ST. LOUIS BOARD OF ALDERMEN
FULL BOARD MEETING
CHAMBERS
FRIDAY, MARCH 6, 2026 AT 10:00 AM
TENTATIVE AGENDA NO. 44
1

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**
   a) **Approval of Minutes - Friday, Feb. 27, 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. #25CSAAIC	**Cohn**	**02-27-2026**
B.B. #54AA	**Velazquez**	**02-27-2026**
B.B. #81	**Keys**	**02-27-2026**
B.B. #115FS	**Browning**	**02-27-2026**
B.B. #128AA	**Clark Hubbard**	**02-27-2026**
B.B. #137AA	**Devoti**	**02-27-2026**
B.B. #139	**Boyd**	**02-27-2026**

B.B. #140	**Boyd**	**02-27-2026**
B.B. #141	**Boyd**	**02-27-2026**
B.B. #142	**Boyd**	**02-27-2026**
B.B. #143	**Boyd**	**02-27-2026**
B.B. #144	**Boyd**	**02-27-2026**
B.B. #145	**Narayan**	**02-27-2026**
B.B. #146	**Devoti**	**02-27-2026**
B.B. 147AA	**Browning**	**02-27-2026**
B.B. #135	**Schweitzer**	**02-27-2026**

b) Office of the Mayor

I have the pleasure to submit the following individual for appointment to the 2019 Grand Center Community Improvement District: Josh Guffey.

c) Office of the President
None

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

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 l4 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.

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.

11. Resolutions – Informal Calendar

Res. #205 - Alderman Bret Narayan, President Green, Alderman Thomas Oldenburg, Alderman Shane Cohn, Alderwoman Daniela Velazquez, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard, Alderwoman Laura Keys, Alderwoman Pamela Boyd, Alderman Rasheen Aldridge, Alderwoman Cox Antwi - 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

TC **B.B. #167 - Alderman Rasheen Aldridge, Alderwoman Cox Antwi** - An ordinance amending ordinance number 68481 to create a limited

exemption for convention facilities within the City of St. Louis for certain private events or trade shows. The exemption applies only under specified circumstances and is intended to allow flexibility for convention-related activities while maintaining the overall purpose and enforceability of existing regulations, including a severability clause.

HUDZ **B.B. #66CS - Alderman Shane Cohn, President Green, Alderwoman Alisha Sonnier, Alderman Rasheen Aldridge** - An ordinance amending Chapter 3.160 of the Revised Code of the City of St. Louis by establishing definitions and criteria for the impact assessment of redevelopment projects as required by Section 3.160.030(a)i)e; including a severability clause.

HUDZ **B.B. #155 - Alderwoman Cox Antwi, Alderman Rasheen Aldridge, Alderwoman Laura Keys, Alderman Michael Browning, Alderman Shane Cohn, Alderwoman Shameem Clark-Hubbard** - An ordinance approving the petition to establish a Community Improvement District, establishing the Downtown St. Louis Sports and Entertainment Community Improvement District, finding a public purpose for the establishment of the Downtown St. Louis Sports and Entertainment Community Improvement District, and containing a severability clause.

HUDZ **B.B. #161CS - Alderwoman Anne Schweitzer, Alderman Shane Cohn, Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard** - An Ordinance recommended by the Board of Estimate and Apportionment amending certain ordinances by reappropriating certain amounts specified herein in an aggregate amount of $5,464,157.84 for water infrastructure replacement and repair; and with an emergency clause.

b) Do Not Pass Recommendation
None

c) Without Recommendation
None

15. Report of Special Committees
None

a) Do Pass Recommendation

b) Do Not Pass Recommendation

c) Without Recommendation

16. Board Bills for Perfection – Consent

B.B. #110 - Alderwoman Sharon Tyus - 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.

B.B. #111 - Alderwoman Sharon Tyus - The overall purpose for this bill is to conditionally vacate the following street. East Taylor Avenue from Broadway to Ouida Avenue. Petitioned by Hopkins Properties of St Louis LLC. The vacated areas will be used to consolidate property to provide parking for commercial development.

B.B. #136 - Alderman Rasheen Aldridge - An ordinance recommended by the Board of Public Service 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-footwide 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.

B.B. #148 - Alderwoman Pamela Boyd, Alderwoman Alisha Sonnier, Alderwoman Cox Antwi - An ordinance, 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.

B.B. #150 - Alderwoman Shameem Clark-Hubbard - Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394 to calm the flow of traffic on the 6100 block of Washington Ave.

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, and severability.

B.B. #159 - Alderman Michael Browning - 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.

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

B.B. #160 - Alderwoman Anne Schweitzer, President Green, Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard, Alderman Shane Cohn, Alderwoman Laura Keys, Alderwoman Alisha Sonnier, 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; and authorizing the transfer of such funds for water infrastructure repair and replacement project purposes; and containing an emergency clause.

17. Board Bills for Perfection

B.B. #171 - Alderwoman Alisha Sonnier, President Green, Alderman Bret Narayan, Alderwoman Daniela Velazquez, Alderwoman Laura Keys, Alderwoman Shameem Clark-Hubbard - 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.

18. Report of Engrossment
B.B. #131, #132, #157AA, #158FS, #160

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

B.B. #131 - Alderwoman 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 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.

B.B. #157AA - Alderwoman Shameem Clark-Hubbard, President Green, Alderman Shane Cohn, Alderwoman Anne Schweitzer, Alderwoman Laura Keys, Alderman Michael Browning, 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 authorize 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. #158FS - Alderwoman Shameem Clark-Hubbard, Alderman Shane Cohn, Alderwoman Anne Schweitzer, Alderwoman Laura Keys, Alderwoman Alisha Sonnier, Alderman Michael Browning, 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.

20. Third Reading and Final Passage of Board Bills
None

21. Report of the Finally Passed and Signing by President
B.B. #131, #132, #157AA, #158FS, #160

22. First Reading of Resolutions and Reference to Committees

Res. #258 - Alderman Rasheen Aldridge - Opposing Missouri House Bill 3066/Senate Bill 1657 and the recent unaccountable actions of the Police Board of Commissioners.

23. Second Reading Resolutions, Committee Reports & Adoptions
None

24. Courtesy Resolutions

Res. #257 - Alderwoman Sharon Tyus, Alderman Shane Cohn, Alderwoman Shameem Clark-Hubbard, Alderwoman Laura

Keys - Now therefore be it resolved by the Board of Aldermen of the City of St. Louis, that this Honorable Board pause in our deliberations to join the sponsor of this resolution in expressing her deepest sympathy to the family of Ms. Sarah Lynette Gleason upon her passing.

25. Miscellaneous and Unfinished Business

26. Announcements

Monday, March 9, 2026
Poet Laureate Task Force Meeting – 4pm – Webinar

Tuesday, March 10, 2026
None

Wednesday, March 11, 2026
None

Thursday, March 12, 2026
HUDZ – 11am – Kennedy Room

Friday, March 13, 2026
Full Board Meeting – 10am – Chambers

27. Excused Aldermen

28. Adjournment

29. Calendar

SCHEDULE OF ALL FULL BOA MEETINGS AND HOLIDAYS FOR THE 2025 - 2026 LEGISLATIVE

ST. LOUIS BOARD OF ALDERMEN
FULL BOARD MEETING
CHAMBERS
FRIDAY, MARCH 6, 2026 AT 10:00 AM
TENTATIVE AGENDA NO. 44
12

SESSION

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

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 the2026 -2027 Legislative Session)
Friday, May 1, 2026 Full Board Meeting- (First Day to Introduce Board Bills 2026-2027 Legislative Session)

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 **2019 Grand Center Community Improvement District**.

- The appointment of **Josh Guffey**, serving as a legally authorized representative of Nine PBS, the owner of real property within the district, whose term expires **November 4, 2029.**

I respectfully request your approval of these reappointments.

Sincerely,

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

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.

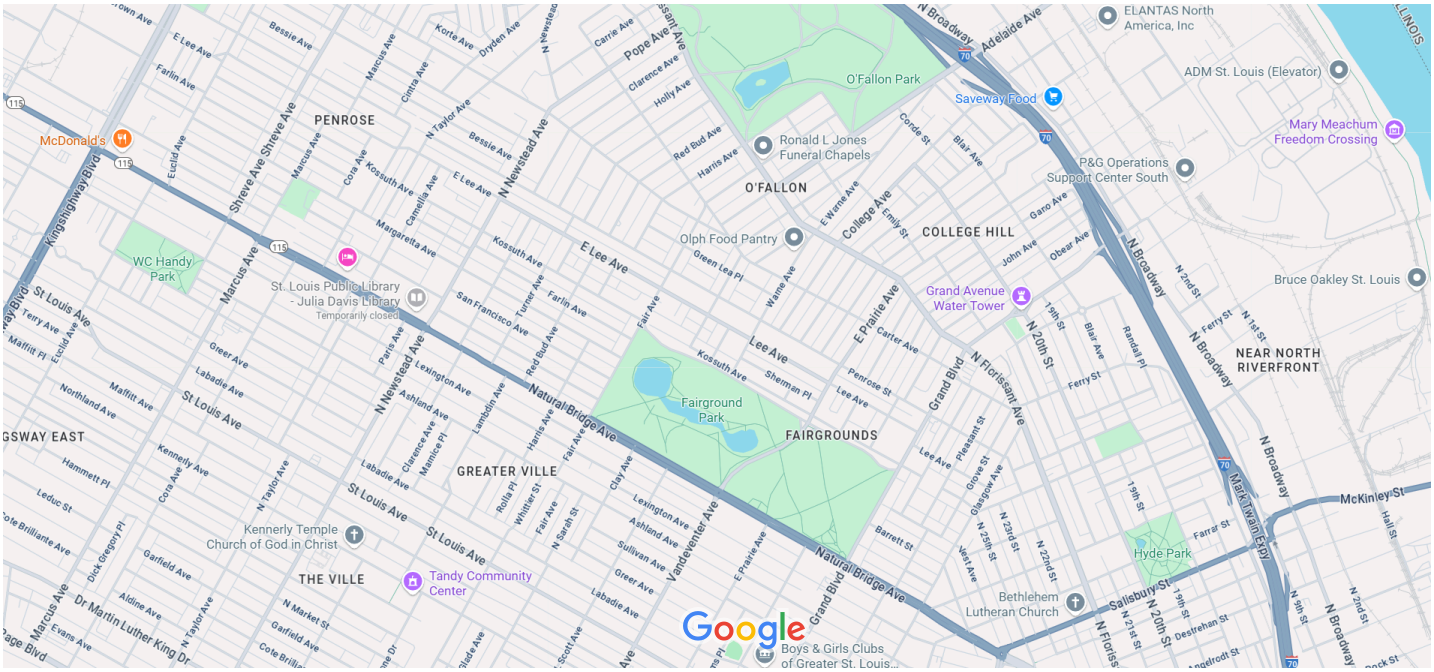
BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS:

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 locations:

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

Google Maps

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 Or**dinance 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

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.

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 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWELVE. All parties participating as owners or purchasers of property in the Area for redevelopment ("Redeveloper") shall agree for themselves and their heirs, successors and assigns that they shall not discriminate on 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, or rental of any property or improvements erected or to be erected in the Area or any part thereof and those covenants shall run with the land, shall remain in effect without limitation of time, shall be made part of every contract for sale, lease, or rental of property to which Redeveloper is a party, and shall be enforceable by the LCRA, the City and the United States of America.

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

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

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

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

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

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

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

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

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

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

SECTION FOURTEEN. 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.

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.

SECTION FIFTEEN. Any proposed modification which will substantially change the Plan must be approved by the St. Louis Board of Aldermen in the same manner as the Plan was first approved. Modifications which will substantially change the 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. The Plan may be otherwise modified (e.g. development schedule) by the LCRA in accordance with its July 24, 2018 policy governing time extensions as may be amended.

SECTION SIXTEEN. 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.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
A Development Board Staffed by SLDC

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

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BLIGHTING STUDY AND REDEVELOPMENT PLAN FOR 8111 NORTH BROADWAY REDEVELOPMENT AREA

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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. ADMINSTRATION 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



Acquisition Map



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 the 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**
Objective A: Support Designated Districts that Focus on Job Creation and Economic Prosperity				
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**	
Objective B: Develop Healthy, Compact, Transit Served Smart Neighborhoods				
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**		
Objective C: Strengthen Use, Access, and Programming of Civic Amenities, Public Spaces, and Streets				

C1	Design public spaces and neighborhood streets as gathering spaces for people.			**X**
C5	Maintain public spaces and neighborhood streets.	**X**		
Objective D: Support and Increase the City's Greenspace, Including its Existing Park System and Urban Tree Canopy				
D7	Expand the City's urban tree canopy.			**X**
Objective E: Promote Urban Conservation and Revitalization of the City's Unique Biodiversity and Natural Resources				
E1	Celebrate and increase activity along the Mississippi Riverfront.			**X**
E2	Remove/change infrastructure to improve riverfront access.			**X**
Objective F: Preserve the City's Historically and Architecturally Significant Districts, Buildings, Landmarks, and Landscapes				
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**		
Objective G: Increase Access to Affordable Housing in Neighborhoods with Access to Transit and Amenities				
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**

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**
Objective H: Encourage Creative, Smart, and Sustainable Uses for Under-Utilized Land and Buildings				
H4	Continue to remove site contamination and promote brownfields redevelopment.			**X**
Objective I: Build a Vibrant, Community-Based Urban Agriculture Industry				
I4	Ensure urban agriculture is a profitable, viable enterprise.			**X**
Objective J: Facilitate Place-Based, Integrated Sustainability Planning				
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**
Objective A: Utilize the Arts, Culture, Design, Creative, and Innovation Industries for Economic and Community Development				
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**
Objective C: Develop Multi-Use, Transit Accessible Arts and Cultural Districts				

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

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

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**
Objective B: Market the City's Assets and Special Competencies				
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**
Objective C: Nurture Innovation in Business, Government, and Philanthropy				
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**	
Objective D: Maximize Economic Productivity by Enhancing Neighborhood Quality of Life				
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**
Objective E: Redevelop Real Estate Using Sustainability Practices				

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**		
Objective G: Strategically Invest in Forward-Thinking Ideas				
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 __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.

(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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	NA	NA	NA
Additional Revenue	NA	NA	NA
Net	NA	NA	NA
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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) 1 to 10	Est. Annual Revenue (Yr) 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 Sew er 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

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 l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: 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 northwestern right of way, 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.

are, upon the conditions hereinafter set out, vacated.

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

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

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

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

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

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

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

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

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

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

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

unless approved by the Board of Public Service.

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

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

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

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

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

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

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

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

SECTION SIX: An affidavit stating that all conditions of this Ordinance have been accepted must be submitted to the Board of Public Service for acceptance Three Hundred Sixty Five (365) days from the date of the signing of this Ordinance. If this affidavit is not 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 aforesaid area.

IN WITNESS WHEREOF we have hereunto set our hands this 25th

day of September, 2024.

_____ Co.

ATTEST _____ By Donald Pohl
Secretary

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 Ranken 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

SHARI L ELFORD
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 19910038
My Commission Expires Oct 8, 2027

ST-195-ML

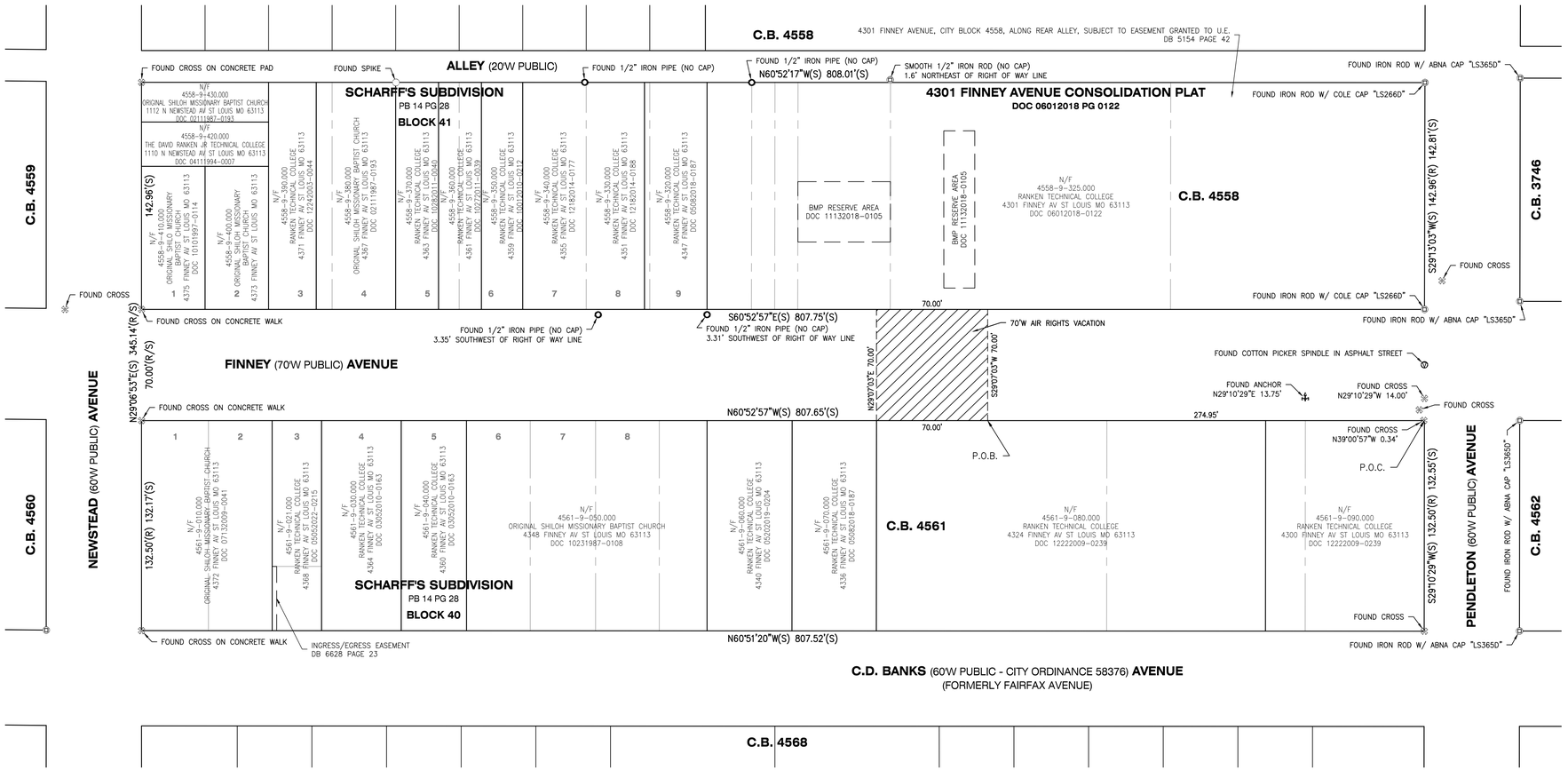
AIR RIGHTS VACATION PLAT

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





LOCATION MAP
NOT TO SCALE



GENERAL NOTES:

1. ALL BEARINGS AND DISTANCES ARE RECORDED (R) AND SURVEYED (S), UNLESS OTHERWISE NOTED.
2. 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 MODOT REAL TIME KINEMATIC VIRTUAL REFERENCE STATION NETWORK OF CONTINUOUSLY OPERATING REFERENCE STATIONS (CORS). OBSERVED DURING THE WEEK OF AUGUST 21, 2023.
3. 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.
4. 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)
) SS
CITY OF ST. LOUIS)

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

NO	REVISION DESCRIPTION	DATE

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 SIGNATURE AND PERSONAL SEAL APPEARS ON THIS PAGE, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS ANY RESPONSIBILITY FOR ALL OTHER PLANS, (PURSUANT TO SECTION 327.411 RSMo) ANY RESPONSIBILITY FOR ALL OTHER PLANS, PURSUANT TO SECTION 327.411 RSMo) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SEALED BY THE UNDERSIGNED PROFESSIONAL ENGINEER, AND ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

**PRELIMINARY
FOR REVIEW**

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DESIGN/CALC BY	
DRAWN BY	TJK/TDW
CHECKED BY	TAR
DRAWING SCALE	1"=40'
DATE	08/26/2024
Job Number	23-0085
Sheet Number	1 of 1

USER: TJ Ketterkamp TAB: Air Rights Vacation
DATE: September 11, 2024 - 9:44:47 AM
DRAWING: S:\JOBS\Jobs2023\23-0085\DADV\V-Work\V_VACATION_23-0085.dwg

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

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.

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

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

WHEREAS, 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; and

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

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

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

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

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

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

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

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

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

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

SECTION SEVEN. After adoption of this Ordinance by the Board of Aldermen, this Ordinance shall 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. Lous, 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

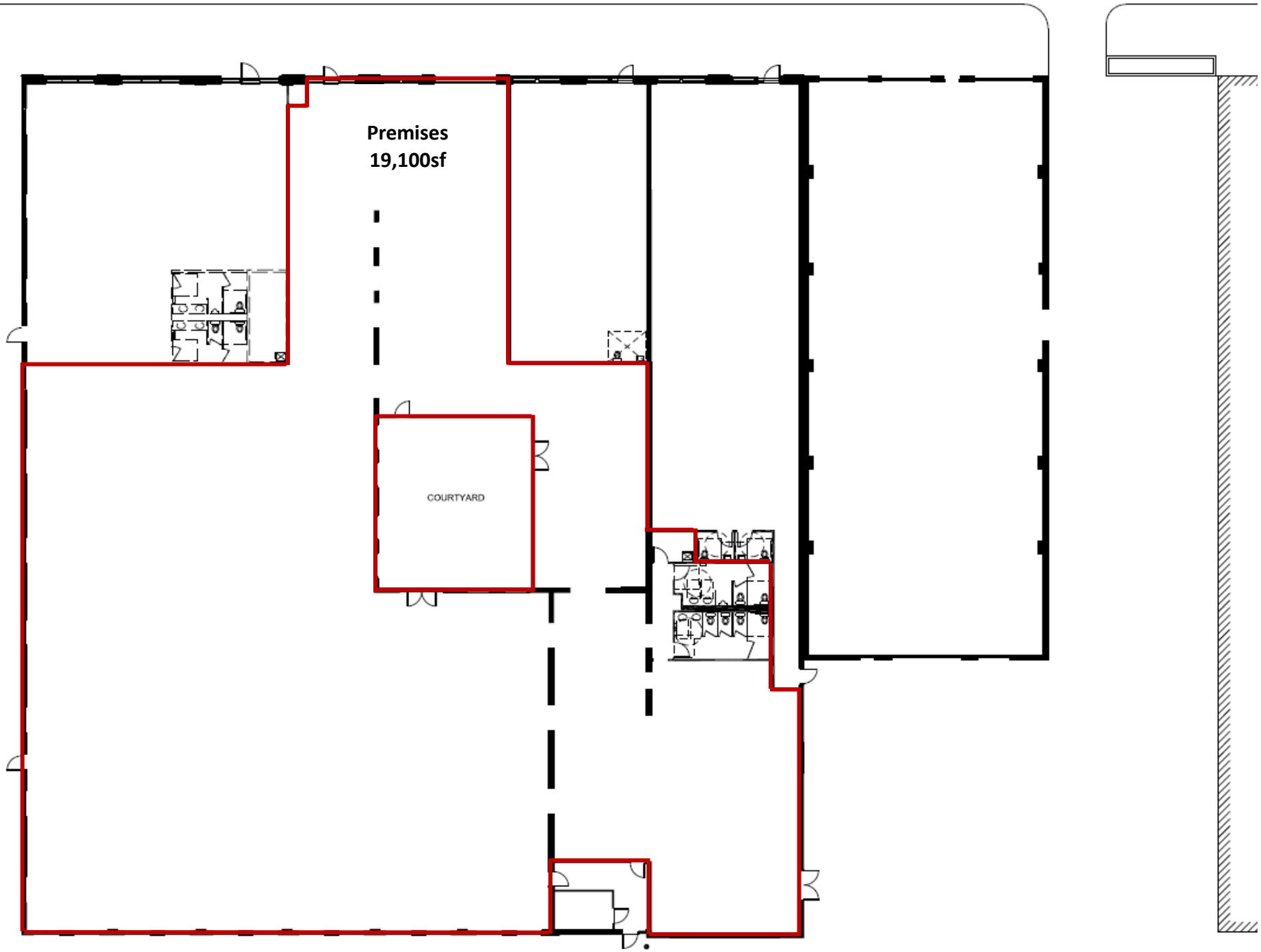
In any contract for Work at the Project Site, the Company, its designees, successors, assigns, and its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the *"Nondiscrimination Laws"*).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

Board Bill Number 83
Exhibit A





1 FLOOR PLAN
1/8" = 1'-0"

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
CAFÉ	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 SHOWROOM	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

FLOORING	
F1	PORCELAIN TILE, 12X 24, $15/sf MATERIAL ONLY
F2	CARPET, $40/sy, MATERIAL ONLY
F3	LVT, $10/sf, MATERIAL ONLY
F4	WALK-OFF CARPET, $40/sy, MATERIAL ONLY
CONC	CONCRETE, SEALED
BASE	
B1	4" VINYL BASE
CEILING	
C1	EXPOSE RAFTER AND DECKING, SANDBLAST AND SEAL.
C2	ACOUSTICAL BAFFLES BY FALKBUILT
C3	ACT CEILING, ARMSTRONG, OPTIMA CONCEALED 24 x 96 WITH INTEGRATED LIGHTING
C4	ACT CEILING, ARMSTRONG OPTIMA 24 x 48

CABINETS		
WD1		WOOD VENEER, RIFT CUT WHITE OAK
WD2		WOOD, PAINTED
PLAM		PLASTIC LAMINATE
COUNTERTOPS		
CT1		STONE
CT2		SIMULATED STONE
LIGHTING - LED LIGHT SOURCE TYPICAL		
L1		TRACK LIGHTING
L2		LINEAR PENDANT LIGHTS FOR GENERAL ILLUMIN
L3		DECORATIVE PENDANT
L4		INTEGRATED LINEAR LIGHT
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 NEW 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 MICROWAVES, 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.

TAO LEE associates

The Architectural Seal applies only to the documents to which they are affixed. We disclaim responsibility for other documents prepared by others relating to or intended to be used for this project.
Copyright 2025 TAO+LEE Associates, Inc.

Architect
TAO+LEE ASSOCIATES
411 N. 10th St, Suite 402
St Louis, MO 63101
Tel: 314.446.0885
www.taolee.com

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

9-8-2025 TENANT FITOUT

Revisions:

PLAN AND
FINISH SCHED.

Dwg Title:

SD1

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

BOARD BIILL 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 __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? __X__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 __X__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 __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:

    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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	NA	NA	NA
Additional Revenue	NA	NA	NA
Net	NA	NA	NA
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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 __X__No.

  - If yes, by whom? _____ .

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

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.

WHEREAS, the City of St. Louis, Missouri (the "***City***" or the "***Issuer***"), acting through the Treasurer (the "***Treasurer***") acting in his capacity as Supervisor of Parking Meters is authorized under the laws of the State of Missouri, including Section 82.485, Revised Statutes of Missouri, as amended (the "***Act***"), to issue revenue bonds and pledge parking assets, including real property and future income, for the purpose of financing capital improvements; and

WHEREAS, the City, acting through the Treasurer in his capacity as Supervisor of Parking Meters, previously issued revenue bonds secured by a pledge parking asset under that certain Indenture of Trust dated as of December 1, 2006 (the "***Original Indenture***") among the City, the Parking Commission of the City of St. Louis and UMB Bank, N.A. (the "***Trustee***") as supplemented by applicable supplemental indentures; and

WHEREAS, the City deems it advisable for the general welfare of the people residing and working in the City to now issue not to exceed Five Million Dollars ($5,000,000) aggregate principal amount of bonds (the "***Project Bond***") under the Original Indenture and Supplemental Trust Indenture No. 7, dated as of the first day of the month in which the Project Bond is issued (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**:

"***New Project***" means the acquisition of certain real estate and improvements situated at the 3100 block of Olive Street, as more particularly shown on the plat attached hereto as **Exhibit C** and as further described in that certain appraisal prepared by Integra Realty Resources – St. Louis dated January 30, 2026 (as copy of the executive summary of such appraisal is attached hereto as **Exhibit D**) and the construction of improvements thereon.

Section Two. Findings, Determinations and Declarations. The Board of Aldermen hereby finds, determines and declares as follows:

(a) The issuance of the Project Bond, the sale and delivery thereof through a negotiated sale and the use of the proceeds thereof to (i) finance the New Project, (ii) fund a debt service reserve fund, if any, and (iii) pay costs of issuance of the Project Bond, is necessary and desirable for the general welfare of the City.

(b) In approving the issuance of the Project Bond and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:

(i) the aggregate principal amount of Project Bond shall not exceed the amount set forth in Section Three hereof;

(ii) no bonds or other obligations of any kind or description which are secured by the Pledged Revenues shall be issued or sold without authorization by a subsequent City ordinance; and

(iii) this Ordinance authorizes the issuance and sale of the Project Bond only.

Section Three. Authorization of the Project Bond.

(a) The Board of Aldermen, acting as the governing authority of the City, does hereby authorize the City, as the Issuer, to issue the Project Bond in an aggregate principal amount

determined not to exceed Five Million Dollars ($5,000,000), the proceeds of which Project Bond shall be used to finance the New Project and for the other purposes stated in Section Two above, and which Project Bond shall be sold by a negotiated sale.

(b) The Project Bond shall: (i) have a final maturity not later than March 31, 2036; (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law; and (iii) be sold at the best price obtainable at a premium or at a discount, with such discount not to exceed the maximum discount permitted by applicable Missouri law. Subject to the provisions of this Ordinance, the Project Bond shall be dated, mature, appear in such denominations, bear interest at such times and have such other terms and provisions as provided in the Supplemental Indenture.

(c) The payment of the costs of issuance of the Project Bond out of the proceeds of the sale of such Project Bond, and out of other available funds, is hereby approved on behalf of the City. The Treasurer shall enter into all contracts incident to the issuance and sale of the Project Bond, and shall approve the payment by the Trustee of all costs incurred in connection with such issuance and sale of the Project Bond.

Section Four. Manner of Sale of the Project Bond; Application of Proceeds. The Project Bond may be sold at a negotiated sale at the best price obtainable as the Mayor, the Comptroller and the Treasurer shall determine in their sole discretion, subject to the interest rate and par value limitations set forth in Chapter 108.170, Revised. Statutes of Missouri, as amended. The proceeds of the sale of the Project Bond shall be applied by the City simultaneously with the delivery of the Project Bond in accordance with the provisions of the Supplemental Indenture.

Section Five. Limited Obligations. The Project Bond and the interest thereon: (a) shall be limited obligations of the Issuer payable solely out of the Pledged Revenues received by the Trustee; (b) shall 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 (c) shall not be backed by the taxing power of the City, the State of Missouri or any political subdivision thereof.

Section Six. Appointment of Trustee for Project Bond. The Board of Aldermen of the City hereby authorizes and directs the appointment of the Trustee as the trustee, bond registrar and paying agent for the Project Bond. Such appointments shall be effective immediately upon the filing of the Supplemental Indenture with the Trustee.

Section Seven. Approval of Bond Documents.

(a) Project Bond. The bond form for the Project Bond, attached hereto as an exhibit to the Supplemental Indenture, is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Project Bond on behalf of the City in the manner provided in the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed the Project Bond shall cease to be such officials of the City before the Project Bond so signed and sealed has been actually authenticated by the Trustee as specified in the Original Indenture or

delivered by the City, the Project Bond nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Project Bond had not ceased to be such official or officials of the City; and any such Project Bond also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Project Bond, shall be the proper officials of the City, although at the date of such Project Bond any such person shall not have been such official of the City.

(b) Indenture. The Original Indenture, in the form attached hereto as **Exhibit A** is hereby approved on behalf of the City, and except as otherwise provided in the Supplemental Indenture, shall be applicable to the Project Bond.

(c) Supplemental Indenture. The Supplemental Indenture, in the form attached hereto as **Exhibit B**, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, including, without limitation, and subject to Section Five hereof, changes to include a Deed of Trust or a Financing Lease with respect to the New Project site, if required, as security for the Project Bond, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(d) Bond Purchase Agreement. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials ‘are hereby authorized and directed to execute and deliver the Bond Purchase Agreement, in such form not inconsistent with. the provisions of this Ordinance, as the City officials executing the same shall approve, and to take such further actions and to execute and deliver such other documents as are required by the City thereunder with the signature of the City officials executing the same to be conclusive of approval of such other documents by the City.

(e) Continuing Disclosure Agreement. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed, if required by SEC Rule 15c2-12, to execute and deliver a Continuing Disclosure Agreement in such form and with changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of the Continuing Disclosure Agreement by the City.

(f) Tax Compliance Agreement. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are authorized and directed to execute and deliver the Tax. Compliance Agreement in such form, not inconsistent with the provisions of this Ordinance, as the City officials executing the same may approve, with such changes, modifications or completions thereof, as the Mayor, the Comptroller and the Treasurer, with the advice as to form of the City Counselor, shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same,

and the signatures of the City officials executing the same shall be conclusive as to their approval of such documents on behalf of the City.

Section Eight. Incorporation of Exhibits. All Exhibits to this Ordinance are incorporated herein and made part of this Ordinance by this reference.

Section Nine. Further Authority. The City shall, and the Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate officials, agents and employees of the City are hereby authorized to, take such further actions and execute such other documents as may be necessary or desirable to carry out, comply with and perform the duties of the City. The Treasurer and the City, after advising and consulting with the Board of Estimate and Apportionment, shall be authorized to take all measures consistent herewith and with the Original Indenture and the Supplemental Indenture deemed necessary to generate the projected. Pledged Revenues necessary to maintain the debt service coverage ratio required by the Original Indenture.

Section Ten. Declaration of Official Intent. The Board of Aldermen hereby declares the "official intent" of the City to use a portion of the proceeds of the Project Bond to reimburse the Treasurer for funds advanced to pay the costs of the New Project from the proceeds of the Project Bond. Reimbursement of such costs is hereby approved, conditioned upon receipt from the Treasurer of an accounting for such prior expenditures accompanied by appropriate supporting documents. The Treasurer and other appropriate officials shall take all steps necessary to meet the requirements of U.S. Treasury Regulations Section 1.150-2 (or successor provisions) promulgated under the Internal revenue Code of 1986, as amended.

Section Eleven. Severability. 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 unconstitutional, the remaining sections of this Ordinance shall be valid, unless the court finds the valid sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void section that it cannot be presumed that the Board of Aldermen would have enacted the valid section without the void ones; or unless the court finds the valid sections, standing alone, are incomplete and incapable of being executed in accordance with legislative intent.

Section Twelve. Emergency Clause. This being an ordinance for public works, it is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis, and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor.

EXHIBIT A

Original Indenture

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	**Year 1 (current)**	**Year 2**	**Year 3**
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	**Year 1 (current)**	**Year 2**	**Year 3**
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	**Year 1 (current)**	**Year 2**	**Year 3**
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	**Year 1 (current)**	**Year 2**	**Year 3**
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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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, Aal, 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

Redemption Dates	Redemption Prices
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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Exhibit A – Form of Series [2025] Bond

Exhibit B – Form of Letter of Representations

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.

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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 **Registered**
No. R-1 **$_____**

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,

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	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

Summary
Board Bill Number 167
Introduced by Alderman Rasheen Aldridge
February 13, 2026

An ordinance **amending** ordinance number 68481 to create a limited exemption for convention facilities within the City of St. Louis for certain private events or trade shows. The exemption applies only under specified circumstances and is intended to allow flexibility for convention-related activities while maintaining the overall purpose and enforceability of existing regulations; including a severability clause.

BOARD BILL NUMBER 167 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE
CO-SPONSORS: ALDERWOMAN JAMI COX ANTWI

An ordinance **amending** ordinance number 68481 to create a limited exemption for convention facilities within the City of St. Louis for certain private events or trade shows. The exemption applies only under specified circumstances and is intended to allow flexibility for convention-related activities while maintaining the overall purpose and enforceability of existing regulations; including a severability clause.

SECTION ONE. Section Seven of Ordinance 68481 is hereby amended to read as follows:

SECTION SEVEN. Where Smoking Not Regulated

Notwithstanding any other provision of this Ordinance to the contrary, the following areas shall be exempt from the provisions of Sections Four and Five:

1. Private residences, except when used as a licensed childcare, licensed adult day care, or licensed health care facility.

2. Not more than twenty percent (20%) of hotel and motel rooms rented to guests and designated as smoking rooms. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Ordinance. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.

3. Private clubs that have no employees, except when being used for a function to which the general public is invited; provided that smoke from such clubs does not infiltrate into areas where smoking is prohibited under the provisions of this Ordinance. This exemption shall not apply to any organization that is established for the purpose of avoiding compliance with this Ordinance.

4. Outdoor areas of places of employment.

5. Tobacco retail stores as defined by this Ordinance.

6. Casino gaming areas as defined by this Ordinance.

7. Bars in existence on the effective date of this ordinance in which only persons aged twenty one (21) years old or older are permitted to enter the premises, the square footage of the entire floor area of the level of the building on which the bar establishment is located is two thousand (2000) square feet or less. The square footage shall not include kitchen areas, storage areas and bathrooms. The bar shall prominently display outside of the premises at each entrance and above the bar the following sign in lettering that is black bold Arial font at (ninety-eight) 98 point size: "WARNING : SMOKING ALLOWED HERE". This exemption for bars shall expire five (5) years after the effective date of this ordinance.

8. A Convention Facility as defined by this ordinance, located within the City of St. Louis may host a time-limited, private and ticketed, specialized convention involving on-site smoking activities only upon satisfaction of all requirements set forth in this subsection. Such exemption shall apply solely to the duration of the permitted private event and or trade show and shall not constitute a permanent exemption from the requirements of this ordinance.

The exemption may be granted only if the Convention Facility demonstrates compliance with the following smoke mitigation measures:

a. Installation and operation of a temporary or permanent ventilation and air filtration system designed to capture and exhaust tobacco smoke, including but not limited to HEPA filtration and negative air pressure systems;

b. Physical separation of smoking-permitted areas from non-smoking areas by fully enclosed barriers;

c. Posting of clear signage notifying attendees and workers of smoking-permitted areas;

d. Implementation of worker protection measures, including the right of employees to opt out of assignment to smoking-permitted areas without penalty.

SECTION TWO. Severability Clause

The provisions of this ordinance shall be severable. In the event that any provision of this ordinance is found by a court of competent jurisdiction to be unconstitutional, the remaining provisions of this ordinance are valid unless the court finds the valid provisions of this ordinance are so essentially and inseparably connected with, and so dependent upon, the void provision that it cannot be presumed that the Board of Aldermen would have enacted the valid provisions without the void ones or unless the Court finds that the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent. .

Summary
Board Bill Number 66
Committee Substitute
Introduced by Alderman Shane Cohn
September 12, 2025

An ordinance amending Chapter 3.160 of the Revised Code of the City of St. Louis by establishing definitions and criteria for the impact assessment of redevelopment projects as required by Section 3.160.030(a)i)e; including a severability clause.

BOARD BILL NUMBER 66 COMMITTEE SUBSTITUTE INTRODUCED BY ALDERMAN SHANE COHN

CO SPONSORS: PRESIDENT MEGAN GREEN/ALDERWOMAN ALISHA SONNIER/ALDERMAN RASHEEN ALDRIDGE

An ordinance amending Chapter 3.160 of the Revised Code of the City of St. Louis by establishing definitions and criteria for the impact assessment of redevelopment projects as required by Section 3.160.030(a)i)e; including a severability clause.

WHEREAS, the City of St. Louis seeks to ensure that public incentives are used strategically to promote equitable development and community revitalization, particularly in historically disinvested neighborhoods; and

WHEREAS, the development of a standardized Community Benefits Scorecard will create a transparent, accountable, and data-informed framework for evaluating the public value of proposed projects seeking tax incentives; and

WHEREAS, aligning redevelopment incentives with measurable community benefits, such as affordable housing, transit access, environmental remediation, and quality jobs, helps ensure that economic growth is inclusive, sustainable, and rooted in the needs of existing residents; and

WHEREAS, the Community Benefits Scorecard advances the goals set forth in Ordinance 71620 by operationalizing the required impact assessment into a clear and publicly accessible tool, guided by the Economic Justice Index or its successor, thereby enabling more equitable and intentional redevelopment across the city.

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

SECTION ONE. Section 3.160.010 of the Revised Code of the City of St. Louis is hereby amended by the addition of the following defined terms:

Affordable Housing shall mean the extent to which housing units are financially accessible for

persons or families at or below the Area Median Income.

Alignment with Neighborhood Plans shall mean the extent to which a Development Proposal includes specific elements that align with approved neighborhood plans. The Applicant must identify in their Development Proposal specific components of approved neighborhood plans and describe how the Development Proposal aligns with these components.

Capital Investment shall mean the total hard and soft development costs necessary to construct, rehabilitate, or otherwise complete the proposed project, including but not limited to land acquisition and related development expenses.

Commercial Corridors shall mean key commercial corridors within the City of St. Louis, which lists are maintained by the Planning and Urban Design Agency (PDA). Projects located within two blocks of a designated Commercial Corridor and or a part of the Main Streets Program.

Community Benefits Contribution shall mean a contribution to the Affordable Housing Trust Fund, Economic Justice Fund, St. Louis Education Fund, or other similar approved fund established by ordinance or resolution of the City of St. Louis for a public purpose and administered by a City department, agency, or authorized public entity.

Economic Justice Index shall mean the data-driven mapping and evaluation tool developed to guide equitable development in the City of St. Louis by identifying areas of historic disinvestment and opportunity.

Environmental Remediation shall mean the scope of work and cost of cleaning environmental contamination which represents a threat to public health.

Environmental Impact shall mean the extent to which a Development Proposal incorporates

sustainable design principles and green building standards to promote climate resiliency, or how a Development Proposal will address negative environmental implications such as, but not limited to, pollution, increased emissions, or harm to natural ecosystems.

Existing Vacant Building Renovation shall mean the extent to which a Development Proposal will utilize previously vacant buildings.

Geography shall mean projects located in areas of high need and opportunity that have experienced historic disinvestment. SLDC will utilize a separate mapping tool, such as the Economic Justice Index or similar approved plan, to identify specific geographic areas of the community that are priorities for investment.

Historic Preservation shall mean the extent to which a Development Proposal will work to rehabilitate, restore, or stabilize a building or site that is individually landmarked or located within a designated local, state, or federal historic district.

Minority or Women Owned Business shall mean businesses that are certified as a minority-owned business enterprise (MBE) or women-owned business enterprise (WBE).

Outside Funding– shall mean any public financing awarded to the project from federal, state, or nonprofit grant sources.

Public Infrastructure shall mean the extent to which a Development Proposal will make investments in public
infrastructure such as sidewalks, streetscape improvements, public lighting, and transit amenities.

Quality Jobs shall mean the extent to which a Development Proposal creates permanent jobs which pay not less than a living wage, as defined and updated annually pursuant to Chapter 3.99

of the Revised Code of the City of St. Louis.

Transit Access shall mean the extent to which a Development Proposal encourages greater accessibility and provides affordable transportation options for local residents and workers.

Utilization of LRA properties shall mean the inclusion of land or buildings owned by the Land Reutilization Authority (LRA) as part of the development site, whether through acquisition, lease, or redevelopment agreement with the LRA.

SECTION TWO. Section 3.160(a)i)e. of the Revised Code of the City of St. Louis is hereby repealed and replaced with the following:

e. An impact assessment regarding community benefits associated with the Development Proposal and its impact on economic equity and sustainability.

i. SLDC shall establish and make publicly available the form of impact assessment required by this Chapter, which may be a scorecard, checklist, or similar report.

ii. The score from the impact assessment will assist with determination whether the Development Proposal is approved and the term and amount of Tax Incentives the Development Proposal may receive.

iii. The impact assessment required under this Chapter shall include a standardized set of indicators which shall include but shall not be limited to the following:

(1) amount of Capital Investment,

(2) investment into Public Infrastructure,

(3) Transit Access,

(4) Economic Justice Index designation,

(5) use of Minority or Women Owned Businesses,

(6) Historic Preservation,

(7) Outside Funding,

(8) Environmental Remediation,

(9) Existing Vacant Building Renovation,

(10) Utilization of LRA Properties,

(11) Community Benefit Contribution,

(12) Alignment with Neighborhood Plans,

(13) location along a Commercial Corridor,

(14) inclusion of Affordable Housing,

(15) Environmental Impact,

(16) Geography, and

(17) number of Quality Jobs.

iii. SLDC shall provide a draft of the impact assessment to the HUDZ Committee for approval or modifications.

SECTION THREE. Severability clause

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

ORDINANCE 71620

BOARD BILL NUMBER 64 COMMITTEE SUBSTITUTE AS AMENDED INTRODUCED BY ALDERMAN SHANE COHN/ ALDERMAN DAN GUENTHER/ ALDERMAN BILL STEPHENS/ ALDERWOMAN MEGAN GREEN

An Ordinance approving policies and procedures in connection with the consideration of development proposals; and containing severability and emergency clauses.

WHEREAS, under Missouri law, development proposals seeking tax incentives, rezoning, variances or other development approvals (as further defined herein, the "Development Proposals") in The City of St. Louis (the "City") are, depending on the nature of such proposals, considered by the Board of Aldermen of the City (the "Board of Aldermen") or various agencies, boards, authorities, commissions, instrumentalities, and other bodies affiliated with the City (collectively with the Board of Aldermen and as further defined herein, the "Decision-Making Bodies"); and

WHEREAS, the consideration of Development Proposals by the Decision-Making Bodies is necessary for the orderly operation of local government and the physical and economic well-being of the City; and

WHEREAS, the Board of Aldermen desires that the policies and procedures for the consideration of Development Proposals by any Decision-Making Body be transparent, standardized and intended to produce a result in the best interest of the City as a whole; and

WHEREAS, the Board of Aldermen hereby finds and determines that it is desirable to adopt this Ordinance for the purpose of establishing transparent, standardized and beneficial policies and procedures for the consideration of Development Proposals.

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

SECTION ONE. Definitions. In addition to the words and terms defined elsewhere in this Ordinance, capitalized words and terms and shall have the following meanings in this Ordinance:

(a) "Alderperson" means a member of the Board of Aldermen, including the President of the Board of Aldermen.

(b) "Alderperson's Staff" means an employee of the Board of the Aldermen assigned to assist an Alderperson.

(c) "Applicant" means the developer or property owner that has applied for or requested approval of the Development Proposal.

(d) "Board of Aldermen" means the legislative body of the City as established pursuant to Article IV of the City Charter.

(e) "Board of Estimate and Apportionment" means the Board of Estimate and Apportionment of the City as established pursuant to Article XVI of the City Charter.

(f) "Business Retention/Attraction Project" means Development Proposals related to the retention or attraction of businesses, jobs and investment that are part of a competitive site-selection process with other jurisdictions or otherwise require the City or SLDC to review or evaluate confidential information as part of due diligence into a prospective project.

(g) "City" means The City of St. Louis, Missouri.

(i) "City Code" means the Revised Code of the City of Saint Louis, 2020, Annotated, as may be amended from time to time.

(j) "Conflict of Interest Disclosure Certification" means the certification described in subsection (d) of Section Three of this Ordinance and substantially in the form of **Exhibit A**

attached hereto or as may be updated from time to time by each Decision-Making Bodies' legal counsel.

(k) "Decision-Making Body" or "Decision-Making Bodies" means an agency, board, commission, instrumentality or other body that has jurisdiction by law or ordinance to approve, disapprove, recommend for approval or recommend against approval of a Development Proposal, including, without limitation, the Board of Aldermen, the Planning Commission, the Affordable Housing Commission, the EEZ Board, the LCRA, the PIEA, the Port Authority and the TIF Commission.

(l) "Development Proposal" means an application or proposal filed with the City, SLDC or any Decision-Making Body seeking approval of Tax Incentives, Preliminary Approvals, or Site-Specific Development Approvals.

(m) "Development Proposal Report" means a report relating to a specific Development Proposal meeting the requirements set forth in Section Three of this ordinance.

(n) "EEZ Board" means the Enhanced Enterprise Zone Board of the City of St. Louis, Missouri.

(o) "Fourth Degree of Consanguinity" means parents, grandparents, great-grandparents, great- great-grandparents, spouse, children, siblings, grandchildren, great-grandchildren, great-great- grandchildren, nieces or nephews, grand-nieces or grand-nephews, aunts or uncles, great-aunts or great-uncles, and first cousins by virtue of a blood relationship or marriage.

(p) "HUDZ Committee" means the Housing, Urban Development and Zoning Committee of the Board of Aldermen, or if the Housing, Urban Development and Zoning

Committee no longer exists, the committee of the Board of Aldermen with the primary responsibility for reviewing board bills and resolutions associated with Tax Incentives.

(q) "LCRA" means the Land Clearance for Redevelopment Authority of the City of St. Louis.

(r) "LRA" means The Land Reutilization Authority of the City of St. Louis, Missouri.

(s) "Material Change" means modifications on the use of eminent domain, to the length of tax abatement, to the boundaries of the Area, or any other modification which will substantially change the general nature of the project such as the addition of a residential, commercial or industrial component to the project.

(t) "PIEA" means the Planned Industrial Expansion Authority of the City of St. Louis.

(u) "Planning Commission" means the City's Planning Commission described in Chapter 3.48 of the City Code.

(v) "Port Authority" means the City of St. Louis Port Authority.

(w) "Preliminary Approval" means legislative action granting other decision making bodies the discretion to award incentives without further legislative action. This includes but is not limited to legislative approval of a Chapter 99 Redevelopment Plan, Blighting Study, or Chapter 353 Plan.

(x) "Site-Specific Development Approvals" means any rezoning, subdivision, conditional use permit, variance or other approval requested of a Decision-Making Body relating to a single parcel or grouping of parcels proposed to be developed as a unified project by the applicant for such Site-Specific Development Approval. Site-Specific Development Approvals expressly do not include health permits, building permits, and other approvals granted by civil

service city employees. Additionally, Site-Specific Development Approvals do not include generally-applicable laws and regulations or approvals relating to district or neighborhood-wide planning and redevelopment efforts.

(y) "SLDC" means the St. Louis Development Corporation or such successor organization or organizations that review Development Proposals for Tax Incentives.

(z) "State Ethic Laws" means the laws of the State of Missouri governing conflicts of interests and prohibited actions by elected officials, appointed officials and employees of the City and other political subdivisions, including, but not limited to, Sections 105.452 and 105.454 of the Revised Statutes of Missouri.

(aa) "Sunshine Law" means Chapter 610 of the Revised Statutes of Missouri and any other state or federal law pertaining to the public disclosure of records possessed or maintained by the City or any Decision-Making Body.

(ab) "Tax Incentives" means real or personal property tax abatement, tax increment financing, or construction material sales tax exemption.

(ac) "TIF Commission" means the Tax Increment Financing Commission of the City of St. Louis, Missouri.

SECTION TWO. Transparency.

a. All meetings of Decision-Making Bodies, except such meetings that have been closed pursuant to the Sunshine Law, shall be livestreamed and recordings and minutes of such meetings shall be made publicly available on a website maintained or otherwise utilized by the City or SLDC. Notwithstanding the foregoing, any interruption, delay or other technical difficulty that impacts the livestreaming or recording of the meeting shall not

impact the validity of any actions taken at such meeting so long as the meeting is otherwise publicly accessible and complies with the provisions of the Sunshine Law. In the event of any interruption, delay or other technical difficulty in the livestreaming or recording of a meeting, the impacted Decision-Making Body shall make good faith efforts to resolve the issue promptly and alert the public of the technical difficulties through chatbox or similar feature available on the livestreaming system.

b. SLDC shall prepare an annual compliance report addressed to the Mayor and the Board of Aldermen, and present such report at a public meeting of the Housing, Urban Development & Zoning Committee or its equivalent prior to the end of each fiscal year. The annual report shall detail SLDC's efforts to comply with the provisions of ordinance and shall be published online within 48 hours of its submission.

c. All incentive applications filed with the St. Louis Development Corporation, excepting those attached to confidential Business Retention/Attraction Projects, shall be open to the public under Missouri's Sunshine Law (RSMO 610).

SECTION THREE. Incentive Review Policy and Procedures.

(a) No Board Bill enacting or approving a Development Proposal requesting a Tax Incentive shall be filed without an accompanying Development Proposal Report prepared by SLDC.

i) The Development Proposal Report shall contain, to the extent available, the following information:

a. a memorandum including (A) a description of the Development Proposal, (B) information regarding the Applicant, including, without

limitation, the Applicant's past development experience in the City and elsewhere, (C) whether the requested Development Proposal is for a preliminary or final approval (and if preliminary, what remaining approvals would be needed to implement the project described in the Development Proposal), and (D) a recommendation from SLDC or departmental staff to the Decision-Making Body as to whether the Decision Making-Body should approve or disapprove the Development Proposal, the amount and duration of an approved Tax Incentive, and the rationale and contingencies for its recommendation;

b. a summary of all known attempts to gather public input, including, without limitation, statutory public hearings and neighborhood association meetings, consultation with affected tax districts, and a description of any additional opportunities for public input (for example, if approval of a specific Development Proposal requires additional public hearings under City ordinance or state law);

i. For proposed developments with a total estimated development cost larger than Ten Million Dollars ($10,000,000), the applicant shall solicit public input prior to submitting in a manner acceptable to SLDC and SLDC shall incorporate that public input into its Development Proposal Report.

ii. If the Development Proposal requests real or personal property tax abatements or tax increment financing and relates to a project

expected to cost at least One Million Dollars ($1,000,000) SLDC shall consult with Saint Louis Public Schools and the Development Proposal Report shall indicate if a position has been taken by Saint Louis Public Schools in support or opposition of the proposal.

c. if the Development Proposal is part of a Business Retention/Attraction Project, information, to extent publicly available, regarding the site selection process;

d. if the Development Proposal requests Tax Incentives and relates to a project expected to cost at least One Million Dollars ($1,000,000), SLDC staff shall provide an overview and economic analysis of the requested Tax Incentives including: i) a but for analysis of the developer's projected return with and without proposed incentives and with and without proposed community benefits; and ii) a fiscal impact analysis of tax revenues accruing to the City, St. Louis Public Schools, and other taxing districts, as well as any net new costs created by the proposed development.

e. An impact assessment regarding community benefits associated with the Development Proposal and its impact on economic equity and sustainability (which may be in the form a scorecard, checklist or similar standardized report);

f. copies of any Letters of Support from taxing districts, unions, or elected

officials. Letters of Support from Alderpersons must meet the requirements of this Ordinance; and

g. the name, phone number and email address of an SLDC or departmental staff person that members of the Decision-Making Body can contact for additional information or questions regarding the Development Proposal; and

h. signed Conflict-of-Interest Disclosure Certifications by SLDC and any departmental staff persons involved in preparing the Development Proposal Report.

ii) Notwithstanding the foregoing, Development Proposal Reports for preliminary approvals or for Business Retention/Attraction Projects may not include all of the above-required information if such information is not yet available, complete or permitted to be publicly released. However, the persons preparing the Development Proposal Reports shall endeavor to prepare as complete of a Development Proposal Report as the circumstances permit and shall indicate in the Development Proposal Report the reason or rationale why any of the above-described components are not included in the specific Development Proposal Report.

iii) When a draft Board Bill for introduction of a Development Proposal is submitted to the Clerk, the Development Proposal Report will be included as an exhibit.

(b) SLDC shall develop, maintain, and apply standardized redevelopment agreement

provisions:

i. For all tax incentive projects, such provisions shall establish:

a. Reporting standards requiring applicants to submit verified project construction costs, total development costs, and sources of funding for the Project.

b. Monitoring compliance, in coordination with applicable City and SLDC departments, of all aspects of a redevelopment agreement and generally applicable City Code provisions including without limitation, minority contracting, workforce, prevailing wage and property maintenance provisions.

c. Enforcement policies providing that failure to fulfill the following conditions, or any other failure of the applicant to perform under the applicable redevelopment agreement, shall constitute a default, requiring the applicant to forfeit future tax incentives:

1. Failure to fulfill community benefit commitments

2. Failure to comply with the requirements of Ordinance Nos. 60275, 69427, 70767 and 71094, as may be amended or supplemented, pertaining to first source hiring, minority-owned and women-owned business participation, workforce development, and prevailing wage compliance.

3. Following project completion, for the duration of the incentive period, failure to maintain property up to code if not cured within 30 days.

4. Failure to comply with the accessibility requirements of 24 CFR 8.22, which, in addition to specific protections for individuals with mobility and vision impairments, requires multifamily housing projects to be designed and constructed to be readily accessible to and usable by individuals with handicaps.

d. Enforcement policies subjecting the applicant to such claw-backs as SLDC may require in order to hold Applicants accountable for misleading representations or material changes (i.e. verified construction costs significantly below projected construction costs in the application for tax incentives)

e. A revenue protection policy indexing the tax abatement base and payments in lieu of taxes to inflation to ensure that real revenue does not fall as a result of tax abatements.

(c) SLDC may develop and maintain different standardized redevelopment agreement provisions depending on the type of Tax Incentive and the size and location of the applicable project. If any Development Proposal includes a request to deviate from standardized redevelopment agreement provisions, such differences shall be identified in the Development Proposal Report.

(d) SLDC shall, at least once per calendar year, hold a publicly accessible training

seminar regarding its requirements and policies that govern redevelopment agreements.

(e) If the approval of a Tax Incentive is determined by a Decision-Making Body other than the Board of Aldermen, the applicable Decision-Making Body shall not grant final approval of a Tax Incentive until the Development Proposal Report relating to the Tax Incentive is transmitted, by electronic mail, to all members of the Board of Aldermen. If the members of the Board of Aldermen wish to recommend against a Tax Incentive within 30 days after the applicable Development Proposal Report is transmitted to them, then written notice of such recommendation shall be provided to the applicable Decision-Making Body. Notwithstanding the foregoing, nothing in this Section is intended to limit a Decision-Making Body's authority to adopt further approvals as are necessary to implement previously approved Development Proposals and to approve amendments to plans, agreements and other documents, as permitted by state law, so long as such amendments do not (A) increase the amount or duration of any Tax Incentive, (B) expand the boundaries of any redevelopment area or district, (C) contemplate using eminent domain in a manner or on a property not disclosed as part of the original Development Proposal, or (D) materially change the general nature of the underlying project.

(f) No board bill or resolution relating to a Development Proposal may be sponsored by a member of the Board of Aldermen unless the applicable Alderperson files a Conflict-of-Interest Disclosure Certification with the Clerk of the Board of Aldermen prior to the introduction of the board bill or resolution or being added as

an additional sponsor to the applicable board bill or resolution. The Conflict-of-Interest Disclosure Certification may be signed manually or electronically by the Alderperson.

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

SECTION FIVE. Emergency Clause. The immediate application of this Ordinance to Development Approvals is necessary to ensure that Decision-Making Bodies do not inadvertently approve Development Proposals harmful to the public peace, health of safety. Accordingly, this Ordinance is hereby declared an emergency measure under the terms and provisions of Article IV, Sections 19 and 20 of the Charter of the City of St. Louis and shall take effect immediately upon its passage and approval by the Mayor.

Board Bill Number 64
Committee Substitute As Amended
Exhibit A: Form of Conflict of Interest Disclosure Certification

Conflict of Interest Disclosure Certification

[Board Bill No. _____/Resolution No. _____]

Capitalized terms used in this certification shall have the meanings set forth in Ordinance No. _____ [Board Bill No. 64].

I, _____, the duly-elected Alderperson for the _____ ward have reviewed Ordinance No. _____[Board Bill No. 64] and the applicable State Ethics Laws in connection with my sponsorship of [Board Bill No. ___/Resolution No.___]. I hereby confirm that I have no conflict of interest in the approvals supported in this letter and will not receive any special monetary benefit from the approvals supported in this letter. I hereby confirm and certify, to the best of my knowledge, that my sponsorship of [Board Bill No. ___/Resolution No.___] does not violate Ordinance No. _____[Board Bill No.64] and the applicable State Ethics Laws.

_____
Alderperson, ___ ward

Summary
Board Bill Number 155
Introduced by Alderwoman Jami Cox Antwi
February 13, 2026

An ordinance approving the petition establishing the Downtown St. Louis Sports And Entertainment Community Improvement District as a political subdivision to remediate blight and encourage redevelopment within the area generally bounded by Cole and Carr Streets to the North, the Mississippi River to the East, Interstate 64 to the South, and Jefferson Avenue to the West ; authorizing the issuance of obligations with maturities of up to twenty years ; appointing a seven-member Board of Directors ; and mandating the submission of annual budgets and performance reports to the City Register and the Missouri Department of Economic Development.

BOARD BILL NUMBER 155 INTRODUCED BY ALDERWOMAN JAMI COX ANTWI
COSPONSOR: ALDERMAN RASHEEN ALDRIDGE

An Ordinance Approving The Petition To Establish A Community Improvement District, Establishing The Downtown St. Louis Sports And Entertainment Community Improvement District, Finding A Public Purpose For The Establishment Of The Downtown St. Louis Sports And Entertainment Community Improvement District, And Containing A Severability Clause.

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

WHEREAS, Section 67.1400 *et seq.*, RSMo, (the "CID Act") authorizes the Board of Aldermen to approve the petitions of property owners to establish a Community Improvement District; and

WHEREAS, a petition has been filed with the City, requesting formation and establishment of The Downtown St. Louis Sports And Entertainment Community Improvement District (the "CID"), to be formed as an "entertainment district" (as defined in Section 67.1421 of the Act) and signed by the authorized representatives of the owners of more than fifty percent by assessed value of the property located within the proposed boundaries of the CID (the "Petition"); and

WHEREAS, the Register of the City of St. Louis did review and determine that the Petition substantially complies with the requirements of the CID Act; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the best interest of the City of St. Louis and that the owners of real property located within the CID, as well as the City as a whole, will benefit from the establishment of the CID and the other transactions described herein.

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

SECTION ONE.

1. A community improvement district, to be known as "The Downtown St. Louis Sports And Entertainment Community Improvement District" (hereinafter referred to as the "CID"), is hereby established pursuant to the CID Act on certain real property described below to provide certain services, or contract with a private property owner to provide certain services, and construct, reconstruct, install, repair, maintain and/or equip various public improvements, and carry out other functions as set forth in the Petition, which is attached hereto as **Appendix A** and incorporated herein by this reference.

2. The CID boundaries are set forth in the Petition and are generally described as follows: Generally bounded by Cole St. and Carr St. to the North, the Mississippi River to the East, Interstate 64 to the South, and Jefferson Avenue to the West.

SECTION THREE. The CID is authorized by the CID Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part or any combination of the revenues of the CID and may be further secured by all or any part of any property or any interest in any property by mortgage or any other security interest granted. Such obligations shall be authorized by resolution of the CID, and if issued by the CID, shall bear such date or dates, and shall mature at such time or times, but not more than twenty (20) years from the date of issuance, as the resolution shall specify. Such obligations shall be in such denomination, bear interest at such rate or rates, be in such form, be payable in such place or places, be subject to redemption as such resolution may provide and be sold at either public or private sale at such prices as the CID shall determine subject to the

provisions of Section 108.170, RSMo. The CID is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the CID.

SECTION FOUR.

1. Pursuant to the Petition, the CID shall be in the form of a political subdivision of the State of Missouri, known as "The Downtown St. Louis Sports And Entertainment Community Improvement District."

2. Pursuant to Section 67.1471 of the CID Act, the fiscal year for the CID shall be the same as the fiscal year for the City of St. Louis.

3. No earlier than one hundred and eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, the CID shall submit to the Board of Aldermen a proposed annual budget for the CID, setting forth expected expenditures and revenues for such fiscal year. The Board of Aldermen may review and comment on this proposed budget, but if such comments are given, the Board of Aldermen shall provide such written comments no later than sixty (60) days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements, but shall only be recommendations.

4. The CID shall hold an annual meeting and adopt an annual budget no later than thirty (30) days prior to the first day of each fiscal year.

SECTION FIVE. The CID is authorized to use the funds of the CID for any of the improvements, services or other activities authorized under the CID Act.

SECTION SIX. Pursuant to the CID Act, the CID shall have all of the powers necessary to carry out and effectuate the purposes of the CID and the CID Act as set forth in the CID Act.

SECTION SEVEN. The City of St. Louis hereby finds that the uses of the CID proceeds as provided for in the Petition will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the CID.

SECTION EIGHT. Within one hundred twenty (120) days after the end of each fiscal year, the CID shall submit a report to the Register of the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the CID during such fiscal year, and copies of written resolutions approved by the board of directors of the CID during the fiscal year. The Register shall retain this report as part of the official records of the City and shall also cause this report to be spread upon the records of the Board of Aldermen, pursuant to Section 67.1471 of the CID Act.

SECTION NINE. The term for the existence of the CID shall be as set forth in the Petition, as may be amended from time to time, or as such term may be otherwise modified in accordance with the CID Act.

SECTION TEN. Pursuant to the CID Act, the Board of Aldermen shall not decrease the level of publicly funded services in the CID existing prior to the creation of the CID or transfer the burden of providing the services to the CID unless the services at the same time are decreased throughout the City, nor shall the Board of Aldermen discriminate in the provision of the publicly funded services between areas included in the CID and areas not so included.

SECTION ELEVEN. The Register shall report in writing the creation of The Downtown St. Louis Sports And Entertainment Community Improvement District to the Missouri Department of Economic Development.

SECTION TWELVE. The Petition provides that the CID shall be governed by a Board of Directors consisting of seven individual directors (collectively the "Directors" and each a

"Director"), such Directors to be appointed by the Mayor of the City with the consent of the Board of Aldermen, in accordance with the CID Act and the qualifications set forth in the Petition. By her approval of this ordinance, the Mayor does hereby appoint the following named individuals as Directors of the CID for the terms set forth below, and by adoption of this ordinance, the Board of Aldermen hereby consents to such appointments:

Name	Term
Ryan McClure	2 years
Ronald Kruszewski	2 years
Brad Dean	2 years
James Mann	2 years
Robert O'Loughlin	4 years
William DeWitt Jr.	4 years
Chris Zimmerman	4 years

SECTION THIRTEEN. The Mayor and Comptroller of the City or his or her designated representatives are hereby authorized and directed to take any and all actions to execute and deliver for and on behalf of the City any and all additional certificates, documents, agreements or other instruments as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Alderman necessary to authorize such action by the Mayor or Comptroller or his or her designated representatives.

SECTION FOURTEEN. The Mayor and Comptroller and his or her designated representatives, with the advice and concurrence of the City Counselor, are hereby further authorized and directed to make any changes to the documents, agreements and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance

and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Board of Alderman necessary to authorize such changes by the Mayor or Comptroller or his or her designated representatives.

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

APPENDIX A

Petition to Establish The Downtown St. Louis Sports And Entertainment Community Improvement District

On file with City Register

HUSCH BLACKWELL

Katie Jenner
Partner

8001 Forsyth Boulevard, Suite 1500
St. Louis, MO 63105
Direct: 314.345.6255
Fax: 314.480.1505
Katie.Jenner@huschblackwell.com

RECEIVED
CITY REGISTER
2026 FEB -2 P 4:09

February 2, 2026

Amber Simms
St. Louis City Register
City of St. Louis
1200 Market Street, Room 118
St. Louis, MO 63103

Re: Petition to Establish the Downtown St. Louis Sports and Entertainment Community Improvement District

Dear Ms. Simms:

Please find enclosed for your review and determination of its compliance with the Community Improvement District Act, RSMo. §67.1401 *et seq.* a Petition to Establish the Downtown St. Louis Sports and Entertainment Community Improvement District.

Please do not hesitate to contact me should you have any questions.

Sincerely,

HUSCH BLACKWELL LLP

Katie Jenner

Katie Jenner
Partner

Enclosure

Cc: Jami Cox Antwi, 8th Ward Alderwoman (with enclosure)
Rasheen Aldridge, 14th Ward Alderman (with enclosure)
Shawn Ordway, St. Louis City Assessor (with enclosure)
David Donald, St. Louis City Assessor's Office (with enclosure)
Michael Garvin, Interim City Counselor (with enclosure)
Robert O'Loughlin, Petitioner (with enclosure)
David Richardson, Counsel of Petitioner (with enclosure)

4937-7678-1447

DOWNTOWN ST. LOUIS SPORTS AND ENTERTAINMENT COMMUNITY IMPROVEMENT DISTRICT

Petition to Establish a Community Improvement District Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of Missouri, as Amended

City of St. Louis, Missouri

2026

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EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

PETITION TO ESTABLISH
THE DOWNTOWN ST. LOUIS SPORTS AND ENTERTAINMENT COMMUNITY IMPROVEMENT DISTRICT

This petition ("Petition") for the creation of a Community Improvement District within a certain limited portion of the City of St. Louis, Missouri (the "City") is submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (2016), as amended (the "Act").

At set forth herein, the persons and/or entities signing this Petition in accordance with the Act ("Petitioners") request that the governing body of the City (the "Board of Aldermen") hold a public hearing and approve and adopt the Petition as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be "The Downtown St. Louis Sports and Entertainment Community Improvement District" (the "District").

B. Legal Description

The District includes all of the real property (the "District Property") legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B ("District Boundary Map").

D. Entertainment District

The District shall be established as an entertainment district, pursuant to Section 67.1421 of the Act, and will be an area situated within the City's downtown that contains more than one hundred (100) acres and a combination of sports and entertainment venues.

2. PETITIONERS

Based on the tax records of the collector of revenue of the City as of the date of filing this Petition, Petitioners own more than fifty percent (50%) by assessed value of the District Property.

3. NOTICE TO PETITIONERS

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Register of the City.

4. FIVE YEAR PLAN

A. Purposes of the District

The purpose of the District will be to foster the economic growth of the State of Missouri (the "State"), providing substantial revenue, creating jobs, and enhancing the State's cultural and social vitality, by providing, undertaking, and assisting with the funding of services and improvements for the District through the issuance of notes or other obligations of the District to fund the cost of the services and improvements ("District Obligations"), entering into contracts or agreements with individuals, firms, corporations, nonprofit organizations, political subdivisions, municipalities, or any other entities as necessary to provide services, improvements, or otherwise further the purposes of the District, or exercising any authorized purpose of the District pursuant to and in accordance with the Act.

B. Services and Improvements

The District may provide, undertake, or assist with funding for certain services and may construct, reconstruct, install, repair, maintain, and/or equip various public improvements, as described herein and in the Act. The services and improvements may be undertaken throughout the life of the District and may include, but are not limited to:

1. Security, Public Safety, and Parking

Services in this category may include, but are not limited to (a) the hiring and training of individuals who are peace officers certified by the POST commission, as such terms are defined in Section 590.010 of the Revised Statutes of Missouri (2016), as amended, to enforce the laws and rules of the State, the City, the District, and any other political subdivision with territory within the boundaries of the District including, but not limited to, laws and rules relating to curfews, unaccompanied minors, public spaces, the operation of motor vehicles and other matters of public safety within the boundaries of the District; (b) the purchase, installation, and maintenance of security cameras for the security of the District; (c) the purchase of communication equipment designed to address security related issues; (d) the purchase, installation, and maintenance of lighting for the security of the District; and (e) the purchase of bicycles or automobiles for security personnel.

2. Cleaning and Maintenance

Services in this category may include the funding of cleaning services, which may include, but are not limited to (a) street sweeping and cleaning; (b) additional trash collection; (c) landscape and streetscape maintenance; (d) maintenance of street furniture, public art, decorations, improvements, banners, lighting, and

signage; (e) graffiti removal; and (f) the purchase of equipment to assist in the above-listed cleaning and maintenance services.

3. Marketing & Special Events

Services in this category may include, but are not limited to (a) the contracting of services for the purposes of marketing the District; (b) the purchase of marketing materials such as banners, way-finding markers, newsletters, and other promotional materials; (c) the contracting of services for the planning and implementation of events; (d) funds to help in the planning, coordination, and implementation of events; (e) the purchase or lease of tents, bleachers, and other similar equipment for use at events; and (f) funds for the purpose of promoting, developing, and supporting entertainment tourism including, but not limited to, ticket sale guarantees.

4. Public Improvements

Improvements in this category may include public improvements as authorized by Section 67.1461.1(16) of the Act including, but not limited to (a) the purchase, installation, and maintenance of street lighting; (b) the purchase, installation, and maintenance of beautification materials throughout the district; (c) the contracting of services for installation of street improvements throughout the district; and (d) the matching of funds for grants and projects intended to benefit the District.

In addition to the above-described items, the purposes may be expanded or limited as decided by the Board, as hereinafter defined. The Board shall have the authority to implement such other services and improvements as contemplated by the Act.

C. Estimate of Costs of Services and Improvements

The estimated costs of the services and improvements to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Ten Million Dollars ($10,000,000.00), which excludes the cost of issuance related to the issuance of any District Obligations. Costs may also be used to finance professional fees and expenses, underwriting, and issuance costs related to the District Obligations.

The estimated costs contained herein shall not limit the District in the event the costs of the services and/or improvements increase or decrease.

D. Anticipated Sources of Funds to Pay Costs

The anticipated sources of funds to pay the costs of services and improvements to be incurred by or on behalf of the District within five (5) years from the date of adoption of an ordinance creating the District are approximately Ten Million Dollars ($10,000,000.00) appropriated to the District by any state department pursuant to an agreement with the District pursuant to Section 67.1501 of the Act.

5. POWERS

The District shall have the powers provided for in § 67.1461 of the Act, subject to the limitations set forth herein.

6. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors ("Board") appointed by the Mayor with the consent of the Board of Aldermen of the City in accordance with the Act, and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of seven (7) directors (the "Directors" and each a "Director").

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

(a) be at least 18 years of age; and

(b) an owner, as defined in Section 67.1401 of the Revised Missouri Statutes (2016), of real property or of a business operating within the district ("Owner").

3. Board Representation

In addition to the qualifications above, the Board representation shall also meet the following requirements:

(a) at least one (1) Director shall be an Owner of a Major League Baseball (MLB) franchise, so long as a Major League Baseball (MLB) franchise is operating within the District.

(b) at least one (1) Director shall be an Owner of a Major League Soccer (MLS) franchise, so long as a Major League Soccer (MLS) franchise is operating within the District.

(c) at least one (1) Director shall be an Owner of a National Hockey League (NHL) franchise, so long as a National Hockey League (NHL) franchise is operating within the District.

(d) at least one (1) Director shall be an Owner of a full-service hotel with over five hundred (500) rooms that is part of a facility with amusement rides and an aquarium, so long as there is such a full-service hotel operating within the District.

(e) at least one (1) Director shall be an Owner of a financial services holding company that is headquartered within the District and employs at least two thousand (2,000) employees within the St. Louis region, so long as there is a financial services holding company that is headquartered within the District and employs at least two thousand (2,000) employees within the St. Louis Region operating within the District.

(f) at least one (1) Director shall be an Owner of the Gateway Arch Park Foundation, so long as the Gateway Arch Park Foundation is operating within the District.

(g) at least one (1) Director shall be an Owner of Explore St. Louis, so long as Explore St. Louis in operating within the District.

At least two (2) of the above directors shall have experience in tourism, economic development, and the marketing of entertainment, sports, conventions, and events.

4. Terms of Initial Directors

Three (3) of the Directors initially appointed by the Mayor with the consent of the Board of Aldermen shall serve an initial term of four (4) years and four (4) of the Directors initially appointed by the Mayor with the consent of the Board of Aldermen shall serve an initial term of two (2) years.

The initial Directors shall serve for the term set out in the Ordinance of the Board of Aldermen appointing them and until their successor Directors are appointed.

In the event, for any reason, a Director is not able or not willing to serve his or her full term ("Existing Director"), any vacancy to the Board shall be filled by appointment of a Director ("Interim Director") by a vote of the remaining Board. If applicable at the time of appointment, any Interim Director shall meet the same additional qualification set forth in Section 3 above as the Existing Director.

5. Terms of Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the Board of Aldermen by

resolution according to a slate submitted to the City Register by the Board. The City Register shall immediately deliver the slate to the Mayor and the Board of Aldermen. Not later than 90 days following the date the slate is submitted to the City Register:

(a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent by resolution to the appointment; or

(b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing with written reasons for rejection of the slate that the Board submit an alternate slate. If no action is completed within the 90-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the slate submitted as of the expiration of the 90-day period.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the City Register. The City Register shall immediately deliver the alternate slate to the Mayor and the Board of Aldermen. Not later than 60 days following the date the alternate slate is submitted to the City Register:

(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 appointment: or

(b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing with written reasons for rejection of the alternate slate that the Board submit another alternate slate. If no action is completed within the 60-day period, the successor Directors shall be deemed to have been appointed by the Mayor with the consent of the Board of Aldermen according to the alternate slate submitted as of the expiration of the 60-day period.

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; provided however, the time period for action by the Mayor and the Board of Aldermen following the submission of each alternate slate shall be reduced to 30 days.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of all of the real property within the District is $766,604,510 according to the tax records of the collector of revenue of the City.

8. BLIGHT DETERMINATION

This Petition does not seek nor request determination that the proposed district, or any legally described portion thereof, is a blighted area.

9. LIFE OF THE DISTRICT

The proposed length of time for the existence of the District is twenty-seven (27) years following the effective date of the ordinance adopting and approving this Petition.

10. REAL PROPERTY TAXES

The District shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes imposed by the District on District Property is zero.

11. SALES TAXES

The District shall have no power to impose a district sales and use tax to the qualified voters for approval; as such, the maximum rate of sales and use tax imposed by the District on the retail sales in the District is zero.

12. SPECIAL ASSESSMENTS

The District shall have no power to assess special assessments; as such, the maximum rate of special assessments imposed by the District on District Property is zero.

13. BORROWING CAPACITY

This Petition does not seek to limit the borrowing capacity of the District nor does it seek to limit the revenue generation of the District. The District shall have all powers and authority provided in the Act to borrow revenue and generate revenue in order to provide services and improvements that are necessary and desirable to the District.

14. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

15. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

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EXHIBIT A

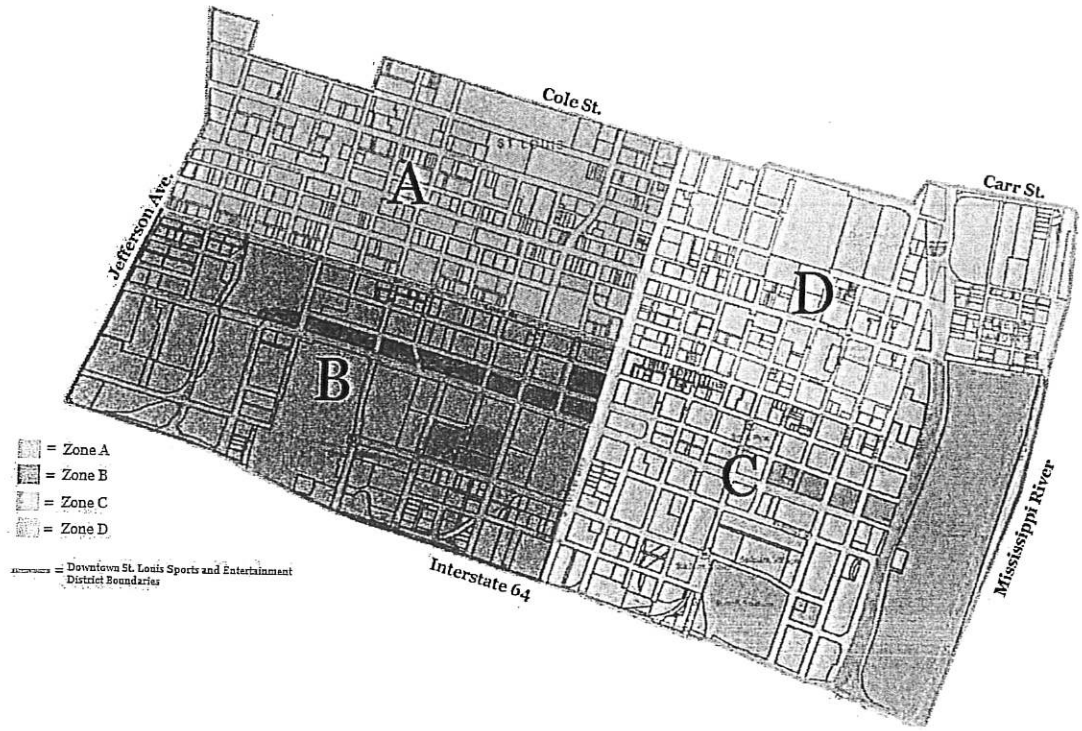
DISTRICT LEGAL DESCRIPTION

Beginning at the Northeast Corner of the intersection of N. Jefferson Avenue and Dr Martin Luther King Drive (Point of Beginning), thence North along the East Right of Way line of N. Jefferson Avenue to the Southeast corner of the intersection of Cole Street and N. Jefferson Avenue, thence Southeast along the South Right of Way line of Cole Street to the Southwest Corner of the intersection of Cole Street and N. 23rd Street, thence Southwest along the West Right of Way line of N. 23rd Street to the Northwest Corner of the intersection of N 23rd Street and Dr. Martin Luther King Drive; thence Southeast along the North Right of Way line of Dr. Martin Luther King Drive to the Northwest Corner of the intersection of Dr. Martin Luther King Drive and N. 20th Street; thence Northeast along the West Right of Way line of N. 20th Street to a point across from the Southeast Corner of the intersection of N. 20th Street and Cole Street, thence East across N. 20th Street to the Southeast Corner of the intersection of N. 20th Street and Cole Street; thence continuing along the South Right of Way line of Cole Street to the Northeast Corner of the intersection of Cole Street and N. Broadway; thence along the East Right of Way line of Broadway, to the Northeast Corner of the intersection of N. Broadway and Carr Street, thence Southeast along the South Right of Way line of Carr Street to the Southwest Corner of the intersection of Carr Street and N. Leonor K. Sullivan Boulevard; thence continuing to the edge of the Mississippi River; thence South along the edge of the Mississippi River to the North Right of Way line of Interstate 64; thence West along the North Right of Way line of Interstate 64 to the East Right of Way line of N. Jefferson Avenue; thence North along the East Right of Way line of N. Jefferson Avenue to the Point of Beginning.

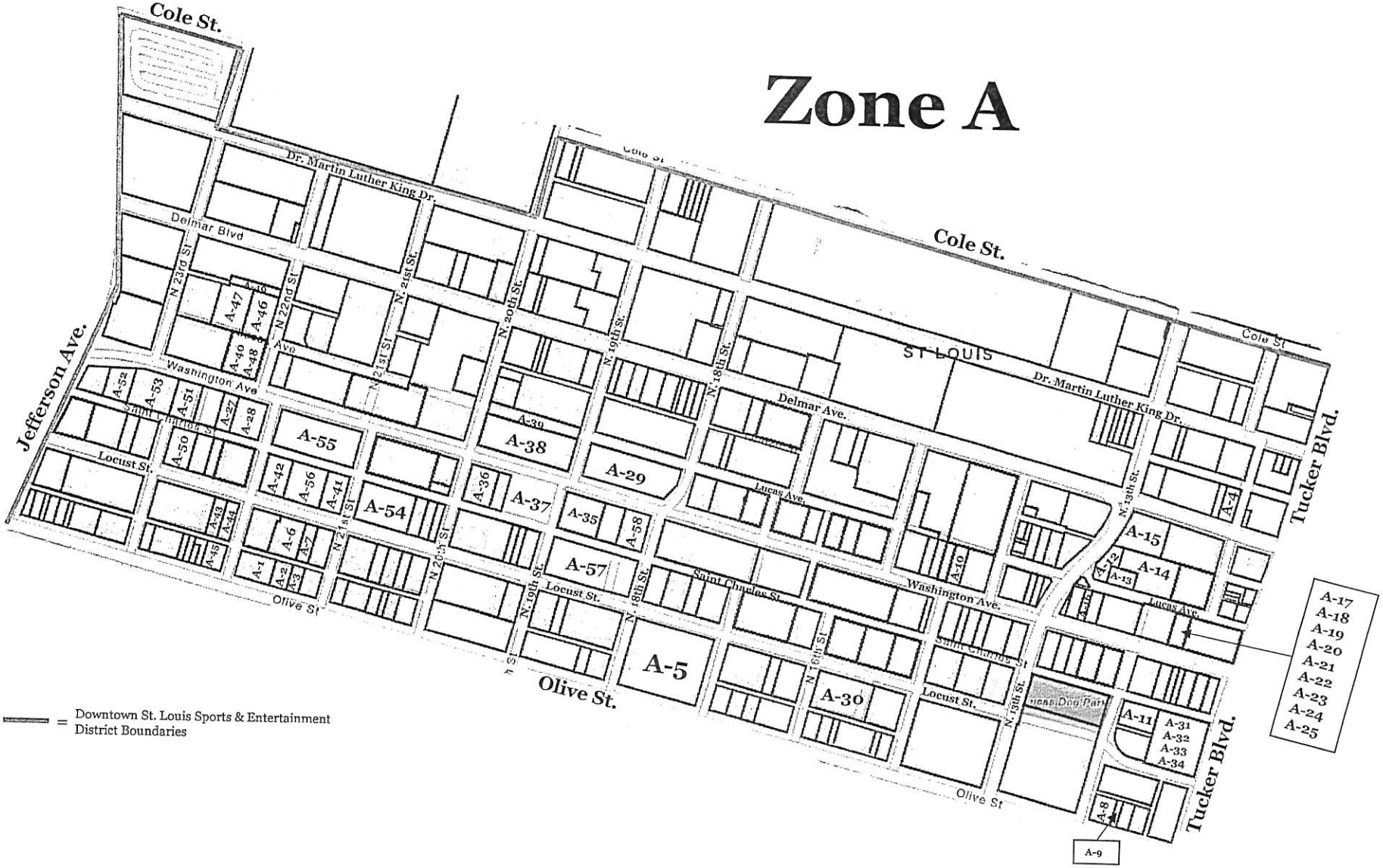
EXHIBIT B

DISTRICT BOUNDARY MAP

THE DOWNTOWN ST. LOUIS SPORTS AND ENTERTAINMENT COMMUNITY IMPROVEMENT DISTRICT



Zone A

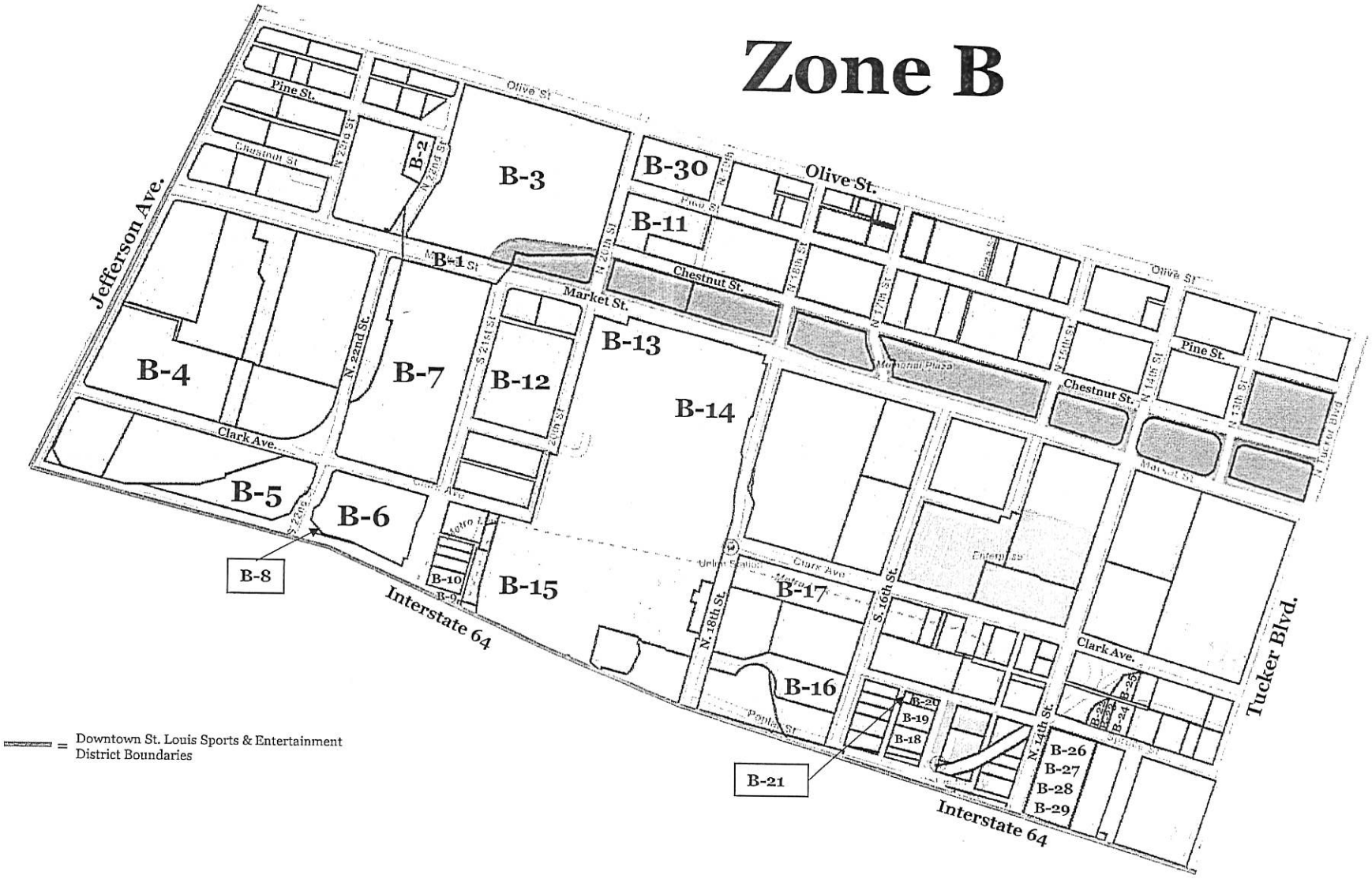

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Dr. Martin Luther King Dr.
Delmar Blvd
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N 18th St
Cole St
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Dr. Martin Luther King Dr.
Delmar Ave.
Tucker Blvd.
Jefferson Ave.
Washington Ave
Saint Charles St
Locust St.
Lucas Ave.
Washington Ave.
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A-25
= Downtown St. Louis Sports & Entertainment District Boundaries

Address	Map Number	Parcel
2119 Olive Street	A-1	0910-9-070.000
2113 Olive Street	A-2	0910-9-060.000
2109 Olive Street	A-3	0910-9-050.000
1301 Delmar Boulevard	A-4	0537-9-040.000
1717 OLIVE ST.	A-5	0510-9-010.000
2106 LOCUST ST.	A-6	0910-9-200.000
2106 LOCUST ST.	A-6	0910-9-200.000
2108 LOCUST ST.	A-7	0910-9-020.000
1225 OLIVE ST.	A-8	0515-9-055.000
1217 OLIVE ST.	A-9	0515-9-050.000
1511 WASHINGTON AVE	A-10	0521-9-050.000
1220 ST CHARLES ST	A-11	0824-9-035.000
706 N 14TH ST	A-12	0528-9-100.000
1329 LUCAS AV 63113	A-13	0528-9-095.000
1321 LUCAS AV 63103	A-14	0528-9-070.000
1324 CONVENTION PLZ	A-15	0528-9-010.000
1317 WASHINGTON AV	A-16	0520-9-030.000
1219 WASHINGTON AVE	A-17	0519-9-100.015
1219 WASHINGTON AVE	A-18	0519-9-100.012
1219 WASHINGTON AVE	A-19	0519-9-100.007
1219 WASHINGTON AVE	A-20	0519-9-100.006
1219 WASHINGTON AVE	A-21	0519-9-100.005
1219 WASHINGTON AVE	A-22	0519-9-100.004
1219 WASHINGTON AVE	A-23	0519-9-100.003
1219 WASHINGTON AVE	A-24	0519-9-100.002
1219 WASHINGTON AVE	A-25	0519-9-100.001
1223 WASHINGTON AVE	A-26	0519-9-015.000
2216 WASHINGTON AVE	A-27	2009-9-050.000
2200 WASHINGTON AVE	A-28	2009-9-040.000
1835 WASHINGTON AVE	A-29	2002-9-010.000
1514 LOCUST ST.	A-30	0512-9-010.003
409 N TUCKER BLVD	A-31	0824-9-045.001
409 N TUCKER BLVD	A-32	0824-9-045.002
409 N TUCKER BLVD	A-33	0824-9-045.003
409 N TUCKER BLVD	A-34	0824-9-055.000
1818 WASHINGTON AVE	A-35	2001-9-012.003
1932 WASHINGTON AVE	A-36	2004-9-010.000
1912 WASHINGTON AVE	A-37	2004-9-037.000
1901 WASHINGTON AVE	A-38	2003-9-011.003
696 N 20TH ST	A-39	2003-9-015.000
2207 WASHINGTON AVE	A-40	2010-9-210.052
2101 LOCUST ST 63103	A-41	0909-9-040.000
2125 LOCUST ST	A-42	0909-9-010.000

Address	Map Number	Parcel
2208 LOCUST ST	A-43	0917-9-020.000
2200 LOCUST ST	A-44	0917-9-037.000
2201 OLIVE ST	A-45	0917-9-040.000
2201 LUCAS AVE	A-46	0935-9-046.000
2211 LUCAS AVE	A-47	0935-9-056.000
2207 WASHINGTON AVE	A-48	2010-9-210.002
2207 WASHINGTON AVE	A-48	2010-9-210.003
2201 WASHINGTON AVE	A-48	2010-9-210.004
2201 WASHINGTON AVE	A-48	2010-9-210.005
2207 WASHINGTON AVE	A-48	2010-9-210.006
2207 WASHINGTON AVE	A-48	2010-9-210.007
2207 WASHINGTON AVE	A-48	2010-9-210.008
2201 WASHINGTON AVE	A-48	2010-9-210.009
2201 WASHINGTON AVE	A-48	2010-9-210.010
2201 WASHINGTON AVE	A-48	2010-9-210.012
2207 WASHINGTON AVE	A-48	2010-9-210.013
2207 WASHINGTON AVE	A-48	2010-9-210.014
2201 WASHINGTON AVE	A-48	2010-9-210.015
2201 WASHINGTON AVE	A-48	2010-9-210.017
2201 WASHINGTON AVE	A-48	2010-9-210.018
2206 LUCAS AVE	A-48	2010-9-210.019
2201 WASHINGTON AVE	A-48	2010-9-210.020
2201 WASHINGTON AVE	A-48	2010-9-210.021
2201 WASHINGTON AVE	A-48	2010-9-210.022
2207 WASHINGTON AVE	A-48	2010-9-210.023
2206 LUCAS AVE	A-48	2010-9-210.024
2201 WASHINGTON AVE	A-48	2010-9-210.026
2201 WASHINGTON AVE	A-48	2010-9-210.027
2207 WASHINGTON AVE	A-48	2010-9-210.029
2201 WASHINGTON AVE	A-48	2010-9-210.030
2207 WASHINGTON AVE	A-48	2010-9-210.031
2201 WASHINGTON AVE	A-48	2010-9-210.032
2207 WASHINGTON AVE	A-48	2010-9-210.033
2207 WASHINGTON AVE	A-48	2010-9-210.034
2201 WASHINGTON AVE	A-48	2010-9-210.035
2207 WASHINGTON AVE	A-48	2010-9-210.036
2201 WASHINGTON AVE	A-48	2010-9-210.037
2201 WASHINGTON AVE	A-48	2010-9-210.038
2201 WASHINGTON AVE	A-48	2010-9-210.039
2201 WASHINGTON AVE	A-48	2010-9-210.040
2207 WASHINGTON AVE	A-48	2010-9-210.041
2207 WASHINGTON AVE	A-48	2010-9-210.042
2207 WASHINGTON AVE	A-48	2010-9-210.044

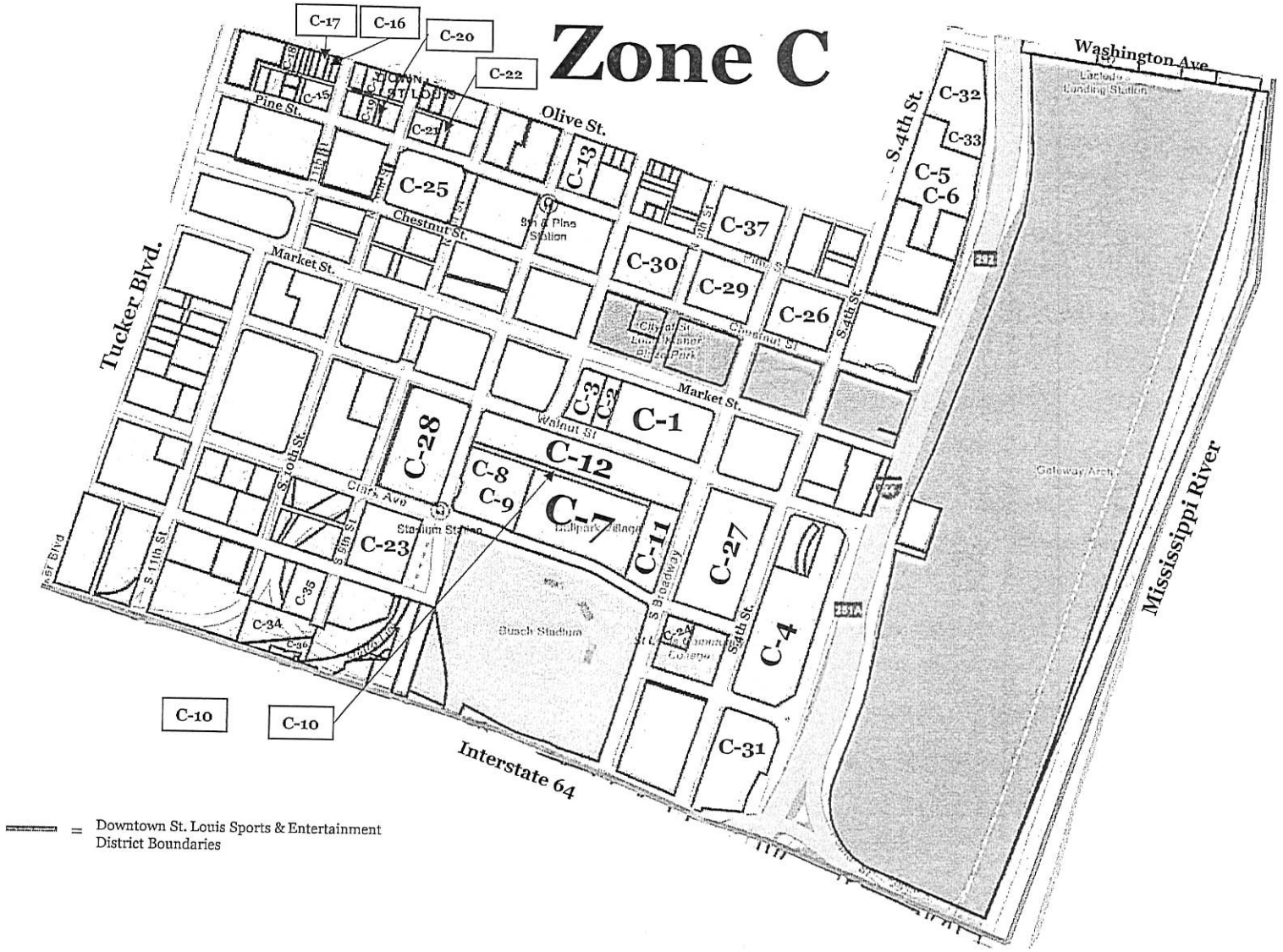
Address	Map Number	Parcel
2207 WASHINGTON AVE	A-48	2010-9-210.045
2207 WASHINGTON AVE	A-48	2010-9-210.046
2207 WASHINGTON AVE	A-48	2010-9-210.047
2207 WASHINGTON AVE	A-48	2010-9-210.048
2207 WASHINGTON AVE	A-48	2010-9-210.049
2207 WASHINGTON AVE	A-48	2010-9-210.050
2207 WASHINGTON AVE	A-48	2010-9-210.051
2207 WASHINGTON AVE	A-48	2010-9-210.053
2207 WASHINGTON AVE	A-48	2010-9-210.054
2207 WASHINGTON AVE	A-48	2010-9-210.055
2207 WASHINGTON AVE	A-48	2010-9-210.056
2207 WASHINGTON AVE	A-48	2010-9-210.057
2206 LUCAS AVE	A-48	2010-9-210.059
2207 WASHINGTON AVE	A-48	2010-9-210.060
2207 WASHINGTON AVE	A-48	2010-9-210.061
2207 WASHINGTON AVE	A-48	2010-9-210.062
2207 WASHINGTON AVE	A-48	2010-9-210.063
2207 WASHINGTON AVE	A-48	2010-9-210.064
2207 WASHINGTON AVE	A-48	2010-9-210.065
2207 WASHINGTON AVE	A-48	2010-9-210.066
2207 WASHINGTON AVE	A-48	2010-9-210.067
2207 WASHINGTON AVE	A-48	2010-9-210.068
2207 WASHINGTON AVE	A-48	2010-9-210.069
2207 WASHINGTON AVE	A-48	2010-9-210.070
2207 WASHINGTON AVE	A-48	2010-9-210.071
2207 WASHINGTON AVE	A-48	2010-9-210.072
2207 WASHINGTON AVE	A-48	2010-9-210.073
2207 WASHINGTON AVE	A-48	2010-9-210.074
2207 WASHINGTON AVE	A-48	2010-9-210.075
2207 WASHINGTON AVE	A-48	2010-9-210.076
2207 WASHINGTON AVE	A-48	2010-9-210.077
2207 WASHINGTON AVE	A-48	2010-9-210.078
717 N 22ND ST 63110	A-49	0935-9-041.000
2223 LOCUST ST 63103	A-50	0918-9-010.000
2226 WASHINGTON AVE	A-51	2009-9-010.000
2304 WASHINGTON AVE	A-52	2012-9-020.000
2342 WASHINGTON AVE	A-53	2012-9-040.000
2011 LOCUST ST	A-54	0908-9-010.001
2106 WASHINGTON AVE	A-55	2008-9-005.001
2109 LOCUST ST	A-56	0909-9-020.001
1801 LOCUST ST	A-57	0898-9-035.000
1800 WASHINGTON AV	A-58	2001-9-030.000

Zone B


Jefferson Ave.
Olive St.
Pine St.
Chestnut St.
Market St.
Clark Ave.
Interstate 64
Tucker Blvd.
N. 22nd St.
N. 20th St.
N. 18th St.
S. 16th St.
N. 14th St.
S. 21st St.
S. 20th St.
S. 22nd St.
Memorial Plaza
B-1
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B-26
B-27
B-28
B-29
B-30
= Downtown St. Louis Sports & Entertainment District Boundaries

Address	Map Number	Parcel
151 21st Street	B-1	6473-9-090.000
2200 Pine Street	B-2	6471-9-092.003
2028 Olive Street	B-3	6471-9-091.001
220 Jefferson Avenue	B-4	1714-9-036.001
2200 Market Street	B-5	1699-9-093.000
2100R Market Street	B-6	1699-9-092.000
171 21st Street	B-7	1699-9-091.000
2100R Market Street	B-8	1699-9-020.001
320 21st Street	B-9	1692-9-030.999
320 21st Street	B-10	1692-9-025.000
2001 Chestnut Street	B-11	0905-9-040.000
156 N 21st Street	B-12	1696-9-005.000
1900 Market Street	B-13	1668-9-104.000
1900 Market Street	B-14	1668-9-103.000
1900R Market Street	B-15	1668-9-020.000

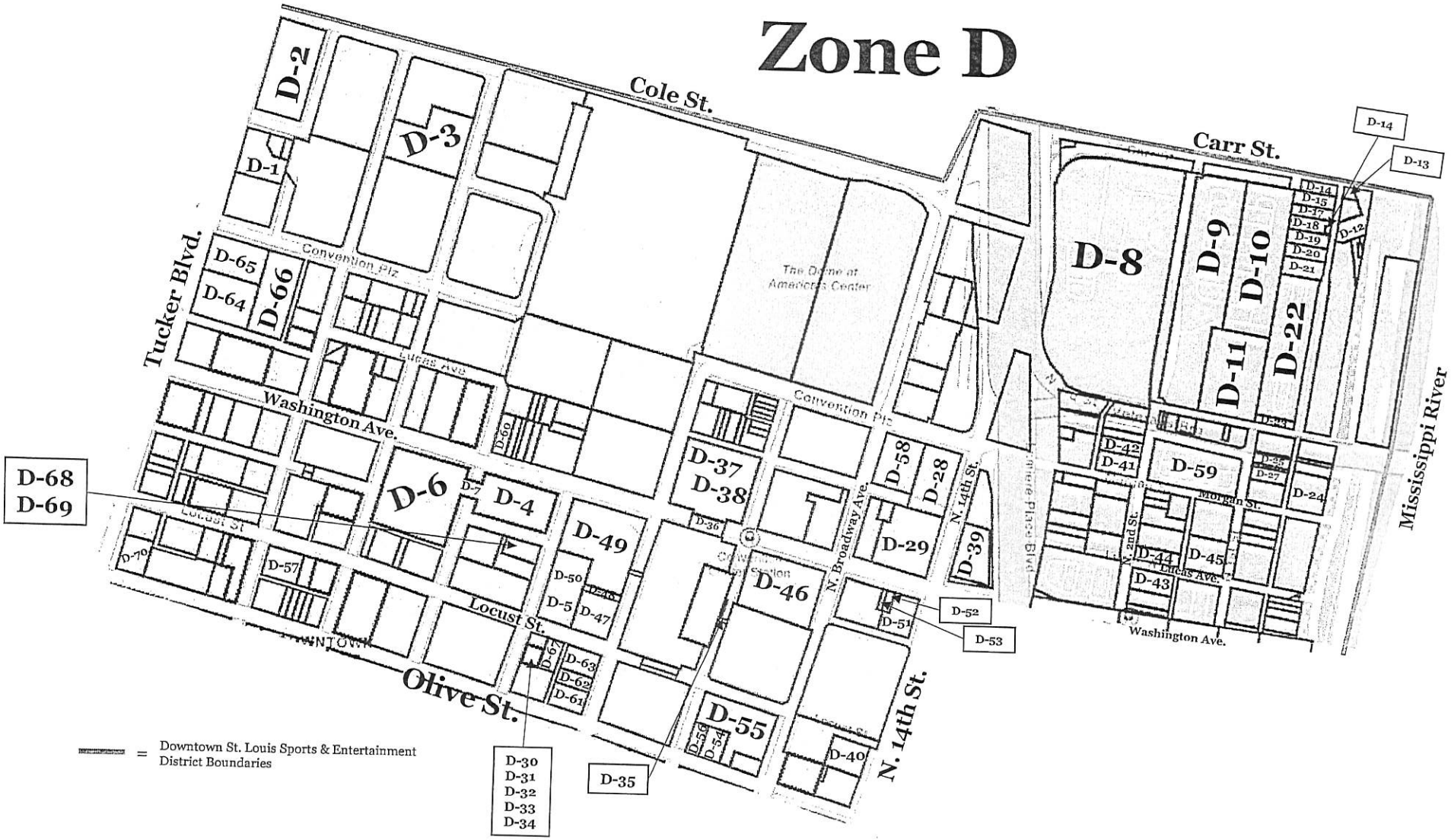
Address	Map Number	Parcel
415 S 16TH ST.	B-16	0221-9-060.000
1700 CLARK AVE.	B-17	0221-9-040.000
417 S 15TH ST.	B-18	0219-9-110.000
409 S 15TH ST.	B-19	0219-9-080.000
401 S 15TH ST.	B-20	0219-9-070.000
1520 SPRUCE ST.	B-21	0219-9-060.000
1313 SPRUCE ST.	B-22	0216-9-165.000
1311 SPRUCE ST.	B-23	0216-9-160.000
1303 SPRUCE ST.	B-24	0216-9-150.000
1304 CLARK AVE.	B-25	0216-9-050.000
400 S 14TH ST	B-26	0215-9-020.004
400 S 14TH ST	B-27	0215-9-020.003
400 S 14TH ST	B-28	0215-9-020.002
400 S 14TH ST	B-29	0215-9-020.001
1950 OLIVE ST.	B-30	0901-9-020.001


Zone C
C-17
C-16
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C-22
C-21
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C-26
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C-27
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C-23
C-35
C-34
C-36
C-31
C-10
C-10
Pine St.
Olive St.
Chestnut St.
Market St.
Walnut St
Clark Ave
Tucker Blvd.
S. 4th St.
S. Broadway
S. 6th St.
S. 7th St.
S. 10th St.
S. 11th St.
9th & Pine Station
Stadium Station
Busch Stadium
Gateway Arch
Washington Ave
Mississippi River
Interstate 64
Downtown St. Louis Sports & Entertainment District Boundaries

Address	Map Number	Parcel
1 S Broadway Street	C-1	6464-9-020.000
501 Walnut Street	C-2	6464-9-015.000
620 Market Street	C-3	6464-9-010.000
200 S 4TH ST.	C-4	6468-9-011.000
300 N 4TH ST	C-5	6490-9-035.000
300 N 4TH ST	C-6	6490-9-030.000
329 R S BROADWAY	C-7	6466-9-015.000
799 CLARK AVE	C-8	6466-9-014.002
799 CLARK AVE	C-9	6466-9-014.001
220 S 8TH ST	C-10	6466-9-013.000
1 CARDINAL WAY	C-11	6466-9-012.000
500 WALNUT ST ST LOUIS	C-12	6466-9-011.000
720 OLIVE ST 63101	C-13	0182-9-010.000
1010 OLIVE ST.	C-14	0279-9-020.000
1101 PINE ST.	C-15	0503-9-090.000
1102 OLIVE ST.	C-16	0503-9-070.000
1104 OLIVE ST.	C-17	0503-9-060.000
1120 OLIVE ST.	C-18	0503-9-010.000
1015 PINE ST.	C-19	0279-9-070.000

Address	Map Number	Parcel
1005 PINE ST.	C-20	0279-9-065.000
1010 OLIVE ST.	C-14	0279-9-020.000
915 PINE ST.	C-21	0274-9-070.000
913 PINE ST.	C-22	0274-9-060.000
318 S 9TH ST.	C-23	0425-9-012.000
302 S BROADWAY ST	C-24	0106-9-010.000
900 PINE ST 63101	C-25	0275-9-013.000
100 N BROADWAY ST.	C-26	0101-9-010.000
200 S BROADWAY ST	C-27	6467-9-010.000
215 S 8TH ST	C-28	0188-9-020.000
500 PINE ST	C-29	0115-9-010.000
604 PINE ST	C-30	0130-9-010.000
400 S. 4th St.	C-31	6470-9-010.000
400 N 4TH ST	C-32	6490-9-046.000
400 N 4TH ST	C-33	6490-9-047.000
401 S 10TH ST	C-34	0427-9-010.000
900 SPRUCE ST	C-35	0427-9-030.000
909 POPLAR ST	C-36	0427-9-046.000
500 OLIVE ST	C-37	0116-9-015.000

Zone D


Cole St.
Carr St.
Tucker Blvd.
Convention Plz
Washington Ave.
Lucas Ave
Locust St.
Olive St.
N. 14th St.
N. Broadway Ave.
Convention Plz
Morgan St.
Lucas Ave.
Washington Ave.
Mississippi River
The Dome at America's Center
D-1
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D-70
= Downtown St. Louis Sports & Entertainment District Boundaries

Address	Map Number	Parcel
1138 Martin Luther King Drive	D-1	0534-9-010.000
900 N Tucker Boulevard	D-2	0266-9-010.000
901 N 10th Street	D-3	0260-9-011.000
507 N 8TH ST.	D-4	0172-9-021.005
414 N 8TH ST.	D-5	0172-9-021.004
418 N 10TH ST.	D-6	0172-9-021.002
910 WASHINGTON AVE.	D-7	0172-9-021.001
900 Lumiere Place Boulevard	D-8	0070-9-005.000
1000 2nd Street	D-9	0024-9-015.000
925 1st Street	D-10	0023-9-020.000
901 1st Street	D-11	0023-9-015.000
1030 R Commercial Street	D-12	0018-9-100.000
8 Carr Street	D-13	0018-9-092.000
2014 R 1st Street	D-14	0018-9-080.000
1028 1st Street	D-15	0018-9-075.000
1024 1st Street	D-16	0018-9-065.000
1020 1st Street	D-17	0018-9-050.000
1016 1st Street	D-18	0018-9-040.000
1012 1st Street	D-19	0018-9-030.000
1004 1st Street	D-20	0018-9-020.000
1000 1st Street	D-21	0018-9-010.000
902 1st Street	D-22	0017-9-045.000
900 1st Street	D-23	0017-9-010.000
801 Leonor K. Sullivan Bouleva	D-24	0016-9-101.000
810 H 1st Street	D-25	0016-9-045.000
810 1st Street	D-26	0016-9-025.000
806 1st Street	D-27	0016-9-020.000
701 N 4TH ST.	D-28	0095-9-015.000
405 WASHINGTON AVE.	D-29	0096-9-030.000
312 N 8TH ST.	D-30	0181-9-011.005
312 N 8TH ST.	D-31	0181-9-011.004
312 N 8TH ST.	D-32	0181-9-011.003
312 N 8TH ST.	D-33	0181-9-011.002
312 N 8TH ST.	D-34	0181-9-011.001
425 N 6TH ST 63101	D-35	0127-9-185.000

Address	Map Number	Parcel
606 WASHINGTON AVE	D-36	0126-9-015.000
601 WASHINGTON AVE	D-37	0125-9-151.002
619 N 6TH ST 63101	D-38	0125-9-151.001
333 WASHINGTON AVE	D-39	6489-9-010.000
400 LOCUST ST.	D-40	0099-9-060.000
801 N 2ND ST	D-41	0068-9-090.000
813 N 2ND ST	D-42	0068-9-062.000
618 N 2ND ST	D-43	0027-9-080.000
700 N 2ND ST	D-44	0026-9-040.000
715 N 1ST ST	D-45	0026-9-030.000
501 N Broadway Street	D-46	0119-9-011.000
701 LOCUST ST.	D-47	0180-9-060.000
415 N 7TH ST.	D-48	0180-9-050.000
700 WASHINGTON AVE.	D-49	0164-9-010.000
717 LOCUST ST.	D-50	0180-9-010.000
400 WASHINGTON AVE.	D-51	0097-9-030.000
408 WASHINGTON AVE.	D-52	0097-9-020.000
410 WASHINGTON AVE.	D-53	0097-9-010.000
515 OLIVE ST 63101	D-54	0117-9-100.000
511 OLIVE ST 63101	D-55	0117-9-015.000
521 OLIVE ST.	D-56	0117-9-110.000
1014 LOCUST ST 63101	D-57	0280-9-015.000
706 N BROADWAY ST.	D-58	0095-9-090.000
801 N 1ST ST.	D-59	0025-9-005.000
825 WASHINGTON AVE.	D-60	0170-9-120.000
303 N 7TH ST.	D-61	0181-9-070.000
307 N 7TH ST.	D-62	0181-9-060.000
700 LOCUST ST.	D-63	0181-9-050.000
700 N TUCKER BLVD.	D-64	0841-9-010.000
1100 CONVENTION PLZ	D-65	0825-9-010.000
700 N 11TH St.	D-66	0531-9-010.000
714 LOCUST ST.	D-67	0181-9-030.000
421 N 8TH ST	D-68	0194-9-016.000
421 N 8TH ST	D-69	0194-9-014.000
1139 OLIVE ST	D-70	0516-9-090.000

BOARD BILL NUMBER 155
FISCAL NOTE

Preparer's Name *Cheryl Campbell*

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

Bill Sponsor *Alderwoman Jami Cox Antwi*

Bill Synopsis:	*This ordinance approves the petition establishing the Downtown St. Louis Sports and Entertainment Community Improvement District (CID) as a political subdivision pursuant to state statute to remediate blight and encourage redevelopment within a defined geographic area. The ordinance authorizes the CID to issue obligations payable from CID revenues, appoints a seven-member board of directors, and requires submission of annual budgets and reports to the City Register and the Missouri Department of Economic Development. The ordinance further provides that publicly funded service levels within the district shall not be reduced except under citywide reductions.*
Type of Impact:	*Indeterminate administrative impact and future service commitment; no direct appropriation identified in ordinance language.*
Agencies Affected:	*Office of the Mayor;* *Comptroller;* *City Register;* *Board of Aldermen.*

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? __*X*__Yes ___No

(01/2017)

- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____Yes ____*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 assigns administrative and reporting interface responsibilities to City officials, including retention of annual CID reports, review of submitted CID budgets, and execution of related documentation. Available ordinance language does not support quantification of departmental cost or staffing impacts. Resulting workload effects are therefore indeterminate and expected to be accommodated within existing departmental resources.

- Does the bill create a program or administrative subdivision? __*X*__Yes ____No

    - If yes, then is there a similar existing program or administrative subdivision? __*X*__Yes ____No
    - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

The ordinance establishes a Community Improvement District consistent with other districts authorized under state statute. City administrative interaction with the CID is expected to follow established practices applied to comparable districts and is not anticipated to create duplicative City administrative structures.

- 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 identify operating, equipment, or maintenance costs to be borne by the City. Administrative activities required by the ordinance are anticipated to occur within existing resources. Potential fiscal implications related to maintaining publicly funded service levels within the district area cannot be quantified based on ordinance language and are indeterminate.

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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*Indeterminate*	*Indeterminate*	*Indeterminate*
Additional Revenue	*$0*	*$0*	*$0*
Net	*Indeterminate*	*Indeterminate*	*Indeterminate*
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*$0*	*$0*	*$0*
Additional Revenue	*$0*	*$0*	*$0*
Net	*$0*	*$0*	*$0*

- Describe any assumptions used in preparing this fiscal note:

This fiscal note evaluates impacts based on information contained in the ordinance and assumes the CID operates as an independent political subdivision funded through its authorized revenues. Available ordinance language does not support quantification of departmental cost or staffing impacts. Administrative responsibilities assigned to City officials are assumed to be performed within existing resources. The analysis further assumes the ordinance does not create a City guarantee or backing of CID obligations.

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

Board Bill establishing the Downtown St. Louis Sports and Entertainment Community Improvement District;
Missouri Community Improvement District Act (RSMo 67.1400 et seq.);
City fiscal note ordinance requirements.

- Have the financial estimates of this bill been verified by the City Budget Division?
  ____Yes __X__No
  - If yes, by whom? _____ .

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

An Ordinance recommended by the Board of Estimate and Apportionment amending certain ordinances by reappropriating certain amounts specified herein in an aggregate amount of **$5,464,157.84** for water infrastructure replacement and repair; and with an emergency clause.

BOARD BILL NUMBER 161 COMMITTEE SUBSTITUTE INTRODUCED BY ALDERWOMAN ANNE SCHWEITZER
COSPONSORS: ALDERMAN SHANE COHN/ALDERMAN MICHAEL BROWNING/ALDERWOMAN LAURA KEYS

An Ordinance recommended by the Board of Estimate and Apportionment amending Ordinance Number 71393, Ordinance Number 71494, Ordinance Number 71554, Ordinance Number 71555, Ordinance Number 71591, Ordinance Number 71592, Ordinance Number 71650, Ordinance Number 71840, and Ordinance Number 71864 by reappropriating certain amounts specified herein in an aggregate amount of **$5,464,157.84** for water infrastructure replacement and repair; and with an emergency clause.

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

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

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

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

70/100ths Dollars ($29.70) of the funds that were appropriated in that ordinance for Wrap Around Services; Fourteen Thousand Five Hundred Seventy-Three and 72/100ths Dollars ($14,573.72) of the funds that were appropriated in that ordinance for Targeted Cash Assistance; Seventy-Nine and 24/100ths Dollars ($79.24) of the funds that were appropriated in that ordinance for Community Health Workers; Six Thousand Three Hundred and 00/100ths Dollars ($6,300.00) of the funds that were appropriated in that ordinance for Mobile Vaccination Clinics; 68/100ths Dollars ($.68) of the funds that were appropriated in that ordinance for Vaccination Education and Marketing; Two Hundred Sixty-Two Thousand Six Hundred Seventy-Six and 62/100ths ($262,676.62) of the funds that were appropriated in that ordinance for Behavioral Health Providers; Forty-Four Thousand Three Hundred Eighty-Five and 00/100ths Dollars ($44,385.00) of the funds that were appropriated in that ordinance for Child Support Arrears for Individuals Entering the Workforce; Five Thousand Three Hundred Thirty-Four and 15/100ths Dollars ($5,344.15) of the funds appropriated in that ordinance for Intentional Encampments; Twenty-One Thousand Three Hundred Seventeen and 92/100ths Dollars ($21,317.92) of the funds that were appropriated in that ordinance for Expanding Broadband and Public WiFi; and Three Hundred Forty-Five and 51/100ths Dollars ($345.51) that were appropriated in that ordinance for Criminal Justice Coordinating Council Operational Funds. All of such Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on Exhibit A.

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

SECTION THREE. **Ordinance Number 71555** is amended by reappropriating the following amounts from the specified Sources of Funds: Four Hundred Sixty Thousand and 00/100ths Dollars ($460,000.00) of the funds appropriated in that ordinance for Summer and Year Round Youth Programming. All of such Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit A.**

SECTION FOUR. **Ordinance Number 71591** is amended by reappropriating the following amounts from the specified Sources of Funds: Five Hundred Ninety Thousand and 00/100ths ($590,000.00) of the funds appropriated in that ordinance for Youth and Juvenile Diversion Programming; One Hundred Thirteen Thousand Eight Hundred Fifty-Eight and 36/100ths Dollars ($113,858.36) of the funds appropriated in that ordinance for Behavioral Health; Four Hundred Forty-Five Thousand and 00/100ths Dollars ($445,000.00) of the funds appropriated in that ordinance for Early Childhood Education; Eleven Thousand Two Hundred Fifteen and 16/100ths Dollars ($11,215.16) of the funds appropriated in that ordinance for Guaranteed Basic Income; and Seven Thousand One Hundred Thirty-Five and 42/100ths Dollars ($7,135.42) of the funds appropriated in that ordinance for Animal Care and Control. All of such Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit A.**

SECTION FIVE. **Ordinance Number 71592** is amended by reappropriating the following amount from the specified Sources of Funds: Two Thousand Ninety-Eight and 28/100ths Dollars ($2,098.28) of the funds appropriated in that ordinance for Real Estate Tax Relief Project; Three Hundred Ninety Thousand and 00/100ths Dollars ($390,000.00) of the funds appropriated in that ordinance for Privately-owned Property Stabilization; Three Hundred Thirty-Five Thousand Two Hundred Thirty-Eight and 82/100ths Dollars ($335,238.82) of the funds

appropriated in that ordinance for Affordable Housing Production and Preservation; Four Hundred Thirty-Seven Thousand Nine Hundred Ninety-Four and 00/100ths Dollars ($437,994.00) of the funds appropriated in that ordinance for the Proactive Development Fund; Six Hundred Tirty Three Thousand Seven Hundred Eighty One and 67/100ths Dollars ($633,781.67) of the funds appropriated in that ordinance for Neighborhood Beautification; and Two Hundred Thousand and 00/100ths Dollars ($200,000.00) of the funds appropriated in that ordinance for Pell Grant Eligible College Student Assistance. All of such Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit A.**

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

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

SECTION EIGHT. **Ordinance Number 71864** is amended by reappropriating the following amounts from the specified Sources of Funds: Sixty-Three Thousand Four Hundred Forty-Five and 00/100ths Dollars ($63,445.00) of the funds appropriated in that ordinance for Software

Management System. All of such Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit A.**

SECTION NINE. Ordinance Number 71494 is amended by reappropriating the following amounts from the specified Sources of Funds: Three Thousand Seven Hundred Sixty-Six and 41/100ths ($3,766.41) of the funds appropriated in that ordinance for Pool Renovations; Thirteen Thousand Three Hundred Seventy-Eight and 00/100ths Dollars ($13,378.00) of the funds appropriated in that ordinance for a St. Louis Metropolitan Police Department match for the Police Foundation; 11/100ths Dollars ($.11) of the funds appropriated in that ordinance for Carnahan Courthouse Air Handlers; and Forty-Four Thousand Four Hundred Ninety-Seven and 53/100ths Dollars ($44,497.53) of the funds appropriated in that ordinance for Central Industrial Roof Repairs. All of such Sources of Funds hereby are appropriated and set apart for the Uses of Funds shown on **Exhibit A.**

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

SECTION ELEVEN. Interdepartmental Transfers.

Subject to approval by the Board of Estimate & Apportionment, departments, divisions, and agencies authorized to administer ARPA funds may transfer funds appropriated in any ARPA appropriation ordinance to other departments, divisions, and agencies to add to existing ARPA projects funded by any ARPA appropriation ordinance provided that the funds remain committed

to the same purpose and ARPA eligibility guidelines are satisfied. Upon approval of such transfer requests by the Board of Estimate & Apportionment, the Comptroller is authorized and directed to transfer any unencumbered appropriation balance or portion thereof from one project to another.

SECTION TWELVE. Emergency Clause.

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

Board Bill Number 161
Exhibit A

Ordinance	Department	Appropriation Use	Funds for Reappropriation
71393	Human Services	Case Management and Program Operation	$100,220.00
71393	Human Services	Mortgage Assistance	$377,882.84
71393	Human Services	Emergency Shelter	$25,000.00
71393	Human Services	Wrap Around Services	$29.70
71393	Human Services	Targeted Cash Assistance	$14,573.72
71393	Health	Community Health Workers	$79.24
71393	Health	Mobile Vaccination Clinics	$6,300.00
71393	Health	Vaccination Education and Marketing	$0.68
71393	Violence Prevention	Behavioral Health Providers	$262,676.62
71393	SLATE	Child Support Arrears for Individuals Entering the Workforce	$44,385.00
71393	BPS	Intentional Encampments (Safe Outdoor Spaces)	$5,334.15
71393	BPS	Expanding Broadband & Public Wifi	$21,317.92
71393	BPS	CJCC Operational Funds	$345.51
71494	BPS	Pool Renovations	$3,766.41
71494	BPS	SLMPD Match for Police Foundation	$13,378.00
71494	BPS	Carnahan Courthouse Air Handlers	$0.11
71494	BPS	Central Industrial Roof Repairs	$44,497.53

71554	Health	Reproductive Equity Fund: Community Needs	$0.70
71555	Violence Prevention	Summer and Year Round Youth Programming	$460,000.00
71591	Violence Prevention	Youth and Juvenile Diversion Programming	$590,000.00
71591	Health	Behavioral Health	$113,858.36
71591	CDA	Early Childhood Education	$445,000.00
71591	Health	Animal Care and Control	$7,135.42
71591	Treasurer	Guaranteed Basic Income	$11,215.16
71592	Building	Privately-owned property stabilization	$390,000.00
71592	CDA	Affordable Housing Production and Preservation	$335,238.82
71592	CDA	Proactive Development Fund, LRA Development Fund and Preservation of Historic Neighborhoods	$437,994.00
71592	CDA	Neighborhood Beautification, Capacity Building, Operations, Support for CDCs	$633,781.67
71592	Violence Prevention	Pell Grant Eligible College Student Assistance	$200,000.00
71592	Human Services	Real Estate Tax Relief Project	$2,090.28
71650	ITSA	Workplace Modernization and Enhancements	$60,181.00
71650	Streets	Refuse Pilot Project	$784,430.00
71840	Human Services	Impacted Tenants Fund	$10,000.00

71864	City Counselor	Software Management System	$63,445.00
		TOTAL	$5,464,157.84
			Reappropriation
	Water	Water Infrastructure Replacement and Repair	$5,464,157.84

FISCAL NOTE

Board Bill No. 161CS

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:	*This ordinance, recommended by the Board of Estimate and Apportionment, amends multiple previously adopted ARPA appropriation ordinances by reappropriating an aggregate amount of **$5,464,157.84** of unspent American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). The funds are redirected to reimburse the Water Division for eligible expenditures incurred between March 3, 2021 and December 31, 2024 and to support water infrastructure replacement and repair. The ordinance also authorizes interdepartmental transfers of ARPA funds subject to approval and contains an emergency clause.*
Type of Impact:	*Reappropriation of previously authorized federal funds; administrative and accounting impact.*
Agencies Affected:	*Water Division;* *Comptroller;* *Departments, divisions, and agencies administering ARPA funds;* *Board of Estimate and Apportionment.*

SECTION A

Does this bill authorize:

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

- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____Yes ____*X*No

- An execution or initiation of an activity as a result of federal or state mandates or requirements? ____Yes ____*X*No

- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes ____*X*No

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes ____*X*No

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

SECTION B

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

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

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

Financial Estimate of Impact on General Fund			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*$0*	*$0*	*$0*
Additional Revenue	*$0*	*$0*	*$0*
Net	*$0*	*$0*	*$0*
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*Indeterminate*	*Indeterminate*	*Indeterminate*
Additional Revenue	*Indeterminate*	*Indeterminate*	*Indeterminate*
Net	*Indeterminate*	*Indeterminate*	*Indeterminate*

- Describe any assumptions used in preparing this fiscal note:

This fiscal note was prepared based on review of the language contained within the Board Bill. The analysis assumes reallocation of previously appropriated federal ARPA funds without authorization of new City funding. The ordinance includes detailed reallocations identified in Exhibit A, which were considered in aggregate and do not alter the determination that the measure represents reassignment of existing federal funds. Implementation is assumed to occur within existing administrative capacity. No project schedules, expenditure timing details, or departmental cost estimates were provided; therefore, impacts beyond reassignment of appropriations cannot be quantified.

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

Board Bill language;
Exhibit A (Uses of Funds);
Referenced ARPA appropriation ordinances identified within the bill.

- Have the financial estimates of this bill been verified by the City Budget Division?
  ____Yes __*X*__No
    - If yes, by whom? _____ .

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

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 l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

A strip of land being part of a 20 foot wide alley in City Block 3708 of Vinegrove Place, a subdivision recorded in Plat Book 6 Page 64 of the City of Saint Louis, Missouri, and being more particularly 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 foot wide alley and the south right-of-way of St Louis Avenue (60 foot 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 of 0.04 acres more of 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 of 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.

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

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

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

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

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

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

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

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

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

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

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

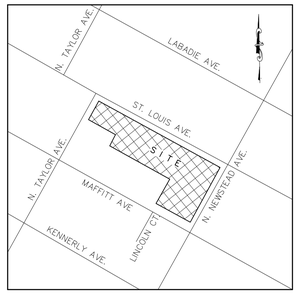
2. CITY TRAFFIC AND TRANSPORTATION DIVISION so as to cover the full expenses of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.

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

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

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

VICINITY MAP
NOT TO SCALE



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

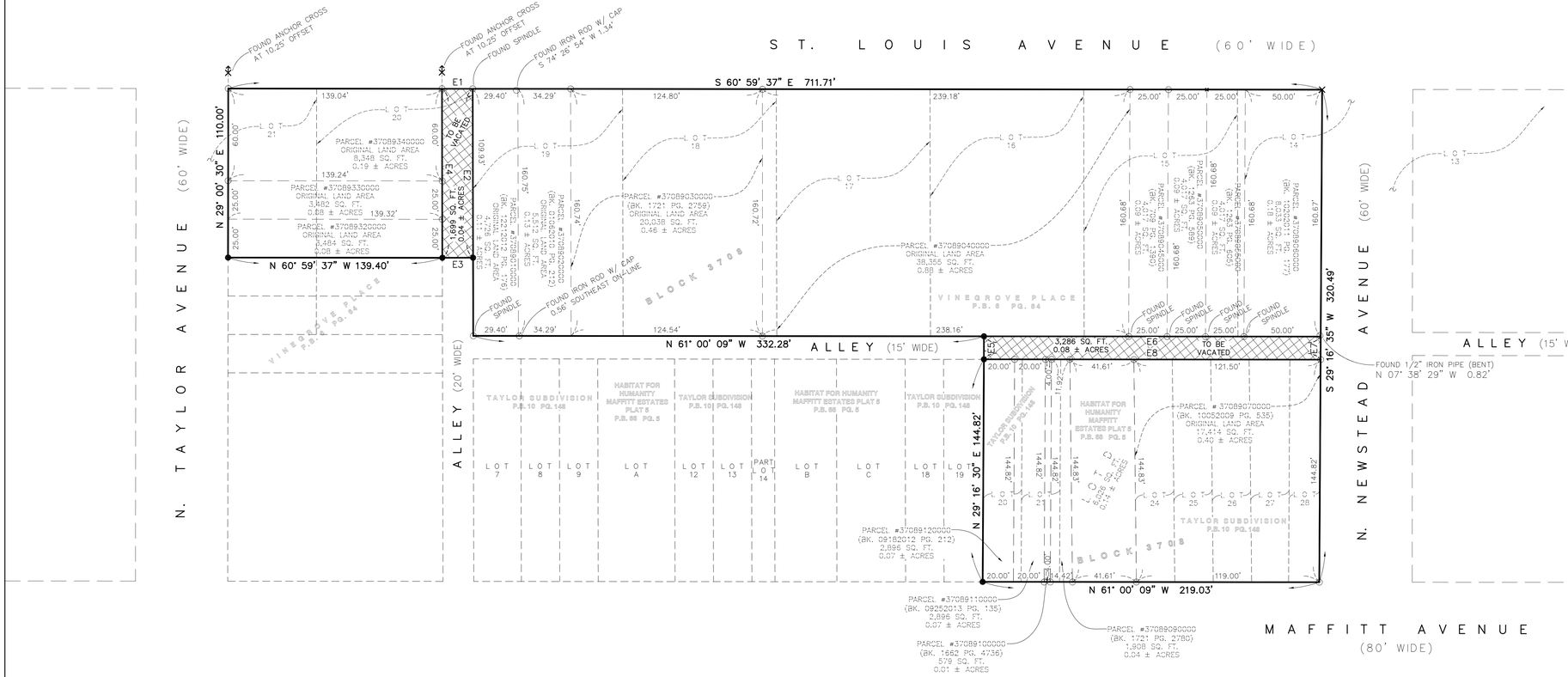
0 40 80

SCALE:
1 inch = 40 ft.
BASIS OF BEARING:
GRID NORTH, NAD 83 MISSOURI EAST ZONE

● – DENOTES SET 1/2" x 18" REBAR WITH CAP STAMPED "MARLER L.S.-347-D"
× – DENOTES FOUND CROSS
⏚ – DENOTES FOUND ANCHOR CROSS
○ – DENOTES FOUND 1/2" IRON PIPE UNLESS NOTED

VACATION LINE CHART

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'



GENERAL NOTES

1. BASIS OF BEARING IS GRID NORTH, NAD 83 MISSOURI EAST ZONE.

2. 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

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 RIGH-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.

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.	

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 GRAVOIS 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

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 aforesaid area.

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

CareSTL Health Co.

ATTEST Jasmine Bratton
Secretary

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

JASMINE JANAE BRATTON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES DECEMBER 9, 2027
ST. LOUIS COUNTY
COMMISSION #19789340

ST-195-ML

Summary
Board Bill Number 111
Introduced by Alderwoman Sharon Tyus
December 5, 2025

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

East Taylor Avenue from Broadway to Ouida Avenue.

Petitioned by Hopkins Properties of St Louis LLC.

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

BOARD BILL NUMBER 111 INTRODUCED BY 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 l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

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

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

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

are, upon the conditions hereinafter set out, vacated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VACATION PLAT OF PART OF E. TAYLOR AVENUE (60' WIDE) RIGHT-OF-WAY BETWEEN NORTH BROADWAY STREET AND OUIDA AVENUE



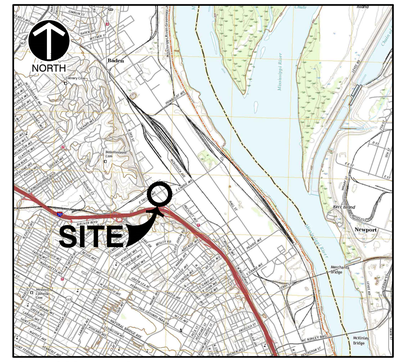
GENERAL NOTE ITEMS:

1. THIS PLAT WAS PREPARED FROM ITEMS FURNISHED TO CIVIL & ENVIRONMENTAL CONSULTANTS, INC. BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES.

2. BASIS OF BEARING FOR THIS SURVEY IS MISSOURI EAST STATE PLANE. SITE WAS SCALED TO GROUND USING A GROUND SCALE FACTOR DERIVED FROM A CENTRAL POINT ON SITE USING TRIMBLE ACCESS SOFTWARE ON A TSC7 DATA COLLECTOR. SAID POINT IS AT
   LAT 38°41'12.62043"N
   LONG 90°13'11.30461"W
   HEIGHT 326.720'
   GROUND SCALE FACTOR=1.0000749490

3. BENCHMARK INFORMATION: MISSOURI DEPARTMENT OF NATURAL RESOURCES BENCHMARK CSL-17, DESCRIBED AS STANDARD MO DNR GRS DISK SET IN TOP OF CONC MON STAMPED "CSL-17, 1990"
   ELEVATION NAVD 1988 = 517.06
   HORIZONTAL NAD 1983 = N:1036313.86, E: 902321.46

4. THIS SURVEY HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS, 20 CSR 2030-16.010 AND THE RESULTS ARE SHOWN HEREON.



SITE USGS AND VICINITY MAP
U.S.G.S. 7.5 TOPOGRAPHIC MAP, "GRANITE CITY" QUADRANGLE, "MO", DATED "2021"
SCALE 1" = 4000'

LEGAL DESCRIPTION
PART OF E. TAYLOR AVENUE TO BE VACATED

Part of E. Taylor Avenue (60 feet wide) bounded between City Block 3478 and City Block 3479 of the City of St. Louis, Missouri and also being between the right-of-way lines of North Broadway Street and Ouida Avenue, and more particularly described as follows:

Beginning at the most eastern corner of Lot 20 in Block 60 of O'Fallon Estate, Harlem, said point being the most southern corner of that portion of Ouida Avenue vacated per Ordinance 58147, thence crossing said E. Taylor Avenue (60 feet wide) right-of-way South 37°08'50" East, a distance of 60.08 feet to a point, said point being the most northern corner of said City Block 3478 and also being the intersection of the southwest right-of-way line of Ouida Avenue (50 feet wide) and the south right-of-way line of said E. Taylor Avenue; thence along said E. Taylor Avenue right-of-way South 55°46'42" West, a distance of 340.66 feet to a point, said point being the intersection of said E. Taylor Avenue right-of-way line and the north right-of-way line of North Broadway Street (108 feet wide); thence crossing said E. Taylor Avenue right-of-way North 45°49'53" West, a distance of 61.25 feet to a point, said point being the intersection of the north right-of-way line of said E. Taylor Avenue and North Broadway Street (width varies); thence along said E. Taylor right-of-way line North 55°46'42" East, a distance of 349.93 feet to the point of beginning and containing 20,718 square feet, more or less.

OWNERS CERTIFICATE:

THE UNDERSIGNED MANAGING MEMBER FOR HOPKINS PROPERTIES OF ST. LOUIS, LLC, BEING THE OWNER AND DEVELOPER OF THE PROPERTY ADJOINING THE RIGHT-OF-WAY SHOWN AND DESCRIBED HEREON, AND SHOWN HATCHURED ON THIS PLAT, HEREBY REQUESTS SAID RIGHT-OF-WAY TO BE VACATED.

IN WITNESS WHEREOF, WE HAVE EXECUTED THIS PLAT AS OF THIS _____ DAY OF _____, 2025

HOPKINS PROPERTIES OF ST. LOUIS LLC C/O TRUCK CENTERS, INC.

BY:_____

PRINT NAME: JUSTIN HOPKINS

TITLE: MANAGING MEMBER

DATE: _____

OWNER'S NOTARY

STATE OF _____)
) SS
COUNTY OF _____)

I, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT JUSTIN HOPKINS, WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT AS MANAGING MEMBER OF HOPKINS PROPERTIES OF ST. LOUIS, LLC, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME IN THIS DAY THAT, BEING INFORMED OF THE CONTENTS OF SAID INSTRUMENT, HE / SHE EXECUTED THE SAME VOLUNTARILY ON BEHALF OF _____ ON THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS THE _____ DAY OF _____, 20_____.

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

MY COMMISSION EXPIRED:_____

_____
NOTARY PUBLIC

CITY APPROVAL:

THIS PLAT IS APPROVED AS A STREET RIGHT-OF-WAY VACATION PLAT, AS SHOWN HATCHURED AND DESCRIBED HEREON, AND HAS BEEN APPROVED BY THE BOARD OF PUBLIC SERVICE ON THIS _____ DAY OF _____, 2025.

SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT WE HAVE, DURING THE MONTH OF MAY, 2023, EXECUTED A PROPERTY BOUNDARY SURVEY ON A TRACT OF LAND BEING PART OF CITY BLOCK 3478 OF THE CITY OF ST. LOUIS, MISSOURI, AND SAID SURVEY HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS, AND DURING THE MONTH OF JULY, 2025 AT THE REQUEST OF HOPKINS PROPERTIES OF ST. LOUIS, LLC C/O TRUCK CENTERS, INC., WE HAVE PREPARED THIS RIGHT-OF-WAY VACATION PLAT, AND THE RESULTS ARE SHOWN HEREON.

Douglas S. Tiemann

DOUGLAS SCOTT TIEMANN, P.L.S. #2378
STATE OF MISSOURI
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
CERTIFICATION/LICENSE NO. LS-2007031293

STATE OF MISSOURI
DOUGLAS SCOTT TIEMANN
LS-2378
REGISTERED LAND SURVEYOR
08/08/2025

REVISION RECORD

NO	DATE	DESCRIPTION

ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE IN THE STATE OF MISSOURI IS REGULATED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS. UNLESS OTHERWISE NOTED, THIS PLAN AND/OR SURVEY WAS PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, LLC. LANDSCAPE ARCHITECTURE SERVICES IN THE STATE OF MISSOURI ARE PROVIDED BY CONSOLE ARCHITECTS, LLC.

1450 Beale Street
Suite 305
St. Charles, MO 63303
Ph: 314.656.4566
www.cecinc.com
CERTIFICATION/LICENSE NO. 2002013942

Civil & Environmental Consultants, Inc.

TRUCK CENTERS, INC.
747 E. Taylor Avenue
St. Louis, Missouri 63147

E. TAYLOR AVENUE
RIGHT-OF-WAY VACATION PLAT

DATE:	JULY, 2025
DWG SCALE:	1" = 50'
PROJECT NO:	330-285.0001
DRAWN BY:	DWD
CHECKED BY:	DST
APPROVED BY:	DST

DRAWING NO.:
SV01
SHEET 1 OF 1

P:\330-001\330-285_Survey\Dwg\330285-ROW Vacation.dwg(LAYOUT1) LS(7/30/2025 - dbsmith) - LP: 8/8/2025 10:46 AM

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) 3478 & 3479

between North Broadway Street, Marin Avenue

and Ouida Avenue and East Carrie Avenue

hereby petition the City of St. Louis to vacate and abolish

E. Taylor Avenue right-of-way between North Broadway Street and Ouida Avenue.

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 18th

day of August, 2025

Hopkins Properties of St. Louis LLC

ATTEST _____
Secretary

By Justin Hopkins

Title EVP

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss

On this 18th day of August, 2025

before me appeared Justin Hopkins

to me personally known, who being duly sworn, did say that he is the EVP of Hopkins Properties of St. Louis, LLC, 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 2-15-2028

Julie A. DeBlock
NOTARY PUBLIC

OFFICIAL SEAL
JULIE A. DeBLOCK
Notary Public - State of Illinois
Commission No. 987137
My Commission Expires February 15, 2028

S-195-ML

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 l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

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

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

are, upon the conditions hereinafter set out, vacated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

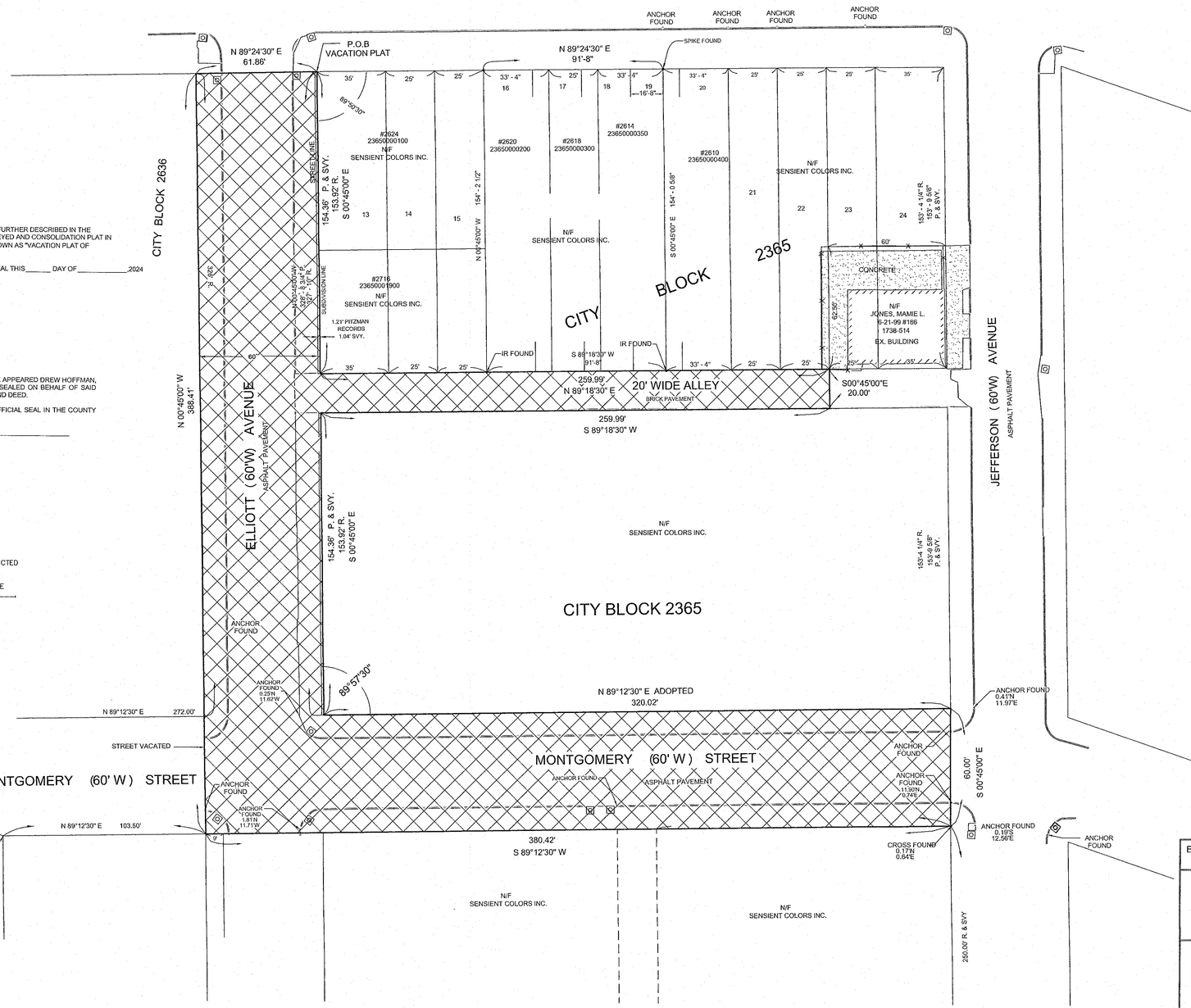
3. CITY STREET DEPARTMENT so as to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as affected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

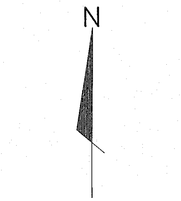
SECTION TEN. An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded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

VACATION PLAT
OF ELLIOTT AVENUE, MONTGOMERY STREET & 20 FOOT WIDE ALLEY
OF PART OF CITY BLOCKS 2365
CITY OF ST. LOUIS, MISSOURI

LEGEND

- CURB INLET
- DOUBLE CURB INLET
- MANHOLE
- UP UTILITY POLE
- LS LIGHT STANDARD
- WROUGHT IRON FENCE
- G GAS LINE
- P OVERHEAD ELECTRIC LINE
- AREA TO BE VACATED
- CONCRETE SIDEWALK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT





NOTES:
1. C. B. 2366, 2367, & C. B. 1897 (ALL WEST OF C. B. 2365 & ALL BOUNDED ON THE NORTH BY ST. LOUIS AVE. & ALL BOUNDED ON THE SOUTH BY MONTGOMERY STREET, ACCORDING TO RECORD PLATS;

CITY BLOCK	SUBDIVISION	NORTH - SOUTH DIST.
2366	MOSES S. PALLEN'S SUBD.	326'
2367	PRICES SUBD.	328'-11"
1897	BL. 5 - PENROSE ADDN.	328-8"

THEREFORE EITHER MONTGOMERY STREET OR ST. LOUIS AVE. IS NOT A STRAIGHT LINE. BASED ON PREVIOUS SURVEYS & PITZMAN SURVEYORS RECORDS, MONTGOMERY STREET IS A STRAIGHT LINE. HOWEVER BOTH MONTGOMERY STREET & ST. LOUIS AVE. CURBS ARE A STRAIGHT LINE.

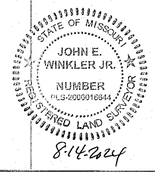
2. ACCORDING TO JULIUS PITZMAN (COUNTY SURVEYOR) FEB. 1870 SURVEY: THE SOUTH LINE OF ELLIOT AVE. (NOW ELLIOTT AVE.) IS NORTH OF (1'-2-1/2" PER PITZMANS RECORDS) NORTH LINE OF BL. 1, FOOTES WEST UNION ADDITION (C. B. 2365) & THE WEST LINE IS 328' - 8-3/4" (DIST. FROM MONTGOMERY TO ST. LOUIS AVE.

DESCRIPTION: ELLIOTT AVENUE, MONTGOMERY STREET & 20' W. ALLEY VACATION

BEGINNING AT THE NORTHWET CORNER OF LOT 13 IN BLOCK 2365 OF THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS: BEING A POINT ON THE SOUTHLINE 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 FEETTO 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 ALLY, 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 SECOND EAST, 154.36 FEET TO A POINT ON THE NORTH LINE OF MONTGOMERY (60 FOOT WIDE) STREET, NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST, 320.02 FEET TO A POINT ON THE WEST LINE OF JEFFERSON (60 FOOT WIDE) AVENUE; THENCE ALONG THE WEST LINE OF SAID JEFFERSON AVENUE, SOUTH 00 DEGREES 45 MINUTES 00 SECONDS EAST, 60.00 FEET TO THE SOUTH LINE OF SAID MONTGOMERY STREET; THENCE ALONG SAID SOUTH LINE OF MONTGOMERY STREET, SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, 380.42 FEET TO THE WESTERN LINE OF ELLIOTT AVENUE; THENCE ALONG THE WESTERN LINE OF ELLIOTT AVENUE, NORTH 00 DEGREES 45 MINUTES 00 SECONDS WEST, 388.41 FEET BACK TO THE SOUTH LINE OF ST. LOUIS AVENUE; THENCE ALONG THE SOUTH LINE OF SAID ST. LOUIS AVENUE, NORTH 89 DEGREES 24 MINUTES 30 SECONDS EAST, 61.86 FEET BACK TO THE POINT OF BEGINNING CONTAINING 1.108 ACRES (48,258 SQUARE FEET) , MORE OR LESS.

THIS IS TO CERIFY THAT WE HAVE DURING MAY, 2023 THRU AUGUST, 2024 AT THE ORDER OF SENSIENT COLORS, LLC, EXECUTED A SURVEY AND VACATION PLAT ACCORDING TO THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND MEETS THE ACCURACY STANDARDS FOR URBAN PROPERTY OF THE MISSOURI DEPARTMENT OF AGRICULTURE, DIVISION OF WEIGHTS AND MEASURES, AND THE MISSOURI BOARD OF REGISTRATION FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND THAT THE RESULTS OF SAID SURVEY ARE CORRECTLY SHOWN HEREON,

John E. Winkler Jr.
JOHN E. WINKLER JR., PLS 2006016644



OWNER'S SCRIPT

WE, THE UNDERSIGNED, OWNER OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATION PLAT IN THE MANNER SHOWN ON THIS PLAT, WHICH CONSOLIDATION PLAT SHALL BE KNOWN AS "VACATION PLAT OF ELLIOTT AVENUE, MONTGOMERY STREET & 20 FOOT WIDE ALLEY".

IN WITNESS HEREON, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR SEAL THIS_____ DAY OF_____2024

SENSIENT COLORS, LLC

_____
BY: DREW HOFFMAN, CFO DATED:

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

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED DREW HOFFMAN, CFO, SENSIENT COLORS, LLC, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID OWNERSHIP, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THEIR FREE ACT AND DEED.

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.

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

(SEAL)

SUBJECT PROPERTY CURRENTLY DESIGNATED LAND USE IS: "R" UNRESTRICTED ACCESSORS USE – RESIDENTIAL

THIS VACATION PLAT WAS APPROVED BY THE BOARD OF PUBLIC SERVICE OF THE CITY OF ST. LOUIS, MISSOURI, BY BOARD DOCUMENT NO. _____, PASSED THIS ____ DAY OF _____, 2024.

_____ _____
RICHARD T. BRADLEY, P.E. MICHELE KNOX, SECRETARY
PRESIDENT

BEARING SYSTEM ADOPTED BASED ON THE WEST SIDE OF WEST UNION SUBDIVISION, PLAT BOOK 67 PAGE 1 OF THE CITY OF ST. LOUIS RECORDS.

ST. LOUIS CITY BENCHMARK #1780 ELEV.=83.35'
"SQ" CUT ON WEST END OF CELLAR WINDOW SILL AT #1822 LEFFINGWELL AVENUE.

SITE BENCHMARK ELEV.=83.04'
"O" OF OPEN OF FIRE HYDRANT. 147± N. OF N.W. CORNER BENTON STREET & ELLIOT AVE.

ORDER NO.: 10583P
DRAWING NAME: 10583P
SCALE: 1"=30'
FIELD DATE: 7/12/2023
DRAWN BY: JEW

ELLIOTT AVENUE, MONTGOMERY STREET & 20' W. ALLEY VACATION PLAT

For: SENSIENT COLORS INC.
2515 N. JEFFERSON AVENUE
ST. LOUIS, MISSOURI 63106
TEL. 314-658-7428
FAX: 314-658-7356

METRON
SURVEYING & LAYOUT CO.
313 WOOD STREET
O'FALLON, MO, 63366
314-432-5400 FAX: 636-294-5851

REV.	DATE	DESCRIPTION	BY	CHK'D

ORDER NO. 10583P
DATE 8-14-2024
DRAWN JEW
CHECKED JAW

1 OF 1

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 COSPONSORS: ALDERWOMAN ALISHA SONNIER/ALDERWOMAN JAMI COX ANTWI

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.

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

SECTION ONE. There is hereby appropriated to the Department of Health the sum of One Million Three Hundred Sixty-Three Thousand Eight Hundred Seventy-Five Dollars and Seventy-Eight Cents ($1,363,875.78) as further described in **Exhibit A** attached hereto and to the extent such funds are received. The Commissioner of Health, or her designee, is hereby authorized to make, negotiate, and execute any and all contracts or other documents on behalf of the City to expend such funds, and to expend such funds on behalf of the City to support prevention, treatment, and recovery efforts for opioid use/abuse, any co-occurring substance use/abuse and related behavioral health conditions. 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.

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

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**

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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	0	0	0
Additional Revenue	0	0	0
Net	0	0	0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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?_____.

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

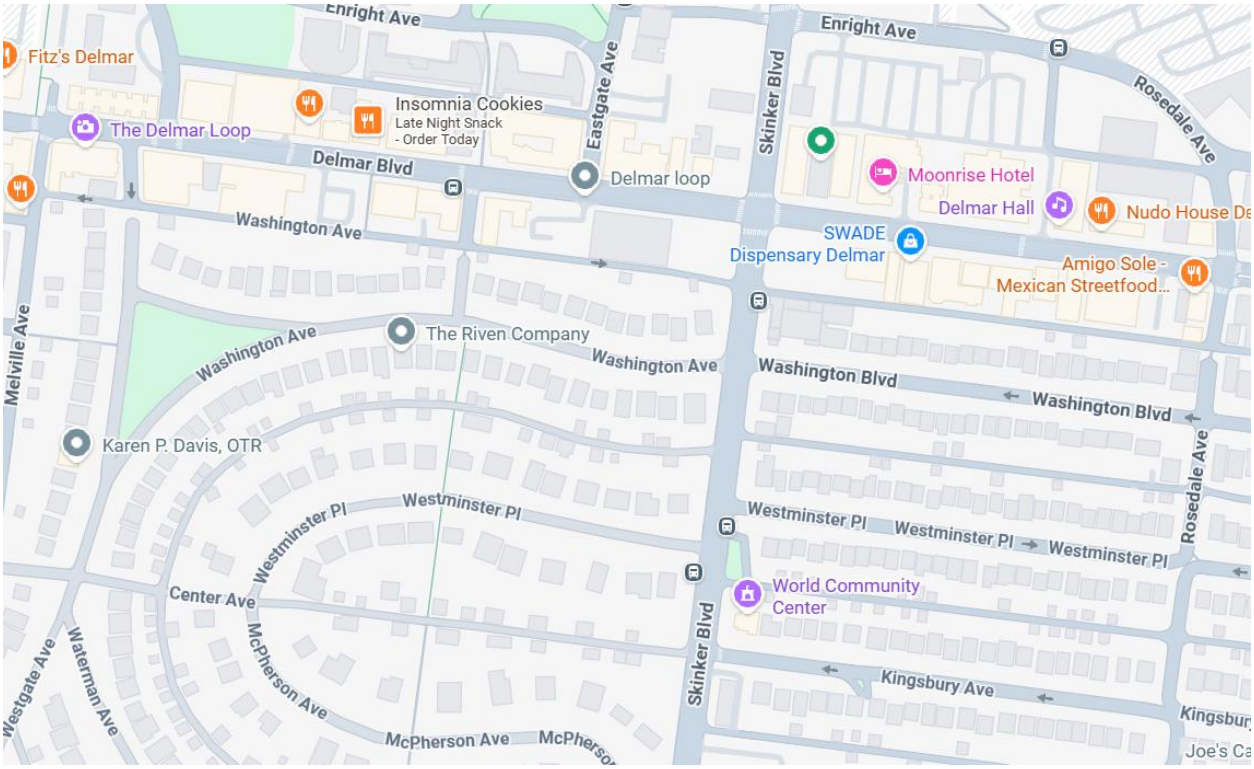
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on 6100 block of Washington in the 10th ward.

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 6100 block of Washington Avenue in the 10th ward as follows:

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

BOARD BILL NUMBER 150
MAP



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

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

B. 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, lower energy costs, decreases in crime, provide mental health benefits and create a more walkable environment.

C. 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 achieve the aforementioned benefits, to preserve public safety and prevent or control infectious diseases and insect pests harmful to the tree, shrub, and plant population in the City.

D. It is the policy of the City:

a. 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;

b. 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, this includes, when possible, keeping the tree lawn free of nonpermeable services, especially 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.

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

A. "Appraised replacement value" shall mean the value in 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 Forestry Division or any Contractor or person acting on behalf of the Forestry Division to remove and replace said tree.

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

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

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

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

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

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

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

I. "Contractor" shall mean 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.

J. “Critical root zone” shall mean all of the ground from the trunk up to a tree’s drip line, which is the area on the ground directly beneath the edge of a tree's canopy.

K. “Director” shall mean the Director of the City’s Department of Parks, Recreation, and Forestry.

L. “Forestry Division” shall mean designated employees of the Forestry Division of the City of St. Louis.

M. “Hazard tree” shall mean a tree possessing qualities in structure and/or growth that create an unacceptable level of risk to public safety, including on private property.

N. “Shared Use Path” shall mean a multi-use path designed primarily for use by bicyclists, pedestrians, and other authorized motorized and non-motorized users, for transportation purposes, and that may also be used for recreation. Shared use paths are physically separated from motor vehicle traffic by an open space or barrier and are either within the highway or other public Right-Of-Way.

O. “Person” shall mean an individual person, corporation, association, or entity of any kind.

P. “Plant” shall mean any form or type of vegetation that is not a tree or shrub.

Q. “Reforestation fee” shall mean the actual cost to plant per tree, including the acquisition, equipment, and labor costs.

R. “Right-of-Way” shall mean 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 public sidewalks and public streets.

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

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

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

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

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

SECTION FOUR. Authority.

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

B. The Commissioner shall 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 all Right-Of-Way.

C. The Forestry Division shall have authority to 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 an 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.

D. The Forestry Division 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.

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

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

SECTION FIVE. Responsibilities and Reporting.

A. The Forestry Division shall be responsible for planting, trimming, maintaining, removing, and stump grinding all city trees along all public Right-Of-Way except back easements. The Forestry Division shall also be responsible for the planting, maintenance, and management of all trees located on city property, including keeping the trees trimmed so that the branches thereof shall not be lower than eight (8) feet from the surface of such street or sidewalk.

B. The Forestry Division shall be responsible for creating and maintaining an Annual Forestry Memo which may include:

a. Number of trees planted of each species in the City by the Forestry Division and contractors.

b. Number of trees removed of each species in the City by the Forestry Division and contractors.

c. Number of trees trimmed in the City by the Forestry Division and contractors.

d. Number of trees injured or cut down without permission.

e. Progress on goal to increase and maintain city-owned tree canopy by 5% by 2031

i. Set/revise five and ten year goals

ii. Report progress on previously made goals

1. If goals were hit list successful strategies

2. If goals were not hit list what is needed to improve the next year

f. Tree Planting Standards including: tree species, tree lawn sizes, and spacing, 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.

g. Tree removal policy including: standards for when trees are removed and tree removal reason, when possible

h. The annual Reforestation fee, including: cost of the new tree, equipment, labor costs, material used, clerical costs, and other data appropriate to document the 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.

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

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

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

SECTION EIGHT. Permit Conditions: Denial and Revocation.

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

B. The Forestry Division may deny the issuance of any permit under any section of this ordinance if, in its 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 the issuance of a permit may be appealed in writing within ten (10) days of such denial to the Director, whose decision shall be final.

C. The Forestry Division 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.

D. Any 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 Sixteen.

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

F. 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.

G. Any person found by the Forestry Division 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 NINE. Permit Fees.

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

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

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

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

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

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

D. 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 Forestry Division before a Permit to Maintain will be issued pursuant to Section Seven of this ordinance.

SECTION TEN. Tree Preservation and Replacement.

A. 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 the 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.

B. 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 Seven of this ordinance before such tree may be removed by any person, including persons employed, contracting with, or otherwise working on behalf of the City and all regulations and fees as prescribed in Sections Eight and Nine of this ordinance shall apply.

a. 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 ($500) fine for acting without a required permit, and an additional fee of the appraised replacement value of the tree or reforestation fee prescribed in Section Nine, whichever is higher and when applicable also triple damages under Rs.Mo 537.340.

b. The Commissioner shall have the authority to waive the fine and fee in whole or in part for good cause.

C. 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, or erection of any building or outbuilding or any type of improvement on any parcel of land including utility work in the City.

a. The following required tree preservation activities for any tree in a City Park include but are not limited to:

i. The placing of protective fencing at the boundary or limits of the established critical root zone of each city tree that has the potential of being injured during construction. Such protective fencing shall be installed before construction of any type begins, with a minimum height of at least four (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.

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

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

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

i. Construction equipment, trailers, traffic, and storage must remain in the street.

ii. Materials, equipment, spoil, or waste, must remain in the street.

iii. Spoils from trenches, basements, or other excavations must remain in the street.

iv. Spoil, waste, or washout water must be properly disposed of.

v. No burn piles or debris pits shall be placed within the tree lawn.

vi. No debris may be dumped or buried within the tree lawn.

vii. 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.

viii. City trees shall be root pruned before grading, pad preparation, or excavation for foundations, walls, or utility trenching occurs without a Permit to Maintain applied for and issued in accordance with Section Seven, Eight, and Nine of this Ordinance. Roots shall be 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.

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

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 this Section, until such provisions are met, or may issue a permanent stop work order.

E. Failure to obtain any permit required by this ordinance, 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 Five Hundred Dollars ($500) for each precaution not undertaken or maintained, in addition to any other applicable fine under this ordinance. Each day is considered a separate violation.

F. 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 ($500), in addition to any other fines or penalties prescribed by this ordinance. For each full hour that work continues after the issuance of a stop work order is considered a separate violation.

G. Any person who damages any city tree 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 Five Hundred Dollars ($500) for each city tree damaged, in addition to any other penalties or fines applicable under this ordinance.

H. 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 (48) 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 (48) hours of the occurrence of the root damage or removal so an assessment may be performed to determine the health, stability, and safety of the affected tree.

SECTION ELEVEN. Sewer Damage.

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

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

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

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

SECTION TWELVE. Property Owner’s Responsibility.

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

a. Where damage to a sidewalk or curb occurs due to the close proximity or growth of city tree roots, the Forestry Division shall make every reasonable effort to correct the problem without damaging or injuring the tree.

b. In cases where tree removal is necessary, the Forestry Division shall not proceed with removing the tree until they receive 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.

B. It shall 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.

C. It shall be the duty of the property owner to water the tree for the first three years after it is planted as to give it the best chance of survival.

D. It shall be the duty of the property owner to keep private trees trimmed so that the branches thereof shall not be lower than eight (8) feet from the surface of such street or sidewalk.

E. The property owner is responsible for any trees in the back easement of a property that were not planted by the Forestry Division.

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

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

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. Lights, lighting devices, electronic devices of any kind, wire, rope, sign, handbill, or any other thing to be attached, hung, or suspended from any tree, shrub, or plant must be installed so as to cause no damage to the tree, shrub, or plant and cannot remain in the tree, shrub, or plant for longer than one hundred twenty (120) days. The person who installed 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. 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.

D. 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.

E. Without written permission from the Commissioner, no person shall place or maintain upon the ground any stone, cement, fabric or plastic weed barrier, or other impervious material or substance in such a manner as it 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 Forestry Division.

F. 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.

a. 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 by the Commissioner.

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

SECTION FOURTEEN. Tree Lawn Planting Requirements and Criteria.

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

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

C. The installation, construction, or erection of raised planters or landscape walls around the trunks of trees after its 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 (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

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

C. Any notice served to a property owner by the Forestry Division 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 Forestry Division under this section must be filed within ten (10) days of receipt of such order.

D. The Forestry Division 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 and issue an administrative fine of five hundred dollars ($500) to the person responsible for the violation.

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

F. When the condition of a tree is such that the Forestry Division 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 Forestry Division may, in its discretion enter onto any lot or parcel of land in the City and abate or otherwise remediate the condition without following said procedures.

G. 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 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,

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

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

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

a. The date of the violation or, if the date of the violation is unknown, then the date the violation is identified;

b. The address or a specific description of the location where the violation occurred;

c. The section of the applicable code violated and a description of the violation;

d. The amount of the fine for the code violation;

e. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;

f. An order prohibiting the continuation or repeated occurrence of the code violation described in the administrative citation;

g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for a hearing form to contest the administrative citation may be obtained; and

h. The name and signature of the citing code official.

G. Any administrative citation fine paid pursuant to subsection shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

H. Payment of a fine under this ordinance shall not excuse or discharge any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

I. The administrative fine and reforestation fee shall be paid to the City within thirty (30) days from the date of the administrative citation.

J. The cost of removal or abatement may be certified by the Forestry Division and submitted to the Office of the Comptroller for issuance of a special tax bill or added to the annual real estate tax bill, to be collected according to and in the same manner as real estate taxes under, Section 67.389 and 71.780 R.S.Mo. These special tax bills or additions to the annual real estate tax bills may not be forgiven except by the City Counselor, who shall, in writing, instruct the Forestry Division to forgive such special tax bills, additions to the annual real estate tax bills, or liens. Further, special tax bills or additions to the annual real estate tax bills 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.

K. The amount of the unpaid administrative fine and reforestation fee may be certified by the Forestry Division and submitted to the Office of the Comptroller for issuance of a 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.

c. If the code official submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served on the person requesting the hearing at least five (5) days prior to the date of the hearing. The Forestry Division shall designate the hearing officer for the administrative hearing.

d. A hearing prior to the hearing officer shall be set for a date that is not less than fifteen (15) days and not more than ninety (90) days from the date that the request for hearing is filed in accordance with the provisions of this ordinance.

e. At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence concerning the administrative citation; The party contesting the administrative citation may be represented by counsel at any hearing, though this is not a requirement.

i. Oral evidence shall be taken only on oath or affirmation;

ii. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, even though that matter was not the subject of the direct examination, to impeach any witness regardless of which party was first called to testify, and to rebut the evidence against them. Any person providing oral testimony shall be subject to cross-examination;

iii. A party who does not testify in his or her own behalf may be called and examined as if under cross-examination;

iv. The Forestry Division shall cause all proceedings in hearings before it to be suitably recorded and preserved;

v. Evidence to which an objection is sustained shall, at the request of the party seeking to introduce the same, or at the instance of the Forestry Division, nevertheless be heard and preserved in the record, together with any cross-examination with respect thereto and any rebuttal thereof, unless it is wholly irrelevant, repetitious, privileged, or unduly long;

vi. Any evidence received without objection which has probative value shall be considered by the Forestry Division, along with the other evidence presented. The rules of privilege shall be effective to the same extent that they are now or may hereafter be in civil actions. Irrelevant and unduly repetitious evidence may be excluded by the Forestry Division;

vii. Each party shall be entitled to present written briefs at or after the hearing which shall be read by members of the Forestry Division who render or join in rendering the final decision;

viii. Each member of the Forestry Division who renders or joins in rendering a final decision shall, prior to such final decision, either hear all the evidence, read the full record including all the evidence, or personally consider the portions of the record cited or referred to in the arguments or briefs.

f. The failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a failure to exhaust their administrative remedies.

g. The code violation notice, property record, and related documentation in the proper form, or a copy thereof, shall be prima facie evidence of the municipal code violation. The code official who issued the notice of violation need not be present.

h. The hearing officer may continue the hearing and request additional information from the code official or the recipient of the administrative citation prior to issuing a written decision.

i. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be considered the final decision.

j. If the hearing officer determines that the administrative citation should be upheld, the hearing officer shall set forth in the decision a payment schedule for the fine.

k. If the hearing officer determines that the administrative citation should be canceled and the fine was deposited with the City, then the City shall promptly refund the amount of the deposited fine, together with interest at the average rate earned on the City's portfolio for the period of time that the fine amount was held by the City.

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

SECTION EIGHTEEN. Additional 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 and the City Counselor's office. Any such regulations shall be kept on file at the Division's office, in the City Register's office and on the City of St. Louis Website.

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

a. Whether, consistent with sound biological science, any particular type of vegetation shall be classified as a tree for purposes of this ordinance;

b. Conditions for permits issued pursuant to Section Seven of this ordinance;

c. Standards for appropriate height and spatial clearances for city trees;

d. Rules for protection of city trees at construction sites, in addition to the provisions of Section Ten of this ordinance.

SECTION NINETEEN. Collected Funds.

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

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

SECTION TWENTY. Effective Date.

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

SECTION TWENTY-ONE. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a further subsequent change in applicable law that renders valid a provision of the Ordinance that was previously held to be invalid or unenforceable, said provision shall thereupon be restored to its full effect, be capable of enforcement without further action by the City, and shall thereafter 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 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 of 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 salicara* (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), *Xanithium 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:	*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.*
Type of Impact:	*Potential Operating Impact; Potential Revenue Impact*
Agencies Affected:	*Department of Parks;* *Recreation and Forestry (Forestry Division);* *Comptroller's Office;* *St. Louis Metropolitan Police Department;* *City Counselor's Office;* *Board of Public Service.*

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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*Indeterminate*	*Indeterminate*	*Indeterminate*
Additional Revenue	*Indeterminate*	*Indeterminate*	*Indeterminate*
Net	*Indeterminate*	*Indeterminate*	*Indeterminate*
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*Indeterminate*	*Indeterminate*	*Indeterminate*
Additional Revenue	*Indeterminate*	*Indeterminate*	*Indeterminate*
Net	*Indeterminate*	*Indeterminate*	*Indeterminate*

- 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 __X__No

  - If yes, by whom? _____ .

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

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.

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

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

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

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

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

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

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

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

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

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

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

SECTION SIX. The City, by and through the Planning and Urban Design Agency, is hereby authorized to accept any amount of funds granted to the City under the Program pursuant to the Data Set Application (the "Data Set Grant Amount") for the purposes of the Project set forth on **Exhibit B**. There is hereby appropriated to the Streets Department an amount up to the Data Set Grant Amount, which is anticipated to be $100,000, to the extent such funds are received. The Director of PDA and/or such person's authorized designees are hereby authorized and directed to make, negotiate, and execute any and all contracts or other documents on behalf of the City to expend such funds and to expend such funds on behalf of the City for certain purposes substantially in accordance with the purchase of the Data Set, to the extent such funds are received. The Comptroller is authorized and directed to issue warrants to the Treasurer 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.

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

SECTION EIGHT. This ordinance, being deemed necessary for the immediate preservation of the public peace and safety, is declared to be an emergency ordinance under and 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:

_____

Timothy Snoke
Secretary-Treasurer

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

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:	*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.* .
Type of Impact:	*Revenue (Grant-Funded Appropriation)*
Agencies Affected:	*Streets Department;* *Planning and Urban Design Agency;* *Comptroller; Treasurer.*

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ____Yes ____X No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ____Yes ____X No
- A commitment of city funding in the future under certain specified conditions? ____Yes ____X No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____Yes ____X No

- An execution or initiation of an activity as a result of federal or state mandates or requirements? ____Yes ____X No

- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes ____X No

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes ____X No

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

SECTION B

- Does the bill require the construction of any new physical facilities? ____Yes __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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	$0	$0	$0
Additional Revenue	$0	$0	$0
Net	$0	$0	$0
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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 __X__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

An Ordinance establishing 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.

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

An Ordinance establishing 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.

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

SECTION ONE. There is hereby established 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. The Director of Avenues is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

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

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/PRESIDENT MEGAN GREEN

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

THOUSAND DOLLARS ($1,200,000.00) of the interest earned on the ARPA Funds to the Water Division of the Department of Public Utilities for water infrastructure repair and replacement. 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.

SECTION TWO. Emergency Clause.

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

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:	*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.*
Type of Impact:	*Appropriation / Fund Transfer*
Agencies Affected:	*Comptroller's Office*

SECTION A
Does this bill authorize:

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

(01/2017)

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes ____*X*__No

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

SECTION B

- Does the bill require the construction of any new physical facilities? ____Yes __*X*__No
    - If yes, describe the facilities and provide the estimated cost:

_____
_____
_____
_____
_____

- Is the bill estimated to have a direct fiscal impact on any city department or office? __*X*__Yes ____No
    - If yes, explain the impact and the estimated cost:

The ordinance appropriates and 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 __*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 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	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*$0*	*$0*	*$0*
Additional Revenue	*$0*	*$0*	*$0*
Net	*$0*	*$0*	*$0*
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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 __*X*__No

  - If yes, by whom? _____ .

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

COSPONSORS: PRESIDENT MEGAN GREEN/ALDERMAN BRET NARAYAN/ ALDERWOMAN DANIELA VELAZQUEZ/ALDERWOMAN LAURA KEYS/ALDERWOMAN SHAMEEM CLARK-HUBBARD

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.

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

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

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

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

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

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

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

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

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

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

5.58.110 - Requisition for supplies not contracted.

A. **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 and when the amount to be purchased shall exceed the sum of** ~~five hundred dollars ($500)~~ **five thousand dollars ($5,000) 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; 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, the Commissioner shall enter into contract for same as is provided for in Section 5.58.160.**

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

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

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

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

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

SECTION TWO. Severability Clause. 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.

SECTION THREE. Emergency Clause. This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter, and, therefore, this Ordinance shall become 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 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

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.

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

WHEREAS, pursuant to 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 pursuant to which the City granted Terrace View a license to the building within the Urban Garden (the "Building") for the purposes set forth therein; and

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

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

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

SECTION ONE. The City of St. Louis hereby consents to the execution and delivery of the Amendment by and among the City, the Foundation, and Terrace View, in substantially the form attached hereto as **Exhibit A**.

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

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

SECTION FOUR. This ordinance, being deemed necessary for the immediate preservation of the public peace and safety, is declared to be an emergency ordinance under and pursuant to 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;

BE IT ORDAINED BY THE CITY OF ST. LOUIS, AS FOLLOWS: SECTION ONE. Findings of Fact. The whereas clauses set forth above are adopted as findings of fact. **SECTION TWO. Repeal of Chapter 3.70.** There being no current or future need for the Municipal Bridge Commission, such Commission is dissolved, and Section 3.70 of the Revised Code is hereby repealed.

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

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

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

Board Bill Number 132

EXHIBIT A

PURCHASE AND SALE AGREEMENT

City of Saint Louis
MacArthur Bridge Termination-Illinois side

THIS PURCHASE AND SALE AGREEMENT is entered into as of the ___ day of _____, 20__ by and between the City of St. Louis, Missouri ("St. Louis") and the City of East St. Louis, Illinois ("East St. Louis").

WITNESSETH:

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

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

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

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

2. **DESCRIPTION OF THE PROPERTY:**

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

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

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

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

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

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

[Remainder of page intentionally left blank]

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

CITY OF ST. LOUIS, MISSOURI

By: _____

Title: MAYOR

Date: _____

By: _____

TITLE: COMPTROLLER

Date: _____

APPROVED AS TO FORM:

By: _____

Title: CITY COUNSELOR

CITY OF EAST ST. LOUIS, ILLINOIS

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

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:

By: _____
CITY COUNSELOR

ATTEST:

By: _____
REGISTER

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

On this _____ of _____, 20__ before me appeared Cara Spencer, to me personally known, who being by me duly sworn, did say that she is the Mayor of the City of St. Louis, and that she is authorized to sign this Quitclaim Deed on behalf of the City of St. Louis and acknowledges said instrument to be its free act and deed of the City of St. Louis.

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

_____

Notary Public

My Commission Expires:

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

On this _____ of _____, 20__ before me appeared Donna Baringer, to me personally known, who being by me duly sworn, did say that she is the Comptroller of the City of St. Louis, and that she is authorized to execute this Quitclaim Deed on behalf of the City of St. Louis and acknowledges said instrument to be the free act and deed of the City of St. Louis.

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

_____

Notary Public

My Commission Expires:

EXHIBIT I

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

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

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

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

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

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

EXHIBIT II

LEGAL DESCRIPTION

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

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

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

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

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

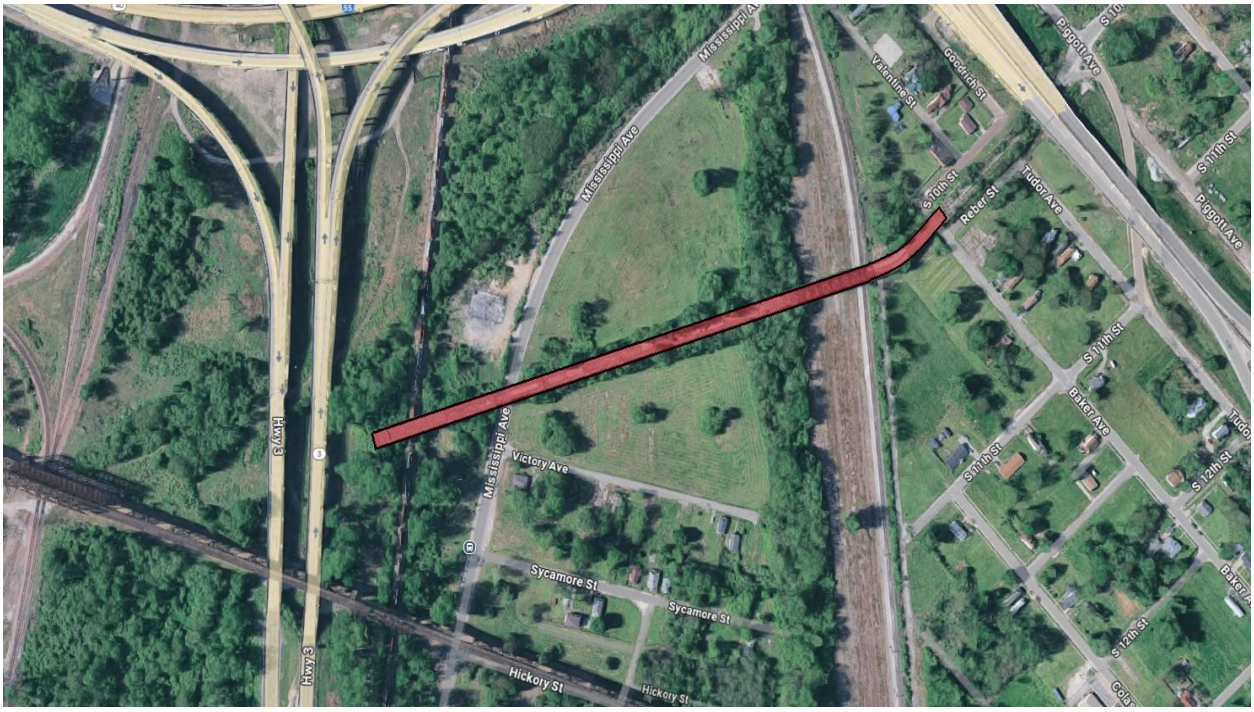
LOT 162 OF C.O. MCCASLAND'S SUBDIVISION OF OUTLOTS A & B OF COLA'S CENTRAL PLACE, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN PLAT BOOK "H" ON PAGE 10 OF THE ST. CLAIR COUNTY, ILLINOIS RECORDER'S OFFICE.

BOARD BILL NUMBER 132
EXHIBIT B



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

BOARD BILL NUMBER 132
EXHIBIT C



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

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

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

BOARD BILL NUMBER 157 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.

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

SECTION FOUR. Severability Clause.

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

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

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

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

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

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

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

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

SECTION ONE. Definitions.

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

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

SECTION TWO. There is hereby appropriated the sum of Nine Million Three Hundred Fifty Thousand and 0/100ths ($9,350,000.00) Dollars of one-time surplus General Revenue Funds into 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,

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 as outlined pursuant to Sections Three and Seven of this Ordinance.

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

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

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

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

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

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

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:	*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.*
Type of Impact:	*Appropriation / Fund Transfer*
Agencies Affected:	*Comptroller;* *Treasurer;* *Mayor's Office;* *Other City departments or contracted service providers as designated through program implementation.*

SECTION A
Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? *X* Yes ___ No
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ____ Yes *X* No
- A commitment of city funding in the future under certain specified conditions? ____ Yes *X* No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ____ Yes *X* No

- An execution or initiation of an activity as a result of federal or state mandates or requirements? ____Yes ____X No

- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes ____*X* No

- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes ____*X* No

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

SECTION B

- Does the bill require the construction of any new physical facilities? ____Yes __*X*__No

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

_____
_____
_____
_____
_____

- Is the bill estimated to have a direct fiscal impact on any city department or office? __*X*__Yes ____No

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

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

- Does the bill create a program or administrative subdivision? ____Yes __*X*__No

    - If yes, then is there a similar existing program or administrative subdivision? ____Yes ____No
    - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

_____
_____
_____
_____
_____

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

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

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

Financial Estimate of Impact on General Fund			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*$0*	*$0*	*$0*
Additional Revenue	*$0*	*$0*	*$0*
Net	*$0*	*$0*	*$0*
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
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 __*X*__No

  - If yes, by whom? _____ .

Summary
Board Bill Number 158
Floor Substitute
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.

BOARD BILL #158 FLOOR SUBSTITUTE INTRODUCED BY ALDERWOMAN SHAMEEM CLARK- HUBBARD
COSPONORS: PRESIDENT MEGAN GREEN ALDERWOMAN ANNE SCHWEITZER/ ALDERMAN SHANE COHN/ALDERWOMAN ALISHA SONNIER/ALDERMAN SONNIER/ALDERMAN MICHAEL BROWNING/ALDERWOMAN LAURA KEYS/ ALDERMAN RASHEEN ALDRIDGE/ALDERWOMAN DANIELA VELAZQUEZ/ ALDERWOMAN PAMELA BOYD/

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.

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; and

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

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

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

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

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

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

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

WHEREAS, reinstating Ordinance No. 69056 will not "diminish the power or authority" of the District to operate its PACE program, as the Board's PACE program shall operate "in addition to, but not in exclusion of," the PACE program offered by the District.

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

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

SECTION TWO. Ordinance No. 69056 is hereby reinstated.

SECTION THREE. Emergency Clause. This being an ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning

of Section 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore shall become effective immediately upon its passage and approval by the Mayor.

ORDINANCE NUMBER 72051

BOARD BILL NUMBER 80 INTRODUCED BY ALDERWOMAN SHAMEEM CLARK-HUBBARD

An ordinance to repeal **Ordinance Number 69056** concerning the City's participation in the Property Assessment Clean Energy Act, and enacting 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 and stating the steps to be taken by the City in connection therewith, and the activities such District may conduct in the City as a member of such District.

WHEREAS, the 95th General Assembly of Missouri enacted Sections §67.2800 to §67.2835, inclusive, RSMo., the "Property Assessment Clean Energy Act" (the "Act"); and

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

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

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

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

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

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

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

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

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

SECTION ONE. Findings of Fact. 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 City residents for the City to become a member of the Missouri Clean Energy District and authorize it to administer its PACE program within the City, in addition to, but not in exclusion of, the PACE program offered by the Clean Energy Development Board of the City of St. Louis, Missouri.

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

Ordinance Number 69056 is hereby repealed.

SECTION THREE. City to Join District. The City is hereby authorized City to join and participate in the Missouri Clean Energy District. Upon the City becoming such a member, the District may 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 FOUR. Conformity to Federal and State Law. This Ordinance is enacted pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes (2000), as amended, and the provisions of this Ordinance shall be in conformity with federal and state laws

SECTION FIVE. Definitions.

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

"*Missouri Clean Energy District*" or "*District*" means the Missouri Clean Energy District.

"*PACE Assessment*" means a special assessment made against qualifying property in consideration of PACE Funding.

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

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

SECTION SIX. Administration. The District shall administer its PACE program within the 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.

SECTION EIGHT. 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.

SECTION NINE. 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 or unenforceable, the remaining sections of this Ordinance shall nevertheless be valid and enforceable, unless the court finds the valid sections of this 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.

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

SECTION ELEVEN. Appointment of Member of Advisory Council. The Mayor of the City of St. Louis is hereby authorized to appoint a member of the Advisory Council of Missouri Clean 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 _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.

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
- 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:

  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	**Year 1 (current)**	**Year 2**	**Year 3**
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	**Year 1 (current)**	**Year 2**	**Year 3**
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 __X__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

FISCAL NOTE

BOARD BILL NUMBER 158 FLOOR SUBSTITUTE

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
    - 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:

_____
_____
_____
_____
_____

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	**Year 1 (current)**	**Year 2**	**Year 3**
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	**Year 1 (current)**	**Year 2**	**Year 3**
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

  - If yes, by whom? _____ .

RESOLUTION 258
OPPOSING MISSOURI HOUSE BILL 3066/SENATE BILL 1657AND THE RECENT UNACCOUNTABLE ACTIONS OF THE POLICE BOARD OF COMMISSIONERS

WHEREAS, the St. Louis Board of Police Commissioners ("Police Board"), a body where 4 of the 5 members are appointed by the Governor, has demonstrated a pattern of reckless fiscal behavior that threatens the financial stability of the City we all want to see thrive; and

WHEREAS, in February 2026, the Police Board submitted a proposed budget for that exceeded the State's mandated amount by $72 million; and

WHEREAS, this proposed budget included a near-doubling of officer salary, which accounts for an increase of more than $30 million, which was submitted to the Mayor's office with less than a day's notice before the Board voted to certify it. This denies the Mayor, who is the only member of the Board who represents the voters of the City, from providing a meaningful opportunity to review, analyze, or respond to its contents; and

WHEREAS, the City of St. Louis strongly supports its police officers and believes they deserve competitive salaries and the respect and investment that the essential nature of their work demands, which is why the City has been pouring a significant amount of resources into them; and

WHEREAS, The Police Board's approach does not represent a good-faith effort to lift up officers given that it more closely represents a power grab that bypasses the elected officials, the taxpayers, and the community partnerships necessary to make any raise sustainable and lasting; and

WHEREAS, St. Louis will never be made safer by a Police Board that operates as though the rest of City government does not exist; and

WHEREAS, Public safety is not achieved in isolation, but through streets that are maintained and give the residents pride in living there, youth who have opportunities to thrive instead of opportunities to get into trouble, families that are housed in buildings that are dignifying, and communities that are wholly invested in; and

WHEREAS, as it stands now, every dollar the Board seeks to take beyond what the City has budgeted, and what the State has mandated, is a dollar taken from the holistic approach to what makes us safe; and

WHEREAS, Mayor Cara Spencer has stated that the Police Board's proposed budget would force massive layoffs across Streets, Refuse, and every other City department. The Police Board's fiscal recklessness threatens the livelihoods of thousands of City employees and the services that residents depend on; and

WHEREAS, on January 21st, 2026 Missouri State Representative Brad Christ, who does not represent anyone who lives in the City of St. Louis, filed House Bill 3066 ("HB 3066"), which would remove all ability for the municipally ran Board of Estimate and Apportionment to deny line-item transfers for the Board, as well as transfer litigation cost for police misconduct from the State to the City; and

WHEREAS, on February 10, 2026, Missouri State Senator Travis Fitzwater filed Senate Bill 1657 ("SB 1657"), which is identical to HB 3066; and

WHEREAS, HB 3066 and SB 1657 would dramatically accelerate and entrench the City's problems by allowing the Police Board to hide tens of millions of dollars from the City's budget while also stripping the Board of Estimate and Apportionment of its authority to approve transfers within the police budget, eliminating a critical check on how public dollars are spent once appropriated; and

WHEREAS, If HB 3066 or SB 1657 becomes law, the liability for police-related lawsuits, settlements, and judgments would be transferred to the City of St. Louis, meaning St. Louis taxpayers would bear the full financial risk of police conduct while simultaneously being denied full visibility into the true cost of the department they are funding; and

WHEREAS, HB 3066 and SB 1657 would grant the Police Board the unilateral authority to move money between budget classifications without seeking approval from any elected or appointed oversight body, a power granted to no other City department; and

WHEREAS, the City has been working for several months in good faith with the Missouri Attorney General's Office on a Memorandum of Understanding to resolve the important legal issues of representation, liability, payment, settlement authority, and other key issues, making these pieces of legislation both unnecessary and potentially counter to this collaborative effort that all parties believe is close to being resolved; and

WHEREAS, the City of St. Louis faces profound and layered public safety challenges that cannot be solved by budget increases alone, they require violence prevention, behavioral health response, trauma-informed services, neighborhood investment, and the kind of trust between residents and officers that is built through community engagement and accountability, not state mandates by an unaccountable Police Board. HB 3066 and SB 1657 make every one of these proven solutions harder by constraining the City's fiscal flexibility and concentrating decision-making power in a board that answers to Jefferson City rather than to the people of St. Louis.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to oppose Missouri HB 3066 and SB 1657; and

BE IT FURTHER RESOLVED that this Board calls on the Police Board of Commissioners to immediately return to the table in good faith partners in order to develop a police budget that honors our officers, respects our residents, and reflects the realities of a city that must invest in all of its residents; and

BE IT FURTHER RESOLVED that 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 members of the Missouri House Committee on Crime and Public Safety, the Missouri Senate Committee on Transportation, Infrastructure and Public Safety, and to others as she sees fit.

Introduced this 6th Day of March 2026 by:
The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 6th Day of March 2026 as attested by:

_____	_____
Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

RESOLUTION NUMBER 257
HONORING THE LIFE AND LEGACY OF SARAH LYNETTE GLEASON

WHEREAS, Sarah Lynette Gleason was born on October 20, 1965 in St. Louis Missouri to Myrtle Gleason-Pernell and Samuel Jones. Sarah was loving called Net by her close friends and family; and

WHEREAS, Sarah was truly led by God in everything she did in her life. Her faith walk began at New Bethel Missionary Baptist Church in Illinois, where she was baptized, served on many church organizations and remained a member at the time of her passing; and

WHEREAS, Sarah graduated from Sumner high school in 1984. After graduation she marked on a journey in computers by attending the Vocational Trade Center where she earned a degree in computer applications; and

WHEREAS, with her new found education in 1989, Sarah applied and received a job from the St. Louis City Board of Aldermen as a Secretary to the Aldermen and Alderwomen who served the City of St. Louis. During her tenure at the Board, Sarah was promoted to Executive Secretary. After almost 30 years of service, she retired in 2018 due to health complications. During her time at the Board Sarah worked with many Aldermen and Alderwomen always willing to lend a helping hand. In 1991 Sarah Gleason became the 1st Secretary to a then new 20th Ward Alderwoman Sharon Tyus. Alderwoman Tyus remembers Sarah as one of the kindest most gentle persons she has ever known; and

WHEREAS, Sarah's passion was serving God, studying his word, working for her church in any capacity, helping others when and where she could, eating good food, and playing cards. She loved watching and looking over her family member's kids, especially her cousins and her nephew. Sarah's love for God and family was like none other. She always had a listening ear, a positive and encouraging word to say, and a good scripture to back it up, just in case you didn't believe or needed to know; and

WHEREAS, Monday, February 16, 2026 God called Sarah Lynette Gleason home. However, we can still hear Sarah say, "We are confident I say, and willing rather to be absent from the body and to be present with the Lord." II Corinthians 5:8; and

WHEREAS, Sarah was proceeded in death by her parents and her grandparents. Her parents were Myrtle Gleason-Pernell and Samuel Jones. Her grandparents were Sarah and James Gleason, Sr., and her uncle James Gleason, Jr., and Aunts Marie Gleason and Johnnie Bea Jones. Sarah leaves behind many precious memories with her family and friends, including her brother, James, Tyrone Gleason Sr.; her Uncle Alfred (Gwen) Gleason, her aunt Willean Gleason, her nephew Tyrone Gleason Jr., her great-nephew and niece, Tiauna and Adonis Gleason, and a host of people who loved and cherished her. Sarah, truly loved God and she wanted to get to know him. Sarah may be gone from this place but we know she is truly present with God. We know Sarah, is still looking over us as well and trying to encourage us to get to know the Lord. Sarah's presence, wisdom, and kindness will be deeply missed by all who knew and loved her.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis, that this Honorable Board pause in our deliberations to join the sponsor of this resolution in expressing her deepest sympathy to the family of Ms. Sarah Lynette Gleason upon her passing. We instruct the Clerk of this Honorable Board of Aldermen to prepare a properly inscribed copy of this resolution to be presented to Sarah's family at a time and place deemed appropriate by the sponsor.

Introduced this 6th day of March, 2026 by:
The Honorable Sharon Tyus, Alderwoman 12th Ward

Co-Sponsors:
Th Honorable Shane Cohn, Alderman 3rd Ward
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 6th day of March 2026 as attested by:

Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**