that it will derive substantial benefit from the issuance of the Bonds by the Issuer, and therefore, as an inducement to the future purchasers and Owners of the Bonds to purchase the Bonds, and to permit and enhance the marketability of the Bonds, the City desires to enter into this Agreement to provide additional security for the Bonds and to make certain covenants as set forth herein.

NOW, THEREFORE, the City covenants and agrees, for the equal and proportionate benefit of the respective Owners of the Bonds, as follows:

1. The City hereby pledges the General Fund Parking Revenues and not any other fund or source, to the Issuer, as security for the payment of the Debt Service Requirements on the Bonds and certain fees, expenses and deposits described in the Indenture, including, but not limited to, the obligation of the Issuer to maintain the balance in the Debt Service Reserve Fund in an amount equal to the Debt Service Reserve Requirement and the balance in the Parking Trust Fund in an amount equal to the Parking Trust Fund Requirement, as provided in the Indenture.

2. The PVB, the TVB and any other similar entity providing a similar function shall collect the General Fund Parking Revenues on a daily basis and promptly deposit the same into a separate trust fund established for such purpose. Within 12 days after each calendar month, the PVB, the TVB and any other similar entity providing a similar function shall transfer the General Fund Parking Revenues

collected during such month, plus any investment earnings thereon, from such trust fund to the Trustee for deposit in the General Fund Parking Revenues Account of the Revenue Fund.

3. The City shall not sell, convey, mortgage, encumber or otherwise dispose of any part of the General Fund Parking Revenues, except as specifically authorized in this paragraph. The City shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the General Fund Parking Revenues and shall not create or cause to be created any lien or charge on the General Fund Parking Revenues; *provided, however*, that nothing contained in this Agreement shall prevent the City from issuing, if and to the extent permitted by law, bonds, notes, debentures or other evidences of indebtedness payable on a basis subordinate to the Bonds, payable out of or secured by a pledge or assignment of the General Fund Parking Revenues.

4. The PVB and the TVB shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of all transactions relating to the PVB and the TVB and the bank account in which General Fund Parking Revenues are deposited and held prior to transfer to the Trustee, and which, together with all other books and papers of the PVB and the TVB, shall at all times be subject to the inspection of the Trustee, and the Owners of an aggregate of not less than 10% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

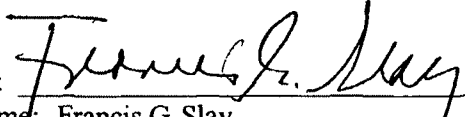
5. The City hereby pledges, subject to annual appropriation by the City as provided by law, (a) the Argyle TIF Revenues as security for the payment of the Argyle TIF Portion of the Series 2006 Bonds and (b) the Euclid/Buckingham TIF Revenues as security for the payment of the Euclid/Buckingham TIF Portion of the Series 2006 Bonds.

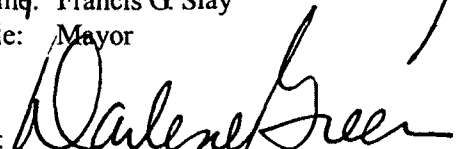
6. The City covenants that neither it nor its related agencies shall directly or indirectly purchase, construct or finance, or provide any direct or indirect financial assistance (including the creation of any Transportation Development District, Tax Increment Financing District, Community Improvement District or Neighborhood Improvement District or the provision of any tax abatement) in connection with any new parking facilities that have a point of ingress or egress within 0.25 mile of any point of ingress or egress with respect to a Project, unless, in the opinion of a Consultant, the purchase, construction or financing of such parking facilities shall not negatively impact the Issuer's ability to make payments of principal of or interest on any Series of Bonds; provided, however, that the City shall be permitted to provide financial assistance with respect to a public parking structure to be constructed at the northeast corner of Tucker Boulevard and Clark Avenue in the City if approved by the Board of Aldermen.

7. The City acknowledges that the Issuer intends to pledge its rights under this Agreement to the Trustee pursuant to the Indenture.

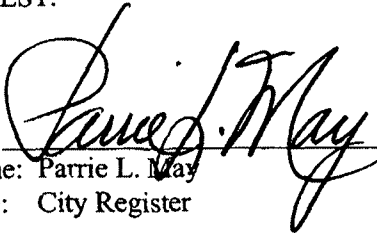
IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed by its duly authorized representatives, as of the 1st day of December, 2006.

THE CITY OF ST. LOUIS, MISSOURI

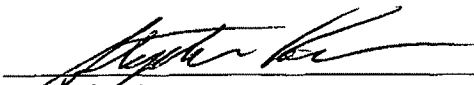
By: 
Name: Francis G. Slay
Title: Mayor

By: 
Name: Darlene Green
Title: Comptroller

ATTEST:

By: 
Name: Parrie L. May
Title: City Register

APPROVED AS TO FORM:

By: 
Name: Stephen Kovac
Title: Deputy City Counselor

SUPPLEMENTAL TRUST INDENTURE NO. 7

Dated as of _____, 2025

between

**THE CITY OF ST. LOUIS, MISSOURI,
Acting through the Treasurer of the City of St. Louis, Missouri
in his capacity as Supervisor of Parking Meters,**

and

**UMB BANK, N.A.,
as Trustee**

THE CITY OF ST. LOUIS, MISSOURI

**[\$[Par Amount]
Parking Revenue Bonds
Series [2025]**

**SUPPLEMENTAL TRUST INDENTURE NO. 7
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SUPPLEMENTAL TRUST INDENTURE NO. 7

This **SUPPLEMENTAL TRUST INDENTURE NO. 7** dated as of _____, 2025 (“**Supplemental Indenture No. 7**”), is entered into among **THE CITY OF St LOUIS, MISSOURI**, a constitutional charter city and political subdivision, acting through the Treasurer of the City in his capacity as Supervisor of Parking Meters (the “**Issuer**”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “**Trustee**”).

RECITALS

1. This Supplemental Indenture No. 7 supplements the Trust Indenture dated as of December 1, 2006, among the Issuer, and the Trustee (said Trust Indenture, as originally executed, the “**Original Indenture**”, and with all amendments and supplements thereto, including this Supplemental Indenture No. 7, the “**Indenture**”), under which the Issuer from time to time may issue and deliver one or more Series of Bonds for the purpose of (a) paying all or a portion of the Costs of the Project, (b) refunding all or a portion of one or more Series of Bonds then Outstanding or all or a portion of one or more series of bonds issued by the Issuer under a separate indenture to finance a portion of the Parking System, (c) funding reserve deposits and capitalized interest with respect to such Bonds and/or (d) paying Costs of Issuance.

2. Pursuant to the Act and Ordinance No. [_____] (the “**Ordinance**”) duly adopted by the Board of Aldermen on [_____] 2025 and approved by the Mayor on [_____] 2025, the Issuer is authorized to issue a Parking Revenue Bond under the Original Indenture, as supplemented by this Supplemental Indenture No. 7, to be designated Parking Revenue Bond, Series [2025] (Tax-Exempt) (the “**Series [2025] Bond**”), in the original aggregate principal amount of \$[Par Amount], for the purpose of providing funds to (a) finance the Costs of the Project consisting of [the acquisition of certain real estate and improvements situated at 3100 Olive Street] (the “**Series [2025] Project**”), (b) [fund a debt service reserve with respect to the Series [2025] Bond,] and (c) pay the Costs of Issuance with respect to the Series [2025] Bond.

3. The Series [2025] Bond constitutes a Bond (as defined in the Original Indenture), authorized under **Section 201** of the Original Indenture, and will be secured under the Indenture together with any other Bonds issued under the Original Indenture from time to time, in accordance with the terms and provisions of the Original Indenture [and by a Deed of Trust on the Series [2025] Project site].

4. All acts necessary to make the Series [2025] Bond, when authenticated by the Trustee and issued as provided in the Original Indenture and this Supplemental Indenture No. 7, the valid, legal and binding obligation of the Issuer, and to constitute the Original Indenture as supplemented by this Supplemental Indenture No. 7 a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made therein and herein for the security of the payment of the Series [2025] Bond, have been done and performed, and the execution and delivery of this Supplemental Indenture No. 7 and the execution and issuance of the Series [2025] Bond, subject to the terms of this Supplemental Indenture No. 7, have in all respects been duly authorized by the Issuer.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the benefit of the Owner of the Series [2025] Bond, that the Series [2025] Bond is to be issued, authenticated and delivered

and the Trust Estate is to be held and applied by the Trustee as provided in the Original Indenture, subject to the further covenants, conditions and trusts hereinafter and in the Original Indenture set forth, as follows:

ARTICLE I

DEFINITIONS, AUTHORITY FOR SUPPLEMENTAL INDENTURE NO. 7

Section 101. Definitions of Words and Terms.

For all purposes of this Supplemental Indenture No. 7, except as otherwise provided or unless the context otherwise requires, words and terms used in this Supplemental Indenture No. 7 shall have the meanings set forth in **Section 101** of the Original Indenture and the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Indenture are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Indenture are intended to replace and supersede such definitions already contained therein for purposes related to the Series [2025] Bond. If any of the following definitions conflict with the definitions already set forth in the Original Indenture, the definitions set forth herein shall take precedence:

“Approved Investor” means (a) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933 or (b) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933.

“Authorized Denominations” means _____.

“Indenture” means the Original Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Original Indenture, including this Supplemental Indenture No. 7.

“Issue Date” means the date of issuance of the Series [2025] Bond.

“Issuer” means The City of St. Louis, Missouri, acting through the Treasurer of the City of St. Louis, Missouri, in his capacity as Supervisor of Parking Meters.

“Original Indenture” means the Trust Indenture dated as of December 1, 2006, between the Issuer and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Original Purchaser” means, with respect to the Series [2025] Bond, [_____].

“Purchase Contract” means the Bond Purchase Contract dated _____, 2025, between the Issuer and the Original Purchaser.

“Record Date” means, with respect to Series [2025] Bond, the close of business on the 1st day (whether or not a Business Day) of the calendar month in which an interest payment date with respect to the Series [2025] Bond occurs.

“Series [2025] Bond” means the Parking Revenue Bond, Series [2025] (Tax-Exempt), in the original principal amount of \$[Par Amount] issued, authenticated and delivered by the Issuer under and pursuant to the Original Indenture and this Supplemental Indenture No. 7.

“Series [2025] Project” has the meaning set forth in Recital paragraph 2.

“Series [2025] Costs of Issuance Account” means the Series [2025] Costs of Issuance Account established in **Section 401** hereof.

“Series [2025] Debt Service Account” means the Series [2025] Debt Service Account established in **Section 401** hereof.

“Series [2025] Debt Service Reserve Account” means the Series [2025] Debt Service Reserve Account established in **Section 401** hereof.

“Series [2025] Debt Service Reserve Requirement” means, as of any date of calculation, an amount equal to the least of (a) 10% of the aggregate original principal amount (or “issue price”, as computed for federal income tax purposes, if original issuance premium or discount is greater than 2%) of the Series [2025] Bond, (b) Maximum Annual Debt Service on the Series [2025] Bond, and (c) 125% of the average annual Debt Service Requirements for the Series [2025] Bond. The initial Series [2025] Debt Service Reserve Requirement as of the date of issuance of the Series [2025] Bond is \$[_____].

“Series [2025] Rebate Account” means the Series [2025] Rebate Account established in **Section 401** hereof.

“Supplemental Indenture No. 7” means this Supplemental Trust Indenture No. 7 as originally executed by the Issuer and the Trustee, and as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Original Indenture and this Supplemental Indenture No. 7.

“Tax Compliance Agreement” means the Tax Compliance Agreement dated as of [_____], 2025 between the Issuer and the Trustee.

“Trustee” means UMB Bank, NA., and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

Section 102. Authority for Supplemental Indenture No. 7. This Supplemental Indenture No. 7 is adopted pursuant to the provisions of the Act, and is supplemental to, and is authorized, executed and delivered in accordance with, **Article II** and **Article XI** of the Original indenture.

ARTICLE II

THE SERIES [2025] BOND

Section 201. Authorization and Terms of Series [2025] Bond.

- (a) *Authorization and Amount.* The Issuer hereby authorizes the issuance of a single Series [2025] Bond under the Original Indenture and by this Supplemental Indenture No. 7 in the principal amount of \$[Par Amount].
- (b) *Date and Maturity.* The Series [2025] Bond shall be dated the date of their original issuance and delivery, and shall mature on December 15, 2035 (subject to prior redemption as provided in **Article III**).
- (c) *Interest.* The Series [2025] Bond shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance from time to time outstanding at a rate of ____% per annum, payable on June 15 and December 15 of each year, beginning on [____], 20__.
- (d) *Form and Denominations.* The Series [2025] Bond shall be issuable as a single fully registered bond without coupons in Authorized Denominations substantially the form set forth in **Exhibit A** attached to this Supplemental Indenture No. 7, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Supplemental Indenture No. 7. The Series [2025] Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Series [2025] Bond shall be numbered R-1. No “CUSIP” identification number is required.

- (e) *Transfer.* The Series [2025] Bond (and beneficial interests therein) is transferable only to an Approved Investor and only upon the execution by the proposed transferee of a letter in the form attached as hereto as **Exhibit B**, or in such other form as may be reasonably acceptable to the Issuer and only upon written consent of the Issuer. The Series [2025] Bond may be transferred and exchanged only upon the Bond Register as provided in the Indenture.
- (f) *Execution and Delivery.* The Series [2025] Bond shall be executed in the manner set forth in **Section 304** of the Original Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series [2025] Bond by the Trustee the documents required by **Section 202** of the Original Indenture shall be filed with the Trustee.

When such documents have been filed with the Trustee, and when the Series [2025] Bond have been executed and authenticated as required by **Section 304** of the Original Indenture, the Trustee shall deliver the Series [2025] Bond to or upon the order of the Original Purchaser, but only upon payment of the purchase price of such Series [2025] Bond. The net proceeds of the sale of the Series [2025] Bond paid over to the Trustee shall be deposited and applied as provided in **Article V** of the Original Indenture and **Article IV** of this Supplemental Indenture No. 7.

In order to eliminate the risk and expense of replacing a mutilated, destroyed, lost or stolen Series [2025] Bond pursuant to **Section 307** of the Original Indenture, each Series [2025] Bond shall be held by the Trustee in trust for the benefit of its Owner, unless otherwise directed in writing by such Owner. Absent manifest error, the amounts shown on the register maintained by the Trustee shall be conclusive evidence of the principal amount paid on any Bond held in trust by the Trustee pursuant to this paragraph.

Section 202. Paying Agent and Registrar. UMB Bank, N.A., is hereby designated as Paying Agent for the purpose of effecting payment of the principal or Redemption Price of and interest on the Series [2025] Bond and as Registrar.

ARTICLE III

REDEMPTION OF SERIES [2025] BOND

Section 301. Redemption of Series [2025] Bond Prior to Maturity. The Series [2025] Bond shall be subject to optional and mandatory redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as specified in **Article IV** of the Original Indenture.

Section 302. Optional Redemption.

- (a) [The Series [2025] Bond will be subject to redemption and payment prior to maturity, at any time, in whole or in any Authorized Denomination on any date at the Redemption Price of **100%** of the principal amount thereof, plus accrued interest to the redemption date, without premium.
- (b) The Series [2025] Bond will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, in whole or in part in any Authorized Denomination at any time, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any sale proceeds of the Series [2025] Project site.]

Section 303. Mandatory Redemption. The Series [2025] Bond is subject to mandatory redemption without notice on the dates and in the amounts set forth in the table below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date, without premium.

[Insert Mandatory Redemption Dates and Amounts]

So long as the Original Purchaser is the registered holder of the Series [2025] Bond, neither notice of such mandatory redemptions nor presentation of the Series [2025] Bond in connection with such mandatory redemptions is required.

ARTICLE IV

FUNDS AND ACCOUNTS, APPLICATION OF BOND PROCEEDS

Section 401. Establishment of Funds and Accounts. In addition to the Funds and Accounts established by **Section 501** of the Original Indenture, there are hereby established in the custody of the Trustee the following Accounts and subaccounts with respect to the Series [2025] Bond:

- (a) Within the Costs of Issuance Fund, the Series [2025] Costs of Issuance Account (the “*Series [2025] Costs of Issuance Account*”).

- (b) Within the Project Fund, the Series [2025] Project Account (the “*Series [2025] Project Account*”).
- (c) Within the Debt Service Fund, the Series [2025] Debt Service Account (the “*Series [2025] Debt Service Account*”).
- (d) Within the Rebate Fund, the Series [2025] Rebate Account (the “*Series [2025] Rebate Account*”).
- (e) [With the Debt Service Reserve Fund, the Series [2025] Debt Service Reserve Account (the “*Series [2025] Debt Service Reserve Account*”).]

Section 402. Deposit and Application of Bond Proceeds. The proceeds of the Series [2025] Bond shall be paid to the Trustee, and the Trustee shall deposit and apply such proceeds as follows:

- (a) Deposit to the credit of the Series [2025] Costs of Issuance Account in the Costs of Issuance Fund the sum of \$_____, which deposit shall be applied by the Trustee as provided in **Section 503** of the Original Indenture.
- (b) Deposit to the credit of the Series [2025] Debt Service Reserve Account in the Debt Service Fund the sum of \$_____.
- (c) Deposit to the credit of the Series [2025] Project Account in the Project Fund all other proceeds, which amounts shall be disbursed by the Trustee for payment of Costs of the Series [2025] Project in the manner set forth in **Section 502** of the Original Indenture.

Section 403. Series [2025] Rebate Account. There shall be deposited in the Series [2025] Rebate Account such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. The Trustee shall remit from moneys in the Series [2025] Rebate Account all rebate installments and a final rebate payment to the United States required by the Tax Compliance Agreement.

The obligation to pay arbitrage rebate to the United States with respect to the Series [2025] Bond and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Series [2025] Bond until all rebatable arbitrage shall have been paid.

Section 404. Section 408 Completion of Series [2025] Project. The completion of the Series [2025] Project shall be evidenced by an Issuer’s Certificate filed with the Trustee, stating that the Series [2025] Project has been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such issuer’s Certificate, the balance in the Series [2025] Project Account shall be deposited into the Series [2025] Debt Service Account of the Debt Service Fund.

ARTICLE V

AMENDMENTS TO INDENTURE

Section 501. Removal of Parking Commission References.

[Insert specific amendments]. All references to the “Parking Commission of the City of St. Louis, Missouri” and the “Parking Commission” in the Original Indenture and any prior Supplemental Indentures,

including but not limited to [cite the Supplemental Indentures for outstanding Parking Revenue Bonds], are hereby deleted in their entirety.

Nothing contained in this **Section 501** shall impair the rights of bondholders or the enforceability of any obligations under the Indenture, and shall be deemed a clarification of authority consistent with applicable law.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 601. *Applicability of Original Indenture and Supplemental Indenture No. 7.* Except as otherwise provided in this Supplemental Indenture No. 7, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale and delivery of the Series [2025] Bond, the custody and the distribution of the proceeds and the security, payment, redemption and enforcement of payment thereof.

Section 602. *Further Assurances.* The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Supplemental Indenture No. 7.

Section 603. *Immunity of Officers, Employees and Members of the Issuer.* No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Series [2025] Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Supplemental Indenture No. 7 against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Supplemental Indenture No. 7 and the issuance of the Series [2025] Bond.

Section 604. *Benefit of Supplemental Indenture No. 7.* This Supplemental Indenture No. 7 shall inure to the benefit of and shall be binding upon the Issuer and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Supplemental Indenture No. 7, nothing in this Supplemental Indenture No. 7 or in the Series [2025] Bond, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under the Original Indenture and the owners of the Series [2025] Bond, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture No. 7.

Section 605. *Severability.* If any provision in this Supplemental Indenture No. 7 or in the Series [2025] Bond shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 606. *Execution in Counterparts.* This Supplemental Indenture No. 7 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 607. *Governing Law.* This Supplemental Indenture No. 7 shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 608. Transactions by Electronic Means. The transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[The remainder of page is intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Supplemental Trust Indenture No. 7 to be duly executed by their duly authorized representatives, as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters

By: _____
Name: Cara Spencer
Title: Mayor

By: . _____
Name: Donna M.C. Barringer
Title: Comptroller

By: _____
Name: Adam Layne
Title: Supervisor of Parking Meters

ATTEST:

By: _____
Name:
Title: City Register

APPROVED AS TO FORM:

By: _____
Name:
Title:

UMB BANK, N.A., as Trustee

By: _____

Name: Brian Krippner

Title: Senior Vice President

ATTEST:

By: _____

Name:

Title:

**EXHIBIT A
TO SUPPLEMENTAL TRUST INDENTURE NO. 7**

(FORM OF BOND)

THE RIGHT TO TRANSFER, ASSIGN, OR NEGOTIATE THIS BOND SHALL BE LIMITED TO TRANSFER, ASSIGNMENT, OR NEGOTIATION TO ANY ACCREDITED INVESTOR OR QUALIFIED INSTITUTIONAL INVESTOR, AS SUCH TERMS ARE COMMONLY DEFINED FROM TIME TO TIME BY APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND REGULATIONS AND ONLY UPON WRITTEN CONSENT OF THE ISSUER.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-1**

**Registered
\$ _____**

**THE CITY OF ST. LOUIS, MISSOURI
PARKING REVENUE BOND
SERIES [2025]**

Interest Rate

Maturity Date

Date of Bonds

December 15, 2035

Registered Owner: ** [_____] **

Principal Amount: _____ DOLLARS

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture described herein.

THE CITY OF ST. LOUIS, MISSOURI, a constitutional charter city and political subdivision, acting through the Treasurer of the City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters (the “**Issuer**”), for value received, promises to pay, but solely from the sources herein specified, to the Registered Owner named above, or registered assigns, the principal amount stated above on the maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Bond stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on June 15 and December 15 in each year, commencing on _____, 20__, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal or Redemption Price of this Bond shall be payable by check or draft to the Registered Owner at the maturity or upon redemption in full of this Bond upon presentation and surrender of this Bond (except with respect to the Mandatory Redemption described below) at the designated corporate trust office of UMB BANK, N.A. (the “**Trustee**”). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the Registered Owner of this Bond

appearing on the bond register maintained by the Trustee at the close of business on the Record Date and shall be paid by (1) check or draft mailed to such Registered Owner at his address as it appears on such bond register or at such other address furnished in writing by such Registered Owner to the Trustee, or (2) at the written request addressed to the Trustee by the Registered Owner of this Bond, by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions to which such Owner wishes to have such transfer directed and such written notice is given by such Owner to the Trustee not less than 15 days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank (which shall be in the continental United States), its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

Authorization of Bond. This Bond is the only Bond of a duly authorized series of Bonds of the Issuer, designated "**Parking Revenue Bond, Series [2025] (Tax-Exempt)**" (the "**Series [2025] Bond**"), issued pursuant to the authority of and in full compliance with the constitution and statutes of the State of Missouri, including particularly Section 82.470 et seq., of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the Issuer. The Series [2025] Bond is equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of December 1, 2006 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the "**Indenture**"), as supplemented by Supplemental Trust Indenture No. 7, dated as of _____, 2025, among the Issuer and the Trustee, to provide funds for the purposes described in the Indenture. Under the Indenture, the Issuer has pledged and assigned the Pledged Revenues and other funds held under the Indenture to the Trustee as security for the Series [2025] Bond. The Series [2025] Bond is issued on parity with the Issuer's Outstanding Parking Revenue Refunding Bonds Series 2016 (Tax-Exempt). Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue additional Series of Bonds (defined therein) secured by the Indenture senior to or on a parity with the Series [2025] Bond (the Series [2025] Bond together with such additional Series of Bonds herein collectively referred to as the "**Bonds**"). Reference is hereby made to the Indenture, including the Supplemental Indenture, which may be inspected at the designated corporate trust office of the Trustee, for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Series [2025] Bond, and the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series [2025] Bond, and a description of the terms upon which the Series [2025] Bond is issued and secured, upon which provision for payment of the Series [2025] Bond or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Series [2025] Bond.

Redemption of Bond Prior to Maturity. The Series [2025] Bond is subject to optional and mandatory redemption prior to maturity as follows:

[Optional Redemption.] The Series [2025] Bond will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, in whole or in part in any Authorized Denomination at any time, at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any sale proceeds of the Series [2025] Project site.

Mandatory Redemption. The Series [2025] Bond is subject to mandatory redemption without notice on the dates and in the amounts set forth in the table below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date, without premium.

[Insert Mandatory Redemption]

Extraordinary Optional Redemption From Project Sale Proceeds. The Series [2025] Bond will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any Project Sale Proceeds deposited in the Debt Service Account with respect to the Series [2025] Bond pursuant to the terms of the Indenture.]

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Registered Owner of the Bond at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Series [2025] Bond or portions to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bond or portions shall cease to bear interest. Notwithstanding the foregoing, no notice of redemption shall be required for redemptions pursuant to the Mandatory Redemption requirements.

Limitation on Rights. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Series [2025] Bond issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Series [2025] Bond or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Limited Obligation. The Series [2025] Bond and the interest thereon are special, limited obligations of the Issuer payable solely out of the Pledged Revenues and other funds derived by the Issuer under the Indenture and are secured by a pledge and assignment of such Pledged Revenues and other funds as provided in the Indenture. The Series [2025] Bond shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture. The issuance of the Series [2025] Bond shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment. The State of Missouri shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Series [2025] Bond or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or its taxing power. The Issuer has no power to tax.

[This Bond is further secured by a Deed of Trust on the Series [2025] Project site, creating a first priority lien on and security interest in the Series [2025] Project site for the benefit of the holder of this Bond.]

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

Transfer. This Bond (and beneficial interests therein) is transferable only to an Approved Investor and only upon the execution by the proposed transferee of a letter in the form attached to the Indenture as

Exhibit B, or in such other form as may be reasonably acceptable to the Issuer, and only upon written consent of the Issuer. The Series [2025] Bond may be transferred and exchanged only upon the Bond Register as provided in the Indenture

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor, Comptroller, Supervisor of Parking Meters, attested by the City Register, and approved as to form by the Deputy City Counselor, all as of the Date of Bonds specified above.

THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters

By: _____
Name: Cara Spencer
Title: Mayor

By: . _____
Name: Donna M.C. Baringer
Title: Comptroller

By: _____
Name: Adam Layne
Title: Supervisor of Parking Meters

[SEAL]

ATTEST:

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Name:
Title:

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series [2025] Bond described in the within mentioned Indenture.

Date of Authentication: _____, 2025

UMB BANK, N.A., Trustee

By: _____
Title: Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By:
Title:

EXHIBIT B

FORM OF LETTER OF REPRESENTATIONS

[DATE]

The City of St. Louis, Missouri
1200 Market Street, Room 220
St. Louis, MO 63103
Attention: Treasurer, as Supervisor of Parking
Meters

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Re: \$_____ The City of St. Louis, Missouri Parking Revenue Bond, Series [2025] (Tax-Exempt)

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to the purchase by the undersigned of \$_____ aggregate principal amount of the above-referenced Bond (the “**Series [2025] Bond**”), issued by The City of St. Louis, Missouri, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters (the “**Issuer**”). The Series [2025] Bond is secured in the manner set forth in Ordinance No. _____ approved by the Issuer on _____, 2025, and the Trust Indenture, dated as of December 1, 2006 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “**Indenture**”), as supplemented by Supplemental Trust Indenture No. 7 (the “**Supplemental Indenture**”) dated as of _____, 2025, between the Issuer and UMB Bank, as Trustee (the “**Trustee**”). The undersigned hereby represents to each of you and agrees with each of you, as follows:

1. The undersigned has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of limited revenue obligations and other municipal obligations to be able to evaluate the risks and merits of the investment represented by the purchase by the undersigned of the Series [2025] Bond. The undersigned is able to bear the economic risk represented by the purchase by the undersigned of the Series [2025] Bond. The undersigned understands that the Series [2025] Bond is repayable solely from Pledged Revenues and other funds derived by the Issuer and deposited in the Series [2025] Debt Service Account of the Debt Service Fund under the Indenture.

2. The undersigned acknowledges that the Issuer has not made any representation or warranty concerning the accuracy or completeness of any information furnished in connection with the purchase by the undersigned of the Series [2025] Bond. Accordingly, the undersigned has not relied upon the Issuer as to the accuracy or completeness of such information. As a sophisticated investor, the undersigned has made its own decision to purchase the Series [2025] Bond based solely upon its own inquiry and analysis.

3. The undersigned understands that the Series [2025] Bond does not constitute an indebtedness of the Issuer or a loan or credit thereof within the meaning of any constitutional or statutory debt limitation or restriction.

4. The undersigned is familiar with and has counsel who are familiar with the federal and state legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. The undersigned hereby covenants and agrees that the undersigned will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Series [2025] Bond or any interest therein in

violation of applicable federal or state law or in violation of restrictions on sale, assignment, negotiation, or transfer of the Series [2025] Bond as set forth in **paragraph 6** below.

5. The undersigned is purchasing the Series [2025] Bond for its own account for investment (and not on behalf of another) and has no present intention of reselling the Series [2025] Bond or dividing its interest therein. Notwithstanding the foregoing, the undersigned has the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Series [2025] Bond at some future date determined by it, provided that such disposition is not in violation of restrictions on sale, assignment, negotiation, or transfer of the Series [2025] Bond as set forth in **paragraph 6** below.

6. The undersigned acknowledges that the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, assign, negotiate, or otherwise transfer the Series [2025] Bond shall be limited to Approved Investors (as defined in the Indenture).

7. The undersigned agrees to indemnify and hold you harmless from any and all claims, judgments, attorney fees, and expenses of whatsoever nature, whether relating to litigation or otherwise, resulting from any attempted or affected sale, offer for sale, pledge, transfer, conveyance, hypothecation, mortgage, or disposition of the Series [2025] Bond in violation of this letter.

8. The undersigned has satisfied itself that the Series [2025] Bond may be legally purchased by the undersigned.

Sincerely,

Summary
Board Bill Number 137
As Amended
Introduced by Alderman Matt Devoti
January 30, 2026

An ordinance submitting to the qualified voters of the City of St. Louis the question of whether to amend the City of St. Louis Charter to modernize language describing City departments, divisions, and other organization, to provide for modern methods of advertisement and publication, to delete obsolete references to Missouri statute, to delete obsolete references to City departments, divisions, or other organization, to revise references to pay scale, to replace pronouns with specific title references, and to standardize capitalization of titles and uniform formatting of numbers; providing for an election to be held for voting on the proposed amendment, for the manner of voting, and the publication, certification, deposit, and recording of this ordinance; and containing an emergency clause.

BOARD BILL NUMBER 137 AS AMENDED INTRODUCED BY ALDERMAN MATT DEVOTI
COSPONSORS: PRESIDENT MEGAN E. GREEN/ALDERWOMAN DANIELA VELAZQUEZ/ALDERMAN SHANE COHN/ALDERWOMAN LAURA KEYS/ALDERWOMAN ALISHA SONNIER/ALDERMAN RASHEEN ALDRIDGE/ALDERWOMAN SHAMEEM CLARK-HUBBARD/ALDERWOMAN ANNE SCHWEITZER

An ordinance submitting to the qualified voters of the City of St. Louis the question of whether to amend the City of St. Louis Charter to modernize language describing City departments, divisions, and other organization, to provide for modern methods of advertisement and publication, to delete obsolete references to Missouri statute, to delete obsolete references to City departments, divisions, or other organization, to revise references to pay scale, to replace pronouns with specific title references, and to standardize capitalization of titles and uniform formatting of numbers; providing for an election to be held for voting on the proposed amendment, for the manner of voting, and the publication, certification, deposit, and recording of this ordinance; and containing an emergency clause.

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

SECTION ONE. This ordinance shall be known as the Modernization Amendment Ordinance. An amendment to the Charter of the City of St. Louis is hereby proposed and submitted to the voters of the City of St. Louis to be voted upon at an election to be held on Tuesday, the 4th day of August, 2026, namely that those certain Articles of the Charter of the City of St. Louis shown on **Exhibit A**, attached hereto, are to be revised as shown on said **Exhibit A**, with strikethroughs representing deletions and text in bold type representing inserted text. A vote in favor of such amendment shall constitute approval and adoption of the revisions as shown on **Exhibit A**.

SECTION TWO. The proposed amendment to the Charter of the City of St. Louis shall be submitted to the qualified voters of the City of St. Louis at the primary election to be held on

Tuesday, the 4th day of August, 2026, and if said proposed amendment shall receive in its favor the number of votes required by law, such amendment shall be adopted and become a part of the Charter of the City of St. Louis from the date of said election or such other date prescribed by law. The qualified voters may, at such election, vote a ballot in the following form:

OFFICIAL BALLOT

CHARTER AMENDMENT

The proposition shall appear on the ballot as follows:

Shall the Charter of the City of St. Louis be amended to modernize language describing City departments, divisions, or other organization, to provide for modern methods of advertisement and publication, to delete obsolete references to Missouri statute, to delete obsolete references to City departments, divisions, or other organizations, to remove obsolete references to pay scale, to replace pronouns with specific title references, and to standardize capitalization of titles and uniform formatting of numbers?

Instructions to voters:

To vote in favor of the charter amendment submitted upon this ballot, place an “X” in the square opposite the word “Yes”; to vote against the Charter amendment, place an “X” in the square opposite the word “No”.

YES []

NO []

SECTION THREE. The Board of Election Commissioners of the City of St. Louis shall provide notice of such election, shall provide the ballots or voting machines, or both, and

1 conduct the election and shall ascertain and certify the result thereof, all according to the laws
2 regulating such elections. If voting machines are used, the aforesaid “OFFICIAL BALLOT”
3 shall be placed or posted on said voting machines wherever said machines are used under the
4 direction of the Board of Election Commissioners for the City of St. Louis and according to the
5 laws regulating such elections.

6 **SECTION FOUR.** Upon the approval of this Ordinance, it shall be published once in
7 the City Journal. Proof of the publication of this Ordinance shall be made by affidavit of the
8 City Register, and such affidavit shall be filed in the office of the Register and a copy of such
9 publication shall be attached thereto.

10 **SECTION FIVE.** Upon the approval of this amendment to the Charter of the City of St.
11 Louis, it shall be certified, deposited, and recorded as required by Article VI, Section 33 of the
12 Missouri Constitution.

13 **SECTION SIX.** This being an Ordinance calling for an election or vote by or
14 submission to the people of the City of St. Louis, it is hereby declared to be an emergency
15 measure and shall become immediately effective upon its passage and approval by the Mayor
16 pursuant to Article IV, Sections 19 and 20 of the Charter of the City of St. Louis.

EXHIBIT A:

Articles:

Article I Incorporation

Article II Elections

Article III Recall of Elective Officers

Article IV Board of Aldermen

Article V Initiative

Article VI Referendum

Article VII Mayor

Article VIII City Officers and Employees

Article IX Register

Article X Law Department

Article XI City Marshal

Article XII City Courts

Article XIII Board of Public Service

Article XIV Art Museum and Zoological Park

Article XV Department of Finance

Article XVI Board of Estimate and Apportionment

Article XVII City Bonds

Article XVIII Civil Service

Article XIX Franchises

Article XX Licenses Taxes

Article XXI Eminent Domain

Article XXII Public Works and Improvements

Article XXIII Special Tax Bills

Article XXIV Improvement Bonds And Funds

Article XXV Miscellaneous Provisions

Article XXVI City Parks Protection

Article I - INCORPORATION

Section 1 - Body corporate; seal; enumeration of powers.

The inhabitants of The City of St. Louis, as its limits now are or may hereafter be, shall be and continue a body corporate by name "The City of St. Louis," and as such shall have perpetual succession, may have a corporate seal, and sue and be sued.

It shall have power:

- (1) *General and special taxes.* To assess, levy and collect taxes for all general and special purposes on all subjects or objects of taxation.
- (2) *Classifications for taxation.* To adopt such classifications of the subjects and objects of taxation as may not be contrary to law.
- (3) *Special assessments.* To make special assessments for local improvements.
- (4) *Contracts.* To contract and be contracted with.
- (5) *Creation of indebtedness.* To incur debts by borrowing money or otherwise and to give any appropriate evidence thereof.
- (6) *Issuance of bonds and notes.* To issue and give, sell, pledge or in any manner dispose of negotiable or non-negotiable, interest-bearing or non-interest-bearing, bonds or notes of the [e]City, upon the credit of the [e]City or solely upon the credit of specific property owned by the [e]City or solely upon the credit of income derived from and property used in connection with any public utility owned or operated by the [e]City or solely upon the credit of the proceeds of special assessments for local improvements or upon any two (2) or more of such credits.
- (7) *Expenditures.* To expend the money of the [e]City for all lawful purposes.
- (8) *Acquisition and disposition of property.* To acquire or receive and hold, maintain, improve, sell, lease, mortgage, pledge or otherwise dispose of property, real or personal, and any estate or interest therein within or without the [e]City or [s]State.
- (9) *Eminent domain.* To condemn private property, real or personal, or any easement or use therein for public use within or without the [e]City or [s]State.
- (10) *Trusts.* To take and hold property within or without the [e]City or [s]State upon trust, and to administer trusts.
- (11) *Public utilities.* To acquire, construct, own, operate and maintain or sell, lease, mortgage, pledge or otherwise dispose of public utilities or any estate or interest therein or any other utility of service to the [e]City, its inhabitants, or any part thereof.
- (12) *Franchises.* To grant franchises for public utilities.

- (13) *Regulation of public utilities.* To regulate the construction, maintenance, equipment, operation, service, rates and charges of public utilities and compel, from time to time, reasonable extensions of facilities for such service.
- (14) *Streets, alleys, parks, sewers, etc.* To establish, open, relocate, vacate, alter, widen, extend, grade, improve, repair, construct, reconstruct, maintain, light, [~~sprinkle~~] and clean public highways, streets, boulevards, parkways, sidewalks, alleys, parks, public grounds and squares, wharves, bridges, viaducts, subways, tunnels, sewers and drains, and regulate the use thereof.
- (15) *Public buildings and other property.* To acquire, provide for, construct, regulate and maintain and do all things relating to all kinds of public buildings, structures, markets, places, works and improvements.
- (16) *Harbor, wharves and ferries.* To provide and maintain a harbor and wharves and regulate the use thereof, and impose wharfage and other charges for such [~~therefor~~]; license and regulate ferries and other boats; grant ferry privileges and regulate ferry charges; rent or lease for not exceeding twenty-five (25) years portions of the wharf for any purpose tending to facilitate the trade of the [~~e~~]City.
- (17) *Watercourses.* To improve watercourses and regulate the use thereof.
- (18) *Water rates.* To establish, impose and enforce water rates and rates and charges for public utilities or other service, products or conveniences operated, rendered or furnished by the [~~e~~]City.
- (19) *Sanitary system.* To provide and maintain a sanitary system.
- (20) *Fire [~~d~~]Department.* To provide and maintain a [~~f~~]Fire [~~d~~]Department.
- (21) *Police and [~~e~~]Excise Departments.* To provide and maintain [~~p~~]Police and [~~e~~]Excise [~~d~~]Departments when permitted by law.
- (22) *Sewage[~~,ashes~~] and garbage.* To collect and dispose of sewage, offal, [~~ashes~~], garbage and refuse, or to license and regulate such collection and disposal.
- (23) *Regulation of business.* To license and regulate all persons, firms, corporations, companies and associations engaged in any business, occupation, calling, profession or trade.
- (24) *License taxes.* To impose a license tax upon any business, vocation, pursuit, calling, animal or thing.
- (25) *Nuisances, etc.* To define and prohibit, abate, suppress and prevent or license and regulate all acts, practices, conduct, business, occupations, callings, trades, uses of property and all other things whatsoever detrimental or liable to be detrimental to the health, [~~morals,~~] comfort, safety, convenience or welfare of the inhabitants of the [~~e~~]City and all nuisances and causes thereof.
- (26) *Location of businesses and occupations.* To prescribe limits within which business, occupations and practices liable to be nuisances or detrimental to the health, morals, security or general welfare of the people may lawfully be established, conducted or maintained.
- (27) *Inspection of articles of consumption or use.* To inspect, test, measure and weigh any article of consumption or use within the [~~e~~]City.
- (28) *Weights and measures.* To establish, regulate, license and inspect weights and measures.
- (29) *Construction of buildings and maintenance of premises.* To regulate the construction and materials

of all buildings and structures, and to inspect all buildings, lands and places as to their condition for health, cleanliness and safety, and, when necessary, prevent the use thereof and require any alterations or changes necessary to make them healthful, clean or safe.

- (30) *Grade crossings*. To abolish or prevent grade crossings and provide for safe crossings and compel any street, steam, electric railroad or other transportation company or companies affected thereby to pay all or a part of the cost thereof.
- (31) ~~[Children, aged and insane]~~**Support for persons *in need*.** To provide for the support, maintenance and care of children and sick, aged, or ~~[insane poor persons and paupers]~~**mentally ill persons requiring assistance.**
- (32) *Public institutions and services*. To provide and maintain charitable, educational, recreative, curative, corrective, detentive or penal institutions, departments, functions, facilities, instrumentalities, conveniences and services.
- (33) *General welfare*. To do all things whatsoever expedient for promoting or maintaining the comfort, education, morals, peace, government, health, welfare, trade, commerce or manufactures of the [e]City or its inhabitants.
- (34) *Fines, forfeitures and penalties*. To enforce any ordinance, rule or regulation by means of fines, forfeitures, penalties and imprisonment or by action or proceeding in its own courts or in any other court of competent jurisdiction or by any one (1) or more of such means, and to impose costs as a part thereof.
- (35) *Incidental powers*. To exercise all powers granted or not prohibited to it by law or which it would be competent for this [e]Charter to enumerate.

Section 2 - Enumeration not exclusive; scope of grant of power.

The enumeration of particular powers in this [e]Charter is not exclusive of others, nor restrictive of general words or phrases granting powers, nor shall a grant or failure to grant power in this [a]Article impair a power granted in any other part of this [e]Charter; and whether powers, objects or purposes are expressed conjunctively or disjunctively they shall be construed so as to permit the [e]City to exercise freely any one (1) or more such powers as to any one (1) or more such objects for any one (1) or more such purposes.

Section 3 - Wards.

~~[Until December 31, 2021 the City is hereby divided into 28 wards, bounded and numbered as the wards of the City now are; Beginning January 1, 2022, and thereafter, t]~~The [e]City shall be divided into 14 wards, which ward boundaries shall be based upon the 2020 decennial census of the United States of America, and each decennial census thereafter, and corrected ward boundaries shall be established by ordinance which shall comprise as nearly as practicable, compact and contiguous territory within straight lines, and contain as nearly as may be the same number of inhabitants; such ordinance shall be adopted before the end of the calendar year next succeeding the year the census is taken, with an effective date of the first day of the subsequent calendar year.

Section 4 - Earnings tax.

The City of St. Louis shall have power to assess, levy and collect by ordinance for general revenue purposes an earnings tax not in excess of one (1) per centum on salaries, wages, commissions and other compensation earned by its residents; on salaries, wages, commissions and other compensation earned by non-residents of the [e]City for work done or services performed or rendered in the [e]City; on the net profits of associations, businesses or other activities conducted by residents; on the net profits of associations, business or other activities conducted in the [e]City by non-residents; and on the net profits earned by all corporations as the results of work done or services performed or rendered and businesses or other activities conducted in the [e]City. It shall have power to allow exemptions and deductions from the gross earnings of employees, to impose upon employers the duty of collecting and remitting to it any tax that may be levied upon the earnings of employees and to prescribe penalties for failure to perform such duty.

Article II - ELECTIONS

Section 1 - When general elections are held.

A general municipal election shall be held on the first Tuesday after the first Monday in April, 2005, and every two (2) years thereafter.

Section 2 - Mayor and Comptroller.

At the general [e]City election in 1917, and every four (4) years thereafter, a [m]Mayor and [e]Comptroller shall be elected each for a term of four (4) years and until [his]the successor qualifies.

Section 3 - Alderpersons[~~men~~].

At the general [e]City election in 1915 one (1) Alderperson[~~alderman~~] from each odd-numbered ward shall be elected for a term of two (2) years, and at the same election, and every four (4) years thereafter, one (1) Alderperson[~~alderman~~] from each even-numbered ward, and a [p]President of the [b]Board of [a]Aldermen, shall be elected, each for a term of four (4) years; however, the Alderpersons[~~aldermen~~] from each odd-numbered ward, shall be elected at the general [e]City election in 2021 shall be elected for a term of two (2) years; the Alderpersons[~~aldermen~~] from each odd-numbered ward, shall be elected at the general [e]City election in 2023 shall be elected for a term of two (2) years; the Alderpersons[~~aldermen~~] from each odd-numbered ward, shall be elected at the general City election in 2025, and every four (4) years thereafter, shall be elected for a term of four (4) years. At the general City election in 2023, and every four (4) years thereafter, one (1) Alderperson[~~alderman~~] from each even-numbered ward and a [p]President of the [b]Board of [a]Aldermen shall be elected, each for a term of four (4) years.

Section 4 - General ticket required for elective officers.

Every elective [e]City officer, including the [p]President and members of the [b]Board of [a]Aldermen, shall be elected by a general ticket; provided, that whenever the [e]Constitution and laws of the [s]State permit, each Alderperson[~~alderman~~] shall be elected only by the voters of the ward from which [he]the Alderperson is elected.

Section 5 - Elections on initiative, referendum or recall—When held.

The [b]Board of [e]Election [e]Commissioners shall designate the day for holding any special election under the initiative, referendum or recall provisions of this [e]Charter.

Section 6 - ~~[Same]~~Elections on initiative, referendum or recall—Notice to be given.

The [b]Board of [e]Election [e]Commissioners shall cause a notice to be published ~~[at least three times in at least two daily newspapers in the city]~~by a method that is consistent with best governmental practices, which shall include electronic means including the City's website, and in accordance with State law, [the first insertion to be] at least twenty (20) days prior to the holding of any election under the initiative, referendum or recall provisions of this [e]Charter, such notice to state the time and place of holding such election and the general nature of each proposition or ordinance to be voted upon.

Section 7 - Conduct of elections.

Except as in this [e]Charter otherwise provided, all elections shall be held and proceedings had in relation thereto as may be provided by law or ordinance.

Section 8 - Expense of elections on initiative, referendum or recall.

All necessary expenses incurred in preparing for and conducting any election under the initiative, referendum or recall provisions of this [e]Charter shall be paid as follows: The [b]Board of [e]Election [e]Commissioners shall prepare its estimate of such expenses and submit the same to the [b]Board of [a]Aldermen. The [m]Mayor and [b]Board of [a]Aldermen must then appropriate the amount so estimated. The [b]Board of [e]Election [e]Commissioners shall audit and approve all such expenses so incurred and certify them to the [e]Comptroller, who must draw [his]a warrant ~~[therefor]~~ on the [t]Treasurer, who must pay the same. If no appropriation has been made for such payment, the [t]Treasurer shall charge the same to any fund not otherwise appropriated or to any fund available for such payment ~~[therefor]~~, anything in this [e]Charter to the contrary notwithstanding.

Section 9 - Municipal elections.

Whenever it may be done in harmony with the [s]State [e]Constitution and laws, the [b]Board of [a]Aldermen shall by ordinance provide for and regulate municipal elections and registration of voters and may provide by ordinance for nonpartisan nominations, preferential voting or proportional representation.

Article III - RECALL OF ELECTIVE OFFICERS

Section 1 - By whom exercised.

Any elective officer may be recalled by the voters of the [e]City, or if [he]such officer shall have been elected by the voters of a ward or district, then by the voters of such ward or district, as hereinafter provided.

Section 2 - Petition—Percentage of voters required.

A petition for such recall shall be signed by registered voters equal in number to twenty (20) percent of all the registered voters of the [e]City at the time of the last preceding regular mayoralty election; provided, that in such number shall be included twenty (20) percent of the registered voters at said time in each of at least two-thirds ($\frac{2}{3}$) of the wards of the [e]City; provided further, that if the officer shall have been elected by the voters of a ward or district, the petition need be signed by only twenty (20) percent of all the registered voters therein at the time of said mayoralty election.

Section 3 - [Same]Petition—How signatures affixed.

The signatures need not all be appended to one (1) paper, but all papers comprising the petition shall be uniform in character and shall each be verified by affidavit stating that each signature thereto was made in affiant's presence by, as affiant verily believes, the person whose name it purports to be. Each signer shall state, opposite [his]the signer's signature, [his]the signer's residence address. Any person shall be deemed a registered voter whose name can be found on the Board of Election's registered voters list. ~~[is uncerased on the registration books.]~~

Section 4 - [Same]Petition—Contents.

Each of the papers comprising the petition shall state the name and office of the officer whose recall is sought and ask for [his]the officer's recall before any signature is appended thereto.

Section 5 - [Same]Petition—Filing and certification.

All papers comprising the petition shall be assembled by the petitioners and filed with the [b]Board of [e]Election [e]Commissioners as one (1) instrument, and within ten (10) days thereafter said [b]Board shall find and certify as to the sufficiency of the petition, stating the number of registered voters signing. If the petition is certified to be insufficiently signed, supplemental papers conforming to the requirements for the originals may be filed within twenty (20) days thereafter, and said [b]Board, within ten (10) days after such supplements are filed, shall find and certify as to the sufficiency of the petition, so supplemented. If found still insufficiently signed, no further supplement shall be allowed, but a new petition may be filed.

Section 6 - Notification to officer.

If such recall petition, with supplements, if any, be found sufficient, a certificate to that effect shall be mailed by said [b]Board to the officer, and if [he]the officer does not resign within ten (10) days after such mailing, said [b]Board shall provide for submitting the question of [his]the officer's recall at the first election at which it may lawfully be submitted, not less than thirty (30) nor more than ninety (90) days after such mailing, and if there is no such election, then at a special election to be held within such ninety (90) days if legally possible, otherwise at the

earliest day at which said question may be submitted at either a general or special election. Any such election, at any stage thereof, shall at once be discontinued upon the death, resignation or removal of the officer whose recall is in question.

Section 7 - Form of ballot.

The ballot shall state the proposition, "Shall (name of officer) be rereMOVED from the office of (name of office)?" and to the right thereof, in bold type, the words "yes" and "no,"~~[one above the other]~~ **with a box or line next to each.** To vote for the recall of said officer the voter shall ~~[strike out the word "no,"]~~ **make a mark in the box next to the word "yes",** and to vote against such recall, **the voter shall make a mark in the box next to** the word "~~no~~"~~[yes]~~". If the majority of the votes cast thereon at said election shall be in favor of such recall, the office shall be vacant five **(5)** days thereafter.

Section 8 - Propositions to be separately submitted.

No petition shall seek the recall of more than one **(1)** officer, but several propositions for recall may be separately submitted at the same election on the same ballot.

Section 9 - Limitations on use.

No recall petition shall be filed against any officer within the first six **(6)** months or the last six **(6)** months of **the officer's**~~[his]~~ term nor within six **(6)** months after a proposition for **the officer's**~~[his]~~ recall has been defeated at an election.

Article IV - BOARD OF ALDERMEN

Section 1 - Composition.

The legislative power of the City of St. Louis shall, subject to the limitations of this ~~[c]~~**C**harter, be vested in a ~~[b]~~**B**oard of ~~[a]~~**A**ldermen consisting of a ~~[p]~~**P**resident, ~~[and twenty-eight members before the first day of the annual general session of the board of aldermen, in April, 2023, and of a President,]~~ elected as such by general ticket from the ~~[c]~~**C**ity at large, and fourteen (14) members ~~[thereafter]~~, one **(1)** from each ward, to be elected only by the qualified voters of the ward **such member**~~[he or she]~~ is a candidate to represent, and to be known as ~~[a]~~**A**lderman, ~~[a]~~**A**lderwoman, **or Alderperson** from the ward from which elected. Provided, that **Alderpersons**~~[aldermen]~~ heretofore elected shall remain in office until the end of the terms for which **the Alderpersons**~~[they]~~ were, respectively, elected, and provided further that in case of a vacancy, the **Alderperson**~~[alderman or alderwoman]~~ elected to fill such a vacancy shall be chosen by the qualified voters of the ward from which ~~[he or she]~~**the Alderperson** is elected.

Section 2 - Qualifications and salary.

No person shall become an **Alderperson**~~[alderman]~~ except a voter at least twenty-five **(25)** years of age, and who shall have been ~~[next]~~ before ~~[his or her]~~**their** election five **(5)** years a citizen of the United States, three **(3)**

years a resident of the [e]City, two (2) years an assessed taxpayer of the [e]City, and one (1) year a resident of the ward from which elected, nor who shall have been convicted of malfeasance in office, bribery, or other corrupt practice or crime; and if any Aldersperson[alderman] shall be so convicted or shall at any time not be a resident of such ward, the Aldersperson[alderman] shall thereby forfeit the office. However, in the event that an Aldersperson[alderman] ceases to reside within the ward to which [he or she]the Aldersperson was elected due solely to redistricting of the wards pursuant to Article I, Section 3 of this Charter, said Aldersperson[alderman] shall not immediately forfeit office, but shall remain in office with all attendant powers and duties during the remainder of said Aldersperson[alderman]'s then-existing term of office, and until qualification of the Aldersperson[alderman] of the redistricted ward elected at the next succeeding general [e]City election. The salary of each Aldersperson[alderman] shall be as established by ordinance.

Section 3 - President.

The [p]President of the [b]Board of [a]Aldermen shall preside at all meetings and have the qualifications and forfeit [his]the President's office for the causes provided with regard to the [m]Mayor. [His]The President's salary shall be [~~five thousand dollars per annum~~]set by the provisions of the compensation ordinance.

Section 4 - Absence from meetings.

Whenever a member of said [b]Board other than the [p]President is absent from a meeting [he]such member shall forfeit ten dollars (\$10.00) of [his]such member's salary unless [his]such member's absence is excused on motion, stating the cause thereof, and adopted by a majority of the members present, provided, that forfeitures by one (1) member shall not exceed eight hundred dollars (\$800.00) in any one (1) year. No forfeiture imposed because of absence shall be remitted.

Section 5 - Vacancies.

- (a) When a vacancy occurs in the office of [ward] Aldersperson[alderman], one hundred and eighty (180) days or more prior to a [e]City general election, such vacancy shall be filled through special election by the qualifying voters of the ward represented by the vacating Aldersperson[alderman]. The individual elected shall serve for the remainder of the unexpired term or until the next general [e]City election, whichever shall occur first, at which time such office shall again be filled according to law. Where such special ward election is required for an abbreviated term it shall be held no sooner than seventy-five (75) days nor later than ninety (90) days after the occurrence of the vacancy and there shall be no primary election preliminary thereto. In such case the [b]Board of [e]Election [e]Commissioners shall accept and process the names of candidates representing the established political parties, as such parties are defined by Missouri statute, [~~are defined in Section 120.140-2. Missouri Revised Statutes, 1969 [RSMo 120.140(2) (1969)] — now repealed~~], or as amended,] which are certified by the respective [e]City [e]Central [e]Committees of the aforesaid parties, as their chosen respective candidates to stand for election to fill the vacancy. Persons desiring such party certification shall conform to all the requirements of the revised code of the City of St. Louis required for primary nominations, except that the time limitation contained in the aforesaid revised code of the City of St. Louis shall not be observed. The certification herein provided shall be delivered to the [b]Board of [e]Election [e]Commissioners by the aforesaid several [e]City [e]Central [e]Committees

and by said ~~[b]~~Board shall be received, not less than thirty (30) days before the date of the special election. Persons desiring to stand for election as non-partisan candidates shall file nomination petitions signed in the aggregate for each candidate by ten percent (10%) of the qualified voters in the respective ward who voted at the next preceding mayoral general election. The primary and general elections to fill aldermanic vacancies otherwise than herein provided, shall be subject to all other existing ~~[e]~~City and ~~[s]~~State laws pertaining to the provisions for and conduct of elections in the City of St. Louis.

- (b) All provisions of the ~~[e]~~City ~~[e]~~Charter and ordinances and rules thereunder, or parts thereof, inconsistent with this amendment are hereby repealed.

Section 6 - Vice-~~[p]~~President, ~~[e]~~Clerk and other officers and employees.

Said ~~[b]~~Board shall choose from its membership a ~~[v]~~Vice-~~[p]~~President to act in case of the absence, disability or failure to act of the ~~[p]~~President, shall choose a ~~[e]~~Clerk, and may select any other officers and employees.

Section 7 - Board to be judge of qualifications of members; quorum.

Said ~~[b]~~Board shall be the judge of the qualifications of its members, except of its ~~[p]~~President, and a majority of all its members shall constitute a quorum, but a smaller number may adjourn from day to day and may compel the attendance of absentees in such manner and under such penalties as the ~~[b]~~Board may provide.

Section 8 - Rules of procedure; punitive powers; attendance of witnesses; journal; publication of proceedings.

Said ~~[b]~~Board may determine the rules of its proceedings, subject to this ~~[e]~~Charter; arrest and punish by fine or imprisonment, or both, any member or other person guilty of disorderly or contemptuous behavior in its presence; and with the concurrence of two-thirds (~~2/3~~) of all its members, expel a member for cause, after notice and upon a hearing. It shall have power, and may delegate it to any committee, to subpoena witnesses and order the production of ~~[books and papers]~~documents relating to any subject within its jurisdiction; to call upon its own officer or ~~designee~~[the city marshal] to execute its process; and to arrest and punish by fine or imprisonment, or both, any person refusing to obey such subpoena or order. No fine for any one (1) offense under this ~~[s]~~Section shall exceed three hundred dollars (\$300.00) nor shall any imprisonment for any one (1) offense exceed ten (10) days; but each day's continuance of any refusal as aforesaid shall be a separate offense. Its presiding officer or the chairman of any committee may administer oaths to witnesses. It shall keep a journal of its proceedings, and the yeas and nays on any question shall at the desire of any member present be entered thereon. The proceedings of each meeting of said ~~[b]~~Board shall be published within five (5) days in the paper or papers doing the city publishing.

Section 9 - General and special sessions.

One (1) session of said ~~[b]~~Board shall be held annually, beginning on the third Tuesday of April, and the ~~[m]~~Mayor may by three (3) days' proclamation convene it in special session. All sessions shall be public and in the ~~[e]~~City ~~[h]~~Hall, subject to change of place in case of emergency.

The style of every ordinance shall be: "Be it ordained by the [e]City of St. Louis as follows:"

Section 11 - Ordinances to be passed by bill; limitation on amendment.

No ordinance shall be passed except by bill and no bill shall be so amended in its passage as to change its original purpose.

Section 12 - Revival, amendment and re-enactment of ordinances.

No ordinance shall be revived or re-enacted except by bill setting it forth in full, nor amended except by bill setting forth the ordinance or section amended in full, as amended.

Section 13 - Bills to contain single subject; exception.

No bill, except a general appropriation bill which shall only embrace matters on account of which monies[~~moneys~~] are appropriated, shall contain more than one (1) subject, which shall be clearly expressed in its title.

Section 14 - How committees discharged.

The [b]Board of [a]Aldermen at any meeting held thirty (30) days or more after any bill shall have been referred to a committee, shall, on motion of any member, determine by the yeas and nays entered on the journal, whether such committee shall be discharged from further consideration thereof.

Section 15 - Amendments to be engrossed.

All amendments adopted shall be incorporated with the bill by engrossment under the supervision of a committee which shall report in writing such engrossment not later than the first meeting of said [b]Board held more than three (3) days after the order to engross.

Section 16 - Adoption of ordinances.

Every bill shall be read on three (3) different days in open session before its adoption, and no bill shall become an ordinance unless a majority of all the members vote in favor of its adoption and the presiding officer signs the same in open session.

Section 17 - Approval or disapproval of ordinances by [m]Mayor; reconsideration by [b]Board.

Each bill shall be presented to the [m]Mayor immediately after its adoption, but shall not be acted upon by the Mayor[him] (except it be an emergency measure) within ten (10) days after its adoption. [He]The Mayor shall within twenty (20) days after its presentation to the Mayor[him] return it with the Mayor's[his] approval or disapproval endorsed thereon to the [b]Board of [a]Aldermen, or, if said [b]Board shall have finally adjourned, to the [r]Register. Failure [so]to return any bill within said time shall constitute approval thereof by the [m]Mayor. If the [m]Mayor approves the bill, or fails to return it as and when above provided, it shall become an ordinance, subject to the referendum provisions of this [e]Charter. If the Mayor[he] returns it to the [r]Register, with the Mayor's[his] disapproval endorsed thereon, after said [b]Board shall have finally adjourned, but within said twenty (20) days, it shall not become an ordinance. If the Mayor[he] returns it to said [b]Board, with the Mayor's[his] disapproval endorsed thereon, within said twenty (20) days and before said [b]Board shall have finally adjourned, said [b]Board shall reconsider it. If, on such reconsideration, two-thirds ($\frac{2}{3}$) of all the members vote to pass the bill, the presiding officer shall certify that fact thereon over the Mayor's[his] signature and thereupon the bill shall become an ordinance, subject to the referendum provisions of this [e]Charter; otherwise it shall not become an ordinance. If a bill contains several items of appropriation, the [m]Mayor may disapprove one (1) or more items while approving the others, and the items approved shall become an ordinance in like manner as a bill approved, and the items disapproved shall be proceeded with in like manner as a bill disapproved.

Section 18 - How vote determined; entry in journal.

In all cases under the two (2) next preceding sections the votes shall be determined by yeas and nays and the names of the members voting for and against the bill shall be entered on the journal.

Section 19 - Effective date of ordinances.

No ordinance, unless it be an emergency measure, shall take effect until thirty (30) days after its approval by the [m]Mayor or thirty (30) days after adoption over [his]the Mayor's veto.

Section 20 - Emergency ordinance defined.

An emergency measure is any ordinance necessary for the immediate preservation of the public peace, health or safety, or providing for public work or improvements of any kind or repairs thereof, or establishing a benefit or taxing district or a sewer district, or a joint sewer district, and declared to be an emergency measure; any ordinance calling or providing for any election or vote by or submission to the people; any ordinance making an appropriation for the payment of principal or interest of the public debt, or for current expenses of the [e]City government; any general appropriation ordinance; or any ordinance fixing any tax rate; but no ordinance granting, enlarging or affecting any franchise or amending or repealing any ordinance adopted by the people under the initiative shall be an emergency measure.

Section 21 - Ordinances to be numbered and published.

Every ordinance shall be immediately sent to the [r]Register, [and by him]numbered by the Register, and filed and preserved in [his]the Register's office. Every ordinance shall be published within ten (10) days after its approval by the [m]Mayor or adoption over [his]the Mayor's veto in the paper or papers doing the city publishing.

Section 22 - Revision of ordinances.

There shall be a revision of the general ordinances every five (5) years.

Section 23 - Legislative and administrative powers of [b]Board.

The [b]Board of [a]Aldermen shall have power by ordinance not inconsistent with this [a]Article to exercise all the powers of the [e]City and provide all means necessary or proper ~~[therefor]~~; also to do all things needful within or without the [e]City or [s]State to protect the rights of the [e]City.

Section 24 - Fines and imprisonment.

No fine shall exceed five hundred dollars (\$500.00) except for violations of City ordinances regarding unpermitted demolitions, vacant property, or non-owner-occupied deteriorated property or regarding the preservation and protection of environmental conditions in the City for the prevention of harm to the health, safety and comfort of its residents or harm to private or public property such as the unauthorized dumping of waste or debris on private or public property, prohibited refuse, waste tire disposal.

Section 25 - Expenditures to be pursuant to ordinance; recommendations required.

Except as otherwise expressly provided in this [e]Charter, no money shall be expended except in consequence of appropriations made by ordinance, and no improvement involving any expenditure of money shall be ordered except by ordinance. No ordinance making, changing or transferring an appropriation or contemplating or involving the payment of any money shall be adopted unless the [b]Board of [e]Estimate and [a]Apportionment shall have recommended or joined in recommending the same.

Section 26 - Limitations on powers of [b]Board.

The [b]Board of [a]Aldermen shall not have power to relieve or exempt any person from the payment of any tax or from any burden imposed by law; nor to authorize the compromise of any disputed contractual demand, or any allowance on account thereof not provided for in the contract, except on recommendation of the [b]Board of [e]Estimate and [a]Apportionment; nor to authorize the payment of any damages claimed for alleged injuries to persons or property, except upon recommendation by the [e]City [e]Counselor; or to appropriate any money for charitable purposes, except such as shall be subject to the administration or supervision of the [e]City; nor to sell, lease or otherwise dispose of the waterworks; nor to sell any of the [e]City's real estate except by ordinance adopted by a vote of two-thirds ($\frac{2}{3}$) of all the members; nor to acquire real estate by private purchase except by ordinance recommended by the [b]Board of [p]Public [s]Service.

Section 27 - Reserved.

Section 28 - Definitions.

As used in Sections 28 to 34, the following terms mean:

1. "Applicant", an individual who applies to serve on the People's Commission.
2. "City", the City of St. Louis.
3. "Commission", the People's Commission.
4. "Controlling Person", an officer, director, manager, principal, shareholder, or member with at least 10% ownership of a legal entity.
5. "Day", a calendar day, except that if the final day of a period within which an act is to be performed is a Saturday, Sunday, or holiday in which City offices are closed, the period is extended to the next day that is not a Saturday, Sunday, or holiday in which City offices are closed.
6. "Decennial Census", the national decennial census taken under the direction of the United States Congress at the beginning of each decade.
7. "First Degree Relative", a parent, spouse, or child.
8. "Committee", the Oversight Committee.
9. "Parent", the natural or adopted parents or someone who acted as a parent in lieu of a natural or adopted parent.
10. "Spouse", a licensed marriage spouse or registered domestic partner.
11. "Child or children", the natural, foster, and adopted child or children, and stepchild or stepchildren.
12. Notwithstanding any other provision of law to the contrary, the term Alderperson shall include an Alderman or Alderwoman.
13. Notwithstanding any other provision of law to the contrary, the term Board of Alderpersons shall include the Board of Aldermen.

Section 29 - The People's Commission.

- A. The Commission shall consist of nine (9) members who represent the demographic make-up of the City of St. Louis. The members shall be chosen to ensure the Commission reflects the City's diversity, including, but not limited to, racial, ethnic, sexuality, ability, age, area of residence, and gender diversity. However, it is not intended that formulas or specific ratios be applied for this purpose.
- B. Members of the Commission shall:
 1. Be registered voters in the City of St. Louis for at least three (3) consecutive years immediately preceding the date of appointment to the Commission;
 2. Have voted in at least one (1) municipal election in the five (5) years immediately preceding the date of appointment to the Commission; and
 3. Be free of conflicts of interest. For the purposes of this Section, a conflict of interest arises if, in the

two (2) years immediately preceding the date of appointment to the Commission, an applicant, or a First Degree Relative of the applicant has:

- a. Been appointed to, elected to, or been a candidate for state, county, or City office;
- b. Served as an officer, employee, or paid consultant of a political party or of the campaign committee of a candidate for elective state, county, federal, or City office;
- c. Been a registered state lobbyist, or local lobbyist who represented clients with interests in front of City government;
- d. Been a paid employee of the City of St. Louis; a person performing paid services under professional or political contract to the City, to the Board of Aldermen[**persons**], or to any member of the Board of Aldermen[**persons**]; any Controlling Person of any such enterprise providing a professional or political contracted service to the City, to the Board of Aldermen[**persons**], or to any member of the Board of Aldermen[**persons**].

C. Applicants shall complete an application form provided by the Clerk of the Board of Aldermen[**persons**]. Such form shall be provided in paper form at the Board of Aldermen[**persons**], City Hall Room 230 and online on the website for the Board of Aldermen[**persons**]. The form shall request such information as determined by the Clerk, but shall include the following:

1. Name of Applicant;
2. Birthdate;
3. Current address of residence, including ward;
4. Length of residence at current address;
5. Addresses for past five (5) years if other than current address;
6. Race;
7. Ethnicity;
8. Sexual Orientation;
9. Gender Identity;
10. A checkbox for an applicant to self-identify as an individual with a disability;
11. Business or occupation engaged in during the preceding five (5) years, including address of and date of service with each business or occupation;
12. Branch, date, and rank at discharge of military service;
13. Educational background, including high school and college credits, the name of each educational institution attended and any degree or diploma received;
14. Description of and date of service in civic or community organizations;
15. Memberships in professional, technical, or other organizations;

16. A statement of qualifications not longer than 300 words expressing the reasons why the Applicant believes ~~[he or she]~~the Applicant is qualified to serve as a member of the Commission; and
17. An acknowledgement, signed by the Applicant, that ~~[he or she]~~the Applicant is a registered voter in the City and has voted in at least one (1) municipal election in the preceding five (5) years.
- D. The Applicant shall be required to sign the application form under penalty of perjury.
- E. The application period shall be advertised in both the City Journal and on the Board of Aldermen's~~[persons']~~ website. The application period shall open one (1) month following receipt of the Decennial Census information. The application period shall remain open for at least ~~thirty (30)~~ forty (45) days but not longer than forty (45) days or until at least fifty (50) applications are received including at least one (1) applicant from each ward existing at the time of the Decennial Census, whichever is longer. If, after forty-five (45) calendar days, the applicant pool does not include one (1) applicant from each ward or does not include at least fifty (50) applications, the Alderperson(s) in the wards without any applicants shall nominate at least one (1) ~~a~~Applicant from their ward. All nominees shall complete the application as provided by this Section. Nominees are not guaranteed to be selected for the Commission. Notwithstanding any other provision of law to the contrary, for the purposes of redistricting based on the 2020 Decennial Census information, the application period shall open no later than ten (10) days after this Section goes into effect.
- F. There is hereby established an Oversight Committee that shall be responsible for selecting the first four (4) members of the Commission.
- G. No later than thirty (30) days after the first meeting of the Board of Aldermen~~[persons]~~ following the receipt of the Decennial Census information, the Board of Aldermen~~[persons]~~ shall select an Oversight Committee of five (5) individuals consisting of one (1) representative from the Planning and Urban Design Agency, one (1) representative from the Comptroller's Office and three (3) retired judges. If the Board of Aldermen~~[persons]~~ fails to select an Oversight Committee, responsibility for selection of a Committee shall pass to the Office of the Comptroller. Notwithstanding any other provision of law to the contrary, for the purposes of redistricting based on the 2020 Decennial Census information, the Board of Aldermen~~[persons]~~ shall meet and select an Oversight Committee no later than thirty (30) days after this Section goes into effect.
- H. To be eligible to serve on the Oversight Committee as a retired judge, the judge must:
1. Have served a minimum of five (5) years as a judge in one (1) of the following jurisdictions: 22nd Judicial Circuit of Missouri; 21st Judicial Circuit of Missouri; The Missouri Court of Appeals, Eastern District; or The Missouri Supreme Court;
 2. Reside in the City of St. Louis or St. Louis County; and
 3. not currently be employed by the City.
- I. Within ten (10) days after the effective date of this Section, the Clerk of the Board of Aldermen~~[persons]~~ shall post online a request for letters of interest to serve on the Oversight Committee be sent to the Clerk. The Clerk shall also send the information for service on the Oversight Committee to the Missouri Bar Association and request they post the information online.
- J. The Planning and Urban Design Agency shall nominate one (1) current or former staff member with the appropriate expertise from the Planning and Urban Design Agency to serve on the Oversight Committee.
- K. The Comptroller shall nominate one (1) staff member with appropriate expertise from the Comptroller's Office to serve on the Oversight Committee.

- L. Within one (1) day of the closing of the application period, the Clerk of the Board of Aldermen[persons] shall transfer all applications for membership on the Commission to the Oversight Committee. The Oversight Committee shall have seven (7) days to review all applications and remove any application that does not meet the requirements of this Section. The Oversight Committee shall provide a list of all Applicants to the Board of Aldermen[persons]. Each Alderperson may strike one (1) Applicant from the list and such Applicant will be removed from consideration for membership on the Commission. In order to strike an Applicant, an Alderperson must provide their strike, in writing, to the Clerk of the Board of Aldermen[persons] within fourteen (14) days of the Board of Aldermen[persons] receiving the list of Applicants from the Oversight Committee. If the Clerk does not receive a strike within fourteen (14) days, the Alderperson forfeits their strike. The names of Applicants who are stricken and the Alderperson who struck each Applicant shall be published online within five (5) days of the end of the fourteen (14) day period.
- M. At the conclusion of the fourteen (14) days, the Clerk of the Board of Aldermen[persons] shall transmit the list of Applicants with stricken Applicants removed, if any Alderperson utilized their strike, to the Oversight Committee. The Oversight Committee shall draw at random four (4) Applicants from the remaining Applicant pool to serve as members of the Commission. This shall be completed no later than three (3) months following the opening of the application period.
- N. The four (4) members selected by the Oversight Committee shall be sworn in within five (5) days of their selection and convene within ten (10) days of their selection in order to select the five (5) remaining members of the Commission. These five (5) members shall be selected from the remaining Applicant pool as described in Subsection M.
1. The four (4) members shall review the remaining applications and select the remaining members by a three (3) vote majority.
 2. If the result of a vote for a potential member of the Commission results in a tie, the Oversight Committee shall be empowered to break any such tie.
 3. The four (4) members shall select the remaining members of the Commission with the goal of balancing the Commission's diversity across areas of residence within the City, age, gender, race, sexual orientation, ability, and ethnicity in a manner that reflects the demographics of the City.
- O. The Oversight Committee shall establish criteria for diversity of the Commission that ensures adequate representation of traditionally underrepresented groups as described in Subsection A. The four (4) members of the Commission selected by the Oversight Committee shall utilize these criteria when selecting the remaining members of the Commission.
- P. The Oversight Committee shall swear in the newly selected five (5) members of the Commission. Within ten (10) days of the new members being sworn in, the Commission shall convene a meeting to select two (2) alternates from the remaining Applicant pool to serve in the event a member of the Commission is unable to complete their term of service. Alternates shall be selected by a simple majority of the Commission. At this same meeting, the Commission shall select one (1) of its members to serve as the chair and one (1) to serve as the vice chair. The chair and vice chair shall remain voting members of the Commission.
1. The chair shall convene meetings of the Commission pursuant to the requirements of this Section.
- Q. Within five (5) days of being sworn in, members of the Commission shall file a written declaration, on a form to be provided by the Clerk of the Board of Aldermen[persons], that they will not seek election to a City public office or accept appointment to any City public office in the election immediately following the

conclusion of their service on the Commission. Alternates shall sign the declaration if they are required to serve on the Commission.

- R. In addition to the written declaration, members of the Commission shall file a Missouri Ethics Commission Personal Financial Disclosure with the St. Louis City Board of Election Commissioners. Alternates shall file a Missouri Ethics Commission Personal Financial Disclosure if they are required to serve on the Commission.
- S. Members of the Commission and the Oversight Committee shall not be compensated for their service but are eligible for reimbursement of reasonable and necessary expenses incurred in connection with the duties performed pursuant to this Article.
- T. Notwithstanding any other provision of law, no employer shall discharge, threaten to discharge, intimidate, coerce, or retaliate against any employee by reason of such employee's membership on the Commission or attendance or scheduled attendance at any meeting of the Commission.

Section 30 - Redistricting.

- A. The Commission shall be responsible for the redistricting of the City of St. Louis at least once every ten (10) years. Such redistricting shall be completed no later than December 31 of the year following the completion of the Decennial Census. Notwithstanding any other provision of law, redistricting following the receipt of the 2020 Decennial Census information shall be completed no later than May 31, 2022. If this Section becomes effective less than three (3) months prior to March 30, 2022, the deadline for completing redistricting based on the 2020 Decennial Census information shall be August 31, 2022.
- B. The Commission shall meet for the first time no later than three (3) months after its appointment and no later than three (3) months before the deadline to complete redistricting. The Commission shall establish the boundaries of the wards for the City of St. Louis pursuant to the following criteria as set forth in the following order of priority:
 - 1. Wards shall be established in a manner so as to comply with all requirements of the United States Constitution and applicable federal and state laws, including, but not limited to, the Voting Rights Act of 1965 (as amended). Notwithstanding any other provision of this Article, districts shall not be drawn with the intent or result of denying or abridging the equal opportunity of racial or language minorities to participate in the political process or diminishing their ability to elect representatives of their choice, whether by themselves or by voting in concert with other persons.
 - 2. Wards shall be composed of contiguous territory. Areas that meet only at the point of adjoining corners are not contiguous.
 - 3. Wards shall be designed to minimize the division of and maintain the geographic integrity of any local neighborhood or local community of interest, to the extent possible without violating the requirements in paragraphs 1 and 2 of this Subsection. For the purposes of this Section, a community of interest shall be defined as a contiguous population with shared race, ethnicity, and/or language identity, and shared common social and economic interests that should be included within a single ward for the purposes of effective and fair representation. Communities of interest shall not include relationships with political parties, incumbents, or political candidates.
 - 4. To the extent consistent with the preceding requirements, wards shall be designed to be compact in form. In general, compact wards are those which are square, rectangular, or hexagonal in shape to the extent permitted by natural or political boundaries.

5. To the extent consistent with the preceding requirements, wards shall be designed using geographically identifiable boundaries, such as natural boundaries, street lines, or City boundary lines.
- C. Five (5) members of the Commission shall constitute a quorum. Five (5) or more affirmative votes shall be required for any official action, including approval of a final plan establishing the boundaries of any ward.
- D. The Commission shall convene and hold as many meetings as necessary to draw a preliminary map. These meetings shall include public hearings where public comments shall be received by the Commission. At minimum, there shall be three (3) public hearings before the Commission votes on a preliminary plan. They shall be held in the north, south, and central areas of the City of St. Louis.
- E. Following the Commission's vote approving the preliminary plan, there shall be at least three (3) public hearings, held in the north, south, and central areas of the City, on different dates to receive public comments on the preliminary plan. The Commission shall also display the approved preliminary plan for written public comment in a manner designed to achieve the widest public access reasonably possible. Written public comment shall be taken for at least one (1) month from the date of public display of the approved preliminary plan.
- F. After public comment is received and public hearings are completed on the preliminary plan, but before formulating the final plan, the Commission shall present the preliminary plan to a committee of the whole of the Board of Aldermen~~men~~[persons]. By a vote of a majority of members present, the Board of Aldermen~~men~~[persons] may make objections or recommendations to the preliminary plan. The Commission may accept or reject any objections or recommendations made by the Board of Aldermen~~men~~[persons].
- G. The Commission shall vote on a proposed final map and subsequently hold three (3) public hearings, in the north, south, and central areas of the City. The Commission shall provide the public with seven (7) days to submit written comments after the completion of the three (3) public hearings. The Commission shall be finished with all hearings and adopt a final map no later than December 31 of the year following the release of the Decennial Census information, except for 2020 where the time shall be extended to May 31, 2022. Notwithstanding any other provision of law to the contrary, if this Section becomes effective less than three (3) months prior to the March 30, 2022 deadline for completing redistricting based on the 2020 Decennial Census information the deadline shall be August 31, 2022. Notwithstanding any other provision of law to the contrary, if a state of emergency is declared that includes the City of St. Louis, the Board of Aldermen~~men~~[persons] may extend the deadline in this Subsection.
- H. Upon adoption of a final map, the Commission shall certify the map to the Board of Aldermen~~men~~[persons]. The Board of Aldermen~~men~~[persons] shall be prohibited from making any changes to the Commission's map. The Commission's map shall be adopted as an ordinance and codified in the Revised Code of the City of St. Louis. In conjunction with certifying the final map, the Commission shall issue a report explaining the basis for its decisions.
- I. The Commission may vote, by simple majority, to present any disputes to the Oversight Committee at a public hearing. The Oversight Committee shall offer its resolution to the conflict within 48 hours of the public hearing.
- J. Failure to certify a final ward map to the Board of Aldermen~~men~~[persons] by December 31 of the year following the release of the Decennial Census information, except for 2020 where the time shall be extended to May 31, 2022, shall result in the Oversight Committee hearing the disputes in a public hearing and mandating appropriate resolutions, including a final ward map. In the event of failure by the Commission to finalize a

ward map, the final ward map shall be drawn and approved by the oversight committee and certified to the Board of Aldermen~~men~~~~[persons]~~ no later than 30 days after the Commission's deadline to certify a map to the Board of Aldermen~~men~~~~[persons]~~. If this Section becomes effective less than three (3) months prior to the March 30, 2022 deadline for completing redistricting based on the 2020 Federal Decennial Census Information the deadline shall be August 31, 2022.

K. The Commission and Oversight Committee shall:

1. Comply with all state and City requirements for open meetings and records, including, but not limited to Chapter 610, R.S.Mo.; and
2. Ensure that all documents, records, and data utilized are made available to the public in an immediate and widespread manner.

L. Members of the Commission and the Oversight Committee shall be prohibited from initiating or receiving any communications from the public regarding redistricting matters other than at a public hearing or through official written comment. Nothing in this Subsection prohibits communication between Commission members, Oversight Committee members, legal counsel, and consultants retained to assist with redistricting. All such communication shall comply with open meeting and open record requirements, including such requirements in Chapter 610, [R.S.Mo.](#)

M. An individual from the Research Department of the Planning and Urban Design Agency shall be assigned to the Commission to provide assistance, guidance, consultation, GIS mapping, and other resources needed by the Commission to fulfill the requirements of this Section.

N. An individual from the City Counselor's Office shall be assigned to the Commission to provide assistance, legal guidance, consultation, and other resources needed by the Commission to fulfill the requirements of this Section.

O. The Commission is authorized to hire consultants, provided that the compensation of such persons be limited to the period in which the Commission is actively engaged in the redistricting process. The Commission shall establish criteria for the hiring and removal of these individuals, communication protocols, and a code of conduct including conflicts of interest, consistent with this Section.

P. The Commission is authorized to utilize redistricting software.

Q. Notwithstanding any other provision of law to the contrary, the map adopted pursuant to this Section shall be the final ward map and shall supersede any other map adopted pursuant to any other provision of this Charter or the Revised Code of the City of St. Louis.

Section 31 - Conflicts of Interest.

A. A member of the Board of Aldermen~~men~~~~[persons]~~ or employee of the Board of Aldermen~~men~~~~[persons]~~ may not use ~~[his or her]~~the Alderperson or employee's official position or office, or take or fail to take any action, or influence others to take or fail to take any action, in a manner which ~~[he or she]~~the Alderperson or employee knows, or has reason to believe, may result in a personal or financial benefit for ~~[himself or herself]~~the Alderperson or employee; anyone related to the Alderperson or employee in the fourth (4th) degree of consanguinity or affinity; or a nongovernmental civic group, union, social, charitable, or religious organization of which the Alderperson or employee (or ~~[his or her]~~their spouse or registered domestic partner) is an officer, director, or board member, or which ~~[he or she]~~the Alderperson or employee holds any other position on the

organization's administrative or governing body.

- B. An Alderperson or employee serving as a member of a board, commission, or any other entity as a representative of the City shall not have a conflict of interest when the business of that entity is before the City. An Alderperson or employee serving as a member of a board, commission, or any other entity not as a representative of the City but as a private citizen, even if the board, commission, or entity seeks out an Alderperson or employee to serve on such board, commission, or entity because of their position within the City, shall have a conflict of interest when matters touching upon the business of the board, commission, or any other entity comes before the City.
- C. An Alderperson or employee has a conflict of interest with respect to any labor contract to which [~~he or she~~]the Alderperson or employee, or [~~his or her~~]the Alderperson or employee's spouse, may be a party.
- D. An Alderperson or employee must declare, on a form provided by the Clerk of the Board of Aldermen[~~persons~~], conflict of interest under this Section. The Alderperson or employee must complete and deliver such form to the Legal Counsel to the Board of Aldermen[~~persons~~] within ninety-six (96) hours of the introduction of any ordinance, resolution, order, or other matter in the Board of Aldermen[~~persons~~] in which the Alderperson or employee has a potential conflict.
- E. To the extent an Alderperson or employee believes that despite the existence of the circumstances described in this Section, they do not have a conflict of interest, they may request an opinion from the Legal Counsel of the Board of Aldermen[~~persons~~] to determine whether there is a conflict. Such opinions shall be made publicly available on the Board of Aldermen's[~~persons's~~] website within one (1) day of the Legal Counsel issuing the opinion.
- F. Any Alderperson with a conflict of interest on any matter shall abstain from voting but shall be counted present for the purposes of a quorum.
- G. Any individual may file a complaint against any Alderperson or employee for failing to comply with this Section. A complaint shall be filed with the Legal Counsel of the Board of Aldermen[~~persons~~] on a form provided by the Clerk of the Board of Aldermen[~~persons~~].
- H. The Legal Counsel to the Board of Aldermen[~~persons~~] has the power to seek a fee in the Municipal Court of the City of St. Louis of no less than five hundred dollars (\$500.00) ~~dollars~~ and no greater than five thousand dollars (\$5,000.00) ~~dollars~~ per incident against any Alderperson or employee the Legal Counsel finds to be in violation of this Section.
- I. The Legal Counsel to the Board of Aldermen[~~persons~~] is hereby authorized to establish procedures to implement this Section.

Section 32 - Outside Employment.

- A. An Alderperson or an employee of the Board of Aldermen[~~persons~~] shall not accept employment or enter into a contract that:
 - 1. Interferes with the discharge of their public duty; or
 - 2. Creates a conflict of interest, as described in Section 31 of this Article, that would materially impair their ability to serve the City.

- B. An Alderperson or an employee of the Board of Aldermen[persons] shall not accept employment or enter into a contract with any party or beneficiary relating to:
 - 1. A pending or existing City contract if the Alderperson or employee participated in the negotiation, development, awarding, or management of that contract; or
 - 2. Any other matter before the Board of Aldermen[persons].
- C. An Alderperson or employee shall not solicit or accept any money or other thing of value in return for advice or assistance on matters concerning the operation or business of City government or any matter before the Board of Aldermen[persons].
- D. An Alderperson or employee shall not represent any person or organization for a fee or any other thing of value before the Mayor, Board of Aldermen[persons], member of the Board of Aldermen[persons], any department of the City, or any City board, agency, commission, or committee of a City board, agency or commission.
- E. An Alderperson or employee shall notify the Legal Counsel of the Board of Aldermen[persons] before accepting outside employment or entering into a contract for providing services. Such notification shall be submitted annually on the last Monday of January of each year that the outside employment or contract for services exists. The notification shall be in writing on a form provided by the Clerk of the Board of Aldermen[persons].
- F. Notifications described in Subsection E shall be made available for public inspection and copying within five (5) days of receipt by the Legal Counsel to the Board of Aldermen[persons]. Notifications shall also be made publicly available on the Board of Aldermen[persons] website. If the Legal Counsel determines the notification needs curing, the Legal Counsel shall allow the Alderperson or employee 72 hours to amend and return the form prior to public inspection.
- G. Any individual may file a complaint against any Alderperson or employee for failing to comply with this Section. A complaint shall be filed with the Legal Counsel to the Board of Aldermen[persons] on a form provided by the Clerk of the Board of Aldermen[persons].
- H. The Legal Counsel to the Board of Aldermen[persons] has the power to seek a fee in the Municipal Court of the City of St. Louis of no less than five hundred dollars (\$500.00) dollars and no greater than five thousand dollars (\$5,000.00) dollars against any member or employee the Legal Counsel to the Board of Aldermen[persons] finds to be in violation of this Section.
- I. The Legal Counsel to the Board of Aldermen[persons] is hereby authorized to establish procedures to implement this Section.

Section 33 - Prohibited Activities

- A. After November 12, 2021, no Alderperson or employee of the Board of Aldermen[persons] shall act, serve, or register as a lobbyist to directly or indirectly influence a decision of the City or any department or agency thereof until one (1) year after termination of their service or employment.
- B. After November 12, 2021, no Alderperson or employee of the Board of Aldermen[persons], until the expiration of five (5) calendar years after the conclusion of the aldermanic session in which the Alderperson or employee last served, shall attempt to directly or indirectly influence any action in front of any department or agency of St. Louis City, or any court, on behalf of any other person in connection with a particular matter:

1. In which the City of St. Louis is a party or has a direct and substantial interest;
 2. In which the Alderperson or employee participated during their term of service or employment at the Board of Aldermen[~~persons~~]; and
 3. Which involved a specific party or specific parties at the time of such participation.
- C. After November 12, 2021, no Alderperson or employee of the Board of Aldermen[~~persons~~], until the expiration of five (5) calendar years after the conclusion of the aldermanic session in which the Alderperson or employee last served, shall attempt to directly or indirectly influence any action in front of any department or agency of St. Louis City, or any court, on behalf of any other person in connection with a particular matter:
1. In which the City of St. Louis is a party or has a direct and substantial interest;
 2. In which the Alderperson or employee knows or reasonably should know was actually pending under ~~[his or her]~~the Alderperson or employee's official responsibility as such officer or employee within a period of one (1) year before the termination of ~~[his or her]~~the Alderperson or employee's service or employment with the Board of Aldermen[~~persons~~]; and
 3. Which involved a specific party or specific parties at the time it was so pending.
- D. Any individual may file a complaint against any Alderperson or employee for failing to comply with this Section. A complaint shall be filed with the Legal Counsel of the Board of Aldermen[~~persons~~] on a form provided by the Clerk to the Board of Aldermen[~~persons~~].
- E. The Legal Counsel to the Board of Aldermen[~~persons~~] has the power to seek a fee in the Municipal Court of the City of St. Louis of no less than five hundred dollars (\$500.00) ~~dollars~~ and no greater than five thousand dollars (\$5,000.00) ~~dollars~~ against any member or employee the Legal Counsel to the Board of Aldermen[~~persons~~] finds to be in violation of this Section.
- F. The Legal Counsel to the Board of Aldermen[~~persons~~] is hereby authorized to establish procedures to implement this Section.

Section 34 - Competitive Elections.

- A. The purpose of this Section is to protect voters' rights and prevent the Board of Aldermen[~~persons~~] from overturning the will of the people pertaining to voter-enacted reforms that create competitive elections and elect candidates with broad support.
- B. Notwithstanding any other provision of law to the contrary, in the event the Board of Aldermen[~~persons~~] approve an ordinance changing the method of voting for municipal offices to another method of voting, the ordinance shall be submitted by the Board of Aldermen[~~persons~~] to a public vote. The new method for voting for municipal offices shall only be in effect if a majority of the voters voting on the ordinance approve of it.

Article V - INITIATIVE

Section 1 - Use authorized.

The people shall have power, at their option, to propose ordinances, including ordinances proposing amendments to this [e]Charter, and to adopt the same at the polls, with the same effect as if adopted by the [b]Board of [a]Aldermen and approved by the [m]Mayor, such power being known as the initiative. It shall be exercised as hereinafter provided, subject to the provisions of this [e]Charter.

Section 2 - Petition required.

Such an ordinance shall be proposed by petition signed by registered voters equal in number to five (5) percent or, in case the proposed ordinance is for the submission of an amendment to the [e]Charter, ten (10) percent of all the registered voters of the [e]City at the time of the last preceding regular mayoralty election. Each of the papers comprising the petition shall contain the proposed ordinance in full and designate by names and addresses five (5) persons as the committee of the petitioners.

Section 3 - Procedure employed in recall to be followed.

Each such petition and the papers comprising same shall be governed by, and proceedings shall be had thereon in accordance with, the provisions of [s]Section 3 and 5 of [a]Article III concerning the recall, but construing said sections with reference to the petition and the sufficiency thereof required by this [a]Article.

Section 4 - Certification of petition; submission of proposed ordinance to voters.

If the [b]Board of [e]Eelection [e]Commissioners find that the petition, with supplements, if any, is sufficient, it shall forthwith certify that fact, together with a copy of the petition, omitting signatures, to the [b]Board of [a]Aldermen. Unless the proposed ordinance is, without amendment, adopted and approved by the [m]Mayor, or adopted, without amendment, over [his]the Mayor's veto, within sixty (60) days after the regular meeting of the [b]Board of [a]Aldermen next after said certification, or unless four (4) members of the committee of the petitioners shall, within fifteen (15) days after the expiration of said sixty (60) days, state in writing to the [e]Clerk of the [b]Board of [a]Aldermen that there is no necessity for submitting the proposed ordinance to the voters, said clerk shall forthwith certify the failure to adopt same to the [b]Board of [e]Eelection [e]Commissioners. Said [b]Board of [e]Eelection [e]Commissioners shall thereupon provide for submitting said proposed ordinance, in its original form, to the voters at the first election at which such submission may lawfully be had, not less than thirty (30) days after such certification to it by said [e]Clerk, and if there is no such election within ninety (90) days after such certification, and the petition shall be signed by registered voters equal in number to seven (7) per cent, or in case the proposed ordinance is for the submission of an amendment to the [e]Charter, fifteen (15) per cent, of all the registered voters of the [e]City at the time of the last preceding regular mayoralty election, then such submission shall be at a special election to be held within such ninety (90) days if legally possible, otherwise at the earliest day on which such submission may be had at either a general or special election.

Section 5 - Form of ballot; adoption of ordinance; publication.

~~[The ballots shall state the nature of the proposed ordinance, and to the right thereof in bold type the words "Yes" and "No" one above the other. To vote for such ordinance the voter shall strike out the word~~

~~"No" and to vote against it, the word "Yes."~~ **The ballot shall state the nature of the proposed ordinance, and to the right thereof, in bold type, the words "yes" and "no," with a box or line next to each. To vote for such ordinance the voter shall make a mark in the box next to the word "yes", and to vote against such recall, the voter shall make a mark in the box next to the word "no."** If a majority voting on the proposed ordinance vote in favor thereof, it shall be an ordinance of the [e]City, in effect ten **(10)** days thereafter, and the [b]Board of [e]Election [e]Commissioners shall certify a copy thereof and the fact of its adoption to the [r]Register who shall number said ordinance and file and preserve said copy and certificate in [his]the **Register's** office. Such ordinance shall be published and printed copies thereof made for distribution as provided for other ordinances.

Section 6 - Amendment or repeal of initiated ordinance.

No ordinance adopted at the polls under the initiative shall be amended or repealed by the [b]Board of [a]Aldermen except by vote of two-thirds **($\frac{2}{3}$)** of all the members, nor within one **(1)** year after its adoption.

Section 7 - Charter Commission.

1. In accordance with the provisions of the Missouri Constitution, and in addition to the people's power of initiative, as described in Section 1 of Article V, the lawmaking body of the City of St. Louis may submit proposals for the amendment or revision of the City Charter to the qualified voters through a Charter Commission process in the manner hereinafter provided.
2. After April 4, 2023, and before August 1, 2023, and every ten (10) years thereafter, or upon the certification of a petition as provided for in Paragraph F of this subsection, a Charter Commission shall be appointed to consider whether to revise and amend the Charter according to the following process.
 - A. Application: Within five (5) days of certification of April 4, 2023 election results, and on March 1 every ten (10) years thereafter, or within ten (10) days of certification as provided in Paragraph F, the Mayor of the City of St. Louis shall publish and make available to the public an application to serve on the Charter Commission. Such application shall remain open for fifty (50) days, shall verify applicant's eligibility under the provisions of subparagraph (a) of this paragraph, and require applicants to disclose conflicts of interest and inform applicants that their responses will be made public.
 - a. Eligibility Criteria:
 - i. Be registered voters in the City of St. Louis for at least two (2) consecutive years immediately preceding the date of appointment to the Commission.
 - ii. Be free of conflicts of interest. For the purposes of this bill, a conflict of interest arises if, in the two **(2)** years immediately preceding the date of appointment to the Commission, an applicant, or a first-degree relative of the applicant has:
 1. Been a lobbyist representing clients with interests in front of city government; or
 2. Have financial or service contracts with any City department or office.
 - B. Recommendation: Within five (5) days of applications closing, the Mayor's Office shall provide

copies of each application, categorized by the ward in which the applicant resides, to the Board of Aldermen for review. Within ten (10) days of receipt of applications, each member of the Board of Aldermen shall review the applications and select three (3) applicants to forward to the Mayor's office for nomination. If any member of the Board of Aldermen fails to select three (3) applicants by the timeline herein, the member forfeits their unselected applicants.

- C. Nomination: Within fourteen (14) days of receipt of aldermen's recommendations, the Mayor shall deliver, from the pool of recommended applicants, nine (9) nominations to serve on the Charter Commission to the Board of Aldermen for confirmation. Said nominations to the Charter Commission shall be made so as to provide for a total geographical representation of the residents of this City.

1. Geographical representation shall mean:

- i. Three (3) nominations from the Mayor shall come from the geographical area south of Arsenal Street and extending to the City boundaries to the east, west, and south; and
- ii. Three (3) nominations from the Mayor shall come from the geographical area north of Page Boulevard at the western City limit east to Martin Luther King Drive, continuing north of Martin Luther King Drive to the eastern City limit, and extending to the northern City boundaries; and
- iii. Three (3) nominations from the Mayor shall come from the geographical area between Arsenal Street to the south and Page Boulevard and Martin Luther King Drive to the north as described in section (b), extending to the east and west City boundaries.

- D. Confirmation: Within twenty-one (21) days of the Mayor's nomination, the Board of Aldermen committee that is ordinarily charged with hearing bills and issues related to intergovernmental affairs shall hold public hearings with public testimony concerning the nominees and the full Board of Aldermen shall vote on whether to confirm the nominees. If a majority of the members of the Board of Aldermen vote to confirm a nominee, the nominee shall be appointed as a Charter Commission member. In the event an individual is not confirmed by a majority of the Board of Aldermen, the Mayor shall deliver to the Board of Aldermen a new nominee from the pool of applicants recommended by members of the Board of Aldermen for the Charter Commission within four (4) days of the Board of Aldermen voting not to confirm the prior nominee
- E. Alternative Selection Mechanism: If, by August 7, 2023 and every 10 years thereafter there are any remaining open positions on the Charter Commission, any open positions on the Charter Commission shall be filled by random selection according to the following process. At a public meeting of the Board of Aldermen committee that is ordinarily charged with hearing bills and issues related to intergovernmental affairs, the names of all remaining candidates recommended to the Mayor by members of the Board of Aldermen, and neither appointed nor rejected by the Board of Aldermen, shall be placed into a container, and names shall be drawn by the Chair of the committee to fill open positions until all open positions are filled. This public meeting shall take place immediately so as to have a fully appointed Charter Commission by the required start date of August 15, 2023 and every 10 years thereafter. If there is a vacancy on the Charter Commission resulting from the death, resignation or inability of any member to serve for more than thirty days, the process outlined in this Subsection E shall be followed within thirty (30) days of the Charter Commission notifying the Board of Aldermen of said vacancy.

- F. Initiative Petition Process: Upon the filing with the Board of Election Commissioners in the City of St. Louis of a petition proposing the exercise of the Charter Commission powers hereby granted, signed by registered voters of the City in such number as shall equal five (5) percent of the total vote cast in the City at the last general election for Mayor, and the certification thereof by the Board of Election Commissioners to the Mayor, then, within ten (10) days after the certification, the Mayor shall publish and make available to the public an application to serve on the Charter Commission and follow the process set out in Paragraphs A, B, C, D and E of this subsection.

3. Charter Commission Operating Framework

- A. The appointment of the ten (10) year Charter Commission shall take effect on August 15, and the Charter Commission shall hold its first public meeting no later than September 10. The Charter Commission shall hold public meetings on at least a monthly basis, and shall recommend any Charter amendments to the Board of Election Commissioners within one (1) year of its first public meeting. The Charter Commission shall stand discharged and cease to exist within one (1) year of its first public meeting.
- B. In addition to the voting members of the Charter Commission, described in Subsection 2, the Charter Commission shall include the following six (6) non-voting ex-officio members, who shall not count for the purposes of a quorum, and who shall present information and expertise to the Charter Commission upon request: the Mayor or their designee, the Comptroller or their designee, the President of the Board of Aldermen or their designee, the Director of Personnel or their designee, the City Counselor or their designee, one (1) member from the Labor community to give input on workers' interests and knowledge of public sector employment, and the Chairperson of the Board of Aldermen committee that is ordinarily charged with hearing bills and issues related to intergovernmental affairs. It shall be the responsibility of the City Counselor's Office to ensure that the Charter Commission is adequately staffed and funded.
- C. The Charter Commission's mandate shall be to frame Charter amendments for submission to the qualified voters. In order to fulfill this duty, the Charter Commission shall solicit input from the public and from experts, publish a draft set of proposed Charter amendments not more than 10 months into its term, and hold at least one (1) public hearing before and after the publication of the draft proposed Charter amendments. The draft of proposed Charter amendments shall be made publicly available no less than two (2) weeks prior to the required public hearing.
- D. Each voting member of the Charter Commission shall receive a stipend, if requested, for each meeting they attend to provide for child care, transit, and/or parking vouchers. These stipends shall be vetted by the City Counselor's Office to insure allocations are proportionate to need, and paid out of the City Counselor budget.
- E. The Charter Commission shall select officers and make other decisions as necessary subject to a majority vote of the voting members of the Commission. In order to submit any new Charter, Charter provision, or amendment to a Charter provision to the Board of Elections Commissioners, it must receive the affirmative vote of two-thirds ($\frac{2}{3}$) of all voting members of the Charter Commission.
- F. All meetings of the Charter Commission shall be open, public meetings when a quorum is present, and shall follow the Transparency in Government Law (City of St. Louis Ordinance 69707, April 15, 2014) requirements for Public Meetings.

- 4. Any Charter or amendments framed by the Commission shall take effect on the day fixed therein if approved

by vote of three-fifths (3/5) of the City's qualified voters voting thereon at a general election held on a day fixed by the Commission not less than sixty (60) days nor more than one (1) year after the completion of the Charter or amendments.

5. The provisions of the Missouri Constitution for framing and adopting a City Charter shall apply.

Article VI - REFERENDUM

Section 1 - When to be exercised.

The people shall have power, at their option, to approve or reject at the polls any ordinance (except it be an emergency measure as defined in ~~[s]~~Section 20 of ~~[a]~~Article IV), such power being known as the referendum and to be invoked and exercised as herein provided.

Section 2 - Petition required; reconsideration of ordinance; submission to voters.

If within thirty days after the approval by the ~~[m]~~Mayor of any ordinance (not an emergency measure) or its adoption over ~~[his]~~*the Mayor's* veto, there is filed with the ~~[b]~~Board of ~~[e]~~Election ~~[e]~~Commissioners a petition purporting to be signed by registered voters equal in number to two (2) percent of all registered voters of the ~~[e]~~City at the time of the last preceding regular mayoralty election, requesting that said ordinance be reconsidered and rejected or referred, then said ~~[b]~~Board shall certify that fact to the ~~[r]~~Register and said ordinance shall not take effect except as hereinafter provided. Within ten (10) days after such filing the said ~~[b]~~Board shall find and certify the number of registered voters signing said petition and what percentage said number equals the~~[equals of the]~~ entire number of said registered voters at the time of said election. If the percentage so found is less than the two (2) percent aforesaid, said ~~[b]~~Board shall certify that fact to the ~~[r]~~Register, the said petition shall not be supplemented, and said ordinance shall take effect. If the percentage so found is not less than two (2) percent but is less than seven (7) percent of all said registered voters at the time of said election, then within thirty days after the certification of such finding there may be filed with said ~~[b]~~Board a supplemental petition, shown, by the affidavits appended thereto, to be signed by registered voters to a number which, with the number of registered voters who signed the original petition, equals in number said seven (7) per cent. If such a supplemental~~[such supplemental]~~ petition is filed, said ~~[b]~~Board shall within ten (10) days thereafter find and certify the number of registered voters signing the same~~[signing same]~~ and whether such signers, added to registered voters who signed the original petition, equal in number said seven (7) per cent. If it finds that the aggregate number of such signers does not equal said seven (7) per cent, or if the committee of the petitioners make the statement in writing as hereinafter mentioned, said ~~[b]~~Board shall certify the fact to the ~~[r]~~Register, no further supplementing shall be permitted, and said ordinance shall take effect. If said ~~[b]~~Board finds the original petition, or the original and supplemental petitions together, to be signed by registered voters equal in number to said seven (7) per cent, it shall, forthwith after either such finding, certify that fact, together with a copy of the petition (omitting the signatures), to the ~~[r]~~Register and to the ~~[b]~~Board of ~~[a]~~Aldermen, and the latter ~~[b]~~Board shall reconsider said ordinance. If on such reconsideration the ~~[b]~~Board of ~~[a]~~Aldermen by a majority vote rejects said ordinance, it shall not take effect. If the ~~[b]~~Board of ~~[a]~~Aldermen fails to finally and wholly reject said ordinance within thirty days after such certification to it, then, unless four (4) members of the committee of the petitioners, within fifteen (15) days after said thirty days expire, state in writing to the ~~[e]~~Clerk of the ~~[b]~~Board of ~~[a]~~Aldermen that there is no necessity for submitting said ordinance to the voters, such ~~[e]~~Clerk shall forthwith certify said failure to the ~~[b]~~Board of ~~[e]~~Election ~~[e]~~Commissioners, which shall thereupon make provision for submitting such ordinance, in such form as it then shall be, to the voters; provided, that the final percentage of signers required to compel submission to the voters of an ordinance amending or repealing an ordinance adopted at the polls under the initiative shall be three (3) percent instead of seven (7) per cent, as required in case of other ordinances. Such

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submission shall be at the first election at which it may lawfully be had, not less than thirty days after the last mentioned certification, and if there is no such election within ninety **(90)** days after such certification, and the original petition or the original and supplemental petitions together shall be signed by registered voters equal in number to twelve **(12)** percent of all the registered voters of the **[e]City** at the time of the aforesaid mayoralty election, or if the **[b]Board of [a]Aldermen** shall by resolution so request, such submission shall be at a special election to be held within such ninety **(90)** days if legally possible, otherwise at the earliest day on which such submission may be had at either a general or special election. If the majority of the votes cast thereon at the election shall be for such ordinance, it shall take effect within ten **(10)** days after such election.

Section 3 - Procedure employed in recall to be followed.

The provisions of **[s]Section 5 of [a]Article V**, concerning the ballots and manner of voting, the duties of the **[b]Board of [e]Election [e]Commissioners** and the **[r]Register**, and the publishing of ordinances and printing of copies thereof, shall govern like matters under this **[a]Article**.

Section 4 - How petition executed.

The signatures need not all be appended to one **(1)** paper, but all papers comprising any original or supplemental petition under this **[a]Article** shall be uniform in character and shall each set forth the ordinance in full and contain the request mentioned in Section 2, and designate by names and addresses five **(5)** persons as the committee of the petitioners, and each such paper shall be verified by an affidavit stating the number of signatures thereto and that each signature was made in affiant's presence by, as affiant verily believes, the person whose name it purports to be; and all papers comprising an original or supplemental petition shall be assembled by the petitioners and filed with the **[b]Board of [e]Election [e]Commissioners** as one **(1)** instrument. Each signer shall state opposite **[his]the signer's** signature **[his]the signer's** residence address. Any person shall be deemed a registered voter within the meaning of this **[a]Article** whose name *can be found on the Board of Election's registered voters list. [is uncerased on the registration books.]*

Section 5 - What ordinance to prevail where conflict occurs.

If the provisions of two **(2)** or more initiated or referred ordinances adopted or approved at the same election conflict, the one **(1)** receiving the highest affirmative vote shall prevail in so far as such provisions conflict.

Section 6 - Filing and publication of statements relating to initiative or recall propositions.

Any person may present to the **[e]City [e]Counselor** at least twenty **(20)** days prior to any election a written statement, not exceeding one thousand **(1,000)** words, concerning any ordinance or recall proposition to be voted on at such election. The **[e]City [e]Counselor** shall at least ten **(10)** days before such election prepare and cause to be published in the paper or papers doing the city publishing a fair summary of all such statements.

Article VII - MAYOR

Section 1 - Powers and duties; compensation.

The [m]Mayor shall be the chief executive officer of the [e]City and, except as by law or in this [e]Charter otherwise provided, have and exercise all the executive power of the [e]City. [He]The Mayor shall exercise a general supervision over all the executive affairs of the [e]City and see that each officer and employee performs [his]the officer or employee's duty and that all laws, ordinances, and [e]Charter provisions are enforced within the [e]City. [His]The Mayor's salary shall be ~~twenty-five thousand dollars (\$25,000) per annum~~ set by the provisions of the compensation ordinance. All process against the [e]City shall be served upon [him]the Mayor. [He]The Mayor shall appoint and may remove all nonelective officers and all employees, except as otherwise in this [e]Charter provided, but shall not remove any office, department or division head appointed by [him]the Mayor, except for cause. [He]The Mayor shall execute all deeds and conditional bonds made in the name of the [e]City and see that all contracts with the [e]City are performed and that all legal proceedings necessary to enforce or protect the rights or interest of the [e]City are brought and diligently prosecuted. [He]The Mayor shall have a seat and a voice and may introduce ordinances, but not vote, in the [b]Board of [a]Aldermen, and shall make recommendations and give information to said [b]Board as to [e]City affairs. [He]The Mayor may remit, with or without condition, fines, costs, forfeitures and penalties imposed for violation of any ordinance or [e]Charter provision, and shall annually make a report thereof to the [b]Board of [a]Aldermen. [He]The Mayor may examine the affairs and conduct of any department, board or office and require all officers to exhibit their accounts and papers and make reports to [him]the Mayor. [He]The Mayor shall annually appoint a [e]Certified [p]Public [a]Accountant to thoroughly audit all books, accounts and records relating to the fiscal affairs of the [e]City and report the result to [him]the Mayor. A copy of said report shall be filed with the [r]Register.

The [m]Mayor shall devote [his]the Mayor's entire time to the duties of [his]the office.

Section 2 - Qualifications.

No person shall become [m]Mayor unless [he]such person be at least thirty (30) years of age, and shall have been, next before [his]their election, both a citizen of the United States and a resident of the [e]City for five (5) years and an assessed taxpayer of the [e]City for two (2) years, nor shall any person be elected to such office if [he]such person shall have been convicted of malfeasance in office, bribery or other corrupt practice or crime. If the [m]Mayor be so convicted or become a nonresident of the [e]City, [he]the Mayor shall thereby forfeit [his]the office.

Section 3 - Devolution of duties in event of disability or absence.

During the [m]Mayor's temporary disability or absence from the [e]City [his]the Mayor's powers and duties shall devolve upon the [p]President of the [b]Board of [a]Aldermen, or, if said [p]President be also absent or disabled, upon the [v]Vice-[p]President of said [b]Board.

Section 4 - Removal from office.

The [m]Mayor may be removed from office by the [b]Board of [a]Aldermen for crime or misdemeanor in office, for grave misconduct showing unfitness for public duty, or for permanent disability, three-fourths (¾) of all the

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members of said [b]Board voting for such removal. The proceedings for such removal shall be upon specific charges in writing, which, with a notice stating the time and place of the hearing, shall be served on the [m]Mayor or published ~~[at least three times in a daily newspaper]~~ by a method that is consistent with best governmental practices, which shall include electronic means including the City's website. The hearing shall be public, and the [m]Mayor shall have the right to appear and defend in person and by counsel, and have process of the [b]Board to compel the attendance of witnesses in ~~[his]~~ the Mayor's behalf. Such vote shall be determined by yeas and nays and the names of the members voting for or against such removal shall be entered on the journal.

Section 5 By whom vacancy in office filled.

Whenever a vacancy occurs in the office of [m]Mayor, the [p]President of the [b]Board of [a]Aldermen shall become [m]Mayor, and shall hold such office until a successor is elected and qualifies. Such election, if for an unexpired term, shall be at the first general [e]City or [s]State election held fifty days or more after such vacancy occurs. While so holding the office of [m]Mayor a temporary vacancy shall exist in the office of the [p]President of the [b]Board of [a]Aldermen. The [v]Vice-[p]President of the [b]Board of [a]Aldermen shall hold the office of [p]President of said [b]Board during any vacancy therein with the right of succession to the office of [m]Mayor.

Article VIII - CITY OFFICERS AND EMPLOYEES

Section 1 - Appointments to be made by [m]Mayor; tenure.

The [m]Mayor shall appoint the following officers at ~~[his]~~ the Mayor's convenience, to hold for the term for which ~~[he]~~ the Mayor was elected and until their successors qualify: [a]Assessor, [s]Supply [e]Commissioner, [r]Register, [e]City [e]Counselor, ~~[city marshal,]~~ [e]City [e]Court judges, [e]Clerk of [e]City [e]Courts, [p]President of the [b]Board of [p]Public [s]Service, [d]Director of [p]Public [u]Utilities, [d]Director of [s]Streets, [d]Director of Human Services ~~[welfare]~~, [d]Director of [p]Parks, [r]Recreation and [f]Forestry, [d]Director of [h]Health ~~[and hospitals]~~ and [d]Director of [p]Public [s]Safety.

Section 2 - Residence requirement. [Repealed]

~~[In addition to other qualifications required by this charter, except as provided hereinbelow, all officers and employees (in non-temporary, full-time positions) must reside in the City of St. Louis on or before 120 days have elapsed after appointment or, if the officer or employee serves in a working test period as provided by Civil Service Rule, then 120 days after the end of an initial working test period, not to exceed one year, and all employees and officers must maintain residence within the City of St. Louis during the entire tenure of their employment or of their appointment as an officer after said 120-day period and failing or ceasing so to reside, shall forfeit their office or employment. A waiver to the above residence requirements may be granted to an individual officer or employee, other than a Director or person who acts as a Director of a City Department, on an annual basis by the Civil Service Commission when said officer or employee occupies a position requiring a very high degree of specialized education or skill and when qualified candidates who are willing to fill said position and reside within the City of St. Louis are not reasonably available. The Civil Service Commission shall report annually in writing to the Board of Aldermen on all waivers granted in the preceding year with written explanations for each waiver that was granted.]~~

Section 3 - Oath of office.

Every officer, and every employee holding a position upon an annual salary, shall, before entering upon ~~his~~the officer's or employee's duties and within such time as may be provided by ordinance, take and subscribe, and file with the ~~r~~Register, an oath or affirmation that ~~he~~the officer or employee has all the qualifications and is not subject to any of the disqualifications named in this ~~a~~Article for the office or employment ~~he~~the officer or employee is about to assume; that ~~he~~the officer or employee will support the ~~e~~Constitution of the United States and of this ~~s~~State and the ~~e~~Charter and ordinances of the ~~e~~City; that ~~he~~the officer or employee will be influenced only by the consideration of fitness in the appointment, promotion, demotion, suspension or discharge of officers or employees; that ~~he~~the officer or employee will not expend nor authorize the expenditure of money otherwise than for adequate consideration and efficient service to the ~~e~~City; and will faithfully discharge the duties of ~~his~~the office or employment.

Section 4 - When official bond required; payment of premiums; failure to qualify.

The ~~b~~Board of ~~a~~Aldermen shall determine by ordinance whether and when any officer or employee shall give a bond and the amount and character thereof, subject to the provisions of ~~e~~Charter. Premiums on all bonds of officers and employees shall be paid by the ~~e~~City, subject to such regulations as may be provided by ordinance. If any person elected or appointed to an office shall fail to take, subscribe and file an oath or affirmation as aforesaid, or to give bond as required by this ~~e~~Charter or by law or ordinance, ~~he~~such person shall forfeit ~~his~~the right to the office or employment.

Section 5 - Liability of department heads for subordinates.

Each head of a department, office or division shall be responsible for the acts or omissions of officers and employees ~~they~~ appointed~~by him~~, and may require bonds or other securities from them to secure ~~the position~~himself.

Section 6 - Vacancies in elective offices.

Any vacancy in any elective office, except in the ~~b~~Board of ~~a~~Aldermen, shall be filled by appointment by the ~~m~~Mayor until a successor is elected and qualifies. Such election, if for an unexpired term, shall be at the first general ~~e~~City or ~~s~~State election held fifty (50) days or more after such vacancy occurs.

Section 7 - Salaries and fees generally.

The ~~b~~Board of ~~a~~Aldermen shall by ordinance fix or provide for the fixing of salaries or compensation of officers and employees, jurors and witnesses, subject to the provisions of this ~~e~~Charter. Payment for services of specialists or experts under ~~a~~Article XIII, ~~s~~Section 8, may be made either with or without an ordinance fixing the compensation for such services. All salaries or compensation under the classified service shall be uniform for like service. No salary in the unclassified service of the ~~e~~City shall be changed during the term for which the recipient was elected or appointed. No ~~e~~City officer shall retain any fees received by virtue of ~~his~~the office, but all fees shall belong to the ~~e~~City and be paid into the ~~e~~City treasury daily, unless some other time is provided by this

Section 8 - Payment of salaries; maximum established; additional compensation or employment; interest in [e]City contracts; political activity.

Notwithstanding any Charter provision to the contrary, all salaries shall be paid at least monthly. Salaries fixed in this Charter at a certain sum shall be construed to mean not less than such sum. All salaries for positions in the [e]City service shall be established as provided in Article XVIII of this Charter. No officer or employee shall receive any additional compensation for serving in any other capacity under the [e]City while in such office or employment; nor hold any office or employment under the [s]State or United States except in the militia or as a notary public or as a teacher in a public educational institution. A teacher in a public educational institution may hold employment with the [e]City. No officer or employee shall have a personal interest, directly or indirectly, in a contract with the [e]City; and no elective officer shall be a member of the general [e]City committee of any political party. Any person guilty of any willful violation of this Section shall thereby forfeit their[his] office or employment.

Section 9 - Suspension and removal from office.

Any elective officer (except a member of the [b]Board of [a]Aldermen), and any officer appointed by the [m]Mayor to fill any elective office, may be suspended by the [m]Mayor and removed by the [b]Board of [a]Aldermen for cause, three-fourths (3/4) of all the members of said [b]Board voting for such removal. Immediately upon any such suspension the [m]Mayor shall notify the [b]Board of [a]Aldermen of same and within ten (10) days shall file with the [b]Board charges in writing against such suspended officer, which with a notice of the time and place of the hearing, shall be served on such officer or published [~~at least three times in a daily newspaper~~]by a method that is consistent with best governmental practices, which shall include electronic means including the City's website. The hearing shall be public, and such officer shall have the right to appear and defend in person or by counsel, and have process of the [b]Board to compel the attendance of witnesses in [~~his~~]the officer's behalf. If the [b]Board be not in session, the [m]Mayor shall immediately call a special session to convene in not less than three (3) nor more than ten (10) days thereafter. If, upon a hearing, such officer be not removed, [~~he~~]such officer shall be immediately reinstated in his office. The vote on such question shall be determined by yeas and nays, and the names of the members voting for or against such removal shall be entered on the journal. The [e]Clerk of the [b]Board shall forthwith certify the action of the [b]Board to the [m]Mayor. The [m]Mayor may appoint some suitable person to temporarily fill[fill temporarily] such office during the period of any such suspension.

Section 10 - Reports by executive boards and heads of departments.

Each executive board and the head of each department or office (except those under the [b]Board of [p]Public [s]Service, who shall report to said [b]Board) shall at least annually on a day or days fixed by ordinance make a full report to the [m]Mayor of the transactions of such board, department or office for the year and shall furnish to the [b]Board of [a]Aldermen or [m]Mayor at any time such information as either may require.

Section 11 - Mayor to determine questions as to division of officers' powers.

All questions between officers as to their relative powers and duties shall be determined by the [m]Mayor

except as in this [e]C[harter] otherwise provided.

Section 12 - Devotion of entire times to duties.

All [e]C[ity] officers and employees except [~~the mayor,~~] members of the [b]B[oard] of [a]A[ldermen], [~~members of the Mullanphy Board, efficiency board, complaint board, city plan~~ c]P[lanning] C[ommission], [b]B[oard] of [e]E[ngineers], [b]B[oard] of [e]E[xaminers] of [p]P[lumbers], [~~board of children's guardians,~~] the [b]B[oard] in charge of the zoological park, and such others as may be excepted by ordinance, shall devote such officer's or employee's [~~their~~] entire time to the duties of]~~their~~[such officer's or employee's office.

Article IX - REGISTER

Section 1 - Powers and duties; bond; compensation.

The [r]R[egister] shall have custody of the [e]C[ity] seal, original rolls of ordinances, contracts, conditional bonds, title deeds, certificates and papers, and all other records, papers and documents not required by this [e]C[harter] or by ordinance to be deposited elsewhere, and register them by numbers, dates and contents, and keep such index thereof as may by ordinance be provided. [He]The Register shall by [~~his~~]the Register's signature and the [e]C[ity] seal, attest all instruments, signed in the name of the [e]C[ity] and all official acts of the [m]M[ayor]; provide, and when required certify, as may be provided by ordinance, [~~under his hand and the city seal,~~]copies of ordinances, records, papers and documents in [~~his~~]the Register's office; cause copies of all ordinances to be printed through the supply division and kept in [~~his~~]the Register's office for distribution; register and preserve in [~~his~~]the Register's office all oaths or affirmations by [e]C[ity] officers or employees; may administer such oaths and affirmations; shall give such bond and appoint such deputies and employees as may be provided by ordinance. Nothing in this Section shall be read to require a manual signature or an embossed seal by the Register for City contracts or other purposes where electronic signatures otherwise satisfy legal requirements, and the Register attests to the contract or other document electronically. [He]The Register shall receive a salary [~~of four thousand dollars per annum~~]set by the provisions of the compensation ordinance.

Section 2 - Attestation and issuance of licenses and forms.

All blank licenses, tickets, receipts, permits, certificates or other blank forms as may be provided by ordinance shall be attested and issued by the [r]R[egister], and delivered and charged to the [e]C[omptroller], who shall countersign and deliver them to the proper officers and take receipts for such blanks [~~therefor~~]. All such blanks not used shall be returned to the [e]C[omptroller], who shall cancel and return them to the [r]R[egister].

Article X - LAW DEPARTMENT

Section 1 - Composition.

The law department shall consist of a [e]C[ity] [e]C[ounselor], [~~five a~~]A[ssociates] and [~~two a~~]A[ssistant] [e]C[ity]

[e]Counselors, and such other associates, assistants and employees as may be provided by ordinance.

Section 2 - Powers and duties of [e]City [e]Counselor; compensation.

The [e]City [e]Counselor shall be the head of the law department; appoint all associates, assistants and employees in [his]such department; shall, through said department, direct the management of all the litigation in which the [e]City is a party, including service in the [e]City [e]Courts; represent the [e]City in all legal matters and proceedings in which the [e]City is a party or interested, or in which any of its officers are officially interested; advise the [b]Board of [a]Aldermen or any committee or member thereof and the [m]Mayor and the heads of all departments and through the [m]Mayor and heads of departments all other officers of the [e]City as to all legal questions affecting the [e]City's interest; and approve as to form all contracts, deeds, bonds and other documents to be signed in the name of or made to or with the [e]City. ~~[He]~~At any time that the City has local control over the Police Department, the City Counselor shall render the [p]Police [d]Department all legal advice and services required by it. ~~[He]~~The City Counselor shall receive a salary ~~[of eight thousand dollars per annum]~~set by the provisions of the compensation ordinance.

Section 3 - Qualifications of [e]City [e]Counselor and appointees.

The [e]City [e]Counselor and [a]Associate and [a]Assistant [e]City [e]Counselors shall be attorneys-at-law entitled to practice in all the courts in the [s]State~~[-for at least three years previous to their appointment]~~.

Article XI - CITY MARSHAL [Repealed]

~~[Section 1—Salary; duties; deputies.~~

~~The city marshal shall receive a salary set by the provisions of the compensation ordinance. of three thousand dollars per annum; execute and return all process, notices and orders of the Mayor, law department, health commissioner and city court judges, and all other process, notices and orders as in this charter or by ordinance may be provided. He shall appoint such deputies and employees as may be provided by ordinance The city marshal and deputy marshals shall be under the supervision of the Police Department unless by ordinance there is established a separate office.~~

~~Section 2—Abolition of office.~~

~~In case the Police Department shall become a department of the city, the marshal's functions shall devolve upon it and be exercised in such manner as may be provided by ordinance, in which event the office of marshal shall be abolished.]~~

Article XII - CITY COURTS

Section 1 - Judges.

There shall be two (2) [e]City [e]Court judges, who shall have been for at least five (5) years licensed attorneys, one (1) to be known as [j]Judge of [e]City [e]Court one (1), and the other as [j]Judge of [e]City [e]Court two (2), each of whom shall receive a salary ~~[of three thousand dollars per annum]~~ set by the provisions of the compensation ordinance.

Section 2 - Powers of [b]Board of [a]Aldermen; substitute judges; places of holding court.

The [b]Board of [a]Aldermen may by ordinance adopted by the vote of two-thirds (2/3) of all the members increase the number of [e]City [e]Courts and judges. It may, by ordinance, divide the [e]City into judicial districts and regulate the jurisdiction thereof, and may from time to time alter the same. Whenever any such [j]Judge is absent or unable to hold court, the [m]Mayor shall appoint an eligible person to act during such absence or inability, who shall receive such compensation as may be provided by ordinance. Such [e]Courts shall be held in places provided for by ordinance, and, in the absence of such ordinance provision, in such places as the [m]Mayor may direct.

Section 3 - Jurisdiction.

The [e]City [e]Courts shall have jurisdiction of all cases arising under this [e]Charter or any ordinance, subject to appeal by the [e]City or the defendant to the St. Louis [e]Court of [e]Criminal [e]Correction in like manner as provided by law for appeals from justices of the peace in criminal cases to their appellate courts; may punish contempts of court by fine not exceeding fifty (\$50.00) dollars or by imprisonment not exceeding ten (10) days, or both; enforce its orders and judgments as a court of record may, and render final judgment on any forfeited bond or recognizance returnable to such court, subject to an appeal, as in other cases.

Section 4 - Clerk.

There shall be one (1) [e]Clerk for all the [e]City [e]Courts, who shall receive a salary ~~[of twenty-four hundred dollars per annum]~~ set by the provisions of the compensation ordinance, and appoint such deputies and employees as may be provided by ordinance.

Article XIII - BOARD OF PUBLIC SERVICE

Section 1 - Creation and composition.

There shall be a [b]Board of [p]Public [s]Service, consisting of the [p]President of said [b]Board, and six (6) directors, who shall be known as [d]Director of [p]Public [u]Utilities, [d]Director of [s]Streets, [d]Director of Human Services~~[welfare]~~, [d]Director of [p]Parks, [r]Recreation and [f]Forestry, [d]Director of [h]Health~~[and hospitals]~~ and [d]Director of [p]Public [s]Safety. They shall be the heads of and exercise supervision over their respective departments hereby created, as follows: [d]Department of the [p]President, [d]Department of [p]Public [u]Utilities, [d]Department of [s]Streets, [d]Department of Human Services~~[welfare]~~, [d]Department of [p]Parks, [r]Recreation and [f]Forestry, [d]Department of [h]Health~~[and hospitals]~~, and [d]Department of [p]Public [s]Safety.

Section 2 - Qualifications of certain members.

The [p]President of the [b]Board and the [d]Directors of [p]Public [u]Utilities and of [s]Streets~~[-and sewers]~~ shall be ~~[engineers of technical training, of]~~ a degreed engineer from an accredited university, a licensed Professional Engineer in the State of Missouri as required by Chapter 327, R.S.Mo., with at least ten (10) years' experience, and qualified to design as well as to direct engineering work.

Section 3 - Designation of deputies.

Any member of the [b]Board of [p]Public [s]Service may designate any officer in any department under said [b]Board to act as ~~[his]~~such member's deputy, but such deputy shall have no vote on the [b]Board.

Section 4 - Meetings; quorum; proceedings.

The [b]Board of [p]Public [s]Service shall meet at least once each week, unless a meeting is postponed by the President of the Board due to holiday or lack of quorum. ~~[-at its office.]~~ The [p]President of the [b]Board shall preside at its meetings. A majority of said [b]Board shall constitute a quorum for the transaction of business.~~[-but no final action shall be taken in any matter concerning the department of any absent member unless such matter has been made the special order of the day-]~~ Said [b]Board shall furnish through its [p]President to the [m]Mayor and the [b]Board of [a]Aldermen such data and information as may be required, or which it may from time to time deem necessary; prescribe rules and regulations necessary and proper to carry out its functions; appoint a secretary and such other employees as may be provided by ordinance; post an agenda giving notice of matters to be considered in meetings and keep a record of its proceedings which shall be open to the public. Final action on any matter shall be taken by yeas and nays and entered on its record. ~~[An abstract of its proceedings shall be published in the paper or papers doing the city publishing.]~~

Section 5 - Powers and duties.

The [b]Board of [p]Public [s]Service shall have power:

- (a) *Supervision of departments.* To exercise supervision and control over the aforesaid departments and the heads thereof.
- (b) *Permits for use of public places.* To grant permits to occupy or use portions of any public grounds, highways, streets, alleys or other public places, consistent with the public use thereof and not inconsistent with any law or general ordinance, including permits for switch connections, and any such permit may be revoked by said [b]Board at will; but this power shall never be deemed to vest in said [b]Board the right to grant franchises.
- (c) *Permits for private businesses.* To grant permits, according to such general rules and regulations as may be provided by general ordinance, in relation to any private business required by ordinance to have a permit as a condition of or in connection with its conduct or operation.
- (d) *Grants and dedications of property.* To accept or reject grants or dedications, absolute or conditional, of highways, streets, boulevards, parkways, alleys or other property for any public use. No plat of any addition

or subdivision, or any plat or map attached to any deed, shall be filed or recorded in the recorder's office unless the same shall first be approved by the [b]Board as to public highways, streets, boulevards, parkways, alleys or other public places represented thereon, and the grades thereof, except plats accompanying judgment or orders of court in partition and other suits where such plats form a part of such proceedings.

- (e) *Establishment of grades.* To establish the grades of the center line of all public highways, streets, boulevards, parkways and alleys. Upon demand of the owner of the property abutting on any public highway, street, boulevard, parkway or alley, the [b]Board shall determine the grade of the line of said public highway, street, boulevard, parkway or alley forming the boundary line of such property.
- (f) *City engineering, construction and reconstruction.* To control and conduct any and all engineering, construction and reconstruction work undertaken by the [e]City and to supervise all such work in which the [e]City is interested. All plans and specifications for such work shall be prepared under the direction of the [b]Board and be subject to its approval.
- (g) *Additional powers and duties.* To make such recommendations, exercise such powers and perform such duties as may be required of it by this [e]Charter or by ordinance.

Section 6 - Organization of departmental divisions.

Said departments shall have divisions as herein established. The head of each department shall appoint all heads of divisions in [his]their department and any officers and employees in [his]the department not assigned to a division. The head of each division shall manage [his]the division and appoint all officers and employees therein.

Section 7 - Departmental relations; distribution of powers and duties.

All departments under the [b]Board of [p]Public [s]Service shall cooperate, and the employees or assistants in any one [1] department or division may, under the order of the [b]Board, be temporarily utilized by any other department or division. All questions as to the distribution of powers or duties between such departments shall be determined by the [b]Board.

Section 8 - Employment of specialists.

The [b]Board may at any time, with the approval of the [b]Board of [e]Estimate and [a]Apportionment, appoint specialists or experts in connection with any public work or improvement for which an appropriation has been made and pay for their services out of such appropriation.

Section 9 - Department of the [p]President.

The [d]Department of the [p]President shall have charge and supervision of all public work and improvements undertaken by the [e]City or in which the [e]City is interested and prepare all plans and specifications ***for such work and improvements***~~therefor~~, except where supervision work or preparation is herein or by the [b]Board of [p]Public [s]Service otherwise assigned or provided.

Section 10 - Department of [p]Public [u]Utilities—Powers and duties.

The [d]Department of [p]Public [u]Utilities shall have general supervision over the maintenance, equipment, operation and service, and the assessment of rates and charges, of all public utilities owned or operated by the [e]City. It shall execute or cause to be executed all ordinances regulating the construction, reconstruction, extension, maintenance, equipment, operation, service or rates of public utilities operating under franchises, licenses or permits, or compelling extensions of facilities for such service. The [d]Director of said [d]Department shall make investigations and reports in relation to any of the foregoing matters as may be provided by ordinance or required by the [b]Board of [p]Public [s]Service, and in connection therewith shall have power to subpoena witnesses and order the production of documents ~~[books and papers]~~ relating thereto. ~~[He shall have charge of the supervision of city lighting and of the municipal electric lighting plants and electrical equipment in city buildings.]~~

Section 11 - Department of [p]Public [u]Utilities—Water Division.

There shall be a [w]Water [d]Division in this [d]Department and the head thereof shall be known as the [w]Water [e]Commissioner. It shall have under its special charge the operation and maintenance of the waterworks and of all facilities for the acquisition and distribution of water. It shall assess water rates as may be provided by ordinance and make out the bills for such ~~[therefor]~~ and deliver the same to the [e]Comptroller, who shall deliver them to the [e]Collector, take ~~[his]~~a receipt~~[therefor]~~, and charge them therewith on the [e]Comptroller's books. As long as any of the "St. Louis Water Bonds" or renewals thereof or bonds issued on the special credit of the waterworks or facilities remain unpaid the water rates shall be fixed at prices that will produce revenue sufficient at least to pay the running expenses of the [w]Water [d]Division and the interest on all such bonds and renewals.

Section 12 - Accounts of [e]City-owned utilities to be segregated.

The accounts of all public utilities owned and operated by the [e]City and dependent for their revenues upon the sale of their products or services shall be kept separate and distinct from all other accounts of the [e]City, and shall contain proportionate charges for all services performed for such utilities by other departments, as well as proportionate credits for all services rendered.

Section 13 - Department of [s]Streets/[d]Department of [t]T^ransportation

The [d]Department of [s]Streets shall have charge of the repairing, cleaning and maintenance of all public highways, streets, boulevards, alleys, bridges, wharves and levees; the sprinkling of streets and the collection and disposal of garbage,~~[-ashes]~~ and refuse; and except as otherwise provided by law or ordinance shall have charge of the enforcement and execution of all ordinances relating to any of the matters referred to in this section or to the harbor. When, effective July 1, 2029, the [d]Department of [s]Streets shall be known as and shall become the [d]Department of [t]T^ransportation, the [d]Department of [t]T^ransportation shall, notwithstanding anything in Section 5 of this Article to the contrary and as may be prescribed by ordinance, have charge of: the planning for safe travel by persons throughout the City by automobile, bicycle, and other modes of transportation, including without limitation pedestrian facilities, bikeways, non-motorized trails (except those that are maintained and operated under the authority or by agreement with the department of parks, recreation and forestry or any other public or private entity), and for conducting and coordinating transportation planning and improvements, including with public transit authorities; the engineering and design of City transportation public works; the repair, cleaning, and maintenance of City streets, alleys, sidewalks, bicycle lanes, bridges, wharves, and levees and the receiving and processing of citizen service complaints regarding the same; the installation, repair, and replacement of traffic lights, street lights, and

street signs; the installation, operation, maintenance, and repair of any City-owned modes of public transit; the regulation and coordination of shared micromobility programs by other public and private entities; the planning, design, construction, maintenance, and operation of programs and public improvements related to enhancing and improving the safety of all users of the right of way, including pedestrians, bicyclists and motor vehicle operators; the collection and disposal of garbage, recycling, and refuse; and, except as otherwise provided by law or ordinance, have the responsibility to enforce and execute all ordinances relating to any of the matters referred to in this section or to the harbor.

Section 14-A - Department of ~~[welfare]~~Human Services.

The ~~[d]~~Department of Human Services~~[welfare]~~ shall be in the charge of a ~~[d]~~Director of Human Services~~[welfare]~~ appointed by the ~~[m]~~Mayor. The ~~[d]~~Department shall include a ~~[d]~~Division of ~~[children's]~~Homeless Services~~[-and a Division of adult services]~~.

- (a) Director—Qualifications—Duties. The ~~[d]~~Director of Human Services~~[welfare]~~ shall be chosen on the basis of administrative ability and demonstrated interest in social welfare problems. ~~[He]~~The Director shall be responsible for the supervision and coordination of all activities of the ~~[d]~~Department of Human Services~~[welfare]~~,~~[-including provision for such legal aid and representation in court for indigents]~~ as ~~[may be]~~ authorized by ordinance.

~~[Division of children's services. The Division of children's services shall be in the charge of a commissioner of children's services appointed by the Director of welfare. The commissioner shall be responsible for operating and maintaining institutions for the care and maintenance of dependent children and the emergency care of delinquent children; for taking charge of and caring for children committed to the city by the courts; for placing children in institutions or foster homes; and for administering such other welfare services, including services to children in their own homes, as may be provided by law or ordinance.]~~

~~Division of adult services. The division of adult services shall be in the charge of a commissioner of adult services appointed by the Director of welfare. The commissioner shall be responsible for operating and maintaining detentive, penal, and corrective institutions; for investigating parole applications and making recommendations relative thereto; for exercising supervision in parole and probation cases; and for administering such other welfare services as may be provided by law or ordinance.~~

~~Board of children's welfare services. There shall be a board of children's welfare services consisting of seven members appointed by the Mayor for terms of four years, except that of the members first appointed one shall be appointed for a term of one year, two for terms of two years, and two for terms of three years. All appointed members shall be chosen on the basis of demonstrated interest in the welfare of children. The board shall assist the Director of welfare in establishing the policies under which the division of children's services shall operate, and shall advise the director on other matters pertaining to the welfare of children.~~

~~Board of adult welfare services. There shall be a board of adult welfare services of seven members appointed by the Mayor for terms of four years, except that of the members first appointed one shall be appointed for a term of one year, two for terms of two years, and two for terms of three years. All members shall be chosen on the basis of demonstrated interest in the welfare of adults. The board shall advise the director of welfare on matters pertaining to welfare programs of adults, and shall designate three of its members to serve as a parole committee. Said committee shall grant paroles, consistent with the provisions of any law or ordinance.~~

~~Mullanphy fund. The Bryan Mullanphy emigrant and travelers' relief fund shall be administered in~~

~~such manner as shall be provided by ordinance enacted upon recommendation of the Mayor.]~~

Section 14-B - ~~[d]Department of [p]Parks, [r]Recreation and [f]Forestry.~~

The ~~[d]Department of [p]Parks, [r]Recreation and [f]Forestry~~ shall be in the charge of a ~~[d]Director of [p]Parks, [r]Recreation and [f]Forestry~~ appointed by the ~~[m]Mayor~~. The ~~[d]Department~~ shall include a ~~[d]Division of [p]Parks, [d]Division of [r]Recreation and a [d]Division of [f]Forestry.~~

- (a) *Director—Qualifications—Duties.* The ~~[d]Director of [p]Parks, [r]Recreation and [f]Forestry~~ shall be chosen on the basis of administrative ability and demonstrated interest in park and recreational problems. ~~[He]The Director~~ shall be responsible for the supervision and coordination of all activities of the ~~[d]Department of [p]Parks, [r]Recreation and [f]Forestry.~~ ~~[He]The Director~~ also shall grant all permits to occupy or use portions of any park, park area, historic site, playground, swimming pool, garden, or other area owned or used by the ~~[e]City~~ for recreational purposes, and facilities in connection therewith, except highways, streets, or park drives therein, which such occupancy or use is consistent with the public use thereof and is not inconsistent with any law or general ordinance, and any such permit may be revoked by the ~~[d]Director~~ at any time.
- (b) *Division of [p]Parks.* The ~~[d]Division of [p]Parks~~ shall be in the charge of the ~~[e]Commissioner of [p]Parks~~ appointed by the ~~[d]Director of [p]Parks, [r]Recreation and [f]Forestry.~~ The ~~[e]Commissioner~~ shall be responsible for developing, managing, operating, and maintaining parks, park areas, historic sites, playgrounds, swimming pools, gardens, and other areas owned or used by the ~~[e]City~~ for recreational purposes, and facilities in connection therewith; for operating and maintaining the ~~[e]City's~~ greenhouses and nurseries.
- (c) *Division of [r]Recreation.* The ~~[d]Division of [r]Recreation~~ shall be in the charge of a ~~[e]Commissioner of [r]Recreation~~ appointed by the ~~[p]Parks, [r]Recreation and [f]Forestry.~~ The ~~[e]Commissioner~~ shall be responsible for the development and administration of the ~~[e]City's~~ public recreational program and for general supervision and control over all other recreational activities in the ~~[e]City~~ parks and recreational areas.
- (d) *Division of [f]Forestry.* The ~~[d]Division of [f]Forestry~~ shall be in the charge of a ~~[e]Commissioner of [f]Forestry~~ appointed by the ~~[d]Director of [p]Parks, [r]Recreation and [f]Forestry.~~ The ~~[e]Commissioner~~ shall be responsible for planting, trimming, and maintaining all ~~[e]City-owned~~ trees along all public highways, streets, boulevards, and parkways; and for maintaining free of weeds all unimproved or unused plots of ground owned by the ~~[e]City.~~

~~[Board of parks and recreation. There shall be a board of parks and recreation of six members appointed by the Mayor for terms of four years, except that of the members first appointed one shall be appointed for a term of one year, one for a term of two years, and one for a term of three years. The board shall advise the Director of Parks, Recreation and Forestry on matters relating to parks and recreation, and shall hear complaints of individuals and groups concerning the use of parks and recreational facilities and make recommendations to the director relative thereto.]~~

Section 14-C Department of ~~[h]Health[-and hospitals].~~

The ~~[d]Department of [h]Health [and hospitals]~~ shall be in charge of a ~~[d]Director of [h]Health [and~~

~~hospitals~~]-appointed by the [m]Mayor. The [d]Department shall include ~~[the following]~~ a Health [d]Division~~[s: (1) health, and (2) hospitals]~~.

- (a) *Director—Qualifications.* The [d]Director of [h]Health ~~[and hospitals]~~ shall be a ~~[regularly licensed practitioner of medicine and surgery and a]~~ graduate of an accredited school of medicine or shall have completed graduate work in an accredited school of public health to the level of a Master's Degree in Public Health or have been certified by the American Board of Preventive Medicine and Public Health. The [d]Director also shall have had at least three (3) years' experience in the practice of medicine or ~~[and]~~ at least three (3) years' experience in public health work, with at least two (2) years of such experience in a responsible administrative capacity.
- (b) *Director—Duties.* The [d]Director of [h]Health ~~[and hospitals]~~ shall be responsible for the supervision and coordination of all activities of the [d]Department of [h]Health ~~[and hospitals]~~.
- (c) *Division of [h]Health.* The [d]Division of [h]Health shall be in the charge of a [h]Health [e]Commissioner appointed by the [d]Director of [h]Health ~~[and hospitals]~~. The [e]Commissioner shall have general supervision over the public health and shall be responsible for the administration of the public health programs. [he]The Health Commissioner shall adopt, with the approval of the [d]Director of [h]Health ~~[and hospitals]~~ and after submission to the [b]Board of [h]Health for its conclusions and recommendations, and consistent with the provisions of this [e]Charter and any law or ordinance, such rules and regulations as will tend to preserve or promote the public health. The [h]Health [e]Commissioner shall see that the laws and ordinances relating to public health are observed and enforced, and for such purpose [he]the Health Commissioner may enter or authorize and require any employee or police officer to enter and inspect any building, lot, or place within the [e]City for conditions affecting the public health, and may declare and abate nuisances as provided by this [e]Charter or by law or ordinance. If [he]the Health Commissioner finds that the existence of a nuisance is plain and its continuance a danger to public health, [he]the Health Commissioner may declare such nuisance and danger and enter such declaration in the records of [his]the Health Commissioner's office. [He]The Health Commissioner shall then immediately abate such nuisance without notice. In all other cases, before abating a nuisance on private property, [he]the Health Commissioner shall hold a hearing upon notice given personally to the owner or [his]the owner's agent or by posting on or near the premises, whereupon [he]the Health Commissioner may declare the nuisance and order its abatement. If the nuisance is not abated as ordered, [he]the Health Commissioner shall abate the same. In case of abatement of nuisance on private property, the cost thereof may be assessed and collected as a special tax and be a lien on such property as provided by ordinance. Any person causing or maintaining any nuisance shall be liable to the [e]City in a civil action for the expense incurred in abating such nuisance. Failure to abate a nuisance after an order of abatement shall constitute a misdemeanor, punishable as provided by ordinance.

Whenever any malignant, infectious, or contagious disease is threatened or is prevalent in the [e]City, on proclamation thereof by the [m]Mayor and with the approval of the [m]Mayor and the [d]Director of [h]Health ~~[and hospitals]~~, the [h]Health [e]Commissioner may take such steps, use such measures, and incur such expense as [he]the Health Commissioner deems necessary to avoid, suppress, or mitigate such disease until the [m]Mayor proclaims the need for such measures~~[therefor]~~ ended, notwithstanding anything to the contrary in this [e]Charter or in any ordinance.

The [h]Health Commissioner shall have charge of the quarantine~~[, the dog pound]~~ and animal control~~[, and the registration of all births and deaths within the city]~~.

The [e]Commissioner shall keep a record of [his]the Commissioner's acts and orders and shall file in [his]the Commissioner's office all petitions, documents, and papers belonging thereto. Copies of such

records, petitions, documents, and papers when certified by ~~[him]~~the Commissioner or as provided by ordinance shall be prima facie evidence in any court of the facts therein contained.

- (d) *Board of Health.* There shall be a ~~[b]~~Board of ~~[h]~~Health of ~~thirteen (13)~~five members appointed by the ~~[m]~~Mayor for terms of four ~~(4)~~ years, except that of the members first appointed one ~~(1)~~ shall be appointed for a term of one ~~(1)~~ year, one ~~(1)~~ for a term of two ~~(2)~~ years, and one ~~(1)~~ for a term of three ~~(3)~~ years. The ~~[b]~~Board shall advise the ~~[d]~~Director of ~~[h]~~Health~~[-and hospitals]~~ on matters relating to public health; examine all proposed public health rules and regulations and transmit its conclusions and recommendations to the ~~[d]~~Director; and hear and determine such appeals from decisions, rulings, and orders of the ~~[h]~~Health ~~[e]~~Commissioner as may be provided for by ordinance.

~~[Division of hospitals. The division of hospitals shall be in the charge of a hospital Commissioner appointed by the Director of health and hospitals. The Commissioner shall be responsible for the operation of all hospitals, infirmaries, other institutions for the care of the sick, and nursing schools, except such clinics and medical activities as are carried on as functions of the division of health.]~~

~~Board of hospitals. There shall be a Board of hospitals of eight members appointed by the Mayor for terms of four years, except that of the members first appointed two shall be appointed for terms of one year, two for terms of two years, and two for terms of three years. Three members of the board shall be regularly licensed practitioners of medicine or surgery, of which members two shall be appointed after consultation with the deans of medical schools whose faculties assist in making medical services available at city hospitals, and one shall be appointed after consultation with the St. Louis Medical Society. At least two non-medical members of the board shall have had at least three years' experience as a member of said board or of the governing board of an accredited general hospital. The board of hospitals shall advise the Director of health and hospitals on matters relating to hospitals. The board shall meet not less than six times a year to receive from the hospital Commissioner a report on the activities and problems of his division since the next preceding meeting and such special reports as the board may request.~~

~~Joint meetings of health and hospital boards. The board of health and the board of hospitals shall meet together upon call of the Director of health and hospitals.]~~

Section 15 - Department of ~~[p]~~Public ~~[s]~~Safety.

The ~~[d]~~Department of ~~[p]~~Public ~~[s]~~Safety shall include the following divisions:

- (a) *Division of ~~[p]~~Police.* When the ~~[e]~~City is permitted by law to establish and maintain a ~~[p]~~Police ~~[d]~~Department, such ~~[d]~~Department shall be a ~~[d]~~Division hereunder. The head of said ~~[d]~~Division shall be known as ~~[p]~~Police ~~[e]~~Commissioner. ~~[He]~~The Police Commissioner may be removed, with or without cause, by the ~~[d]~~Director of ~~[p]~~Public ~~[s]~~Safety~~[-or by the governor of the state]~~.
- (b) *Division of ~~[e]~~Excise.* When the ~~[e]~~City is permitted by law to establish and maintain an ~~[e]~~Excise ~~[d]~~Department, such ~~[d]~~Department shall be a ~~[d]~~Division hereunder. The head of said ~~[d]~~Division shall be known as ~~[e]~~Excise ~~[e]~~Commissioner. ~~[He]~~The Excise Commissioner may be removed, with or without cause, by the ~~[d]~~Director of ~~[p]~~Public ~~[s]~~Safety~~[-or by the governor of the state]~~.
- (c) *Division of ~~[f]~~Fire and ~~[f]~~Fire ~~[p]~~Prevention.* There shall be a ~~[d]~~Division of ~~[f]~~Fire and ~~[f]~~Fire ~~[p]~~Prevention which shall manage, control and conduct the ~~[f]~~Fire ~~[d]~~Department, and take all proper steps for fire prevention or suppression. The head of said ~~[d]~~Division shall be known as ~~[e]~~Chief of the ~~[f]~~Fire ~~[d]~~Department. In case of emergency, with the approval of the ~~[d]~~Director of ~~[p]~~Public ~~[s]~~Safety, ~~[he]~~the

Fire Chief may purchase or hire whatever may be required for the emergency, with or without authority or appropriation by ordinance~~[therefor]~~. ~~[He]~~**The Fire Chief** or any assistant in charge at any fire shall have the same police powers at such fire as the **Chief of Police**~~[chief of police]~~, under such regulations as may be prescribed by ordinance. ~~[He]~~**The Fire Chief** may appoint a ~~[f]~~**Fire** ~~[m]~~**Marshal**, whose duty it shall be, subject to the ~~[e]~~**Chief** of the ~~[f]~~**Fire** ~~[d]~~**Department**, to investigate the cause, origin and circumstances of fire and the loss occasioned thereby and assist in the prevention of arson.~~[The chief of the fire department shall have charge of the fire and police telegraph and telephone communication systems.]~~

- (d) ~~[Division of weights and measures. There shall be a division of weights and measures, which shall execute all ordinances regulating or relating to weights and measures or the inspection thereof. The head of said division shall be known as the commissioner of weights and measures.]~~
- (e) *Division of ~~[b]~~**B**uilding and ~~[i]~~**I**nspection.* There shall be a ~~[d]~~**D**ivision of ~~[b]~~**B**uilding and ~~[i]~~**I**nspection. It shall superintend all buildings belonging to or under the control of the ~~[e]~~**C**ity and have charge of the condemnation of unsafe buildings and the prevention of the use of buildings while unsafe, the granting of building permits, the inspection of all buildings in course of construction, the enforcement of all building ordinances, the supervision of all plumbing, ~~[the abatement of the smoke nuisance,]~~ and the inspection of all boilers, elevators and mechanical plants. The head of said ~~[d]~~**D**ivision shall be known as the ~~[b]~~**B**uilding ~~[e]~~**C**ommissioner.
- (f) ~~[Division of adult services. The Division of adult services shall be in the charge of a Commissioner of adult services appointed by the Director of welfare. The Commissioner shall be responsible for operating and maintaining detentive, penal, and corrective institutions; for investigating parole applications and making recommendations relative thereto; for exercising supervision in parole and probation cases; and for administering such other welfare services as may be provided by law or ordinance.]~~

Article XIV - ART MUSEUM AND ZOOLOGICAL PARK

Section 1 - Authorized.

Provisions may be made in accordance with law or ordinance for a City Art Museum and a Zoological Park.

Article XV - DEPARTMENT OF FINANCE

Section 1 - Composition.

The ~~[d]~~**D**epartment of ~~[f]~~**F**inance shall include the ~~[o]~~**O**ffice of the ~~[e]~~**C**omptroller and the ~~[a]~~**A**ssessment, ~~[collection, t]~~**T**reasury and ~~[s]~~**S**upply ~~[d]~~**D**ivisions.

Section 2 - The Comptroller.

The ~~[e]~~**C**omptroller shall have the qualifications and forfeit ~~[his]~~**the** office for the cause provided with regard

to the [m]Mayor; receive a salary [~~of eight thousand dollars per annum~~]set by the provisions of the compensation ordinance; give bond to the [e]City for not less than three hundred thousand dollars (\$300,000.00); and appoint one (1) [d]Deputy [e]Comptroller and such other deputies and employees as may be provided by ordinance. The [e]Comptroller shall be the head of the [d]Department of [f]Finance and exercise [a] general supervision over its divisions, over all the fiscal affairs of the [e]City and over all its property, assets and claims, and the disposition thereof. [He]The Comptroller shall preserve the credit of the [e]City, and for that purpose, or in case of any extraordinary emergency of any kind, [he]the Comptroller may, with the approval of the [b]Board of [e]Estimate and [a]Apportionment, and with or without any ordinance or other authority or appropriation for such[therefor], draw warrants on the [t]Treasurer or effect temporary loans to pay debts and judgments and other liabilities of the [e]City, or to meet any such emergency, charging such warrants to any excess balances in appropriations made by the general annual appropriation bill and specifically reporting [his]the Comptroller's action to the [b]Board of [a]Aldermen at its first meeting thereafter. [He]The Comptroller shall have a seat and a voice but no vote in the [b]Board of [a]Aldermen. [He]The Comptroller shall be the general accountant and auditor of the [e]City and the records in [his]the Comptroller's office shall show the financial operations and condition, property assets, claims and liabilities of the [e]City, all expenditures authorized, and all contracts in which the [e]City is interested. [He]The Comptroller shall require proper fiscal accounts, records, settlements and reports to be kept, made and rendered to [him]the Comptroller by the several departments and offices of the [e]City, including the [f]License [e]Collector's office so far as consistent with law, and shall control and continually audit the same, and prescribe forms, rules and regulations for such[therefor] and require their observance. [He]The Comptroller shall regulate the making of all requisitions for supplies. Except as by this [e]Charter or by law or ordinance otherwise provided [he]the Comptroller shall prescribe and regulate the manner of paying creditors, officers and employees of the [e]City. [He]The Comptroller shall audit all pay rolls, accounts and claims against the [e]City, and certify thereon the balance as stated by [him]the Comptroller and draw [his]the Comptroller's warrant on the [t]Treasurer for such[therefor], but no pay roll, account or claim, or any part thereof, except for the preservation of the credit of the [e]City, or in case of extraordinary emergency as hereinbefore provided, shall be audited against the [e]City unless certified by the officer having knowledge of the facts and authorized by law or ordinance, and the amount required for payment of the same appropriated for that purpose by ordinance and in the treasury. [He]The Comptroller shall see that no contract liability is incurred except for the preservation of the [e]City's credit, or in case of emergency, as hereinbefore provided, without previous authority of law or ordinance. [He]The Comptroller shall, at least monthly, adjust the settlements of all officers engaged in the collection of the revenue. [He]The Comptroller may temporarily transfer employees from one (1) division of the [d]Department of [f]Finance to any other division thereof. [He]The Comptroller shall have power to administer oaths. [He]The Comptroller shall receive and preserve in [his]the Comptroller's office all books, vouchers and papers relating to the fiscal affairs of the [e]City. [He]The Comptroller may destroy any document, books, vouchers, papers or canceled blank forms pertaining to any department, board or office if [he]the Comptroller, the [e]City [e]Counselor, and the head of such department, board or office certify that they are useless and the [b]Board of [e]Estimate and [a]Apportionment so directs.[He]The Comptroller shall keep a register of all delinquent and special tax bills or other claims of the [e]City in the nature of liens on property and shall release any such bill or claims thereon on proof of payment thereof.

Section 3 - Designation of subordinate to affix [e]Comptroller's signature.

Any officer or employee in the [e]Comptroller's office may be designated by [him]the Comptroller to draw warrants upon the treasury with the same effect as if signed by the [e]Comptroller, such designation to be in writing, in duplicate, filed with the [m]Mayor and in the [t]Treasury [d]Division; provided, that the [m]Mayor may make such designation if the [e]Comptroller be absent or disabled and there be no one in [his]the Comptroller's office designated to act. Any such designation may be revoked by the [e]Comptroller while acting as such by filing the revocation in duplicate with the [m]Mayor and in the [t]Treasury [d]Division.

Section 4 - Composition of ~~[a]~~Assessment ~~[d]~~Division.

The ~~[a]~~Assessment ~~[d]~~Division shall consist of the ~~[a]~~Assessor and such ~~[d]~~Deputy ~~[a]~~Assessors and employees as may be provided by ordinance.

Section 5 - Assessor.

~~[The assessor shall have the qualifications provided with regard to the mayor; receive a salary of five thousand dollars per annum set by the provisions of the compensation ordinance; and, before entering upon the duties of his the office, take an oath similar to that required by law of county assessors. The assessor shall be the head of the assessment division; appoint the deputy assessors and employees in his the assessor's division; preserve all maps, plats, books and papers belonging to said division; cause all plats to be prepared, altered and corrected as required by law; receive lists, statements or returns of property; and furnish blanks and information to those desiring to appeal to the board of equalization.]~~

There shall be an Assessor whose office shall perform all functions required by statutes for a County Assessor in accordance with such statutes.

Section 6 through 18 - [Removed by Amendment]

~~[Section 6—Deputy assessors.~~

~~Each deputy assessor shall take the same oath as the assessor and have the same powers, subject to his control, and shall have been a resident of the city for five years next before appointment.~~

~~Section 7—Bonds to be given state.~~

~~The assessor and his deputies before entering upon their duties shall give bond to the state; the assessor for twenty thousand dollars and the deputies each for five thousand dollars, or such other sums as may be fixed by ordinance. Each bond shall be executed in duplicate and one forwarded to the state auditor, the other deposited with the comptroller.~~

~~Section 8—Assessments to be made.~~

~~The assessor, or his deputies under his direction, shall severally assess all the taxable property, real or personal, within the city in the manner provided by law, and for that purpose the assessor may divide and assign the work or any of it among them. They shall commence their assessment on the first day of June in each year, and complete the same, and the deputies make their final reports thereof to the assessor, on or before the first day of January next following. The assessor shall see that the assessment is made uniform and equal throughout the city.~~

~~Section 9—Assessment books.~~

~~The assessor shall make up the assessment books in proper alphabetical order from the reports made~~

~~by the deputy assessors, the lists or statements made of property, his own view, or the best information he can otherwise obtain, and complete said books on or before the third Monday in March of each year.~~

~~Section 10 Board of equalization—Members; oath; compensation.~~

~~There shall be a board of equalization consisting of the assessor, who shall be its president, and four taxpaying, property owning citizens resident in the city for ten years next before their appointment, who shall be appointed annually by the mayor on or before the second Monday in March. Each member shall take an oath similar to that required by law of members of county boards of equalization. Their compensation shall be fixed by ordinance.~~

~~Section 11 Powers and duties.~~

~~Said board shall have the power and duty to hear complaints and appeals, and to adjust, correct and equalize the valuations and assessments of any taxable property, real or personal, within the city and to assess and equalize the value of any taxable property, real or personal, within the city, and to assess and equalize the value of any taxable property, real or personal, omitted from the assessment books then under examination by them, and to adjust and correct the assessment books accordingly; provided, that if said board proposes to increase any assessment or to assess any such omitted property, it shall give notice of the fact to the person owning or controlling the property affected, his agent or representative, by personal notice, by mail, or by advertisement, specifying when and where a hearing shall be granted.~~

~~Section 12 Notice of availability of assessment books and time of sessions.~~

~~When the assessment books are completed the assessor shall give two weeks' notice in at least two daily newspapers that said books are open for inspection and stating when the board of equalization will be in session.~~

~~Section 13 Meetings; evidence; appeals.~~

~~The said board shall meet on or before the third Monday in March, annually, and remain in continuous session for at least three hours in the forenoon and at least three hours in the afternoon of each day, except Sunday, for four weeks and no longer. It shall have power to subpoena witnesses and order the production of books and papers, and any member may administer oaths in relation to any matter within its jurisdiction. It shall hear and determine all appeals summarily, and keep a record of its proceedings, which shall remain in the assessment division.~~

~~Section 14 Who may appeal.~~

~~Any person may appeal in writing to the board of equalization from the assessment of his property, specifying the matter of which he complains.~~

~~Section 15 Abstract of books, extension of taxes and issuance of tax bills.~~

~~After the assessment books have been corrected, the assessor shall make an abstract thereof showing the amount of the several kinds of property assessed and specifying the amount of value of all taxable property within the city, and certify thereon that the same is a true and correct abstract of all such property in the city so far as he has been able to ascertain. One copy of the abstract, verified by his oath, shall be delivered on or before the fourth Monday in May to the mayor, and another to the state auditor. The assessor shall extend in said assessment books the state, school and city taxes and include in said books such matter as the law shall provide or the comptroller require. The assessor shall then cause tax bills to be made out for such taxes in such forms as the law shall provide or the comptroller prescribe, and deliver them with a duplicate schedule thereof to the comptroller, who shall compare said bills with said books and schedule and test the footings, and then officially stamp said bills and deliver them with one schedule to the collector and take his separate receipts; one for the aggregate of said bills, and another for the state taxes, which last receipt the comptroller shall transmit to the state auditor.~~

~~Section 16 Erroneous assessments; duties of comptroller as to taxes.~~

~~The comptroller shall hear and determine all complaints of manifest error in the assessment of property for taxes, and in all cases when it shall appear that any property, real or personal, has been erroneously assessed, cause the same to be corrected on the assessment books, and certify to the state auditor all such corrections for credit to the collector. The comptroller shall perform all duties and acts within the city, in regard to the "land delinquent list," the "sale of land for taxes," and the assessment books and tax bills that are imposed on county courts by general law; and make out the "back tax books" and the "back tax bills" required by law.~~

~~Section 17 Payment of expenses of assessment.~~

~~The costs and expenses of the assessment for each year shall be paid by the city. The comptroller shall, as soon as the amount is ascertained, certify the same to the state auditor and obtain his warrant in favor of the city for one half thereof as provided by law.~~

~~Section 18 Abstracts to be delivered by recorder of deeds.~~

~~The day after any instrument affecting the title to real estate is filed in the office of the recorder of deeds, the recorder shall deliver to the assessor an abstract thereof and to the board of public service a copy of such abstract. The assessor shall promptly change the plats in his division accordingly.]~~

Section 19 - Composition of [e]Collection [d]Division.

The [e]Collection [d]Division shall consist of the [e]Collector and such deputies and employees as may be provided by ordinance.

Section 20 - Collector—Qualifications, compensation, powers and duties.

The [e]Collector shall have the qualifications provided with regard to the [m]Mayor and be the head of the [e]Collection [d]Division. [He]The Collector shall receive such compensation as may be provided by law or ordinance. [He]The Collector shall collect all [s]State, [e]City and school taxes, wharfage, water rates and dramshop licenses, and may collect special assessments, and, unless otherwise provided by ordinance, all indebtedness and claims due the [e]City, and daily pay the same to the [e]City [t]Treasurer, except the [s]State taxes, which shall be paid by [him]the Collector as provided by law, and except the school taxes, which shall be paid by [him]the Collector to the [b]Board of [e]Education of the [e]City monthly, or oftener when required in writing by the [t]Treasurer of said [b]Board. [He]The Collector shall collect license taxes as permitted by law. [He]The Collector shall appoint the deputies and employees in [his]their division. Each deputy shall have all the powers of the [e]Collector, subject to [his]the Collector's control.

Section 21 - Bond.

The [e]Collector, before entering upon the duties of [his]office, shall give bond to the [s]State, as required by law, and to the [e]City, as may be required by ordinance. Said bond to the [s]State shall be executed in duplicate and one (1) filed with the [e]Comptroller and the other with the [s]State [a]Auditor.

Section 22 - Enforcement of payment of taxes.

The payment of all [e]City and school taxes may be enforced in like manner as may be provided by law for enforcing the payment of [s]State taxes.

Section 23 - Composition of [t]Treasury [d]Division.

The [t]Treasury [d]Division shall consist of the [t]Treasurer, and such deputies and employees as may be provided by ordinance.

Section 24 - Treasurer.

The [t]Treasurer shall have the qualifications provided with regard to the [m]Mayor and be the head of the [t]Treasury [d]Division. The [t]Treasurer[he] shall receive a salary [~~of five thousand dollars per annum~~set by the provisions of the compensation ordinance]; before entering upon the duties of [his]office, give bond to the [e]City for at least one hundred thousand dollars (\$100,000.00); and appoint the deputies and employees in [his]the Treasurer's [d]Division. [He]The Treasurer shall receive and keep the money of the [e]City, and pay out the same on warrants drawn by the [e]Comptroller and not otherwise. All money belonging to the [e]City received by any officer or agent thereof shall be deposited daily in the [t]Treasury [d]Division unless otherwise provided by law or ordinance, and any delinquency in this respect shall be reported promptly by the [t]Treasurer to the [m]Mayor and to the [e]Comptroller. The [t]Treasurer shall deliver duplicate receipts for all money received, one (1) to the party paying, the other to the [e]Comptroller, stating the source, the amount and to what account credited. The [t]Treasurer shall daily report the balance in the treasury to the [e]Comptroller and to the [m]Mayor.

Section 25 - Depositaries of [e]City funds.

Depositories of the [e]City funds shall be selected and deposits made therein as provided by law or by ordinance recommended by the [b]Board of [e]Estimate and [a]Apportionment.

Section 26 - Composition of [s]Supply [d]Division.

The [s]Supply [d]Division shall consist of the [s]Supply [e]Commissioner and such deputies and employees as may be provided by ordinance.

Section 27 - Supply [e]Commissioner.

The [s]Supply [e]Commissioner shall be the head of the [s]Supply [d]Division, receive a salary ~~[of five thousand dollars per annum]~~ **set by the provisions of the compensation ordinance**, give bond as required by ordinance, and appoint the deputies and employees in ~~[his]~~ **the Supply Commissioner's** division.

Section 28 - Board of [s]Standardization.

The [e]Comptroller, [s]Supply [e]Commissioner and [p]President of the [b]Board of [p]Public [s]Service shall personally or by deputy constitute the [b]Board of [s]Standardization, whose duty it shall be to classify and standardize all supplies and materials purchased by the [e]City or used for municipal purposes and prepare precise specifications for all supplies to be purchased through the [s]Supply [d]Division. The [b]Board may maintain such laboratories or other methods of testing as may be necessary.

Section 29 - How supplies, equipment and materials are leased and purchased.

Supplies, equipment, and materials for all departments, boards or officers, exclusive of material for public work or improvements, shall be purchased or leased only through the Supply Division, according to such standards and specifications, if any, adopted or prepared by the Board of Standardization, and by advertising for proposals **for such**~~[therefor]~~. Bids may be for one **(1)** or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article or to the lowest bidder for the entire requisition or any part thereof; but the Board of Standardization may reject any or all bids or any part of any bid. The Supply Commissioner may contract for supplies, equipment and material in any amounts or for any periods as may be approved by the Board of Standardization, and subject to the provisions of this Charter. In cases of emergency, to be determined by said Board, purchases or leases may be made without advertising. **The Board of Aldermen may provide by ordinance for amounts for p[P]urchases or leases or other acquisitions**~~[in amounts not exceeding five thousand dollars (\$5,000.00) under any one contract may be also made, with the written approval of the Comptroller,]that may be made~~ without advertising~~[, after securing competitive bids, but there shall be no division of requisitions or contracts for the purpose of securing this privilege]~~. The Supply Commissioner shall inspect and receipt for all supplies, equipment and material.

Supplies, equipment or material shall not be ordered or contracted for by the Supply Division unless the Comptroller shall certify that a fund is applicable for payment thereof.

Section 30 - Public printing and publishing.

The [s]Supply [e]Commissioner shall have general supervision of the public printing and publishing and shall see that it is executed as may be provided by ordinance, letting the contract or contracts to the lowest bidder in conformity with the provisions of this [a]Article so far as they may be applicable. Until otherwise provided by ordinance, and except in condemnation proceedings, all [~~newspaper publishing shall be in at least two daily newspapers, one in English and one in the German language~~]advertisements shall be by a method that is consistent with best governmental practices. Provisions may be made by ordinance for the [e]City doing its own printing and publishing.

Article XVI - BOARD OF ESTIMATE AND APPORTIONMENT

Section 1 - Composition; records; secretary.

There shall be a [b]Board of [e]Estimate and [a]Apportionment which shall consist of the [m]Mayor, [e]Comptroller and [p]President of the [b]Board of [a]Aldermen. It shall keep a record of its proceedings and appoint an employee of the [e]Comptroller's office to act as [s]Secretary without additional compensation.

Section 2 - Statements and estimates to be furnished to [b]Board.

The head of every department, board or office shall furnish to the [b]Board of [e]Estimate and [a]Apportionment such statements of receipts and expenses and estimates of receipts and requirements of such department, board or office as said [b]Board of [e]Estimate and [a]Apportionment may require.

Section 3 - Annual budget and tax rate.

The Board of Estimate and Apportionment shall submit to the Board of Aldermen on or before sixty (60) days prior to the start of each Fiscal Year for the City of St. Louis a statement showing the estimated receipts and an operating budget for the General Fund and all other operating funds. The budgets shall include a Table of Organization, as well as personnel, supplies, maintenance, repairs, services, and contractual requirements of each department, board, and office for the Fiscal Year beginning on the first day of that Fiscal Year and a comparative statement of the receipts and expenses for the previous year as well as the estimates for the current Fiscal Year, first, however, affording taxpayers an opportunity to be heard thereon as may be provided by ordinance.

The Board of Estimate and Apportionment shall also annually and on or before sixty (60) days prior to the start of each Fiscal Year submit and recommend to the Board of Aldermen a proposed ordinance appropriating the amounts deemed necessary for the Table of Organization, as well as the personnel, supplies, maintenance, repairs, services, and contractual requirements for the use of each department, board, and office for that Fiscal Year and a proposed ordinance establishing the City tax rates for said Fiscal Year, provided that the appropriations for payment of salaries and compensation of officers and employees may, in the discretion of the Board of Estimate and Apportionment, be embodied in a separate proposed ordinance. The Board of Aldermen shall immediately proceed to the consideration of said proposed ordinance or ordinances. The Board of Aldermen or one (1) of its Committees shall meet daily Monday through Friday, until the ordinance or ordinances are finally acted upon, and the [~~said~~] Board of Aldermen shall finally act upon said proposed ordinance(s) before the start of the Fiscal Year. The Board of Aldermen may reduce the amount of any item in the appropriating proposed ordinance, except amounts fixed by statute or for the payment of principal or interest of the City debt or for meeting any ordinance obligations, but it may not increase such amount nor insert new items unless specifically approved by the Board of Estimate and

Apportionment, or unless the Board of Estimate and Apportionment has failed to recommend the appropriating, City tax rate, and salary compensation proposed ordinance or ordinances on or before sixty (60) days prior to the start of that Fiscal Year.

In the event the Board of Estimate and Apportionment has not recommended said proposed ordinance or ordinances to the Board of Aldermen by or before sixty (60) days prior to the start of the Fiscal Year, the Budget Director for the City of St. Louis shall submit without approval by the Board of Estimate and Apportionment directly to the Board of Aldermen by or before sixty (60) days prior to the beginning of the Fiscal Year an estimate of revenues for the following year and a statement of a Table of Organization and all other expected requirements of each department, board, and office from which the Board of Aldermen shall approve an operating budget through the enactment of an ordinance or ordinances before the start of that Fiscal Year.

Notwithstanding the provisions of Article IV Section 16 of the Charter of the City of St. Louis in the event the Board of Aldermen has not finally acted upon said proposed ordinance or ordinances by the start of the Fiscal Year, the proposed ordinance or ordinances recommended by the Board of Estimate and Apportionment or in its absence the submission by the Budget Director shall be considered to have been approved by the Board of Aldermen.

Section 4 - How appropriations to be set up.

All appropriations shall be specific and in detail and be segregated according to the functions or kinds of work for which the money is appropriated.

Section 5 - Limitations on appropriations.

Except in the general appropriation bill and bills providing for the payment of the principal or interest of the public debt, no appropriation shall be made from any revenue fund in excess of the amount standing to the credit of such fund, and no appropriation shall be made from any fund for any purpose to which the money therein is not lawfully applicable.

Section 6 - Disposition of unappropriated revenue and transfer of appropriated funds.

Any accruing, unappropriated [e]City revenue may be appropriated from time to time by ordinance recommended by the [b]Board of [e]Estimate and [a]Apportionment; and whenever an appropriation exceeds the amount required for the purpose for which it has been made, the excess or any portion or portions thereof may by ordinance recommended by the [b]Board of [e]Estimate and [a]Apportionment be appropriated to any other purpose or purposes.

Section 7 - Reversion of unexpended appropriations.

All unexpended appropriated money, not appropriated by special ordinance for a specific purpose, shall at the end of the current fiscal year revert to the fund or funds from which the appropriation was made.

Section 8 - Fiscal year.

A fiscal year as mentioned in this [e]Charter shall commence on the first day of July~~[the second Tuesday in April]~~ of each year, or at such other time as may be provided by ordinance recommended by the [b]Board of [e]Estimate and [a]Apportionment.

Article XVII CITY BONDS

Section 1 - Purposes for which bonds may be issued.

Some of the purposes, hereby specifically authorized, for which the bonds of the [e]Charter may be issued and given, sold, pledged or disposed of on the credit of the [e]Charter or solely upon the credit of specific property owned by the [e]Charter or solely upon the credit of income derived from any property used in connection with any public utility owned or operated by the [e]Charter or upon any two (2) or more such credits, are the following: For the acquiring of land; for the purchase, construction, reconstruction or extension of water works, public sewers, buildings for the [f]Fire [d]Department, bridges and viaducts, subways, tunnels, railroads, street railroads, terminals, ferries, docks, wharves, warehouses, gas or electric light works, power plants, telephone and telegraph systems, or any other public utility; for hospitals, ~~[insane asylums, orphan]~~ asylums, poorhouses, industrial schools, jails, workhouses, and other charitable, corrective and penal institutions; for court houses, and other public buildings, public parks, parkways, boulevards, grounds, squares, rivers and other public improvements which the [e]Charter may be authorized or permitted to make; for paying, refunding or renewing any bonded indebtedness of the [e]Charter, and for the establishment of a local improvement fund to be used for the purpose of paying in cash for local improvements, such fund to be replenished from time to time by the payment into it of the proceeds of special assessments made on account of such local improvements. The foregoing enumeration shall not be construed to limit any general provision of this [e]Charter authorizing the [e]Charter to borrow money or issue and dispose of bonds, and such general provisions shall be construed according to the full force and effect of their language as if no specific purposes had been mentioned; and the authority to issue bonds for any of the purposes aforesaid is cumulative and shall not be construed to impair any authority to make any public improvements under any provisions of this [e]Charter or of any law.

Section 2 - How payment to be made.

Bonds may be so issued as to be payable serially or subject to call.

Section 3 - Elections authorizing issues.

No bonds of the [e]Charter, except bonds for paying, refunding or renewing bonded indebtedness, and except bonds payable only from proceeds of special assessments for local improvements, shall be issued without the assent of two-thirds ($\frac{2}{3}$) of the voters of the [e]Charter voting at an election to be held for that purpose. All forms, proceedings and other matters with respect to any such election and the amounts, purposes, issue and disposition of bonds may be prescribed by ordinance recommended by the [b]Board of [e]Estimate and [a]Apportionment.

It shall not be necessary in the ordinance calling the election, in the notice of election, in the question submitted, or on the ballot, or in any of the matters preceding the said election, to state the amount of bonds proposed to be issued for each purpose, but it shall be sufficient if the ordinance and notice of election state the total amount of bonds proposed to be voted upon at the said election and in general language the purpose or purposes for which such

total amount of bonds is to be issued, and if two-thirds (2/3) of the voters of the [e]City voting at such election assent to the issuance of such amount of bonds, then such amount may be issued and such bonds or the proceeds thereof may from time to time, by ordinance recommended by the [b]Board of [e]Estimate and [a]Apportionment, be appropriated in any amount or amounts to the purpose or purposes for which total amount was voted.

Section 4 - Annual tax levy; sinking fund.

The [b]Board of [a]Aldermen shall annually levy a tax which will yield not less than one million two hundred thousand dollars (\$1,200,000.00) to be used exclusively for the payment of the bonded indebtedness of the [e]City existing on the seventh (7th) day of April, 1890, and renewals thereof and interest thereon. That portion of each such annual tax levy not required for the payment of the interest maturing during the year on said bonded indebtedness and renewal shall be credited to and shall constitute a sinking fund to be used exclusively for the payment of said bonded indebtedness and renewals. Such levy need not be made except for such interest after the amount in such sinking fund is sufficient to pay all such bonded indebtedness and renewals at maturity. The [b]Board of [a]Aldermen shall annually levy taxes sufficient to meet the sinking fund and interest requirements of each bond issue.

Section 5 - Payment of "St. Louis Water Bonds."

In addition to the foregoing, until there is a sufficient sum in a sinking fund or funds to pay the "St. Louis Water Bonds" and renewals thereof and applicable thereto, the whole net income from the waterworks in excess of what may be necessary for (1) the ordinary construction, reconstruction, extension, operation and repair of the waterworks and facilities, (2) the interest on said water bonds, and (3) the running expenses of the [w]Water [e]Division shall be credited to, and with the sinking funds heretofore created therefor constitute, a sinking fund to be used exclusively for the payment of said "St. Louis Water Bonds" and renewals.

Section 6 - Administration of sinking funds.

The [b]Board of [e]Estimate and [a]Apportionment shall administer all sinking funds and in the course thereof may purchase with any sinking fund, as an investment ~~for such~~[therefor], bonds of the [e]City, [s]State or United States, preferably [e]City bonds, and may provide for the payment of maturing bonds out of the sinking fund created ~~for such~~[therefor], and to that end sell bonds held in such sinking fund; provided, that all bonds purchased with the particular sinking fund created ~~for such~~[therefor] shall not be regarded as an investment or be reissued, but shall be canceled. Bonds forming part of any sinking fund and not required to be canceled shall be deposited in a safe deposit vault in the [e]City to which access can be had only by at least two (2) members of the [b]Board of [e]Estimate and [a]Apportionment jointly, one (1) of whom shall be the [e]Comptroller. All interest earned on investments or deposits belonging to any sinking fund shall belong to such fund. Whenever the amount in any sinking fund exceeds an amount sufficient to pay all the bonds for which such fund is created, the [b]Board of [e]Estimate and [a]Apportionment may transfer the excess to other sinking funds.

Section 7 - Warrants for payment of bonded indebtedness.

All warrants for the payment of bonded indebtedness or for disbursements out of any sinking fund shall be approved by the [m]Mayor and [p]President of the [b]Board of [a]Aldermen.

Article XVIII - CIVIL SERVICE

Section 1 - Definitions.

The terms defined in this [s]Section, when used in this [a]Article, have the following meanings except where the context clearly requires otherwise:

- (a) "Appointing authority" means any person or group of persons having power by law or ordinance, or by lawfully delegated authority, to make appointments to any position in the [e]City service;
- (b) "City service" or "service of the [e]City" means all positions as herein defined, that are subject to control and regulation by the City of St. Louis as a municipal corporation or any of its officers or other agencies as such;
- (c) "Class" or "class of positions" means a definitely recognized kind of employment in the classified service designed to embrace all positions sufficiently alike to be treated alike;
- (d) "Classified service" means all positions in the [e]City service except those specifically placed in the unclassified service as herein defined;
- (e) "Compensation" means the salary, wages, fees, allowances, and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowance for expenses authorized and incurred as incidents to employment;
- (f) "Competitive position" means any position in the classified service not expressly designated as an excepted position in this [s]Section;
- (g) "Examination" means all the tests of fitness, taken together, that are applied to determine the fitness of applicants for positions of any class;
- (h) "Excepted position" means any position in the classified service not subject to the provisions of this [a]Article requiring competitive tests of fitness for appointment and such other provisions as, by their terms, apply specifically to competitive positions alone. All such positions, however, shall be subject to all the other provisions of this [a]Article insofar as consistent with law and with this exception. The following described positions, and no others, shall be deemed to be excepted positions:
 - (1) all positions filled by election of the people;
 - (2) all positions of heads of principal departments and of independent agencies, that are filled by appointment by the [m]Mayor;
 - (3) all positions in the [m]Mayor's [o]Office, except that no employee will lose their job or status due to this change;
 - (4) all positions of paid members of boards;
 - (5) all officers and employees of the [b]Board of [a]Aldermen;
- (i) "Employee" means a person legally occupying a position;

- (j) "Grade" means all positions or classes of positions in the [e]City service that are determined to be of the same level with respect to the difficulty and responsibility of their duties and any other measure of value, and for which the same rate or scale of rates of compensation is prescribed, under the provisions of this [a]Article;
- (k) "Position" means any appointive or elective office, and any employment, or two (2) or more of such offices and employments the duties of which call for services to be rendered by one (1) person;
- (l) "Test of fitness" means any means or measure for determining the merit and fitness of persons for original appointment or promotion to positions of a class; and
- (m) "Unclassified service" means all positions not subject to the provisions of the [e]Charter, ordinances and civil service rules relating exclusively to positions in the classified service, and includes positions, as follows, and no others:
 - (1) all positions of members of boards, commissions, or committees serving without compensation;
 - (2) all other positions in which services are rendered without compensation;
 - (3) all officers and employees of the [b]Board of [a]Aldermen.

Section 2 - Purpose and basic requirements of this [a]Article.

It is the purpose of this [a]Article to provide a modern and comprehensive system of personnel administration for the [e]City, whereby economy and effectiveness in the personal services rendered to the [e]City, and fairness and equity to the employees and the taxpayers of the [e]City, alike, may be promoted. To accomplish this end the provisions of this [a]Article shall be liberally construed. The following principles and policies shall be observed, as basic requirements:

- (a) *Merit and fitness.* All appointments and promotions to positions in the service of the [e]City and all measures for the control and regulation of employment in such positions, and separation therefrom, shall be on the sole basis of merit and fitness, which, so far as practicable, shall be ascertained by means of competitive tests, or service ratings, or both.
- (b) *Rates of pay.* Fair and equitable rates of pay shall be provided with due consideration of both the employees and the taxpayers and with due observance of the principle of like pay for like work, and suitable differences in pay for differences in work.
- (c) *Employees' interests.* Considerations shall be given to the desires and interests of the employees insofar as consistent with the best interests of the [e]City as an employer, and of the public served.
- (d) *Nature of [e]City service.* The [e]City service, so far as practicable, shall be made attractive as a career, and each employee shall be encouraged to render ~~his~~ the employee's best service in willing compliance with the provisions of this [a]Article.

Section 3 - Scope of civil service rules.

To give effect to the purpose and requirements set forth in the next preceding section, the civil service rules, hereinafter required to be adopted, shall provide for the following things, among others, with relation to the classified service as defined herein:

- (a) *Classification plan.* For a systematic classification plan providing for the classification of all positions on the basis of their duties, responsibilities, and resulting qualification requirements; for definitions of the classes in the classification plan; for the allocation of all positions to their appropriate classes in the classification plan; and, for the amendment and continuous administration of the classification plan. No person shall be employed or paid in any position until the class of such position has been determined by allocation of the position by the ~~[d]~~Director to its appropriate class;
- (b) *Compensation plan.* For development and recommendation to the ~~[m]~~Mayor and Alders~~persons~~~~[aldermen]~~ of a systematic compensation plan, and amendments thereto from time to time as deemed necessary, to provide for uniform scales of compensation for all positions of the several classes, by grades, with due relationships among scales of compensation of the several grades, and for the continuous administration of such compensation plan as is adopted by ordinance;
- (c) *Competitive examinations.* For determining merit and fitness for appointment and promotion to competitive positions by means of competitive examinations held after due public notice. The tests of fitness in such examinations shall be practical in character and designed fairly to measure the relative qualifications of candidates for positions of the several classes;
- (d) *Certification and appointment of eligibles.* For certification of eligibles and for appointment and promotion to competitive positions on the basis of such tests, subject to a working test period of probation not to exceed one (1) year. One (1) of the highest six (6) eligibles certified or remaining on the list of eligibles certified to be appointed to each vacancy;
- (e) *Filling vacancies: promotions.* For filling vacancies in higher competitive positions, so far as practicable on competitive examinations, either promotion or open to the public shall result in giving current permanent employees who pass an examination for a position in the classified service a preference, of five points (5) on a scale of one hundred points (100) on such competitive examination;
- (f) *Tenure of employment.* For indefinite tenure of employment in positions in the classified service during meritorious service, except in cases for which definite terms are prescribed by law or ~~[c]~~Charter, and except in cases of temporary appointment hereunder, but with due provision for layoff on termination of the need for employment in any position, or of funds available for such~~[therefor]~~;
- (g) *Temporary appointments.* For temporary appointments, without competitive tests, to competitive positions, for not to exceed six (6) months, except with the approval of the Director of Personnel, but no extension will exceed three (3) months;
- (h) *Service standards and ratings.* For the establishment of standards of service and a system of service ratings. The service ratings provided shall be given consideration in examinations for promotions, and in connection with increases in pay, layoffs, re-employments, transfers, reinstatements, reductions in pay, demotions, and removals, hereunder. Standards of service shall be established which any employee must meet to qualify for an increase in pay, reinstatement, re-employment, or promotion, and other standards shall be established, failure to meet which shall result in action for decrease in pay, demotion, or removal;
- (i) ***Human Services*** ~~[Welfare]~~*programs.* For cooperation by the Director with appointing authorities in promoting programs of employee welfare, including such training, health, recreation, economic, and other programs as may be deemed desirable;
- (j) *Transfers.* For transfers between competitive positions of the same grade for which no additional or different tests of fitness are required, in the same or different departments, for the benefit of the service directly, or

indirectly for such benefit by promotion of satisfaction of the employees, or by elimination of supernumerary positions;

- (k) *Reinstatement.* For reinstatement to and re-employment in competitive positions after layoff, and after other separation without delinquency or misconduct, where the interests of the service will be served thereby;
- (l) *Hours of duty, holidays and leaves.* For recommendations by the [e]Commission to the [m]Mayor and Alderpersons[aldermen], regarding ordinance provisions to regulate the hours of duty, holidays, and leaves of absence, and for administration of any such ordinances adopted. Such ordinance provisions as are adopted shall be administered and carried into effect by the [d]Department of [p]Personnel herein provided for. The minimum daily, weekly, and annual service required under regular full-time employment shall be fixed by ordinance with due relation to the requirements in private employment in the [e]City and with a view to equity as between positions of different classes and those under different appointing authorities. The requirements may vary for different classes or conditions of employment but shall be uniform in their application to employees of the same classes under like conditions of work. The ordinance provisions shall be enforced by effective control of attendance and absence and audit of pay rolls with reference thereto. Each employee in the classified service shall be required to engage in the actual work of the office or employment held to such extent as his services may be required for the complete discharge of the duties of such office or employment and a failure so to do shall be ground for removal;
- (m) *Part-time services.* For payment for part-time services on an equitable basis in relation to the hours employed as compared with the requirements for full-time service. Where less than full-time service is required or rendered in any position, compensation for such service shall be paid on the part-time basis established by such rules;
- (n) *Removals and demotions.* For removals, demotions, and decreases in pay in the cases of employees whose service rendered is below satisfactory standards, designed to promote the efficiency of the service. Such action shall be effective only after written notice to, with right of appeal in, the employees affected, and after such investigation as is appropriate to ensure that the action taken is on the sole ground of merit and fitness;
- (o) *Fines and suspensions.* For fines, and for suspensions without pay for not to exceed thirty days, and for other disciplinary measures deemed desirable, of less severity than those set forth in the item next preceding;
- (p) *Resignations.* For resignations in good standing, for investigation of reported resignations to determine their good faith, for records of the causes of resignations, and for initiating action to remove causes leading to excessive numbers of resignations of capable employees;
- (q) *Roster of employees.* For maintenance of a complete official roster of employees showing for each employee, [his]such employee's name, address, class title, rate of pay, and changes in any of them, and such other information as may be deemed desirable;
- (r) *Retirement system.* For recommendation if and when permissible under the Constitution and Laws of the [s]State of Missouri, to the [m]Mayor and Alderpersons[aldermen] by the [e]Civil [s]Service [e]Commission of a suitable system for the retirement of employees who, by reason of injury, ill health or age, have become incapacitated for rendering satisfactory service, and for administration by the [d]Department of [p]Personnel of such retirement system as may be adopted by ordinance;
- (s) *Reports by appointing officers.* For reports by appointing officers of new positions and changes in the positions authorized and in the employments therein, and of attendance and absence, which upon approval by the [d]Director shall form bases for audit and approval of pay rolls by the [e]Comptroller as to compliance with this [a]Article and the rules and ordinance thereunder;

- (t) *Audit of pay rolls.* For audit of pay rolls by the [e]Comptroller as a condition precedent to payment by the [t]Treasurer or any other disbursing officer of any claim or account for personal services. The [e]Comptroller shall not approve any item of a pay roll or account for payment of any employee, or issue [his]a warrant for any payment ~~for such~~ [therefor], except on evidence satisfactory [to him]that the person named has been lawfully employed in a position duly authorized and is entitled to payment for actual service in such position or authorized absences therefrom at the rates, for the periods, and in the amounts, covered by such pay roll or account;
- (u) *List of nonessential positions.* For the listing of positions deemed nonessential for effective administration of the [e]City's affairs, and for seeing that, as occasion arises, steps be taken toward transfer of the employees therein to any other vacant positions to which they are eligible to be transferred under the provisions of this [a]Article, and for prevention of filling of any vacancy occurring therein;
- (v) *Administration.* For the administration and enforcement of the provisions of this [a]Article and all provisions of ordinances and rules adopted in pursuance thereof, by the [d]Director, subject to the rules of the [e]Commission and subject to appeal to and review on appeal by the [e]Commission;
- (w) *Examination fees.* Such rules may provide for the charging and collection of reasonable fees from applicants for examinations, as prerequisites to the acceptance of their applications, and in such amounts as are calculated to pay part or all of the cost of preparing and holding the examinations and rating the results thereof.

Section 4 - Ordinances to be enacted.

The [m]Mayor and ~~Alders~~persons[aldermen] shall provide, by ordinance:

- a) *Compensation plan.* For adoption of a comprehensive compensation plan for the fixing of rates of pay of all employees in the classified service, and amendments thereto, on recommendation of the [e]Civil [s]Service [e]Commission, and for its application and interpretation. Every appropriation and expenditure for personal services in any position in the classified service thereafter shall be made in accordance with the compensation plan so adopted and not otherwise;
- b) *Retirement system.* For a contributory retirement system on a sound actuarial basis, if and when permissible under the Constitution and Laws of the State of Missouri, to provide for retirement of employees in the classified service who have become unable to render satisfactory service by reason of physical or mental incapacity;
- c) *Hours of duty and holidays.* For regulating hours of duty, holidays, attendance, and absence, in the classified service;
- d) *Appropriations for the [d]Department of [p]Personnel.* For appropriations for the purposes of the [d]Department of [p]Personnel, adequate to provide for the effective administration and enforcement of the provisions of this [a]Article and the rules and ordinances adopted thereunder. In each fiscal year, such appropriations shall aggregate not less than one-half (.5) of one percent (1) of the amount of all expenditures for personal services in the [e]City service in the fiscal year next preceding, and in default of such minimum appropriations or any part thereof, such minimum appropriations or any deficiency therein, nevertheless shall be deemed to have been made;
- e) *Veterans' preference.* For a preference to be granted to honorably discharged members of the armed services

of the United States who successfully pass an examination for a civil service position;

- f) *City Residents' Preference.* For a preference to be granted to residents of the City of St. Louis who successfully pass an examination for a civil service position.

Section 5 - Department of [p]Personnel.

There is hereby created a [d]Department of [p]Personnel of the government of the [e]City which shall consist of a [d]Director of [p]Personnel as head thereof, a [e]Civil [s]Service [e]Commission, and such other employees as may be needed.

Section 6 - Civil [s]Service [e]Commission.

- (a) *Qualifications, appointment and term of members.* The [e]Civil [s]Service [e]Commission shall consist of three (3) members who, on the dates of their appointment, shall have been citizens of the United States and residents of the City of St. Louis for at least two (2) years next preceding. They shall be persons whose past records indicate that they favor the merit system of personnel administration. No person shall be eligible to appointment as a member of the [e]Civil [s]Service [e]Commission who holds any other salaried public office or who has held any elective public office or elective position in any political party, or any paid position in any political party, within the four (4) years next preceding the date of ~~[his]~~their appointment. Members shall be appointed by the [m]Mayor without regard to any political consideration. Within thirty (30) days after the adoption of this [s]Section, the [m]Mayor shall appoint the first [e]Civil [s]Service [e]Commission, designating one (1) member to serve for a term of two (2) years, a second member for a term of four (4) years and the third member for a term of six (6) years from the first day of July, next preceding. All subsequent appointments of members of the [e]Commission shall be for six (6) years, except that any vacancy in the membership of the [e]Commission occurring at a time other than the expiration of a term shall be filled by the appointment of a member to serve for the unexpired portion of the term.
- (b) *Removal of members.* The [m]Mayor may remove a member of the [e]Commission only upon charges of nonfeasance, malfeasance, or misfeasance in office and after a public hearing to be held not less than ten (10) days after notice to the member so charged, accompanied by a statement in writing of the specific acts charged. At the hearing, the member may be represented by an attorney and shall be entitled to present witnesses in his defense.
- (c) *Compensation.* Each member of the [e]Commission shall be paid fifteen (\$15.00) dollars for each day on which they have ~~he has~~ actually attended a meeting of the [e]Commission officially held, as a member thereof, but in no case shall any member be paid more than sixteen hundred eighty dollars (\$1,680.00) in any one (1) fiscal year.

Section 7 - Commission powers and duties.

The [e]Commission shall have power, and it shall be its duty:

- (a) *Administration.* To prescribe, and to amend from time to time as such action is deemed to be desirable, rules for the administration and enforcement of the provisions of this [a]Article, and of any ordinance adopted in pursuance thereof, and not inconsistent therewith;
- (b) *Ordinances.* To recommend to the [m]Mayor and Alder~~persons~~men in accordance with this

Article, ordinances to provide for:

- (1) a compensation plan providing properly related scales of pay for all grades of positions, and rules for its interpretation and application;
 - (2) a plan for a system for retirement of superannuated and otherwise incapacitated employees, if and when permissible under the Constitution and Laws of the State of Missouri;
 - (3) regulation of hours of duty, holidays, attendance and absence;
 - (4) such other matters within the scope of this [a]Article as require action by the [m]Mayor and Alderpersons[men];
 - (5) such changes in any such matters from time to time as may be deemed to be warranted;
- (c) *Investigations.* To make such inquiries and investigations as it may deem to be warranted regarding the administration and effect of the provisions of this [a]Article and of ordinances and rules adopted in accordance therewith, and to make such recommendations to the [d]Director and to the [m]Mayor and Alderpersons[men] as in its judgment may be warranted in the premises;
- (d) *Decisions.* To consider and determine any matter involved in the administration and enforcement of this [a]Article and the rules and ordinances adopted in accordance therewith that may be referred to it for decision by the [d]Director, or on appeal by any appointing authority, employee, or taxpayer of the [e]City, from any act of the [d]Director or of any appointing authority. The decision of the [e]Commission in all such matters shall be final, subject, however, to any right of action under any law of the [s]State or of the United States;
- (e) *Director.* To hold an examination for the position of [d]Director, whenever eligibles therefor are needed, and to certify eligibles resulting therefrom to the [m]Mayor, and also to perform all such duties with reference to that position as are assigned to the [d]Director as to all other positions in the classified service; and
- (f) *Reports.* To transmit to the [m]Mayor and Alderpersons[men], with such additions and comments as it may desire to make, such annual and special reports as the [d]Director of [p]Personnel may submit for its action;
- (g) *Reinstatement of employees.* To order the reinstatement without loss of pay of any employee who has been discharged, demoted, or reduced in rank or compensation for religious, racial or political reasons;
- (h) *Limitations.* Except as provided in this [s]Section, the [e]Commission shall have no administrative powers or duties. Except as so provided, it shall have no power to direct or control any employee of the [d]Department of [p]Personnel or other employee of the [e]City, or the action to be taken by any of them in any matter or case. Neither the [e]Commission nor any of its members shall have power to take any action except by majority vote in meetings assembled.

Section 8 - Director of [p]Personnel—Appointment; qualifications; compensation.

The [d]Director of [p]Personnel shall be appointed by the [m]Mayor from a certification of eligibles made by the [e]Civil [s]Service [e]Commission from an eligible list established by means of competitive tests of fitness

conducted by the [e]Civil [s]Service [e]Commission, within thirty (30) days after such certification. One (1) of the three (3) eligibles standing highest on such certification who have indicated their willingness to accept appointment shall be appointed by the [m]Mayor. The [e]Commission shall secure such information and assistance as may be practicable in formulating the fitness tests for [d]Director and rating the results, from persons experienced in public personnel administration. Any person to become eligible for appointment as [d]Director shall have had not less than five (5) years' experience in personnel administration, of which not less than two (2) years shall have been in public personnel administration, and shall be conversant with the principles and techniques of modern public personnel administration[; ~~he need not be at the time of examination or appointment, a resident of the City of St. Louis~~]. All action under this [s]Section shall be subject to the other provisions of this [a]Article and the rules adopted in pursuance thereof, so far as consistent with this [s]Section. ~~[The Commission shall fix t]~~The [initial] salary of the [d]Director ~~[at not less than six thousand (\$6,000) dollars a year to be in effect until a compensation plan is adopted hereunder]~~shall be set by provisions of the compensation ordinance. ~~[Thereafter the salary of the Director shall conform to such compensation plan.]~~

Section 9 - Director's powers and duties generally; removal from office.

The [d]Director shall be the head of the [d]Department of [p]Personnel, responsible for the conduct of all of its affairs except as to such powers and duties as are vested in the [e]Commission by this [a]Article. ~~[He]~~The Personnel Director shall have power and it shall be ~~[his]~~their duty, in person or through the [d]Department of [p]Personnel:

- (a) *Secretary of [e]Commission.* To serve as [s]Secretary of the [e]Commission, to see to the keeping of the minutes and records thereof, to conduct investigations and prepare reports for the [e]Commission in matters under its consideration, and in all other proper ways to facilitate the actions and proceedings of the [e]Commission;
- (b) *Appointment of employees; administration.* To appoint all employees of the [d]Department of [p]Personnel except the [d]Director and the members of the [e]Commission, and to direct and control their work and, under customary financial procedures of the [e]City, the expenditures from appropriations for the [d]Department;
- (c) *Roster of employees.* To establish and maintain a roster of all [e]City employees showing the salient facts of the employment history of each employee;
- (d) *Preparation of rules.* To prepare and recommend, for action by the [e]Commission, rules, including a classification plan and a service rating plan, drafts of ordinances for recommendation to the [m]Mayor and Alder~~persons~~men in matters requiring such ordinances, including a compensation plan, and changes as deemed desirable from time to time in such rules and ordinances;
- (e) *Classification of positions.* To allocate each position in the classified service to its appropriate class in the classification plan adopted under the provisions of this [a]Article, and reallocate positions as conditions warrant, from class to class;
- (f) *Definitions of classes and grades.* To prepare and maintain appropriate definitions of classes and grades in the classification plan and amend them from time to time as ~~[he]~~the Personnel Director may deem such action warranted;
- (g) *Eligible lists.* To hold examinations, pass upon the qualifications of applicants, and establish eligible lists, as needed, and to certify names of eligibles to appointing authorities for filling vacancies in competitive positions;

- (h) *Employee programs.* To cooperate with appointing officers and others in providing programs of training for employees, for employee welfare, for promoting of employee morale, and for otherwise raising of standards of performance in the service in every practicable way;
- (i) *Employment transactions.* To pass upon, for compliance with the provisions of the [e]Charter and ordinances and these rules, and approve or disapprove as to compliance therewith, all appointments, demotions, transfers, promotions, service ratings, leaves of absence, changes in rates of pay, suspensions, separations, and other employment transactions affecting the status of employees;
- (j) *Investigations.* To make such investigations as [he]the **Personnel Director** may deem desirable with respect to the enforcement and effect of the personnel provisions of the [e]Charter and ordinances and of the rules, and such special investigations as the [e]Commission or the [m]Mayor may request and make special reports relative thereto;
- (k) *Compensation plan.* To devise and recommend to the [e]Commission a compensation plan consisting of scales of pay for the several grades or classes in due relation to each other and to rates prevailing for like employment in private industry, rules for the interpretation and application of the plan, and changes in such plan and rules from time to time as deemed desirable;
- (l) *Administrative regulations.* To make such administrative regulations as [he]the **Personnel Director** may deem necessary, not inconsistent with the [e]Charter, ordinances applicable, and these rules, relative to matters involved in the administration of the personnel provisions of such [e]Charter, ordinances, and rules;
- (m) *Reports.* To make annual reports to the [e]Commission for its approval and transmission to the [m]Mayor and Alderpersons[men] on the work of the [d]Department and the administration and effect of this [a]Article, with such recommendations for action as [he]the **Personnel Director** may deem desirable, and such special reports as may be requested by the [e]Commission or the [m]Mayor. Such reports shall be public records;
- (n) *Nonessential positions.* To aid the [m]Mayor and Alderpersons[aldermen], and the several appointing officers, in determining the numbers and kinds of positions needed to carry on the [e]City's business and in discovering and labeling unnecessary positions in order that they may be designated as supernumerary, so that they may be eliminated as opportunity affords for transfer of the employees to other positions, under the provisions of this [a]Article, and so that, as they become vacant, steps may be taken to keep them from being filled;
- (o) *Assistance to appointing authorities.* To aid the [m]Mayor and Alderpersons[aldermen], and appointing authorities in all practicable ways in handling other personnel matters relating to positions under their jurisdictions; and
- (p) *Additional powers and duties.* To do all other and further things necessary or proper for making effective the provisions of this [a]Article and all rules and ordinances adopted in pursuance thereof, and not inconsistent therewith, whether of the same kinds as those specified in this [s]Section, or of different kinds. The power of the [d]Director to make effective the provisions of this [a]Article and of ordinances shall not be deemed to be contingent on the adoption of rules but, in the absence of rules that are applicable, [he]the **Personnel Director** shall have power to take such action, not inconsistent with this [a]Article or with ordinances pursuant thereto, as may be reasonably necessary and proper to effectuate the purposes thereof.
- (q) The [p]Personnel [d]Director may be removed from office only upon charges of nonfeasance, malfeasance, or misfeasance in office and after a public hearing to be held not less than ten days after notice to the [d]Director accompanied by a statement in writing of the specific acts charged. The [p]Personnel [d]Director

may be represented by an attorney and shall be entitled to present witnesses in ~~[his]~~*the Personnel Director's* defense. The public hearing shall be conducted by the ~~[e]~~Civil ~~[s]~~Service ~~[e]~~Commission. At the conclusion of the hearing, the ~~[e]~~Commission shall recommend to the ~~[m]~~Mayor whether or not the ~~[p]~~Personnel ~~[d]~~Director shall be removed from office. The ~~[m]~~Mayor shall have the power to accept or reject the recommendation of the ~~[e]~~Civil ~~[s]~~Service ~~[e]~~Commission and **the Mayor's ~~[his]~~** decision shall be final.

Section 10 - Selection of examiners and assistants; qualifications of employees.

The ~~[d]~~Director of ~~[p]~~Personnel may select suitable persons in the service of the ~~[e]~~City, with the consent of the appointing authorities, under whom such persons serve, to act as examiners under ~~[his]~~*the Personnel Director's* direction or otherwise to assist in the administration of this ~~[a]~~Article and the rules and ordinances adopted thereunder. It shall be deemed part of the official duties of all employees so selected, to render such services without extra compensation ~~for such~~~~[therefor]~~ and in addition to other qualifications required by this ~~[e]~~Charter, all officers and employees, except day laborers, and except in such cases requiring scientific, mechanical, professional, or educational qualifications as may be determined by the ~~[e]~~Civil ~~[s]~~Service ~~[e]~~Commission, must have resided in the ~~[e]~~City for at least one **(1)** year and failing or ceasing so to reside, shall forfeit their office or employment.

Section 11 - Offices and facilities to be provided; unauthorized compensation.

It shall be the duty of all employees of the ~~[e]~~City to allow the reasonable use of public buildings, and to heat and light them as conditions may require, for holding examinations, and in all other proper ways to facilitate the holding of such examinations. All employees of the ~~[e]~~City shall grant the ~~[d]~~Director of ~~[p]~~Personnel and any agent authorized by ~~[him]~~*the Director* free access to the premises, and the records relating to employees, under their control, during the usual business hours, and shall furnish them such facilities, assistance, and information as may be required in carrying into effect the provisions of this ~~[a]~~Article and the rules and ordinances adopted thereunder. After notice to the ~~[e]~~Comptroller by the ~~[d]~~Director that any person is employed or is proposed to be paid as an employee in the classified service in any amount not provided for under the provisions of this ~~[a]~~Article and any rules and ordinances in effect not inconsistent therewith, the ~~[e]~~Comptroller shall be charged with notice thereof and shall not approve any further payment to such person except in accordance with such provisions.

Section 12 - Status of persons employed by *the* ~~[e]~~City when ~~[a]~~Article takes effect.

Every person who, when this ~~[a]~~Article takes effect, is legally occupying, by regular appointment thereto, a position placed by this ~~[a]~~Article in the classified service, shall be entitled to continue to occupy such position, without further examination for such employment, and shall become subject to the provisions of this ~~[a]~~Article, including the provisions relating to service rating, with the same effect as though ~~[he]~~*such person* had been appointed to the position occupied, under the provisions of this ~~[a]~~Article. The provisions of this ~~[s]~~Section also shall apply to all persons who, on the date of acquisition of any public utility hereafter acquired by the ~~[e]~~City, are regularly employed by such utility.

Section 13 - Liability of officers and sureties for payment of unauthorized compensation.

No claim of any person appointed or employed contrary to the provisions of this ~~[a]~~Article or the rules and ordinances thereunder, whose payroll or account is refused approval or payment, shall be paid by the ~~[e]~~City, but the

officer or officers appointing or employing, or attempting to appoint or employ any such person, and the sureties on ~~[his or their]~~the officer's or officers' official bonds, shall be liable jointly and severally for the amount due to such person by reason of such employment or purported employment. No officer, during the time of ~~[his]~~the officer's official service or thereafter, or ~~[his]~~the officer's surety, or other person on behalf of either, shall be reimbursed by the ~~[e]~~City for any sum so paid or recovered. The ~~[e]~~City ~~[e]~~Counselor, or special counsel designated as ~~such~~[therefor] by the ~~[b]~~Board of ~~[a]~~Aldermen, shall prosecute such actions as may be necessary to recover any sums paid contrary to the provisions of this ~~[a]~~Article from any officer or officers making the appointment or continuing the employment on which such payment was based, in contravention of the provisions of this ~~[a]~~Article or of the rules and ordinances made in pursuance thereof, or any officer signing or countersigning or authorizing the signing or countersigning of any order or warrant for payment, or making any payment, ~~[therefor,]~~ or from the sureties of any such officer or officers on their official bonds.

Section 14 - Examinations for licenses.

The ~~[d]~~Department of ~~[p]~~Personnel, by agreement with any other department or other agency of the ~~[e]~~City government, may conduct examinations to determine the qualifications of applicants for licenses issued by such department or other agency, and certify the results thereof, subject to reimbursement of the reasonable costs of such service by transfer from the appropriations of the agency served to those of the ~~[d]~~Department of ~~[p]~~Personnel.

Section 15 - Unlawful conduct relating to examinations.

No person shall willfully, ~~[by himself]~~alone or in cooperation with any other, defeat, deceive or obstruct any person in respect to ~~[his]~~such person's rights in relation to any tests of fitness or appointment to any position under the provisions of this ~~[a]~~Article, and any rules or ordinances made thereunder, or shall willfully and falsely mark, grade, estimate or report upon the tests of fitness or proper standing of any person tested or certified pursuant to the provisions of this ~~[a]~~Article or the service ratings of any employee, or aid in so doing, or shall willfully make any false representation concerning the same, or concerning any person tested, or shall willfully furnish to any person any special or secret information for the purpose of either improving or injuring the prospect or chances of any person in connection with any test or appointment, or shall impersonate any other person or permit or aid in any manner any other person to impersonate them~~[him]~~, in connection with any test or appointment, or application or request to be examined.

Section 16 - Racial, political and religious discrimination forbidden.

No recommendation or question under the authority of this ~~[a]~~Article shall relate to the race, political or religious opinions, affiliations or service, of any person. No person shall be appointed to a position in the classified service hereunder, nor be demoted, re-employed, promoted, removed, increased or reduced in compensation, nor in any other way be favored or discriminated against in any matter within the purview of this ~~[a]~~Article, because of ~~[his]~~such person's race, political or religious opinions, affiliations or service.

Section 17 - Political assessments and contributions.

No person in the classified service shall be under any obligation to contribute to any political fund or to

render any political service, and no such person shall do so or be removed or otherwise prejudiced for refusing to do so. No person in the [e]City service shall discharge or promote or reduce, or in any manner change the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use [his-]official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution, or service. Every such person who may have charge or control of any building, office or room occupied for any purpose of the government of the [e]City, is hereby authorized to prohibit the entry of any person, and [he]such person in charge or control shall not knowingly permit the entry of any person, for the purpose of therein making, collecting, receiving, or giving notice of, any political assessment, subscription or contribution; and no person shall enter or remain in any such office, building, or room, or send or direct any correspondence~~[letter or other writing]~~ thereto, for the purpose of giving notice of, demanding, or collecting a political assessment, subscription, or contribution, nor shall any person therein give notice of, demand, collect, or receive any such assessment, subscription, or contribution; no person shall prepare or make out, or take any part in preparing or making out, any political assessment, subscription, or contribution with the intent that it shall be sent or presented to or collected from any employee in the classified service, and no person shall knowingly send or present any political assessment, subscription, or contribution to, or request its payment of, any such employee.

Section 18 - Promises of official influence to affect political action.

No person, while holding any [e]City office, or while in nomination or seeking nomination to appointment to any such office, shall corruptly use or promise to use, directly or indirectly, any official authority or influence, possessed or anticipated, to confer upon any person, or to secure or aid any person in securing, any office or public employment, or any nomination, confirmation, promotion, or increase of salary, upon the consideration or condition that the vote or political influence or action of any person shall be given or used in behalf of any candidate, officer, or party, or upon any other corrupt condition or consideration. No person, being an officer of the [e]City, or having or claiming any such authority or influence, in relation to the nomination, employment, confirmation, promotion, removal or increase or decrease of salary, of any employee, shall corruptly use, or promise or threaten to use, any such authority or influence, directly or indirectly, to coerce or persuade the vote or political action of any person, or the removal, discharge, or promotion of any employee of the [e]City.

Section 19 - Political activity of classified employees.

No person holding a position in the classified service shall use [his-]official authority or influence to coerce the political action of any person or body, or to interfere with any election, or shall take an active part in a political campaign, or shall seek or accept nomination, election, or appointment as an officer of a political club or organization, or serve as a member of a committee of any such club or organization, or circulate or seek signatures to any petition provided for by any primary or election law, or act as a worker at the polls, or distribute badges, color, or indicia favoring or opposing a candidate for election or nomination to a public office, whether federal, state, county, or municipal. But nothing in this [s]Section shall be construed to prohibit or prevent any such person from becoming or continuing to be a member of a political club or organization or from attendance upon political meetings, from enjoying entire freedom from all interference in casting their[his] vote, from expressing privately their[his] opinions on all political questions, or from seeking or accepting election or appointment to public office, provided, however, that no active campaign for election shall be conducted by any employee unless [he]the employee shall first resign from [his]the employee's position with the City.

Section 20 - Leave to be granted for the purpose of voting.

On any election day which is not a state or national holiday, the offices of the [e]City shall remain open for business. All employees shall be entitled to vote and whenever necessary may be granted not more than four (4) hours' leave with pay for the purpose of voting.

Section 21 - False statements under oath.

No person knowingly and willfully shall make under oath any false statement in any application or other statement filed with, or in any proceeding before, the [d]Director of [p]Personnel, or the [e]Civil [s]Service [e]Commission, or in any investigation conducted by the [d]Director or the [e]Commission.

Section 22 - Penalties for violation.

Any person who shall willfully or through culpable negligence violate or conspire to violate any provision of this Article or of any ordinance made pursuant theretofore which no other punishment is provided herein, shall be guilty of a misdemeanor, and, upon conviction thereof in any court of competent jurisdiction, shall be punished by a fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) or by imprisonment for not to exceed six (6) months, or both, in the discretion of the [e]Court. The conviction of any employee of any such offense shall operate automatically to terminate [his]the employee's service and to vacate their[his] position. Any employee so removed from the service shall not be reinstated, reemployed or reappointed, or in any other manner re-enter the service of the City of St. Louis for a period of five (5) years from the date of such conviction, and the [e]Comptroller and any other fiscal officers responsible for payment of any compensation to such person are hereby charged with notice thereof. Nothing in this [s]Section shall be construed to supplant or in any way affect any prosecution that may be elected to be initiated under any other provision of law relating to the nonfeasance, malfeasance, or misfeasance of public officers.

Section 23 - Compliance with [a]Article and civil service rules.

It shall be the duty of all employees to conform to and comply with, and to aid in all proper ways in carrying into effect, the provisions of this [a]Article, and the rules and ordinances prescribed thereunder. Whenever the [d]Director of [p]Personnel shall make any order under the provisions of this [a]Article or in accordance with any rules or ordinance thereunder, the employee to whom such order is directed shall forthwith comply with the terms and provisions thereof, and any failure or neglect on the part of such employee properly to satisfy or meet the requirements of such order without sufficient justification[therefor], shall be construed as grounds for [his]an employee's removal, subject to all rights of appeal and review provided by this [a]Article or by ordinance or law.

Section 24 - Legal remedies for payment of unauthorized compensation.

The [e]City [e]Counselor, or special counselor designated as such[therefor] by the [b]Board of [a]Aldermen, on complaint of any officer or employee of the [e]City or of any taxpayer, shall prosecute, and of the City Counselor's [his] own motion may prosecute, such action as may be appropriate to restrain the payment of salary or other compensation to any person appointed to or holding any position in violation of any of the provisions of this [a]Article or the rules and ordinances thereunder, or to recover any payment so made, and such right shall not be

limited or denied by reason of the fact that such position shall have been classified as, or determined to be, not subject to competitive tests. All money recovered in any action brought under the provisions of this [s]Section shall, when collected, be paid into the treasury of the [e]City.

Section 25 - Investigatory powers of [d]Director; payment of witnesses.

In the course of any hearing, investigation, or tests of fitness conducted under the provisions of this [a]Article, the [d]Director of [p]Personnel and any other person authorized by [him]the Director as [his]the Director's representative for such purposes, shall have power to administer oaths, to subpoena and require the attendance of witnesses within the [e]City and the production by them of documents~~[books and papers]~~ pertinent to any matter of inquiry and to examine such witnesses under oath, in relation to any matter properly involved in such proceeding. For such purposes, the [d]Director or [his]the Director's authorized representative may invoke the power of any court of record in the [e]City, or judge thereof, in term time or vacation, to compel the attendance and testifying of witnesses and the production of documents~~[books and papers]~~ in compliance with such subpoenas. All witnesses so subpoenaed, who are not employees of the [e]City, shall be entitled to the same fees as are allowed in civil cases in courts of record, which shall be paid upon vouchers approved by the [d]Director of [p]Personnel from the appropriations of the [d]Department of [p]Personnel on the audit and warrant of the [e]Comptroller.

Section 26 - Effect of established titles and rates of pay.

The titles and rates of pay of any positions in the classified service, as set forth in any ordinance or appropriation now or hereafter in effect, shall be deemed to be permissive only, authorizing positions that might properly be designated by such titles and compensated at such rates if so constituted that such titles and rates would apply under the provisions of this [a]Article, but not as mandatory in requiring that such titles shall be used to designate such positions to the exclusion of all others or that payments shall be made at such rates, irrespective of the true nature of the positions existing by virtue of such authority and of whether such titles and rates are appropriate to the positions as actually constituted.

Section 27 - Partial invalidity of provisions.

If any part of this amendment is held by competent authority to be invalid, every other part thereof not so held, shall continue in full force and effect as though such invalid part had not been included therein.

Section 28 - Repeal of inconsistent provisions.

All provisions of the [e]City [e]Charter and ordinances and rules thereunder, or parts thereof, inconsistent with this amendment, are hereby repealed.

Section 29 - Powers and duties of [e]Efficiency [b]Board~~[-vested in personnel board]~~.

All powers and duties delegated to the [e]Efficiency [b]Board by this [e]Charter which are not specifically repealed by this amendment are preserved in full force and effect to the [p]Personnel [d]Department.

Section 30 — Effective date.

~~This amendment shall take effect immediately, except that payrolls may be certified and payments be made thereon, under the provisions of previously existing charter provisions, and ordinances and rules, applicable thereto, during such temporary period not to exceed one year as is necessary, in the opinion of the civil service Commission, to provide for the Director of Personnel, the rules, the classification and compensation plans, the ordinances, the allocation of the existing positions to their appropriate classes and the fixing of the rates of compensation thereunder, and the forms and procedures, necessary for full compliance with the provisions of this Article.~~

Section 30 - Fire [~~d~~]Department.

- (a) Notwithstanding any other provisions of this [~~e~~]Charter or ordinances of the City of St. Louis to the contrary or in conflict herewith, the following designated ranks and positions of members and employees of the [~~f~~]Fire [~~d~~]Department of the City of St. Louis shall for the purposes of compensating said members and employees of said [~~f~~]Fire [~~d~~]Department by salaries for their duties be equivalent to and correspond with the ranks and positions of officers of the police force of the City of St. Louis hereinafter set forth beside each respectively, and the salaries of said designated ranks and positions of members of the [~~f~~]Fire [~~d~~]Department of the City of St. Louis shall from and after the effective date of this [~~s~~]Section and thereafter not be less than the salaries provided by law for the said equivalent and corresponding ranks and positions of officers of the police force of the City of St. Louis, set forth beside each respectively:

<i>Fire Department Rank or Position</i>	<i>Police Force Rank or Position</i>
Fire Chief	Chief of Police
Deputy Fire Chief	Lieutenant Colonel, other than Assistant Chief of Police
Battalion Fire Chief	Major
Fire Captain	Lieutenant
Fire Equipment Dispatcher III	Lieutenant
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than twenty <u>(20)</u> years in the Fire Department	[Patrolman] <u>Police officer</u> who has served more than twenty <u>(20)</u> years as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than fifteen <u>(15)</u> years in the Fire Department.	[Patrolman] <u>Police officer</u> who has served more than fifteen <u>(15)</u> years as a [patrolman] <u>police officer</u>

Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than ten <u>(10)</u> years in the Fire Department.	[Patrolman] <u>Police officer</u> who has served more than ten <u>(10)</u> years as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than five <u>(5)</u> years in the Fire Department	[Patrolman] <u>Police officer</u> who has served more than five <u>(5)</u> years as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than four <u>(4)</u> years in the Fire Department.	[Patrolman] <u>Police officer</u> who has served more than four <u>(4)</u> years as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than three <u>(3)</u> years in the Fire Department.	[Patrolman] <u>Police officer</u> who has served more than three <u>(3)</u> years as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than two <u>(2)</u> years in the Fire Department	[Patrolman] <u>Police officer</u> who has served more than two <u>(2)</u> years as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who has served more than one <u>(1)</u> year in the Fire Department	[Patrolman] <u>Police officer</u> who has served more than one <u>(1)</u> year as a [patrolman] <u>police officer</u>
Fire Fighter, Fire Equipment Dispatcher I and II and Fire Prevention Inspector who is serving in <u>their</u> [his or her] first year in the Fire Department	[Patrolman] <u>Police officer</u> who is beginning <u>their</u> [his or her] first year as a [patrolman] <u>police officer</u>

- (b) All provisions of the ~~[e]City~~ ~~[e]C~~harter and ordinances and rules thereunder or parts thereof, inconsistent with this amendment are hereby repealed.

Article XIX - FRANCHISES

Section 1 - Limitations on grant; powers reserved to ~~[e]City~~; ordinances required; incidental regulations.

All grants or renewals of franchises shall be subject to the right to amend, alter or repeal the same in whole or in part, and to forfeit the same at any time for misuse or nonuse; and subject always to the ~~[e]City~~'s power of taxation and its authority to regulate rates, quality of use, service, and products and methods of conduct and operation; subject also to the right of the ~~[e]City~~ at the end of ten (10) years after the beginning of operation and at the end of every five (5) year period thereafter, at its option to be exercised by ordinance, to acquire the plant and property used in the

operation of the franchise, upon terms and conditions to be ascertained in the manner provided in the granting or renewing ordinance, but in no event is the franchise itself to enter as an element into such compensation. Upon such acquisition the franchise shall cease. Every such grant shall cease unless construction thereunder is begun within the time specified in the ordinance and completed with reasonable speed, and no grant shall be exclusive or for a longer term than fifty (50) years.

Any ordinance granting or renewing a franchise may also provide for regulating, from time to time, the amount of capitalization, indebtedness and expenditure of the grantee or assignee in operating thereunder. Such ordinance may also provide that the franchise shall be sold at public sale, and nothing in any such ordinance shall prevent the [e]City from acquiring the property of any such utility by condemnation proceedings or in any other lawful way subject to the limitation of time herein provided.

Every grantee of a franchise for any public utility shall keep such reports of its finances and operation as may be prescribed by ordinance, and the [e]City may at any time examine its records and accounts.

No ordinance granting or renewing a franchise shall be adopted until a report thereon in the form in which it is put upon its adoption has been made to the [b]Board of [a]Aldermen by the [b]Board of [p]Public [s]Service with its recommendations as to the action that should be had thereon, nor until the bill and the report of the [b]Board of [p]Public [s]Service, or a fair summary thereof, shall have been published as provided by ordinance.

No franchise shall be assignable except with the [e]City's approval expressed by ordinance.

Section 2 - Control of public utilities.

The [b]Board of [a]Aldermen shall at all times have full power, to be exercised by ordinance, over all public utilities now or hereafter existing in the [e]City, and may regulate the charges for the use, service or product thereof and establish whatever requirements may be necessary to secure efficient use, service or products, and no terms or conditions contained in any grant shall limit or impair this power.

Section 3 - Conditions of grant or renewal.

The [b]Board of [a]Aldermen shall, in the granting or renewal of any franchise as herein provided, prescribe or provide for the character of construction and equipment; the kind and quality of use, service or product to be furnished; the rate to be charged for such~~[therefor]~~; manner in which the streets, public grounds or other public property shall be used or occupied; and any other terms and conditions in the interest of the public, including, among others, provision for compensation to the [e]City for the use of such streets, public grounds or property based on a share in the gross or net receipts or on the number of passengers transported or number of cars owned or operated or on any one (1) or more of such bases or any other basis or bases.

Section 4 - Maintenance of streets by street railroads.

Street railroad companies shall keep the street between the rails and between the tracks and to the extent of at least twelve (12) inches outside of each rail in perfect repair, and as nearly on a level with such rails as practicable, and that portion outside the rails shall be of the same material as the street itself or such other material as may be approved by the [b]Board of [p]Public [s]Service, and give such bond or other security for compliance with the provisions of this [s]Section as may be provided by ordinance.

Section 5 - Use of tracks of one street railroad by another.

Any street railroad company shall have the right to run its cars over the track of any other street railroad company in whole or in part, upon the payment of just compensation for the use thereof, under such rules and regulations as may be provided by ordinance.

Article XX - LICENSES TAXES

Section 1 - Subjects of taxation.

License taxes may be imposed by ordinance upon the following business avocations, pursuits, callings, animals, or things, and upon agents, agencies, brokers, contractors, or subcontractors connected therewith; and upon any sale, rental, leasing, hiring, or services rendered in connection with any of the subjects, objects, or classifications thereof hereinafter enumerated:

abstractors, certifiers, or guarantors of land titles; accountants; acetylene gas; accounting machines; acides; acoustical supplies; addressing businesses; adjusters of claims; advertising advisors, composers, or writers; advertising of any kind or by any means; aerial surveying; air compressors; air conditioning equipment or systems; aircraft; aircraft transportation; airports or airstations; alleys; aluminum products; ambulances; amusement devices; amusement parks; amusement ticket brokers or sellers; animal shows; antique dealers; appraisers; apron supply; aquariums; architects; arenas; armature rewinding; art galleries; art glass; artists; asphalt work; assayers; athletic, boxing, sparring, or wrestling exhibitions of contests; auction criers; auctioneers; automobiles; automobile dealers; automobile livery; automobile shows; awnings;

baby sitter agencies; badminton or tennis courts; bail bondsmen; bankers; banks and bankers; barber or beauty shops; barge lines and terminals; baseball parks; bath houses; battery charging; beds; bees; beer depots or store rooms; beer or wine gardens or taverns; bicycles; billboards or bill posters; billiard or pool tables, or other tables or instruments used for amusement; blacksmith shops; bleaching, cleaning, dyeing, or pressing; blue print or photostat makers; board, livery, or sales stables; boarding, lodging, or rooming houses; boilers; boiler cleaning, inspecting, or setting; bond brokers; bonding or surety companies; books; bookbinding; bookkeeping; bottle exchanges; bottling plants; bowling or ball alleys; brewers or breweries; brickwork; bridges; buffing, grinding, or polishing; building; building, house, or window cleaners; building management, operation, or maintenance; building materials; building or house moving, raising, shoring, or wrecking; buildings, or savings and loan associations; building reports; burial vaults; buses; business machinery; business brokers; butane and butane appliances; buyers' agents or agencies;

cables; calculating and tabulating machines; cameras; carnivals; carpentry; carpets; carters or draymen; cash registers; caterers; caulking; cement or concrete work; cemeteries; chairs or tables; charity solicitation; chauffeurs; check cashing; check rooms; chemicals; chemists; children's nurseries; chimney cleaning; chiropodists; chiropactors; cigarettes and tobacco of all kinds; circuses; claim agents; clairvoyants; clearing houses; clinics; clothing; coal; coin-operated dispensing machines; cold, garment, household goods, locker, lot, or merchandising storage; collectors of accounts or claims; commission merchants or agents; commodity brokers; compressed air; concerts; confections; contract haulers; contract tailors; contractor's equipment; convalescent or nursing homes; correspondence schools; cosmetics; costumes; cranes; credit associations, bureaus, or agencies; crematories; culverts; curb market merchants; customhouse brokers;

dairies; dance halls and studios; dealers or distributors of goods, wares, or merchandise; decorating; delivery

of goods, baggage, or parcels; dentists; desiccating; designers; desks; detectives, detective agencies, investigators, or finders of missing persons; development companies; diapers; die cutting; dish washing machines; distillers or distilleries; docks, piers, wharves, or other landing places; dogs; dog kennels; dramshops; dredging; drilling; drivers of motor vehicles; druggists; drummers or salesmen; duplicating and duplicating machines and processes; electricity and electric appliances;

electric or compressed hammers; electrical transcription; electrical work; electrologists; electronics; electronic equipment; electroplating; embossing; enameling elevators; embalmers; employment agencies; engines; engineers, when not covered by State license; engravers; escrow service in land transfers; excavating; excursion boats; exhibitions; exporters or importers; express companies;

fans; farmers' markets; feather renovating; feed brokers; ferries or other boats; fertilizers; filling or service stations; film developing; filters; finance or loan companies; financial brokers; financing; firearms; fire escapes; fire or burglar alarm systems; florists; floor refinishing or maintenance; floor surfacing machines; flooring; fluorescent lighting maintenance; food markets; food processors; food product brokers or peddlers; foundations; freight or other forwarders; freight transfer, or other warehousing; fruit brokers or peddlers; fumigators; funeral directors; furnaces; furniture; furniture refinishing; furriers;

galvanizing; garages, garbage removers; gas and gas appliances; gasoline; gauges; gaugers; geologists; gift, premium, or trading stamp enterprises; gold refiners, or goldsmiths or silversmiths; golf courses, driving ranges, and any other golf enterprises; grading; grain brokers; grain elevators; grinding or sharpening; gunsmiths; guttering or spouting; gymnasiums, health institutes, or reducing parlors;

halls; hardware; hauling; hawkers; hucksters, or peddlers; heating; hoisting; home building; horses; horse shoers; hospitals, sanatoriums, or sanitariums; hotels; hotel or restaurant equipment;

ice; incinerators; income or other tax returns or tax services; industrial, professional, and technical instruments; information or inspection bureaus; inspectors; installation, with or without sale; insurance companies; insurance inspection bureaus; insurance, railroad and other rating bureaus; inter-communicating systems; interpreters; investment brokers; investment or trust companies; itinerant vendors, traveling, or auction stores; itinerant wholesale produce dealers;

janitor service; jewelry; job wagons; jobbers; junk dealers, merchants, or peddlers;

kalsomining; kitchen equipment;

labor or public relations counselors; laboratories; laboratory equipment; lamps; landscaping; land clearing; lathing; laundries, and self-service laundries; lawnmowers; leather goods; lenders on chattel mortgages; lifting jacks; lightning rods; linen supply; linoleum laying; linotyping; liquor; liquor dealers, wholesale or retail; lithographers; loan brokers; locksmith; lumber; lumber measurers; lunch stands, counters, or wagons;

machine shops; machinery of all kinds; machinery designing; magazines; mail order houses; mailing; manicurists; manufacturing; market places; market research; masseurs; mattress renovators; mausoleums; meat brokers; meat choppers; medical supplies; mercantile agents or agencies; merchandise brokers; merchants; merry-go-rounds; messengers; metal finishing,

spraying, or stamping; microfilming; midwives; millwrighting; mimeographing; mining companies; mirror resilvering; money transportation; monuments; motels; moth proofing; motion picture projecting equipment; motors; motor scooters; motor vehicles or parts thereof; motor vehicle oiling, repossessing, steam cleaning, towing, washing, wheel aligning, or wrecks; motorcycles; moving picture exhibitions or shows; moving picture film producers, distributors, exchanges, or rental establishments; multigraphing; multilithing; museums; music arrangers or bureaus;

musical instruments;

natural gas companies; navigation companies or steamboat lines; news agents, dealers, or distributors; news service or bureaus; newspapers, newspaper publishers, agents, dealers, or distributors; nuclear or atomic devices or services; numbering machines; nursery schools; nurseries or nurserymen; nursery stock; nursing service;

office buildings; office coats, overalls, towels, uniforms, or work clothes supply; office equipment; oil companies; oil cutting or reclaiming; oil, mining, or other stocks; oil or gas burners or stockers; operatic, theatrical, or other performances; opticians; orchestras or bands; organs; ornamental work; oxygen; oxygen tents; optometrists; osteopaths;

packing or slaughter houses; paint sprayers; painting; paper; paper hanging; parades; parking facilities; parking lots; passenger stations or terminals; patent right brokers; patrol, guard, or watchman services; pattern making; paving; pawnbrokers; payroll service; pension plan services; pest exterminators; pharmaceutical supplies; pharmacists; phonographs; photocopying; photograph finishing; photographers; physical therapy; physicists; pianos; pile driving; pipe bending, cleaning, cutting, or threading; pipe lines; pipes, poles, wires, or conduits of public utility companies; planographers; plants and seeds; plastering; plastics; plating; plumbing or gas fitting; pneumatic tubes; portable saws; postage stamp and coin dealers; poultry shows; power piping; power plants; prefabricated buildings; press clipping bureaus; printing establishments; printing presses; private institutions; processors; produce brokers; propane and propane appliances; public address systems; public amusements and entertainments; public carriers; public garages; public halls; public lecturers; public movers; public scales and weighers; public utilities; public vehicles; publishing companies; pumps; push carts;

quarries;

race tracks; radios; radio equipment; radio or television broadcasting stations; railroads; railroad or tank cars; railway traffic; ready-mixed concrete; real estate management; real or personal property; recording equipment; rectifiers; refineries; refrigerating companies; refrigeration or refrigeration systems; rendering plants; rentals; research bureaus; restaurants; rigging; roads; road oiling; roofing; rubber products; rugs; runners;

safes; safe depositories; salary brokers or buyers; sales counseling; sand blasting; sash metal; sashing; saws; scaffolds; scales; scalp treaters; schools and academies of art, business, dancing, dramatics, expression, language, music, and riding; scrap metal brokers; sellers' agents or agencies; selling or storing gasoline; service cars; service car drivers; sewers; sewing machines; sheet metal stamping or other work; shippers; shoes; shoe machinery; shoe shining parlors; shooting galleries; sidewalks; sidewalk markets; sightseeing tours; signs; silverware; skating rinks; slicing machines; slot machines; smelters; smoke stacks; soda fountains; soft drinks; solicitors; sport events or exhibitions; sporting good; sprinkler systems; stairs; statisticians; statuary; steam-fitting; steamships; steel brokers; steel erection; steel shearing; stock or merchants' exchanges; stock brokers; stockyards; stokers; stone work; storage houses; store or office fixtures; stoves; streets; street lighting; street railways; street railway cars; street stands; surgical instruments; surveying instruments; surveyors; swimming pools;

tailors; tanks; tanners; tape machines; tariff bureaus; tattooing; taxicabs; taxicab drivers; taxidermists; technical and trade schools or colleges; television ~~sets or~~ equipment; tents; terrazzo or tile work; textiles; theatre sound equipment; theatrical bookings; therapeutic devices; ticket agents; tile; tin work; tires; toll bridges or viaducts; tools; trailers; trailer or tourist camps or courts; transfer companies; translating services; transportation companies; transportation tickets; travel or traffic bureaus; trenches; trucks; truck terminals; trust companies; tube cleaning or expanding; tuck pointing; turbines; typewriters; typing or secretarial work; typographers or typesetters;

umbrellas; underwriters; upholsterers; upholstering; ushering;

vacuum cleaners; vaults; vehicles; vending machines; ventilation; veterinary hospitals; vulcanizing;

wall paper cleaning; washing machines; watches; watchmen; water coolers; waterproofing; water works; weather stripping; welding; welding equipment; windows; window displays; window equipment; wine manufacturers; wineries; wire products; wood workers; wreckers; and wrought iron.

Section 2 - Tax on branch establishments.

A separate license tax may be imposed for each place of business conducted or maintained by the same person, firm or corporation.

Section 3 - Uniform tax for each class.

Any ordinance imposing a license tax may divide and classify any subject of such taxation, and may impose a different tax upon each class, but the tax shall be uniform for each class.

Article XXI - EMINENT DOMAIN

Section 1 - Initiation of proceedings.

~~[Condemnation of (and) or damage to]~~The City may condemn private property, real or personal, or any easement or use therein or restriction of the use thereof for public use, ~~[shall be effected]~~through the procedures as herein provided and as may be further provided by ordinance not inconsistent with this ~~[e]C~~harter or through any statutory procedures available to the City.

- (a) *Petition.* Upon the ~~[b]B~~oard of ~~[a]A~~ldermen providing by ordinance recommended by the ~~[b]B~~oard of ~~[p]P~~ublic ~~[s]S~~ervice, (1) for the appropriation of any private property or any easement, use, right or interest therein, or (2) damage by reason of establishing or changing the established grade of any public street or alley or restriction of the use thereof, for any public use, or (3) for any public improvement or work which will damage private property, the ~~[e]C~~ity ~~[e]C~~ounselor, in the name of the ~~[e]C~~ity, shall apply promptly and in no event later than six ~~(6)~~ months after such ordinance is effective to the ~~[e]C~~ircuit ~~[e]C~~ourt ~~[of the eighth judicial circuit]~~, or to any judge thereof in vacation by petition setting forth the general nature of the public use for which the property is to be appropriated, damaged or restricted, a description of the property and the estate or interest therein or restriction of the use thereof in each instance which the ~~[e]C~~ity seeks to appropriate, damage or impose, and praying the appointment of three ~~(3)~~ disinterested ~~[e]C~~ommissioners to assess damages and benefits as hereinafter provided, to which petition the owners shall be made defendants by name, if known, and if unknown, by describing their claims and interests in such property and how derived by them.
- (b) *Parties defendant.* If the action affects the property of persons under guardianship, the guardians shall be made defendants; if the property of married persons, their consorts shall be made defendants; if an estate or interest less than a fee, the persons having the next vested estate in remainder or reversion shall be made defendants or their interests will not be bound; but only persons in actual possession of

and claiming title or who have record title appearing upon the proper records of the [e]City to property affected, need be made defendants.

- (c) *Notice.* Notice of the filing of the petition, describing the property to be taken, damaged or restricted, shall be filed and recorded in the [o]Office of the [r]Recorder of [d]Deeds, otherwise purchasers of such property shall not be bound by the proceedings under the petition, provided that whenever the [b]Board of [p]Public [s]Service of said [e]City shall by order designate the established grade of any street, boulevard, parkway, alley or other highway proposed in said ordinance to be opened, established or widened, damages and benefits, because of the establishment of such grade, may be ascertained and determined together with and in the same proceeding as the damages and benefits with respect to said opening, establishment or widening; in which case said established grade shall be set forth in the petition or in an amended petition.
- (d) *Resubmission of ordinance.* Where the improvement is a major highway or traffic artery, and is so designated in the ordinance, said ordinance may provide that in case the total damages, as finally determined by the [e]Court, to be awarded for property damaged or taken, shall exceed a sum stated in such ordinance then said ordinance shall be resubmitted to the [b]Board of [a]Aldermen. Pending action by them, final judgment in the cause shall not be entered for at least four (4) months after such final determination of damages.

Section 1-A Information to be filed by the[b]Board of [p]Public [s]Service.

Whenever an ordinance providing for the appropriation, taking, damaging, or restricting the use of private property is pending before the [b]Board of [a]Aldermen, the [b]Board of [p]Public [s]Service shall upon request of the [b]Board of [a]Aldermen cause to be prepared an estimate of the total damages to be occasioned by said public work or improvement, an outline of the suggested benefit or taxing district, and an estimate of the probable maximum aggregate of benefits to be assessed therein, together with a general explanation of the manner in which such aggregate of benefits was determined.

Section 2 - Issuance and service of summons.

Upon the filing of the petition, summons shall be issued, giving the defendants at least ten (10) days' notice of the hearing on the petition; and ~~[the city marshal shall serve such]~~summons shall be served in the manner of civil suits and make return as required by law for service and return of writs of summons. If the name or residence of any owner be unknown, or if any owner does not reside in the [s]State, or cannot be found within the [s]State, a notice giving the general nature of the petition, with a description of the property of such unknown or nonresident owners, or owners who cannot be found within the [s]State, and the day fixed for the hearing, shall be published once each week for four (4) consecutive weeks, the last publication to be at least ten (10) days before the hearing in a newspaper qualified by law to publish such notices and advertisements, or such notice may be published in the manner required by statute for condemnations by municipalities.

Section 3 - Commissioners, appointment, duties.

The permanent condemnation [e]Commission and the offices thereof are hereby abolished, provided, however, that any present duly appointed and acting [e]Commissioners shall continue to serve as though appointed as provided hereunder for the purposes of carrying out the responsibilities and duties of such [e]Commissioners in any

proceeding instituted under ~~[a]~~Article XXI of this ~~[e]~~Charter prior to the effective date of this amendment.

The ~~[e]~~Court, or a judge thereof in vacation, when notice has been given as herein above provided, shall appoint three (3) disinterested ~~[e]~~Commissioners ~~[freeholders-]~~who have been residents in the City of St. Louis for five (5) years ~~[next-]~~before their appointment to assess the damages and benefits in said condemnation proceeding.

The ~~[e]~~Commissioners shall familiarize themselves with the property involved in the said condemnation proceeding pending in the ~~[e]~~Circuit ~~[e]~~Court. They shall confer among themselves regarding the damages and benefits respectively involved in the said proceeding to the end that the greatest possible uniformity in the awarding of damages and the assessment of benefits may be achieved. The ~~[e]~~Court, or the judge thereof in vacation shall make such rules and regulations for the government of said ~~[e]~~Commission and the proceedings thereof as it may deem proper which said rules and regulations may from time to time be altered, amended, modified or rescinded. The ~~[e]~~Commissioners shall keep such records as they may determine advisable and shall hold their hearings publicly in some suitable place or places designated by the ~~[e]~~Court. It shall be the duty of the proper authorities to prepare and furnish said place or places and to provide for the proper lighting, heating and care of same and to furnish such facilities for the proper preservation of their files and records and do such other things as shall be proper to enable said ~~[e]~~Commissioners to properly discharge their duties. The court or judge, in designating such ~~[e]~~Commissioners, shall exclude from their consideration the assessment of all damages for the trial of which a jury has been duly demanded.

Such ~~[e]~~Commissioners shall enter upon their duties without delay, and shall make report within the time fixed by the ~~[e]~~Court, which time shall in no event exceed ninety (90) days, unless the ~~[e]~~Court is satisfied upon written application of the ~~[e]~~Commissioners, and a hearing thereof to be held by the ~~[e]~~Court within five (5) days after the filing of such application, that additional time be granted for good cause shown.

Any party entitled to and desiring trial by jury of its rights to compensation shall file in the cause, before the assignment of the ~~[e]~~Commissioners in each case, written demand for such~~[therefor]~~, including therein a description of its property to be taken or damaged, and failure so to do shall be a waiver of the right of trial by jury. Upon such demand being filed, the ~~[e]~~Court shall award a jury trial and proceed therewith as in trial of civil actions; but before final judgment shall be rendered on the verdict of the jury and before the ~~[e]~~Commissioners shall make their report, the ~~[e]~~Court shall certify the verdict of the jury to the ~~[e]~~Commissioners, and they shall include in their report, with their separate findings, assessments and awards, the damages as assessed by the jury, reciting the fact. The claims for damages of all parties demanding jury trial in any action under this ~~[a]~~Article shall be heard at the same time before one (1) jury. The ~~[e]~~Commissioners shall assess damages for property appropriated or damaged for the trial of which a jury is not demanded, as aforesaid.

Section 4 - Determination of damages; liability of benefited property.

It shall be the duty of the ~~[e]~~Commissioners, except as herein otherwise provided, in the condemnation or the damaging of property for highways, streets, boulevards, parkways, alleys, wharves, sewers, markets, public squares and parks, or widening or enlarging the same, or in the changing of grade of streets or other public ways or restricting the use of property or the making of other public work or improvements, to ascertain the value of property proposed to be taken and the actual damage done to private property or restriction of the use thereof, but no allowance shall be made for improvements begun on property after service of summons on or notice by publications to the owner thereof as herein provided; and the public work, improvement or use contemplated shall not be considered in determining the value of property taken. For the payment of all such damages the ~~[e]~~Commissioners shall assess against all the lots or parcels of property or interests therein especially benefited by the proposed public work or improvement, separately, and in the name of the several owners thereof, the amount that each such lot or parcel of property or interest therein so

assessed shall be especially benefited by the proposed public work or improvement, and against the [e]City the balance of the damages over and above the aforesaid special benefits assessed; provided, that in the opening of an alley there shall be assessed against the lots or parcels in the blocks in which the alley is opened benefits sufficient to pay all damages.

Section 5 - Property to be viewed; establishment of benefit or taxing district; publication of boundaries; report of assessment.

The [e]Commissioners shall view the property to be taken, damaged, restricted or assessed; fix the benefit or taxing district; publish, for ten (10) days before beginning their assessment, in said newspaper qualified by law to publish, such notices and advertisements the last insertion being at least five (5) days before the time named in such notice; and publish once a week for two (2) consecutive weeks in a newspaper of general circulation in the City of St. Louis, published for at least one (1) year, and printed in the English language, a notice of the boundaries of the benefit or taxing district and of the time and place at which they will assess such damages and benefits, and shall cause to be posted ~~by the city marshal~~, at least fifteen (15) days prior to the time designated, a copy of said notice in at least six (6) places exposed to public view within said district; they shall hear the evidence submitted by the parties interested; assess the damages as of the date said ordinance became effective, or as to any property added by an amendment to such ordinance as of the date upon which said amendment became effective; they shall have authority to examine under oath such witnesses as may appear; they shall make report, in which at least two (2) [e]Commissioners shall concur, of such assessment in writing and under oath to the [e]Circuit [e]Court. Such report shall be filed within the limit of the time fixed by the [e]Court, and shall set forth in brief and concise paragraphic form all findings of fact, when so directed by the [e]Court upon application of any interested party. In such report the compensation allowed and the benefits assessed against each owner shall be separately stated. When the [e]Commissioners both assess benefits and allow damages against any one (1) property owner they shall deduct the lesser from the greater.

Section 6 - Rights of [e]City upon payment of damages into court.

At any time after the [e]Commissioners file their report the [e]City may pay into court the amount of damages assessed, less benefits, if any, and thereupon it shall be entitled to take possession of or damage the property, assuming the lien of all general taxes not then payable on property actually appropriated.

Section 7 - Exceptions, review by court.

Within twenty (20) days from the filing of the [e]Commissioners' report, exceptions in writing thereto may be filed by any party interested, and upon such exceptions the [e]Court shall review the report, and may order, on cause shown, a new assessment by other [e]Commissioners, or make such other orders thereon as justice may require. The [e]Court shall hear and dispose of such exceptions with all reasonable speed, and may itself assess benefits anew.

Section 8 - Entry of judgment; payment of damages; collection where [e]City fails to pay.

The [e]Court upon approving the [e]Commissioners' report shall render final judgment thereon reciting the report and adjudging that the [e]City have and hold the property petitioned for, describing the same, for the purposes specified, upon payment of the damages less the benefits assessed in each instance; that so much of the report as is a

judgment for benefits against specific property be a lien on such property for ten (10) years from entry of the judgment, and prior to all other liens thereon; and that the [e]City recover the respective benefits in excess of damages assessed in each instance against private property with interest from date of judgment, or at the termination of such period of grace, not to exceed one (1) year, as may be granted by the [b]Board of [a]Aldermen in the ordinance authorizing the public work or improvement, and have execution for such~~[therefor]~~.

The [e]Clerk shall forthwith make and deliver a certified copy of such judgment to the [e]Comptroller, who shall record the same in a record ~~[book]~~ kept and conveniently indexed for that purpose. The [e]Comptroller may, forthwith, and if no appeal be taken from such final judgment, ~~[he]~~the Comptroller shall, at the expiration of the time for such appeal, forward a copy of the judgment to the [b]Board of [a]Aldermen; and within sixty (60) days after the receipt of such copy, unless an appeal is pending, and, in no event later than sixty (60) days after disposition of all appeals, the [b]Board of [a]Aldermen shall make an appropriation for the payment out of the [e]City treasury of the damages assessed in favor of each party entitled thereto less ~~[his]~~such party's benefits as determined by such final judgment, and the [e]City [t]Treasurer, on warrant of the [e]Comptroller, shall cause payment to be made to the several parties entitled or into court for their use, as the case may require. Should the [b]Board of [a]Aldermen fail to make such an appropriation the judgment for damages shall be collected by the owners concerned as other judgments against the [e]City are collected and if any part of such assessment of benefits be not paid when due, special execution shall issue on request of the [e]Comptroller against the property charged with the lien and proceedings thereunder shall conform, as near as may be, to the proceedings under special executions on ordinary judgments foreclosing liens on lands.

Should any such final judgment be reversed on appeal and a new assessment be ordered, the [e]City or any defendant shall have judgment for any excess due by reason of payment having been made by such party under a prior final judgment in the cause.

Section 9 - Cost of litigation, compensation of [e]Commissioners.

The losing party shall pay the cost caused by litigation subsequent to the filing of the [e]Commissioners' report, and the [e]City shall pay all other costs, including the compensation of the [e]Commissioners, which shall be one hundred dollars (\$100.00) per day for each [e]Commissioner for not exceeding five (5) days in any one (1) action unless the [e]Court makes an order allowing further time at like compensation.

Section 10 - Limitation on subsequent action where proceedings are dismissed.

If the [e]City dismisses any action for the appropriation, damaging or restriction of the use of any property for any reason other than defect in the proceedings, it shall not begin a like action within ten (10) years after such dismissal, unless upon the petition of the owners of three-fifths ($\frac{3}{5}$) of the property proposed to be taken, damaged or restricted, measured by frontage upon the proposed improvement, or upon condition that the [e]City shall pay all of the damages assessed therein.

Section 11 - Effect on abutting property of establishment of boulevards and parkways; power of [e]City.

In establishing, opening and widening boulevards and converting streets into boulevards or parkways, compensation shall be allowed to owners of property abutting thereon for damages occasioned by any limitation that may be put upon the owner's use of such property; and the [e]City may regulate by ordinance the character of traffic

and vehicles that shall be permitted on boulevards or parkways, prohibit the erection of any structure on property abutting on a boulevard or parkway outside a specified building line, and forbid the use of any property so abutting for all or any business purposes. An ordinance establishing a boulevard or parkway may be repealed, upon recommendation of the [b]Board of [p]Public [s]Service, and thereupon the boulevard or parkway shall become a street, which, together with the property abutting thereon, shall be free from all restrictions imposed by the repealed ordinance. Damages and benefits resulting from such repeal after the boulevard or parkway has been opened shall be ascertained and paid as herein provided for establishing boulevards or parkways.

Section 12 - Procedure in condemnations for miscellaneous purposes.

When the [e]City takes or damages private property for a public use other than those enumerated in [s]Section 4 of this [a]Article all damages shall be ascertained as hereinbefore provided and shall be paid by the [e]City.

Section 13 - When assessment for benefits to equal amount of damages.

The vacation of highways, streets, boulevards, parkways and alleys shall be provided for by ordinance recommended by the [b]Board of [p]Public [s]Service, and easements and rights therein shall be condemned and the special damage and benefits caused thereby shall be ascertained and assessed, in the manner, by the proceedings, and according to the rules hereinbefore prescribed as to other appropriating or damaging; provided, that benefits sufficient to pay all damages shall be assessed against the lots or parcels of land abutting the highway, street, boulevard, parkway or alley to be vacated.

Section 14 - Acquisition of property by private purchase; vacation of streets, etc.

Nothing herein shall limit the power of the [e]City by ordinance recommended by the [b]Board of [p]Public [s]Service to acquire property by private purchase, or to vacate any highway, street, boulevard, parkway or alley without proceeding hereunder when the owners of all property specially damaged petition for such~~[therefor]~~ and waive all damages.

Section 15 - When assessments may be paid in installments; issuance of bonds in anticipation of unpaid installments.

Ordinances for appropriating or damaging property for markets, public squares, public parks and other like public uses and improvements may provide for payment of the special assessments made on lands specially benefited by such uses and improvements in one (1) installment or in equal annual installments not to exceed seven (7) in number, in which event the judgments shall so recite; such judgments shall bear interest payable annually at the rate of six (6) per centum per annum on any unpaid part thereof from entry until paid but any part thereof not paid when due shall thereafter bear interest at the rate of eight (8) per centum per annum; and for the purpose of anticipating the collection of such judgments the [e]City may issue and sell local improvement bonds, following the procedure, as far as the same is applicable, provided in [a]Article XXIV, for bonds issued in anticipation of the collection of special assessments to pay for local improvements; provided, that the [e]City shall not be liable to pay bonds herein provided for, but the same shall be payable solely out of the collections of the particular judgments.

Section 16 - Appropriation of private property in excess of actual requirements.

Whenever it may lawfully be done, the [b]Board of [a]Aldermen, in the ordinance providing for the

appropriation of private property or any easement or use therein for any highway, street, boulevard, parkway, park, wharf, bridge, viaduct, subway, tunnel or sewer, or providing for any public work or improvement which will damage or benefit private property, may provide for the appropriation in fee by the [e]City of private property or any easement or use therein in excess of that actually required for such specific purpose, and in the same or a different ordinance may authorize the sale of such excess for value with or without restrictions. Such excess shall be condemned and compensation [therefor] ascertained and rendered in the same proceeding, and in the same manner as near as may be, as the property, easement or use actually needed as aforesaid; provided, that the value of such excess shall be paid for by the [e]City.

Section 17 - Payment of benefits in installments; issuance of anticipation bonds.

The [b]Board of [a]Aldermen, in the ordinance establishing the public work or improvement or by a subsequent ordinance recommended by the [b]Board of [p]Public [s]Service, may provide for payment of the special assessments levied against land especially benefited by such public work or improvement, in equal annual installments not to exceed ten (10) in number, in which event the judgments shall so recite; provided that any such judgment may be paid in full at any time, except that, when bonds shall be issued as hereinafter provided, such payment may be made only within thirty (30) days after the entry of judgment, or within any period of grace granted as provided in Section Eight (8). The deferred installments of said judgment shall bear interest at the rate of six (6) percent per annum, commencing thirty (30) days after the date of entry thereof, unless otherwise provided by ordinance in accordance with Section Eight (8), until due, and if not paid when due, at the rate of eight (8) percent per annum thereafter.

For the purpose of anticipating the collection of such judgments, the [e]City may issue and sell improvement bonds to an amount not exceeding eighty-five (85) percent of the aggregate of such judgments, such aggregate not including any assessments paid in full as herein provided or not then finally determined judicially. The [e]City shall not be liable for the payment of said bonds, but the same shall be payable solely out of the collection of the particular judgments. Said bonds may be made payable serially. The ordinance authorizing the particular issue shall prescribe the form and denomination thereof; the date of maturity or maturities thereof, not to exceed ten (10) years in any instance; the rate of interest thereon and date and place of its payment; by what officers and in what manner they shall be executed and attested; and the place and method of payment, save only the fund out of which payment shall be made, together with other provisions and regulations concerning such bonds and not inconsistent herewith. The [b]Board of [a]Aldermen by ordinance, recommended by the [b]Board of [p]Public [s]Service, may appropriate out of the general revenue, sufficient money to pay or to provide a fund in advance to pay such part of any improvement bonds issued as the proceeds of special assessments securing the same may prove insufficient to pay as they become due, not exceeding ten (10) percent of the amount of the bond issue, and provide for reimbursement, out of the proceeds of said special assessments after all such bonds and interest have been fully paid.

All such judgments shall be collected by the [e]City and the proceeds thereof shall be preserved and applied solely to the payment of the interest and principal of said bonds as the same shall become due and shall be used for no other purpose until the whole of said interest and principal shall have been paid.

The [b]Board of [a]Aldermen may by ordinance provide for the issuance of a single bond issue to anticipate the collection of special benefit judgments rendered in two (2) or more proceedings in the manner herein provided, such bond issue being secured by all of such special benefit judgments.

Section 18 - Sale of unpaid judgments for benefit assessments.

The [e]City may also sell, assign or transfer, for not less than ninety (90) percent of the face value thereof, the whole or any part of any unpaid judgments for such benefit assessments, and apply the proceeds to the payment of such damage awards.

Section 19 - Division of assessment against joint owners.

Whenever title to distinct portions of any lot or parcel of property assessed for benefits in accordance herewith, shall vest in different owners, on application in writing of any one (1) or more of such owners, the [b]Board of [e]Commissioners first having given notice by mail addressed to the owners in fee, if known, of the other portions of said property, at their last known address, shall determine the amount of said assessment chargeable to such distinct portion in accordance with the original assessment; and the parties charged with the collection thereof shall accept payment of said amount with interest due thereon. The lien of the judgment shall then terminate as to such portion, proper entries thereof being made on the records of the [e]Court.

Section 20 - Application of amendment to prior proceedings.

That no amendment adopted April 4, 1933, to Article XXI of this charter shall apply to any proceeding instituted prior to that date except as follows: (1) any such proceeding in which commissioners to assess benefits and damages have not been appointed prior to said April 4, 1933, shall be referred to the permanent commission and further proceedings had in accordance with the provisions of this [a]Article as amended; (2) the provisions of [s]Sections 17 and 18 shall apply to any proceedings at present pending in the [e]Circuit [e]Court.

Article XXII - PUBLIC WORKS AND IMPROVEMENTS

Section 1 - Ordinance initiating public work -- Recommendations required.

No ordinance for public work or improvements of any kind, or repairs thereof, shall be adopted, unless prepared and recommended by the [b]Board of [p]Public [s]Service with an estimate of the cost endorsed thereon.

Section 2 - Ordinance -- Contents; authorization for subsequent appropriations.

Such ordinances shall authorize the particular work or improvement; specify the general character and extent thereof, the material to be used therein and in the alternative if desirable; the manner and regulations under which it

shall be executed; the term for which it shall be guaranteed, if at all; the fund or source from which payment shall be made; that it shall be done in accordance with detailed plans and specifications finally adopted and approved by the [b]Board of [p]Public [s]Service before bids are advertised for such[therefor]; and shall contain a specific appropriation of an amount sufficient to pay the [e]City's part of the estimated cost; provided, that emergency work and repairs requiring prompt attention may be done under supervision of the [b]Board of [p]Public [s]Service as provided by general ordinance. Ordinances may provide for a greater work or improvement than can be paid for at the time out of an available fund in the [e]City treasury, in which event they shall provide that the work be let and done in parts as appropriations are made for such[therefor]. Provided further that where any part of the cost of a particular work or improvement is to be paid out of funds to be derived from the sale of bonds previously authorized at an election held for that purpose and the sale of which has been directed or authorized by ordinance, it shall not be necessary that any of such bonds shall first be sold nor that an appropriation out of funds derived from their sale should first be made, but any contract for such work or improvement which shall be authorized by ordinance and entered into as otherwise required in this [e]Charter shall be valid where the ordinance authorizing such contract shall have made an appropriation for such[therefor] out of such bonds or out of the proceeds of the sale thereof already made or thereafter to be made; and such contract shall recite that it is subject to the charter and that payment thereon out of such bonds or funds to be derived from the sale thereof shall be limited to the amount specified in the ordinance authorizing the contract.

Section 3 - Establishment of benefit, taxing and sewer districts, etc.

Before the [b]Board of [p]Public [s]Service shall recommend any ordinance for any public work or improvement, including the construction or other improvement of any public highway, street, boulevard, parkway, alley, sidewalk or sewer, or any part thereof, to be paid for, in whole or in part, by special assessment, it shall lay out, or shall have laid out, a proposed benefit or taxing district, and as to a sewer, it shall lay out, or shall have laid out, a proposed sewer district or joint sewer district, and shall include therein all property against which it is proposed to assess benefits for the payment, in whole or in part, of the cost and expense of such work or improvement; and the [b]Board of [p]Public [s]Service shall thereafter designate a day upon which it will consider the proposed district and the boundaries thereof and the projected work or improvement at a public hearing, and shall give two (2) weeks' public notice in the paper or papers doing the city publishing or by a method that is consistent with best governmental practices, which shall include electronic means including the City's website, of the time and place of such hearing, which notice shall set forth that a proposed district to pay the cost of the work or improvement has been laid out by said [b]Board, and that the boundaries thereof may be ascertained at the time and place specified for such hearing. Such notice shall indicate, in a general way, the location of such district by reference to adjoining streets, and shall designate the matters to be considered and the estimated cost of the work or improvement, which estimate may cover several classes of materials. At such hearing all persons interested may appear and be heard with regard to what property shall be included in said district, and as to all matters connected with the work proposed. Within three (3) days after such hearing is concluded, the [b]Board shall file in its office its decision, stating its determination as to the exact boundaries of the district, the work or improvement determined upon, if any, and the class or classes of material to be used. If within eighteen (18) days after such decision the owners of the greater area of the land in such district as determined shall file in the office of the [b]Board of [p]Public [s]Service their written remonstrance against the district as determined, or the proposed work or improvement, the [b]Board, at its next meeting, shall reconsider and either reverse its action or transmit to the [b]Board of [a]Aldermen, together with such remonstrance, an ordinance establishing the benefit or taxing district or sewer district or joint sewer district as determined, and authorizing the

proposed work to be done or improvement to be made. Nothing herein contained shall be construed as invalidating ordinances for public work ordained prior to the enactment of this amendment, and contracts hereafter made in pursuance of such ordinances shall be valid, notwithstanding anything to the contrary herein contained.

Section 4 - Letting of contracts for public work.~~[How contracts to be let.]~~

All public work, except emergency work or repairs requiring prompt attention, shall be let by the [b]Board of [p]Public [s]Service in pursuance of the ordinance authorizing the same. It shall advertise for bids ~~[in the paper or papers doing the city publishing three time, the last publication to be]~~ by a method that is consistent with best governmental practices, which shall include electronic means including the City's website, at least ten (10) days before the day appointed for opening the bids (unless a different time and medium of advertising are prescribed in the ordinance), stating the general nature of the work and the time and place of receiving bids~~[therefor]~~. Bids submitted shall be sealed and accompanied by an appropriate bid bond~~[a cashier's or Treasurer's check of a bank or trust company in the city payable to the city Treasurer, or a surety bond approved by the Comptroller, in the amount of the deposit required]~~. Said [b]Board shall let the work by contract to the lowest responsible bidder on the plans and specifications finally adopted except as herein otherwise provided, first requiring a bond to be approved by it and the [e]Comptroller. Said [b]Board may reject any or all bids submitted and readvertise the work. Provided, that any ordinance for any public work or improvement to be paid for by special assessment or otherwise may authorize the [b]Board of [p]Public [s]Service to do the same in a manner prescribed in such ordinance without letting a contract for such~~[therefor]~~.

Section 5 - Form and limitations of contracts.

All contracts shall recite that they are subject to the [e]Charter and that payments thereon of the [e]City's portion shall be limited to the amount of the particular appropriation.

Section 6 - Contracts for sewers to contain provisions for connections.

All contracts for the construction of sewers shall provide that owners of property, with approval of the [d]Director of [s]Streets~~[and sewers]~~, may make a connection during construction with the sewer or any temporary drain made by the contractor, payment to be made to ~~[him]~~them for such connection equal to the extra cost caused to ~~[him]~~them thereby.

Any such connection shall be made in compliance with applicable requirements of the Metropolitan St. Louis Sewer District (MSD) or its successor agency, including any required approvals, fees, or capacity determinations. The property owner shall pay to the City only those costs incurred by the City as a result of such connection, including but not limited to street opening, excavation, traffic control, inspection, and restoration, as determined by the Streets Department or other appropriate City department.

Nothing in this Section shall be construed to authorize the City to collect sewer system connection or capacity fees, except where expressly permitted by law or agreement with MSD.

Section 7 - Complaints as to execution of contract.

The [b]Board of [p]Public [s]Service shall investigate written complaints that any public work or improvement is not being done according to contract and if well founded the [b]Board shall immediately require the contractor to comply with the contract and pay the costs of such investigation.

Section 8 - Separate contracts for grading and improvement.

The [b]Board of [p]Public [s]Service may let contracts for the grading and for the improvement of any public highway, street, boulevard, parkway, alley or sidewalk or portions thereof separately, in which event the [e]City may either impose one (1) special assessment to pay for the grading and another to pay for the improvement, or it may pay the cost of the grading and add the same to the cost of such improvement and include the cost of both the grading and improvement in one (1) special assessment, the contractor reimbursing the [e]City for the grading.

Section 9 - City to pay assessments where property exempt.

If any property in a benefit or assessment district other than public highways, is exempt from~~[not liable to]~~ any special assessment herein provided for, the [e]City shall pay the part of the cost of the work or improvement which would otherwise have been assessed against such property.

Section 10 - How cost of work or improvement levied and assessed—In general.

Ordinances for the improvement of public highways, streets, boulevards and parkways, which may include grading, regrading, preparing roadbed, placing foundation, building of superstructure, resurfacing, repaving, construction and reconstruction of curb, gutters, roadway, paving and crosswalks and intersections, may ~~[shall]~~ provide for payment for such~~[therefor]~~ by special assessment, in which case~~[as follows]~~: One-fourth (1/4) of the entire cost shall be levied and assessed against the lots or parcels of ground abutting on the work or improvement ratably by lineal feet so abutting, and the remainder of the cost shall be levied and assessed ratably by area against all the lots or parcels of ground, exclusive of public highways, within the benefit or taxing district; provided, however, that such improvement ordinances may provide for the payment of a portion of the cost of such improvements by the [e]City, and for the assessment of the remainder thereof against the property in such benefit district, in the manner specified. The improvement of thirty (30) feet of any wharf farthest from the stream may be paid for in like manner or at the [e]City's expense. Nothing herein contained shall be construed as invalidating ordinances for public work ordained prior to the enactment of this amendment, and contracts hereafter made in pursuance of such ordinances shall be valid, notwithstanding anything to the contrary herein contained.

Section 11 - Alleys.

Ordinances for the improvement of alleys, which may include grading, regrading, preparing roadbeds, placing foundations, repaving, resurfacing and reconstruction of alleys, all intersections of alleys and the crossing of sidewalks in the continuation of alleys, may ~~[shall]~~ provide for payment ~~for such~~~~[therefor]~~ by special assessment, in which case~~[as follows]~~: One-fourth (1/4) of the entire cost shall be levied and assessed against the lots or parcels of ground abutting on the work or improvement ratably by lineal feet so abutting, and the remainder of the cost shall be levied and assessed ratably by area against all the lots or parcels of ground abutting on such alleys or having access thereto, exclusive of public highways. Nothing herein contained shall be construed as invalidating ordinances for public work ordained prior to the enactment of this amendment, and contracts hereafter made in pursuance of such ordinances shall be valid, notwithstanding anything to the contrary herein contained.

Section 12 - Sidewalks.

Ordinances for the grading and preparing for and placing the superstructure of sidewalks, or for the re-paving or reconstruction thereof, with necessary intersections, shall provide for payment ~~[therefore~~ ~~[therefor]]~~ by special assessment, as follows: The entire cost shall be levied and assessed against the lots or parcels of ground abutting on the work or improvement, the amount to be assessed against each lot or parcel of ground to be the cost of the actual work done in front of, adjoining or bordering on said lot or parcel of ground; provided, however, that such sidewalk ordinances may provide for the payment of a portion of such cost by the ~~[e]~~City, and for the assessment of the remainder thereof against the property abutting on said improvement, in the manner specified; and provided, further, that ordinances for grading, regrading or for the improvement or reconstruction of any public highway, street, boulevard, or parkway, may include, as a part thereof, the cost of grading and regrading of the sidewalk spaces thereon, in which case the cost of grading and regrading of the sidewalk spaces shall be a part of the cost of improving or reconstructing such public highway, street, boulevard, or parkway, and shall be assessed in the manner provided in Section Ten (10) of this ~~[a]~~Article. Nothing herein contained shall be construed as invalidating ordinances for public work ordained prior to the enactment of this amendment, and contracts hereafter made in pursuance of such ordinances shall be valid, notwithstanding anything to the contrary herein contained.

Section 13 - When reconstruction costs to be borne by the ~~[e]~~City.

At least one-fourth (1/4) of the cost of reconstruction of any public highway, street, boulevard, parkway, sidewalk or alley done within ten (10) years after the same has been fully paved shall be paid by the ~~[e]~~City.

Section 14 - Classification of sewers.

There shall be four (4) classes of sewers, viz: public, district, joint-district, and private sewers, as hereinafter defined, but otherwise without regard to the area drained, the size, character, or purpose of the sewer. Public sewers are those which have been or may be constructed or acquired and paid for wholly out of general revenue. District sewers are those which have been or may be constructed or acquired, under authority of ordinance, within the limits of an established sewer district, and paid for by special assessments upon the property in the district. Joint-district sewers are those which have been or may be constructed or acquired under the authority of ordinances uniting one (1) or more districts and unorganized territory, or uniting districts or unorganized territory, into a joint sewer district, for

the purpose of providing main, outlet or intercepting sewers, for the benefit of such joint sewer district, and paid for by special assessment upon the property in such joint sewer district.

Private sewers are those paid for by private parties constructing the same.

- (a) **Coordination with Metropolitan St. Louis Sewer District. Notwithstanding any provision of this Article to the contrary, all matters relating to the planning, design, construction, connection, operation, capacity, and financing of sewer infrastructure shall be carried out in coordination with the Metropolitan St. Louis Sewer District (MSD) or any successor entity, to the extent required by law, intergovernmental agreement, or established practice.**
- (b) **Nothing in this Article shall be construed to:**
 - (i) **Alter or diminish the statutory authority of MSD;**
 - (ii) **Transfer ownership or operational responsibility for sewer facilities from MSD to the City; or**
 - (iii) **Authorize the City to impose or collect sewer service, connection, or capacity charges except as expressly permitted by law or agreement.**
- (c) **The City's authority under this Article with respect to sewers shall be limited to matters within municipal jurisdiction, including public way management, permitting, coordination of construction activities, special assessments as authorized herein, and reimbursement of City-incurred costs.**

Section 15 - Location and connection of sewers.

All public, district and joint-district sewers shall be constructed along streets, alleys and other public ways whenever practicable; and no such sewer shall be built or acquired by the [€]City except it be on a public way or a right-of-way owned by the [€]City. Such sewers may be connected with any other sewer of any class or with a natural course of drainage.

Section 16 - Levy and assessment of special tax for sewers.

All ordinances for constructing, reconstructing or acquiring district and joint-district sewers shall provide for payment thereof by special assessment as follows: The entire cost and expense shall be levied and assessed as a special tax ratably by area on all the lots or parcels of ground within the district or joint-district, excluding public highways only.

Ordinances creating a joint-district sewer may provide for the construction of the sewer or sewers therein in one (1) or more sections and for the levy and assessment of the cost of any section upon the completion thereof as a special tax in the manner herein provided.

If any district or joint-district sewer shall drain territory lying outside the [€]City limits and not included in the district or joint-district, the [€]City shall pay so much of the cost of such sewer as would have been assessed ratably against such territory if it were included in the district or joint-district.

Section 17 - Acquisition of private sewers by the [e]City.

The [e]City may by ordinance recommended by the [b]Board of [p]Public [s]Service acquire any private sewer by gift, condemnation or purchase, and provide for reimbursement by special assessment in the manner hereinbefore provided to be levied against the property in the district or joint-district for which such private sewer is acquired; and an ordinance making a private sewer or any part thereof a part of a proposed district or joint-district sewer may provide that the contractor shall pay for such private sewer at the price fixed in such ordinance and the cost thereof shall be included in the total cost of constructing such district or joint-district sewer.

Section 18 - Special tax bills to be issued on completion of work.

When any public work or improvement, to be paid for in whole or in part by special assessment, is completed, the [b]Board of [p]Public [s]Service shall cause the entire cost and expense thereof to be computed, and shall levy and assess such cost and expense or the part to be paid by special assessment, as a special tax, in accordance with the requirements of this [a]Article, and shall cause to be issued a special tax bill against each lot or parcel of ground liable in the manner provided by [a]Article XXIII, or by ordinance not inconsistent therewith.

Section 19 - Reconstruction or alteration of district and joint-district sewers.

Should it be necessary for any reason to reconstruct any district or joint-district sewer, the [b]Board of [a]Aldermen, by ordinance recommended by the [b]Board of [p]Public [s]Service, may establish the same or a different district for such reconstruction. It may also alter any district or joint-district at any time before the construction of the sewers therein is completed.

Section 20 - Construction, repair and maintenance of private sewers.

Private sewers shall be constructed, repaired and maintained and connected with other sewers at private expense under such restrictions and regulations as the [b]Board of [p]Public [s]Service may prescribe, the [e]City reserving the right to connect with, utilize and acquire such sewers.

Section 21 - Public improvements by individuals— Permit required.

The [b]Board of [p]Public [s]Service may grant permits for the improvement of public highways, streets, boulevards, parkways, alleys and sidewalks by property owners, and such improvement shall conform to the established or proposed grades and to specifications approved by the [b]Board. Such permit shall specify that the grantee thereof shall not be entitled to any credit or rebate from tax bills which may be issued for further improvement of the public highway, street, boulevard, parkway, alley and sidewalk, when carried out under the provisions of this [e]Charter, on account of any improvements that he may make in pursuance of such permit.

Section 22 - Utilization by [e]City of material put into improvement.

Any part of the work or material put into the improvement of a public highway, street, boulevard, parkway, alley or sidewalk, which is usable and conforms to the [e]City's plans for the further improvement of the public highway, street, boulevard, parkway, alley or sidewalk may be used by the [e]City in its further improvement thereof. If such work or material shall have been put into such improvement in pursuance of a permit, as provided in Section Twenty-one (21) hereof, the grantee of such permit ~~his~~*or the grantee's* assigns or successors in title shall not become entitled to any credit or rebate for the use of such work or material in the issuance of special tax bills for the cost of such further improvement.

Section 23 - Insufficient and excessive assessments.

The ordinance for any public work or improvement may require the [b]Board of [p]Public [s]Service to levy the special assessment *for such*~~[therefor]~~ immediately upon such ordinance becoming effective, such assessment to be based on the estimated cost and expenses of such work or improvement; and should any assessment so levied be insufficient to pay the entire cost and expenses of the work or improvement required to be paid for by special assessment, the [b]Board of [p]Public [s]Service shall, on the completion of the work or improvement, levy a supplemental special assessment to pay the deficiency, in the same manner as nearly as may be as in the first special assessment; and should the whole of the original special assessment not be required to pay the cost and expenses of the work or improvement, the excess shall be credited ratably on the special tax bills or refunded to the parties who paid them.

Article XXIII - SPECIAL TAX BILLS

Section 1 - Preparation, certification and delivery.

For all special assessments for public work or improvements under this [e]Charter and ordinances adopted in pursuance thereof, special tax bills shall be prepared and signed by a person designated by the [b]Board of [p]Public [s]Service by resolution entered on its records and shall be made payable to the parties entitled, either at the [e]Collector's office or at some bank or trust company in the [e]City, at the option of the party so entitled. They shall be promptly registered and certified both in the office of said [b]Board and of the [e]Comptroller by persons designated by said [b]Board and by the [e]Comptroller respectively to make such registration and certificate, and then delivered by the [e]Comptroller to the parties entitled and their receipts taken *for such*~~[therefor]~~; and the [e]City shall not be liable in any manner for any work or improvement to be paid for in special tax bills.

Section 2 - Installments authorized; maturity.

Any special tax bills may be divided, if the ordinance authorizing the particular work or improvement so

provides, into any number of equal annual installments, not to exceed ten (10), whereof the first shall be due upon service of the notice hereinafter provided for or upon a "not found" return by the process server~~[marshal]~~ as hereinafter mentioned, and the other installments successively on the corresponding day of each subsequent year, with interest payable annually on each installment at the rate of six (6) per centum per annum from such notice or "not found" return until maturity or prior payment and at the rate of eight (8) per centum per annum after maturity. All such special tax bills not payable in installments shall mature upon notice or "not found" return as aforesaid and draw interest at the rate of eight (8) per centum per annum after maturity; provided, that the entire bill or any number of installments may be paid within thirty days after such notice or "not found" return without any interest.

Section 3 - Service of notice of issuance; return.

The owner of any special tax bill shall serve a written notice of the issuance thereof on the parties named therein~~[, or the city marshal at such owner's request shall serve such notice]~~ and make return of such service in the manner provided as to writs of summons in civil causes~~[; and he shall receive therefor the fees then allowed for serving such writs]~~. Such ~~[marshal's]~~ return of service shall be conclusive of the facts therein stated~~[, and any person injured by a false return on any such notice shall have his right of action for damages resulting therefrom against the marshal on his official bond]~~.

Section 4 - Effect as evidence of liability.

All special tax bills shall be prima facie evidence of what they contain and of their own validity, and no mere informality or clerical mistake in any of the proceedings leading to the issuance of or in any special tax bill shall be a defense thereto; provided that if the work was not done in a good competent~~[workmanlike]~~ manner according to the class of work mentioned in the contract the property charged with the payment of said bill shall be liable only for the value of such work done, and the recovery on the special tax bill shall be reduced accordingly.

Section 5 - Lien; priority; legal remedies for collection.

All special tax bills shall be a first lien on the property charged therewith from the day of issuance thereof; provided, there shall be no priority between special tax bills issued under this ~~[c]~~Charter, regardless of the date of such bills.

The entire bill or any installment thereof, together with interest, may be collected by action in any court of competent jurisdiction; and such action may be brought by attachment when the owner of the land affected is a nonresident of the ~~[s]~~State or after a "not found" return is made by a process server~~[the city marshal]~~ on any such notice, in either which event the suit shall be equivalent to notice and demand of payment.

Section 6 - Right of acceleration; interest on judgment.

If any installment of any special tax bill or any interest thereon be not paid when due, then all remaining

installments, together with interest thereon as aforesaid, shall, at the option of the holder if exercised by suit thereon, immediately become due; and a judgment on such bill shall bear interest at the rate of eight (8) per centum per annum.

Section 7 - Assignment and change of place of payment.

Special tax bills and the lien thereof may be assigned and the place of payment thereof changed to the office of the [e]Collector or to any bank or trust company in the [e]City. But any such assignment or change of place of payment to be valid must be in writing, countersigned by the [e]Comptroller or by a Comptroller deputy~~[one of his deputies]~~, acknowledged before an officer authorized to take acknowledgments, and registered in the office of the [e]Comptroller.

Section 8 - Receipt of payments by [e]Collector; bills to be marked satisfied; expiration of lien.

It shall be the duty of the [e]Collector to receive payment of all special tax bills made payable at the Collector's~~[his]~~ office and thereupon deliver the same receipted; and the Collector~~[he]~~ shall, upon warrants of the [e]Comptroller, pay over all such collections to the parties entitled. The persons paying any such bill shall be entitled to have the same satisfied on the register in the [e]Comptroller's office, in whole or in part, as the case may be, immediately on presentation to the [e]Comptroller of either the receipted tax bill or a receipt from the [e]Collector or the proper bank or trust company showing such payment thereof; and the lien of any bill shall cease and be of no effect against the land charged therewith at the end of two (2) years after the maturity of the bill or the last installment thereof, unless proceedings at law shall then be pending to collect the same, and written notice of the institution thereof setting forth when and in what court such proceedings were brought shall have been filed in the office of the [e]Comptroller within ten (10) days after the institution of such suit.

Section 9 - Ordinance ratifying irregularities.

If any ordinance authorizing a public work or improvement or fixing a benefit or taxing district, shall be irregular, defective or invalid by reason of any omission, error or irregularity therein or in the proceedings leading to its adoption, or if for any reason it shall be necessary to the validity of any special assessment, the ~~[b]~~Board of ~~[a]~~Aldermen may, on recommendation of the ~~[b]~~Board of ~~[p]~~Public ~~[s]~~Service, adopt an ordinance ratifying all things done under or in pursuance of the original ordinance, and supplying, correcting and curing all such omissions, errors, defects and irregularities, and making such special assessment valid.

Section 10 - New assessment to be made and tax bills issued where original assessment invalid.

Where public work or improvement has been done under an ordinance providing that it should be paid for by special assessment and the whole or part of such special assessment has been adjudged invalid for any reason other than the failure of the contractor to perform their~~[his]~~ contract, the ~~[b]~~Board of ~~[p]~~Public ~~[s]~~Service shall levy a new assessment and evidence the same by tax bills in the same manner and with like effect as if validly done hereunder in

the first instance.

Section 11 - Amendment of assessment and tax bills.

Special assessments or tax bills evidencing the same may be amended by the officer or officers authorized at the time to prepare special tax bills or by the courts in proceedings to enforce the same, to correct or supply descriptions, names and other errors, omissions and irregularities on the part of the [e]City, and may be divided by said officer or officers at the request of any of the parties concerned according to divisions of the property made subsequent to the bills being prepared, and without affecting the interest on such amended or divided bill.

Section 12 - Additional provisions authorized.

The [e]City by ordinance recommended by the [b]Board of [p]Public [s]Service may, from time to time, make further provision by ordinance, not inconsistent with this [e]Charter, for special assessments, the issuance of special tax bills for such~~therefor~~, the collection thereof, and all matters incidental thereto.

Article XXIV - IMPROVEMENT BONDS AND FUNDS

Section 1 - Issuance; source of payment; provisions to be supplied by ordinance.

The [b]Board of [a]Aldermen, by ordinance recommended by the [b]Board of [p]Public [s]Service, in anticipation of the collection of a special assessment for any public work or improvement, may provide for the issuance of improvement bonds to be delivered to the contractor in payment for so much of the work or improvement as is payable by such special assessment or to be sold by the [e]City and the proceeds paid to the contractor in full for such work and improvement; provided, the [e]City shall not be liable either to pay such bonds or to pay for such part of the work or improvement, but the bonds shall be paid only out of the particular special assessment in anticipation of which they were issued, and no such issue shall be in excess of the cost and expenses or estimated cost and expenses of the work and improvement and the interest on the bonds, which may be treated as a part of such cost, and all proceeds of said bonds shall be applied in payment of the cost and expenses of such work and improvement.

If the special assessment in anticipation of which such bonds are issued shall be payable in equal annual installments the particular bonds shall be payable serially, each series maturing with approximate regard to the several maturities of such installments; and all such special assessments shall be collected promptly by the [e]City at its expense and applied, whenever sufficient thereto after paying accrued interest on all such issue of bonds, to the redemption of any one (1) or more of such bonds in numerical order at maturity.

The form and denomination of such bonds; the date of maturity or maturities thereof, not to exceed eleven (11) years in any instance; the rate of interest thereon and the date and place of its payment; the price at which they shall be sold, if to be sold; by what officers and in what manner they shall be executed and attested; and the place and method of payment, save only the fund out of which payment shall be made, together with other provisions and

regulations concerning such bonds and not inconsistent herewith, shall be prescribed by the ordinance authorizing the particular issue.

Section 2 - Appropriations for payment from general revenue.

The [b]Board of [a]Aldermen, by ordinance recommended by the [b]Board of [p]Public [s]Service, may appropriate out of the general revenue sufficient money to pay, or to provide a fund in advance to pay, such part of any improvement bond issue as the proceeds of special assessments securing same may prove insufficient to pay as they become due, not exceeding ten **(10)** per centum of the amount of such bond issue, and provide for reimbursement, if possible, out of the proceeds of such special assessments after all such bonds and interest have been fully paid.

Section 3 - Local improvement fund authorized.

The [b]Board of [a]Aldermen may, by ordinance recommended by the [b]Board of [p]Public [s]Service, provide for the creation of a local improvement fund out of which the [e]City shall pay in cash, to contractors or otherwise, the cost and expense of local improvements, and for the levy, assessment and collection of special assessments to cover cost and expenses, the proceeds of which assessments shall be paid into such fund or funds.

Section 4 - Appropriation of funds for payment as work progresses.

For the purpose of anticipating the levy and collection of any special assessment for any public work or improvement, the [b]Board of [a]Aldermen may, by ordinance recommended by the [b]Board of [p]Public [s]Service, appropriate a fund to pay for the work or improvement as it progresses, and reimburse the [e]City either by the issue and sale of local improvement bonds, as in this [a]Article provided, or by the collection of such special assessments.

Section 5 - Special tax bills issued under provisions of this Article.

All special assessments contemplated by this [a]Article shall be evidenced by special tax bills in accordance with the provisions of [a]Article XXIII, so far as applicable, such bills to be made payable to the [e]City, which shall be deemed the owner thereof, at the office of the [e]Collector, to whom the [e]Comptroller shall deliver the same and take **the Comptroller's**[his] receipts **for such bills**[therefor]. The [e]City **shall cause a process server to**[marshal ~~shall~~]serve the notice of the issuance of such bills and make return of such service **in the manner provided as to writs of summons in civil causes**[~~without receiving any fees therefor~~].

Article XXV - MISCELLANEOUS PROVISIONS

Section 1 - Changes in administrative provisions.

The [b]Board of [a]Aldermen may by ordinance adopted by vote of two-thirds (**2/3**) of all the members, on the recommendation of the [b]Board of [e]Estimate and [a]Apportionment, discontinue any division established by this [e]Charter, create new or additional divisions, and determine, combine and distribute the functions and duties of divisions, officers and employees.

Section 2 - Taxation of raw materials and finished products, tools and machinery, and sales.

The raw material and finished products of manufacturers in the [e]City, as well as all tools, machinery and appliances used by them and the stock in trade and appliances of merchants in the [e]City, may be taxed as a separate class under the laws of the [s]State and a lower rate may be levied by the [e]City on such property so classified than on real estate and other property, and the [e]City may by ordinance levy a tax upon the sales made by manufacturers and merchants in the [e]City.

Section 3 - Assessments for planting shade trees and removal of snow, ice, rubbish and weeds.

The [b]Board of [a]Aldermen may provide by ordinance for assessing against the abutting property the cost of planting shade trees and of removing from sidewalks accumulations of snow, ice and earth and for assessing against property the cost of cutting and removing therefrom noxious weeds and rubbish.

Section 4 - Approval of official bonds; faithful performance required.

Unless otherwise provided in this [e]Charter all bonds shall be approved as to their sufficiency by the [e]Comptroller. The bond of the [e]Comptroller as to its sufficiency shall be approved by the [m]Mayor. All official bonds shall, among other things, be conditioned for the faithful performance of the duties of the office. For any breach of the condition of any bond, suit may be instituted thereon by the [e]City, or any person or persons in the name of the [e]City, for the use of such person or persons.

Section 5 - When additional official bond required.

If at any time it appears to the [m]Mayor or [e]Comptroller that the surety or sureties of any official bond are insufficient, the Mayor or Comptroller[he] shall require the officer or employee to give additional bond, and, if such officer or employee fails to give such additional bond within ten (10) days after the officer or employee[he] shall have been notified, [his]the office shall be vacant.

Section 6 - Mayor's contingent fund.

A contingent fund shall be provided by ordinance for the [m]Mayor, to be used by the Mayor[him] at the Mayor's[his] discretion, and at the end of the[his] term the Mayor[he] shall make a report in general terms to the [b]Board of [a]Aldermen of the disposition thereof.

Section 7 - Construction of title "[b]Board of [e]Election [e]Commissioners."

Any reference in this [e]Charter to the [b]Board of [e]Election [e]Commissioners shall be taken to include any board or persons having charge of elections in the [e]City.

Section 8 - Appeals by [e]City in judicial proceedings.

The [e]City in taking an appeal in any judicial proceeding shall give bond as required by law, but need not furnish security for such~~therefor~~.

Section 9 - Execution of [e]City's contracts.

All contracts relating to [e]City affairs shall be in writing, signed and executed in the name of the [e]City. In cases not otherwise provided by law or ordinance, they shall be made by the [e]Comptroller, and in no case by the [b]Board of [a]Aldermen or any committee thereof. Contracts not made by the [e]Comptroller shall be counter-signed by the Comptroller~~him~~, and all contracts shall be filed and registered by number, date and contents with the [r]Register.

Section 10 - City records to be open to [m]Mayor, [e]Comptroller and [b]Board of [a]Aldermen.

All books, records, papers, and documents in any department, office or division shall be open to the [m]Mayor, [e]Comptroller or any committee of the [b]Board of [a]Aldermen.

Section 11 - City [s]Surveyors.

The [m]Mayor may appoint any number of civil engineers as [e]City [s]Surveyors for a term of four (4) years, whose duties and powers shall be as provided by law in regard to county surveyors. Each [e]City [s]Surveyor shall when appointed give bond to the [e]City for fifteen thousand dollars (\$15,000.00), conditioned for the faithful performance of the surveyor's~~his~~ duties. Such bond may be sued upon by any person injured by the official acts of such [s]Surveyor.

Section 12 - Where [e]City's notices, etc., published.

All publications not otherwise herein provided for shall be published ~~in the paper or papers having the contract to do the city publishing at the time~~ by a method that is consistent with best governmental practices.

Section 13 -City [m]Marshal to execute process for boards and officers.

Any board or officer authorized by this [e]Charter to subpoena witnesses and order the production of documents ~~books and papers~~ shall have the services of the [e]City [m]Marshal to execute the process, and provisions shall be made by ordinance for punishing failure to obey any such subpoena or order.

Section 14 - Maximum work day and minimum wage for mechanics and laborers.

Except in case of emergency, not to exceed eight (8) hours shall constitute a day's work for all mechanics and laborers employed by the [e]City, and not less than the prevailing rate of wages shall be paid.

Section 15 - Construction of word "office."

Where the word "office" is used in this [e]Charter to indicate a branch of the [e]City government, it shall be construed to refer to any branch not in or under any department, and shall include the office of the [m]Mayor, [r]Register, [m]marshal, [e]City [e]Court judges and [e]Clerk of the [e]City [e]Courts.

Section 16 - Construction of words "person" or "persons."

Unless the context indicates a different intent and except when referring to a person holding an office of employment under the [e]City, the words "person" or "persons" in this [e]Charter will be construed to include person, firm, corporation, company or association, and the plurals thereof.

Section 17 - Ordinances in aid of [s]State law.

The [b]Board of [a]Aldermen may by ordinance make any provision necessary to carry into execution the laws of the [s]State relating to state, school, city and other revenue, and any power, duty or trust under any of the laws of the [s]State, vested in or imposed upon any body or officer of any county or of this [e]City by the laws of the [s]State may be exercised by such body or officer of the [e]City as may be provided by ordinance consistent with the provisions of this [e]Charter.

Article XXVI - CITY PARKS PROTECTION

Section 1 - Real estate for use as a public park.

Any real estate, now or hereafter owned by the [e]City or any agency or instrumentality of the [e]City, which is principally used or held out for use as a public park, shall not be sold, leased, given away or otherwise disposed of, and shall be used only as a public park, nor shall any structure be built in any such park to accommodate activities not customarily associated with park use or outdoor recreation, unless such sale, lease, disposal, gift or structure is approved by a majority of the qualified electors voting thereon.

Section 2 - Intention of [b]Board of [a]Aldermen.

The [e]Clerk of the [b]Board of [a]Aldermen shall certify to the [b]Board of [e]Election [e]Commissioners the intention of the [b]Board of [a]Aldermen to authorize such sale, lease, disposal or change of use, together with the proposed ordinance for that purpose, to the [b]Board of [e]Election [e]Commissioners. Said [b]Board of [e]Election [e]Commissioners shall thereupon provide for submitting said proposed ordinance, in its original form, to the voters at the first election at which such submission may lawfully be had, but not less than thirty (30) days after such certification to it by the [e]Clerk of the [b]Board of [a]Aldermen.

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

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

**BOARD BILL NUMBER 25 COMMITTEE SUBSTITUTE AS AMENDED IN
COMMITTEE INTRODUCED BY ALDERMAN SHANE COHN
COSPONSOR: PRESIDENT MEGAN GREEN**

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

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

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

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

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

17 **WHEREAS**, other rental car companies who do not have Airport Concession Agreements

are required by Airport Ground Transportation Use Agreements to conduct rental transactions off of Airport property and transport customers to a rental location via shuttle; and

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

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

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

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

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

SECTION ONE. Title 18 of the Revised Code of the City of St. Louis is hereby amended

1 by the addition of a new chapter, Chapter 18.18, which shall be and read as follows:

1 **CHAPTER 18.18 - AIRPORT CAR RENTALS**

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

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

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

15 **18.18.020 Agreement required.**

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

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

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

8 C. The provisions of this ordinance apply solely to Rental Car Companies,
9 including Peer-to-Peer Operators conducting business at the Airport. This
10 ordinance shall not apply to, amend, or otherwise affect any other contracts,
11 agreements, or pennits entered into by or on behalf of the Airport.

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

18 **18.18.030 Fee schedule.**

19 Ground Transportation Use Agreements entered into between the Commission and any
20 Rental Car Company shall include rates, fees and charges that shall be no less than the
21 proportional fees and charges paid by Rental Car Companies operating under a Concession

1 Agreement on the effective date of the relevant Ground Transportation Use Agreement.
2 Those fees and charges shall include, but are not limited to, any fee, rent or other charges
3 required by the Airport to be paid by any Rental Car Company providing services at the
4 Airport.

5 **18.18.040 Rules and regulations.**

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

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

1 information.

2 C. Every Rental Car Company operating at the Airport shall maintain a record
3 of all Hosts and all vehicles operating on the premises of the Airport at any given
4 time, to include the name of any Host associated with a vehicle, as well as the
5 vehicle's license plate number, VIN, make, model and year and color of each
6 vehicle. Rental Car Companies shall provide those records to the Director of
7 Airports ("Director") upon request.

8 D. Every Rental Car Company operating at the Airport shall maintain an
9 electronic record of each rental provided to a customer on the premises of the
10 Airport. The record shall include the license and VIN of the Host's vehicle, name
11 of the Host, date of rental and the total amount paid for the rental. Each Rental Car
12 Company shall provide those records to the Director upon request.

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

16 F. All records held by each Rental Car Company relating to services provided
17 at the Airport shall be maintained and not destroyed for a period of six (6) months.
18 If an Airport passenger files a complaint or alleges a violation under this Chapter
19 18.18 against a Rental Car Company and/or Host with the Director, the Director
20 shall have the authority to request records of the relevant transaction from the

1 Rental Car Company as necessary to investigate and resolve the complaint.

2 G. The Director shall notify a Rental Car Company if the Director initiates an
3 investigation against the Rental Car Company for a violation of this Chapter 18.18.
4 When notified by the Director that a Host or specific vehicle available for rent is
5 under investigation, the Rental Car Company must immediately suspend, upon
6 notice to the Host, the relevant Host's access to the Rental Platform for purposes of
7 conducting business on the Airport's premises pending the completion of the
8 investigation.

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

16 I. Rental Car Companies and/or Hosts shall bear responsibility for parking
17 fees associated with the use of parking spots on Airport property.

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

1 **18.18.050 Termination or revocation.**

2 Any Concession Agreement or Ground Transportation Use Agreement with any Rental Car
3 Company may be terminated or revoked via a written notice of revocation or termination
4 by the Director for any of the following reasons:

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

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

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

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

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

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

1 G. Engaging in any other form of misconduct that demonstrates personal,
2 corporate, managerial, ethical or professional characteristics or disposition that
3 render a company unsuitable to hold a Rental Car Company's Concession
4 Agreement or Ground Transportation Use Agreement; or

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

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

10 **18.18.060 Violations and Damages.**

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

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

- i. First Offense: A written warning from the City;
- ii. Second Offense: \$100 in liquidated damages, payable to the City;
- and
- iii. Third (and Each Subsequent) Offense: \$250 in liquidated damages, payable to the City.

C. The liquidated damages set forth in the preceding subsection and to be included in any agreement with a Rental Car Company are mandated in recognition that actual damages for some breaches of the obligations under this Chapter 18.18 could be difficult to determine. Such liquidated damages shall be in addition to and shall not otherwise restrict any contractual remedies available to the City under any applicable Concession Agreement or Ground Transportation Use Agreement.

D. A violation of any section of this Chapter 18.18 by any Host shall be grounds for the suspension, revocation or permanent revocation of that Host's privileges to operate on the premises of the Airport, at the discretion of the Commission or the Director.

E. Any Rental Car Company operating on the premises of the Airport without a fully executed Concession Agreement or Ground Transportation Use Agreement shall be considered to be trespassing on Airport premises and shall subject itself to any and all penalties associated with an act of trespass in any applicable jurisdiction.

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

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

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

Title 18

AIRPORTS AND AVIATION

Chapter 18.04 ESTABLISHMENT OF AIRPORT

18.04.010 St. Louis Lambert International Airport.

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

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

18.04.020 Public airport established—Location.

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

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

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

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

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

18.04.030 Additions to airport.

A. 1948 Code Chapter 4 Section 7.

1. The Lambert-St. Louis Municipal Airport¹ is extended and enlarged, and the following lands situated in the County of St. Louis, Missouri, are opened and established for the purposes and as a part hereof:

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

2. There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Field¹ and located at Bridgeton, in the County of St. Louis, State of Missouri, and the following-described lots, parcels and tracts of private real property situated in the county and state are established as part of such addition:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Field¹ and located at Bridgeton, in the County of St. Louis, State of Missouri, and the following-described parcels and tracts of private real property situated in the county and state are established as part of such addition:

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

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

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

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

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

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

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

¹For airport name change, see § 18.04.010.

B. *Ordinance 45581, 1951.*

There is established in the county and state, an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state, and the following-described tract of private real property situated in the county and state is established as such addition:

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

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

¹For airport name change, see § 18.04.010.

C. *Ordinance 46429, 1953.*

There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state, and the following-described parcels and tracts of private real property situated in the county and state are established as part of such addition:

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

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

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

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

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

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

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

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

¹For airport name change, see § 18.04.010.

D. *Ordinance 50017, 1960.*

There is established in the county and state an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as parts of such addition:

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

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

¹For airport name change, see § 18.04.010.

E. *Ordinance 50743, 1961.*

There is established an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as such addition:

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

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

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

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

¹For airport name change, see § 18.04.010.

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

There is established in the county and state an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as parts of such addition:

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

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

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

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

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

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

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

¹For airport name change, see § 18.04.010.

G. *Ordinance 52781, 1964.*

There is established the following-described land situated in St. Louis County, Missouri as an addition to the public airport owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state:

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

¹For airport name change, see § 18.04.010.

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

There is established in the county and state an addition to the area of the public airport and landing field owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located at Bridgeton, in the county and state. And the following-described parcels and tracts of private real property situated in the county and state are established as parts of such addition:

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

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

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

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

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

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

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

¹For airport name change, see § 18.04.010.

I. *Ordinance 54244, 1966.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named Lambert-St. Louis Municipal Airport¹ and located at the City of

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

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

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

¹For airport name change, see § 18.04.010.

J. *Ordinance 54455, 1967.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named Lambert-St. Louis Municipal Airport¹ and located in the county and state, and for acquisition of such addition the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter and in accordance with the statutes of the state to condemn certain private real property situated in the county and state and described as follows:

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

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

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

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

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

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

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

¹For airport name change, see § 18.04.010.

K. *Ordinance 55052, 1968.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named Lambert-St. Louis Municipal Airport¹ and located in the county and state, and for acquisition of such addition, the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter, and in accordance with the statutes of the state to condemn certain private real property situated in the county and state and described as follows:

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

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

¹For airport name change, see § 18.04.010.

L. *Ordinance 55149, 1968.*

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

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

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

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

¹For airport name change, see § 18.04.010.

M. *Ordinance 55646, 1970.*

There is established a public addition to the area of the public airport and landing field owned and operated by the City, officially named Lambert-St. Louis Municipal Airport¹ and located in the county and state, and for acquisition of such addition, the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter, and in accordance with the statutes of the state to condemn certain private real property situated in the county and state and described as follows:

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

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

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

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

¹For airport name change, see § 18.04.010.

N. *Ordinance 55885, 1971.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named St. Louis International Airport¹ and located in the county and state, and for acquisition of such addition the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter and in accordance with the statutes of the state to condemn, certain private real property situated in the county and state and described as follows:

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

¹For airport name change, see § 18.04.010.

O. *Ordinance 55887, 1971.*

There is established a public addition to the area of the public airport and landing field owned and operated as such by the City, officially named St. Louis International Airport¹ and located in the county and state, and for acquisition of such addition the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed, under power in the City Charter and in

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

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

¹For airport name change, see § 18.04.010.

P. *Ordinance 56086, 1971.*

There shall be and is hereby established a public addition to the area of the public airport and landing field owned and operated as such by the City of St. Louis, now officially named Lambert-St. Louis International Airport¹ and located in the County of St. Louis and State of Missouri, and for acquisition of such addition the Mayor and the Comptroller of the said City shall be and are hereby authorized and directed to purchase, or the City Counselor thereof shall be and is hereby authorized and directed, under power in the Charter of the said City and in accordance with the Statutes of the State of Missouri, to condemn certain private real property situated in the County of St. Louis and State of Missouri and described as follows, to-wit:

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

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

¹For airport name change, see § 18.04.010.

Q. *Ordinance 56826, 1974.*

There is established an addition to the public airport and landing field owned and operated as such by the City, which is officially named Lambert-St. Louis International Airport¹ and located in the county and state; and the Mayor and the Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed to file a petition in the Circuit Court of the county under power in the City Charter and the statutes of the state to condemn, certain private real property situated in the county and described as follows:

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

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

¹For airport name change, see § 18.04.010.

R. *Ordinance 57015, 1975.*

There is established an addition to the public airport and landing field owned and operated as such by the City, which is officially named Lambert-St. Louis International Airport¹ and located in the county and state; and the Mayor and Comptroller are authorized and directed to purchase, or the City Counselor is authorized and directed to file a petition in the Circuit Court of the county under power in the City Charter and the statutes of the state to condemn, certain private real property situated in the county and state and described as follows:

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

¹For airport name change, see § 18.04.010.

(1994 C., § 18.04.030)

18.04.040 Dedication of airport property.

The Mayor and Comptroller are authorized and directed to dedicate to highway use for the widening and relocation of proposed State Highway Route STT, now generally known as Brown Road, strips of land of varying and irregular widths forming part of the public airport and landing field and adjunctive land thereto, owned by the City, known as Lambert-St. Louis Municipal Airport¹ and located in U.S. Surveys 5, 3096, 2524 and fractional sections 4, 5 and 9 in Township 46 North, Range 6 East, St. Louis County, Missouri, and more particularly described as follows:

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

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

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

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

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

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

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

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

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

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

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

¹ For airport name change, see § 18.04.010.

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

18.04.050 Sale of airport property.

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

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

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

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

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

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

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

Chapter 18.08 AIRPORT AUTHORITY

18.08.010 Established.

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

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

18.08.020 Director of Airports.

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

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

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

18.08.030 City Airport Commission.

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

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

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

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

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

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

18.08.040 Employees.

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

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

18.08.050 Management and development.

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

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

18.08.060 Contracts.

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

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

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

18.08.070 Fees and charges.

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

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

18.08.080 Concession contracts.

Contracts for concessions shall be let:

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

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

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

Chapter 18.10 CONSENT OF CITY TO TRANSFER OF RIGHTS

18.10.010 Adopted.

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

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

18.10.020 Prior consent of City—Required.

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

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

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

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

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

18.10.040 Decision based on interests of City.

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

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

18.10.050 Violation.

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

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

18.10.060 Applicability.

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

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

18.10.070 Conflict with FAA regulations.

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

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

Chapter 18.12 AIRPORT REVENUE AND IMPROVEMENTS

18.12.010 Accounting system.

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

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

18.12.020 Airport revenue fund—Deposits.

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

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

18.12.030 Airport revenue fund—Allocations.

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

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

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

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

18.12.040 Construction fund.

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

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

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

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

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

18.12.050 Investments.

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

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

18.12.060 Budget.

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

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

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

Chapter 18.16 GIFTS TO AIRPORT

18.16.010 Acceptance.

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

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

18.16.020 Committee.

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

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

18.16.030 Selections.

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

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

18.16.040 Special account.

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

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

RESOLUTION NUMBER 239
ADOPTING THE BOARD OF ADJUSTMENTS RULES AND REGULATIONS

WHEREAS, pursuant to ordinance 64195, The Board of Adjustment shall submit to the Clerk of the Board of Aldermen on or before June 1 of each year proposed rules and regulations as it may deem necessary to carry into effect the provisions of the Zoning Code.

WHEREAS, proposed rules and regulations shall be subject to the approval and adoption by resolution of the Board of Aldermen on or before June 30 of said year.

WHEREAS, the Board of Adjustment has delivered a copy of the proposed rules and regulations to the Clerk of this Board; and

WHEREAS, we find that the proposed rules and regulations are reasonable and appropriate to the duties of the Board of Adjustment;

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we approve the rules and regulations proposed by the Board of Adjustment and we further direct the Clerk of this Board to advise the Zoning Administrator of our approval.

Introduced this 13th day of February 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 13th day of February 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

**RESOLUTION NUMBER 245 AS AMENDED
AMENDING THE BOARD OF ALDERMEN RULES**

BE IT RESOLVED BY THE BOARD OF ALDERMEN that the Board Aldermen hereby amends its rules for the 2025-2026 legislative session by the addition of a new rule which shall be and read as follows: “The passage of Board Bills for the appropriation **funds received by the** City as a result of the City’s settlement of litigation against the Rams Football Team owner Stan Kroenke and the National Football League, known as the Rams Settlement Funds, and any accumulated interest shall require the affirmative vote of two-thirds of all members of the Board of Aldermen.”

Introduced this 13th day of February 2026

The Honorable Thomas Oldenburg, Alderman 2nd Ward

Cosponsors:

The Honorable Bret Narayan, Alderman 4th Ward

The Honorable Matt Devoti, Alderman 5th Ward

The Honorable Daniela Velázquez, Alderwoman 6th Ward

The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 13th day of February, 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 240
SUPPORTING THE EFFORTS TO RECOGNIZE THE CITY OF ST. LOUIS AS A BIRD CITY

WHEREAS, the City of St. Louis has a long history of supporting bird conservation, including designation as an Urban Bird Treaty City by the U.S. Fish and Wildlife Service in 2000, contributing to protections and programs for birds and habitat in our urban environment; and

WHEREAS, birds are indicators of ecosystem health, and efforts to protect and restore bird habitat support broader biodiversity, enhance ecosystem services (such as pollination and pest control), and improve quality of life for residents; and

WHEREAS, the *Bird City Network* is a collaborative and conservation-focused initiative led by American Bird Conservancy and Environment for the Americas that encourages communities to take locally-appropriate actions that benefit birds, the environment, and people; and

WHEREAS, participating cities document actions to improve bird habitat, address threats to birds, engage the public in conservation and birding education, and promote sustainable practices that benefit both wildlife and urban communities; and

WHEREAS, the City of St. Louis Audubon Society, Missouri Department of Conservation, Tower Grove Park, Saint Louis Zoo, DarkSky Missouri, Bellefontaine Cemetery and Arboretum, and partners have worked collaboratively to support renewing St. Louis's national Urban Bird Treaty status and are advancing a Bird City application consistent with promoting biodiversity and community stewardship; and

WHEREAS, the City's endorsement of a Bird City resolution will demonstrate municipal support for the application, help fulfill program requirements, and publicly affirm St. Louis's commitment to conservation and environmental stewardship;

NOW THEREFORE IT BE RESOLVED, by this Honorable Board of Aldermen of the City of St. Louis hereby expresses its support for recognition as a Bird City through the Bird City Network; affirms the importance of protecting and enhancing urban biodiversity and bird habitat; recognizes the collaborative efforts of local conservation partners in advancing these goals; and encourages continued coordination among City departments and community stakeholders to implement bird-friendly practices and complete any necessary application or renewal requirements associated with the Bird City designation. We further direct the clerk of this board of aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented by the sponsor.

Introduced this 13th day of February, 2026 by:
The Honorable Anne Schweitzer, Alderwoman of the 1st Ward

Adopted this 13th day of February, 2026 by:

Sharita Rogers, Acting Clerk
Board of Aldermen

Megan E. Green, President
Board of Aldermen

RESOLUTION NUMBER 250
HONORING DEACONESS ERNESTINE JONES-GORDON

WHEREAS, Deaconess Ernestine Jones-Gordon has been a faithful and devoted Disciple of Central Baptist Church. Where her journey of Discipleship began under the leadership of the esteemed Pastor, Rev. Dr. T. E. Huntley.

WHEREAS, for almost 70 remarkable years, she has exemplified commitment, compassion, steadfast faith, and dedicated service to the ministry and the body of Christ;

WHEREAS, throughout her 70 years of serving, Ernestine Jones-Gordon has served on several Ministries at Central Baptist Church: Assistant Music Director, Musician for Inspirational Choir, Soloist and Pianists for Gospel Chorus, Children's Choir Director, Treblette Choir, Treble Choir, Pastor's Choir and Bell Choir Co-Director. She also taught vocal and piano lessons in the St. Louis Public Schools and throughout the Communities; and

WHEREAS, Deaconess Ernestine Jones-Gordon has served as well as blessed our congregation and community, with her beautiful and angelic voice. She has a God- given voice that ministers to the heart and stirs the spirit; She has rendered some of her favorite songs on Sunday Mornings at Central. Including songs like Give Me Jesus, He Has The Whole World, Ride on King Jesus, A Mighty Fortress, The Name of Jesus, Even Me, and The Lord's Prayer.

WHEREAS, Deaconess Ernestine Jones-Gordon was blessed to sing with other local groups in St. Louis. Gospel groups such as: the Legend Singers, Gospel Choral Union, Dello Thedford Symphonic, Parmenthians; and

WHEREAS, in 1999 Ernestine Jones-Gordon along with Emma Daniels and Sandra Ginger were appointed as Deaconess under the leadership of former Pastor, Rev. Dr. Robert C. Scott where Ernestine Jones-Gordon faithfully served the Central Baptist Church with resolute dedication, integrity, and love for the body of Christ; and

WHEREAS, throughout her 27 years of continuous service as a Deaconess, currently under the leadership of Rev. Dr. Anthony L. Riley. Deaconess Ernestine Jones-Gordon has demonstrated spiritual leadership, support of church leadership that has strengthened the foundation and legacy of Historic Central Baptist Church.

WHEREAS, her faithfulness that reflects the biblical call to serve with humility, love, passion, a servant's heart in caring for the leaders, congregation, children and the community. She serves with compassion, devotion, steadfast faith, leaving a lasting impact on generations to come; and

WHEREAS, her commitment to prayer, ministry support, congregational care, and spiritual encouragement has strengthened both the Diaconate Ministry and the entire church family; and

WHEREAS, her life reflects the scripture, "Well done, thou good and faithful servant" (Matthew 25:23), demonstrating excellence in service to God and His people;

WHEREAS, the Diaconate Ministry acknowledge and celebrate Deaconess Ernestine Jones-Gordon as she exemplifies the life of discipleship, leadership, and the love for God's people. Her life and her work for the Lord stand as a lasting testament to a legacy of faith and an extraordinary service for both Central and the Community.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and appreciate Deaconess Ernestine Jones-Gordon for her dedication, service,

and commitment to God and to Central Baptist Church. We further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 27th Day of February 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 27th Day of February 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 251
HONORING DELORES “MS DEE” RICH

WHEREAS, Ms. Delores Rich, affectionately known as Ms. Dee, was born in Clarksdale, Mississippi, the daughter of Rev. Oscar Carl King and First Lady Thelma King of the 1st Baptist Church of Kinloch; and

WHEREAS, Ms. Dee is a retired City of St. Louis Corrections Officer, having devoted years of service to the safety and well-being of the community; and

WHEREAS, Ms. Dee has resided in the City of St. Louis since the age of 12, and as mother of nine children, she has long focused on ensuring that not only her own children but also members of her community are fed, nourished, and cared for; and

WHEREAS, long before recent events, Ms. Dee, despite facing personal disability, organized and participated in a devoted group of like-minded fishermen and fisherwomen who fished in area parks and lakes, preparing and cooking the fish to provide free meals to those in need until resources ran out, embodying the spirit of generosity and public service; and

WHEREAS, on a day of exceptional warmth—February 11th, on a balmy 73-degree afternoon—Ms. Dee, while fishing at O’Fallon Park around 2:00 p.m., unfortunately lost her footing, fell into the lake, and began to sink, believing this might be her last fishing trip; and

WHEREAS, despite repeated attempts to stand and reach solid ground, she found no bottom, and in the midst of a life-threatening asthma attack, asked those nearby to let her go and prayed for God to take her; and

WHEREAS, in a courageous and selfless act, two brothers, Shawn Nunley and Leon Roberts, entered the water and rescued Ms. Dee, pulling her to safety as onlookers recorded the event and called emergency services; and

WHEREAS, Ms. Dee continues to praise God for giving her more sunny days to continue her mission of feeding God’s people and for the heroic intervention of Shawn and Leon, whose presence that day, although unplanned, reflects the power of community and compassion; and

WHEREAS, Shawn and Leon’s quick decision to help, despite circumstances and plans, exemplifies the values of selflessness, community service, and the belief in lifting one another up in times of need; and

WHEREAS, Ms. Dee’s enduring commitment to feeding the hungry and supporting those in need has inspired many within the community to emulate her example of faith, perseverance, and generosity; now, therefore,

WHEREAS, as the City recognizes and honors Ms. Delores Rich (Ms. Dee) for a lifetime of compassionate service to her community, particularly her unwavering dedication to feeding the hungry and supporting the vulnerable.

WHEREAS, as the bravery and mercy demonstrated by Shawn Nunley and Leon Roberts in rescuing Ms. Dee from the lake at O’Fallon Park on February 18th shall be acknowledged as acts of extraordinary courage and neighborly love, reinforcing the importance of looking out for one another.

WHEREAS, as the City extends its gratitude to Ms. Dee for her ongoing mission to serve others, her resilience in the face of personal hardship, and her enduring faith that sustains her work and inspires others to contribute to the common good.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and commend Ms. Delores Rich (Ms. Dee), to her family, and to the families of Shawn Nunley and Leon Roberts, as a token of appreciation and recognition for their roles in strengthening the fabric of our community. We further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 27th Day of February 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 27th Day of February 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 252
HONROING THE LEON ROBERTS AND SHAWN NUNLEY

WHEREAS, Brothers, Leon Roberts and Shawn Nunley lifelong friends and residents of the city of St. Louis and exemplary citizens whose steadfast courage and selfless actions on Wednesday, February 18th, saved the life of Ms. Delores Rich (Ms. Dee) at O’Fallon Park, demonstrating the highest ideals of bravery, friendship, and community service; and

WHEREAS, Leon Roberts, born and raised in St. Louis and a graduate of Normandy High School, is an avid outdoorsman, father of two, and a forklift driver by trade. Although not related by blood, Leon and Shawn have been friends for over 40 years, expanding their families and forming a bond as brothers by choice and by heart; and

WHEREAS, Shawn Nunley is also an avid outdoorsman, dedicated friend, and community member, a graduate of Normandy High School, and a father of three daughters, a grandfather, and works in a food processing plant, whose quick thinking and decisive action contributed significantly to Ms. Dee’s rescue; and

WHEREAS, on that day, Leon and Shawn met at the park with each of their mothers to catch the recently stocked Rainbow Trout fish. The men heard a scream alerting them that a lady, Ms. Dee had fallen into the lake. The brothers observed that Ms. Dee was struggling with hypothermia and was having an asthma attack and knew they had to act quickly. They attempted to pull her in using a fishing pole that immediately broke apart, discovering no other safe means to reach her except to swim out to her; and

WHEREAS, Leon went into the water and guided Ms. Dee toward the concrete floor of the lake while Shawn reached out to assist in pulling her from the freezing water, as Ms. Dee let them know she had given up and was ready to die. Both men made it very clear that she would not die on their watch; and

WHEREAS, the heroic actions of Leon and Shawn reflect extraordinary courage, teamwork, and an unwavering commitment to protecting one another, regardless of personal risk; and

WHEREAS, the City recognizes the profound impact of this act on Ms. Dee, her family, and the broader community, illustrating the power of friendship, mutual aid, and volunteerism in times of crisis; and

WHEREAS, it is fitting to publicly acknowledge and commend Leon Roberts and Shawn Nunley for their bravery, compassion, and devotion to preserving life and upholding the sanctity of every human life; now, therefore,

NOW THEREFORE BE IT RESOLVED, the Board of Aldermen honors Leon Roberts and Shawn Nunley for their heroic actions in rescuing Ms. Delores Rich (Ms. Dee) from the freezing waters of O’Fallon Park, demonstrating extraordinary courage, presence of mind, and selflessness in service to others.

NOW BE IT FURTHER RESOLVED, by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and commend the longstanding friendship of Leon and Shawn, which has grown into a chosen brotherhood that strengthens families and communities, and acknowledges the positive example they set for neighbors and future generations and extends its gratitude to each man for risking personal harm to save another’s life, and recognizes the enduring impact of their actions on the life saved and, on the community, at large. We further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 27th Day of February 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 27th Day of February 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 253
RECOGNIZING AND CELEBRATING THE NOTEWORTHY CAREER OF ELLIOT DAVIS

WHEREAS, for over 45 years, Elliott Davis has served as a fixture of St. Louis media, establishing himself as a tenacious investigative journalist and a dedicated watchdog who has reinforced the fundamental principle that public service is a public trust; and

WHEREAS, Elliott’s roots in our city run deep, having grown up near the Pruitt-Igoe development and graduating from Vashon High School—experiences that provided him a firsthand understanding of the community’s most pressing challenges and a unique ability to connect with residents from all walks of life; and

WHEREAS, for over three decades, he became synonymous with the phrase “You Paid For It,” a brand of accountability journalism that used fearless questioning to expose government waste, uncover mismanagement of public funds, and demand transparency from institutions entrusted with taxpayer dollars; and

WHEREAS, his commitment to this mission was often demonstrated at great personal risk, most notably when his longtime photographer and friend, Larry Washington, was shot during a field investigation—an event that Elliott cites as the toughest moment of his career, yet one that deepened his resolve to serve as a champion for the public; and

WHEREAS, Mr. Davis’s reporting has directly empowered the residents of the City of St. Louis, particularly the underserved and those without a platform, by amplifying their voices and often catalyzing corrective action, policy review, and systemic reform; and

WHEREAS, through decades of consistent and courageous reporting, he has strengthened the relationship between the people and their government by fostering informed civic engagement and reminding public institutions that transparency is essential to a healthy democracy; and

WHEREAS, while the relationship between a journalist and a legislative body is naturally one of scrutiny, the Board of Aldermen recognizes that a free and active press is vital to the health of our local democracy and the accountability of our public institutions; and

WHEREAS, it is fitting and proper that this Board pauses in its deliberations to recognize Elliott Davis for his legacy of professionalism and persistence, regardless of the discomfort his pursuit of transparency may have caused within these chambers.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and celebrate the noteworthy impact of Elliot Davis. We further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 27th day of February, 2026 by:
Honorable Rasheen Aldridge, Alderman 14th Ward

Adopted this 27th day of February, 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

**RESOLUTION NUMBER 254
HONORING CHRISTINE DRAGONETTE**

WHEREAS, Christine Dragonette has faithfully served as the Director of Social Ministry at St. Francis Xavier College Church for twelve years, dedicating herself to the well-being and empowerment of the community; and

WHEREAS, is departing from this role in March, leaving behind a legacy of compassion, leadership, and unwavering service to those in need; and

WHEREAS, the cornerstone of the College Church Social Ministry is the Birth Certificate and ID program, which has operated weekly at College Church for over 30 years, providing essential documentation and support to community members in urgent need; and

WHEREAS, in 2025, this program served more than 3,823 community members and facilitated the issuance of 2,997 birth certificates and 2,533 state ID cards, enabling individuals to pursue employment, housing, medical care, and the right to vote; and

WHEREAS, Under Christine’s leadership, the Missouri State ID Access Coalition was founded in 2019. This statewide coalition is committed to eliminating structural barriers to identification, and since its formation, organizations across Missouri have been trained to offer ID and Birth Certificate programming, advocate for more equitable identification policies, and raise awareness about an often-overlooked barrier to full participation in society; and

WHEREAS, Christine’s work has consistently focused on removing systemic barriers that prevent Missourians from obtaining accurate state-issued photo identification, thereby supporting access to employment, housing, medical care, and the right to vote.

NOW THEREFORE BE IT RESOLOVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize and honor Christine Dragonette for twelve years of exemplary leadership as Director of Social Ministry at St. Francis Xavier College Church, recognizing her tireless commitment to social justice, compassion, and community empowerment. We further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 27th Day of February 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 27th Day of February 2026 as attested by:

Sharita Rogers
Acting Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen