ST. LOUIS BOARD OF ALDERMEN
FULL BOARD MEETING
CHAMBERS
MONDAY, APRIL 20, 2026 AT 10:00 AM
TENTATIVE AGENDA NO.47
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, March 20, 2026

7. Report of City Officials

a) Report of the Clerk of the Board of Aldermen

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

Board Bill Number	Name of Sponsor	Date Delivered
B.B.#119AAOF	Tyus	03-20-2026
B.B.#155	Cox Antwi	03-20-2026
B.B.#66CS	Cohn	03-20-2026
B.B.#167	Aldridge	03-20-2026

The following Board Bills from the 2025-2026 Legislative Session were signed by the Mayor and issued an Ordinance Number by

the City Register pursuant to law. The list below shows the Bill Number, Name of Sponsor, Effective Date, and Ordinance Number:

Board Bill Number	Name of Sponsor	Effective Date	Ordinance Number
B.B.# 25CSAA	Cohn	04-11-2026	72111
B.B.#81	Keys	04-11-2026	72112
B.B.#128AA	Clark Hubbard	04-11-2026	72113
B.B.#135	Schweitzer	04-11-2026	72114
B.B.#139	Boyd	04-11-2026	72115
B.B.#140	Boyd	04-11-2026	72116
B.B.#141	Boyd	04-11-2026	72117
B.B.#142	Boyd	04-11-2026	72118
B.B.#143	Boyd	04-11-2026	72119
B.B.#144	Boyd	04-11-2026	72120
B.B.#145	Narayan	04-11-2026	72121
B.B.#132	Cox Antwi	4-16-2026	72122
B.B.#148	Boyd	03-16-2026	72123
B.B.#159	Browning	03-16-2026	72124
B.B.#161CS	Schweitzer	03-16-2026	72125
B.B.#170	Narayan	03-16-2026	72126
B.B.#171FS	Sonnier	03-16-2026	72127
B.B. #110	Tyus	04-23-2026	72128
B.B.#111	Tyus	04-23-2026	72129
B.B.#136	Aldridge	04-23-2026	72130
B.B.#150	Clark Hubbard	04-23-20256	72131
B.B.#156	Browning	04-23-2026	72132
B.B.#66CS	Cohn	05-06-2026	72133
B.B.#119AAOF	Tyus	05-06-2026	72134

B.B.#155	COx Antwi	05-06-2026	72135
B.B.#167	Aldridge	05-06-2026	72136

b) Office of the Mayor

I have the pleasure to submit the following individuals for appointment to the **Science Center Subdistrict Advisory Board**: Marius Johnson-Malone and John Berglund.

I have the pleasure to submit the following individual for re-appointment to the **Board of Adjustment:** George Hitt.

I have the pleasure to submit the following individuals for appointment to the **Gardenside Subdivision Special Business District**: Lydia Gerhart

I have the pleasure to submit the following individuals for appointment to the **Soulard Special Business District**: Jim Rick and Les Fields.

c) Office of the President

d) Office of the Comptroller

8. Petitions and Communications

9. Board Bills for Perfection – Informal Calendar

B.B. #34AAIC - 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 - 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. #165CS - Aldridge, Pres. Green - An Ordinance to standardize the current authority of City Departments pre-paying qualifying expenses from qualifying organizations who are under contract with the City of St. Louis to provide the City of St. Louis a product or service, by requiring that minimum documentation is received and by installing a cap on the pre-payments allowed to be given.

10. Board Bills for Third Reading – Informal Calendar

B.B. #59 - 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 - Browning, 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.

B.B. #98FS - Keys, 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 - Narayan, Pres. Green, Oldenburg, Cohn, Velazquez, Sonnier, Cox Antwi, Browning, Clark Hubbard, Keys, Aldridge - Ordering a Special Election for the Office of the Sheriff.

12. First Reading of Board Bills
None

13. Reference to Committee of Board Bills
None

14. Second Reading and Report of Standing Committees
None

a) Do Pass Recommendation

b) Do Not Pass Recommendation

c) Without Recommendation

15. Report of Special Committees

a) Do Pass Recommendation

b) Do Not Pass Recommendation

c) Without Recommendation

16. Board Bills for Perfection – Consent
None

17. Board Bills for Perfection
None

18. Report of Engrossment
B.B. #113 #149,#152CSAA, #163,#166, #168, #175, , #138, #151, #169

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

B.B. #113 - Sonnier - An ordinance amending Ordinance Number 70981 effective July 24, 2019 (Exhibit 1 attached) by modifying the terms of real estate tax abatement.

B.B. #149 - Boyd, Cox Antwi, Clark Hubbard, Browning - An Ordinance authorizing the honorary street name "Rev. Alfred Gainey, Jr. Way" pursuant to Ordinance Number 68937, which shall begin at the intersection of Astra Avenue and Riverview Boulevard and run north on Astra Avenue to the first intersection of Astra Avenue and Vivian Avenue.

B.B. #152CSAA - Aldridge, Pres. Green - An Ordinance which amends certain sections of Chapter 8 of the St. Louis Revised Codes to streamline mobile food vendor operations

B.B. #163 - Sonnier, Velazquez - An ordinance approving the Petition of owners of real property seeking the creation, extension, renewal and establishment of the "South Grand Community Improvement District," finding a public purpose for the creation, extension, renewal and establishment of the South Grand Community Improvement District; and containing a severability clause and an emergency clause.

B.B. #166 - Aldridge, Clark Hubbard - An ordinance approving a Redevelopment Plan dated September 23, 2025 for the Cass Avenue and I-44 Area in the City of St. Louis.

B.B. #168 - Aldridge, Cox Antwi, Clark Hubbard - An Ordinance approving the Petition Amending the Boundaries of the Soccer Stadium Community Improvement District; making certain findings relating thereto, including that the redevelopment area described therein is a blighted area; and authorizing and directing the taking of other actions and approval and execution of other documents as are necessary or desirable to carry out and comply with the intent hereof.

B.B. #175 - Aldridge - An ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute two utility easements (the "Easements"), which shall give, grant, extend and confer on Union Electric Company d/b/a Ameren Missouri ("Grantee"), its agents, successors, and assigns, the right to construct, operate, use, maintain, repair, renew and/or remove electrical power line or lines of underground and/or above ground facilities and equipment, on the land described in such Easements, and containing an Emergency Clause.

20. Third Reading and Final Passage of Board Bills

B.B. #138 - Sonnier, Pres. Green, Cohn, Schweitzer, Keys, Browning, Aldridge, Clark Hubbard - An Ordinance declaring moratorium until January 31, 2031, on all approvals for non-municipal detention facilities proposed within the City of St. Louis,including the approval of building permits, special use permits, plan review, project plans, and development plans, where the subject matter of the project is a proposed non-municipal detention facility.

B.B. #151 - Aldridge, Pres. Green, Oldenburg, Narayan, Sonnier, Velazquez, Clark Hubbard - An ordinance to amend the Public Nuisance Ordinance by repealing certain sections and adding new ones to create a Nuisance Review Board.

B.B. #169 - Keys - An ordinance amending Ordinance #71830 effective June 1, 2024 (Exhibit 1 attached) by modifying the terms of real estate tax abatement.

21. Report of the Finally Passed and Signing by President
B.B. #113, #149, #152CSAA, #163, #166, #168, #175, #138, #151, #169

22. First Reading of Resolutions and Reference to Committees

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

23. Second Reading Resolutions, Committee Reports & Adoptions
None

24. Courtesy Resolutions

Res. #274 - Keys - NOW THEREFORE BE IT RESOLVED, by the Board of Aldermen of the City of St. Louis, that we pause in our deliberation to humbly honor, recognize, and celebrate the life and legacy of Ms. Ethel White.

Res. #275 - Clark Hubbard - NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate The Wonder Twins of Real Estate and the inaugural Honor the Service Summit

Res. #276 - Boyd - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to join the sponsor of this resolution in expressing her deepest sympathy to the family of Rosie Jones upon her passing.

Res. #277 - Clark Hubbard - NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate Chi Anderson and wish her God speed and success in her future endeavors.

Res. #278 - Clark Hubbard - NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate Sterling Kelby Brown on his 50th Birthday.

Res. #279 - Alderwoman Shameem Clark-Hubbard - NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations during

Women's History Month to recognize, honor, and celebrate Rev. La'Vetta J. Ross.

Res. #280 - Clark Hubbard - NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate National Home Visiting Week 2026.

Res. #281 - Devoti, Pres. Green, Keys, Aldridge, Browning, Cox Antwi, Oldenburg, Clark Hubbard, Schweitzer, Cohn, Velazquez, Sonnier, Boyd - NOW THEREFORE BE IT RESOLVED, that we the members of the City of St. Louis Board of Aldermen, do hereby honor and celebrate the life of Edward L. Bushmeyer Jr., and pause in our deliberations to recognize him for his extraordinary contributions to public service and his enduring impact on the City of St. Louis.

Res. #282 - Aldridge - NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of St. Louis, that we hereby recognize and honor Thelma Shannon for her remarkable 100 years of life and her lasting contributions to the City of St. Louis.

Res. #283 - Clark Hubbard - NOW THEREFORE BE IT RESOLVED, that we honor, recognize, and celebrate Mother Rosetta Watts for her extraordinary leadership, faithful service, and lasting contributions to the Church and community.

Res. #284 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Indigo K. Sams for her outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis.

Res. #285 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Kayla Reed for her outstanding leadership, advocacy, and dedication to advancing equity and justice in the City of St. Louis and beyond.

Res. #286 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Chris Hansen for his outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis.

Res. #287 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Keisha Mabry-Haymore for her outstanding leadership and dedication to advancing opportunity through education and technology.

Res. #288 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Larry “Fallout” Morris for his outstanding leadership,dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis

Res. #289 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Michael Donovan for his outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis.

Res. #290 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Leslie and Valerie Hughes for their outstanding leadership and dedication to advancing opportunity through education and technology.

Res. #291 - Aldridge - NOW THEREFORE BE IT RESOLVED that we honor Vanessa Cooksey for her outstanding leadership,

dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis.

Res. #292 - Aldridge - **NOW THEREFORE BE IT RESOLVED** that we honor Tierra Parks for her outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis.

Res. #293 - Keys - **NOW THEREFORE BE IT RESOLVED** by the Board of Aldermen of the City of St. Louis that we pause in our deliberation to humbly honor and recognize the legacy of Bishop Robert D. Strong.

Res. #294 - Keys - **NOW THEREFORE BE IT RESOLVED** that we do hereby recognize, honor, and celebrate the rich history, enduring legacy, and continued vision of Kossuth Church of God in Christ, acknowledging its profound contributions to the spiritual, social, and cultural fabric of the St. Louis community.

Res. #295 - Devoti - **NOW THEREFORE BE IT RESOLVED** by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to joyfully commemorate and congratulate Monsignor Delaney on the occasion of his Golden Jubilee of Ordination and that we offer our heartfelt gratitude for his fifty years of faithful priestly service and pray for his continued health, strength, and blessings in the years to come**.**

Res. #296 - Clark Hubbard - **NOW THEREFORE BE IT RESOLVED** by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to honor Min. Michael J. Latchison and the Michael Latchison Singing Ministry.

Res. #297 - Schweitzer - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen for the City of St. Louis that we pause in our deliberations to recognize and congratulate Detective Richard Van Deutekom for his service to St.Louis and for his many achievements.

Res. #298 - Schweitzer - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen for the City of St. Louis that we pause in our deliberations to recognize and congratulate Detective Erica Kenney for her service to St. Louis and for her many achievements.

Res. #299 - Schweitzer - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen for the City of St. Louis that we pause in our deliberations to recognize and congratulate Police Officer Kellie Pogue for her service to St. Louis and for her many achievements.

Res. #300 - Alderman Thomas Oldenburg, Aldridge - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to humbly congratulate and recognize Bishop Reginald C. Speed Jr. for his outstanding leadership, dedicated service, and unwavering commitment to ministry.

Res. #301 - Keys - NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to humbly recognize and congratulate Dr. Annie E. Price on her outstanding leadership, dedicated service, and unwavering commitment education equality.

25. Miscellaneous and Unfinished Business

None

ST. LOUIS BOARD OF ALDERMEN
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MONDAY, APRIL 20, 2026 AT 10:00 AM
TENTATIVE AGENDA NO.47
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26. Announcements

Tuesday, April 21, 2026
Annual Meeting – 11 am — Chambers

Wednesday, April 22, 2026
None
Thursday, April 23, 2026
None

Friday, April 24, 2026
None

27. Excused Aldermen

28. Adjournment

29. Calendar

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

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

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)**

Summary
Board Bill Number 34
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, 4600, 4700 and 4800 blocks of Lee Avenue.

BOARD BILL NUMBER 34 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, 4600, 4700 and 4800 blocks of Lee Avenue.

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

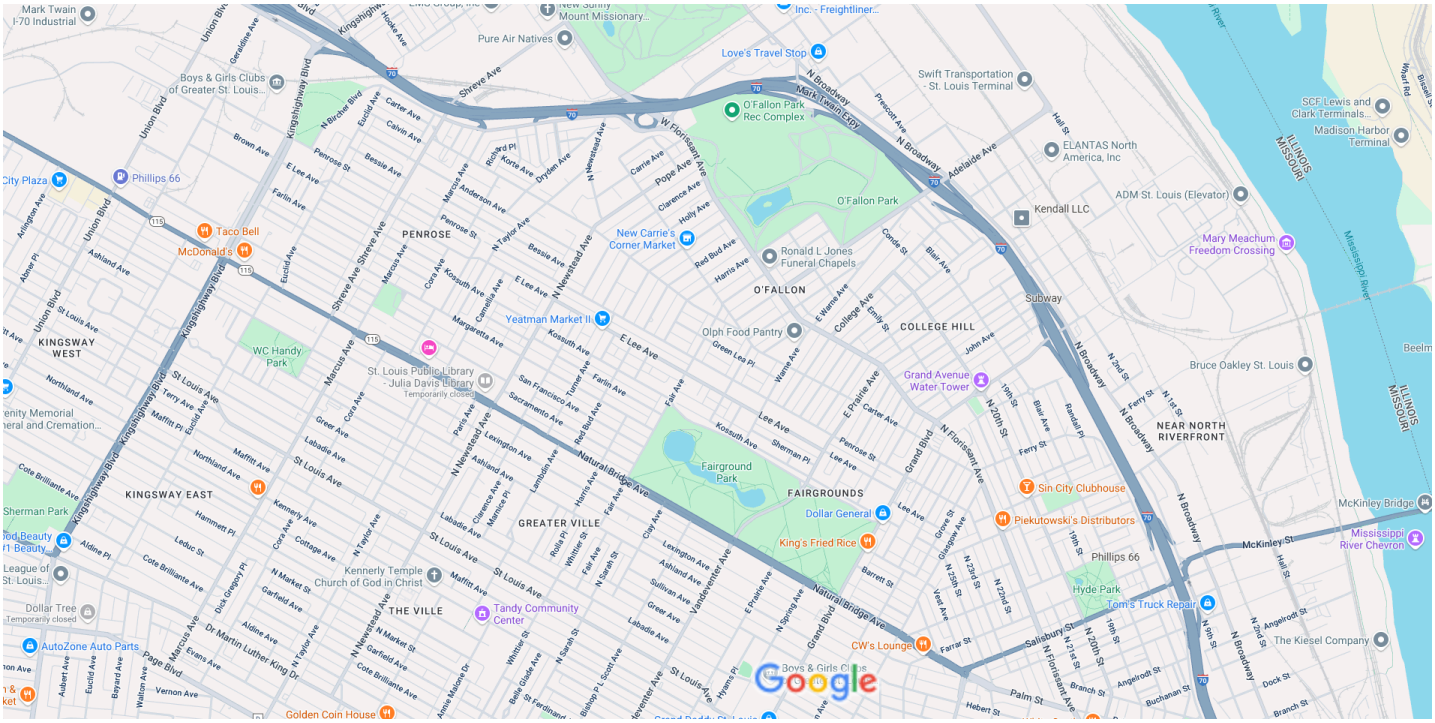
SECTION ONE. Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394** the Director of Streets is hereby directed to install speed humps to calm the flow of traffic at the following locations:

One speed hump shall be installed on each of the following blocks of Lee Avenue: the 3600, 3700, 3800, 3900, 4000, 4100, 4200, 4300, 4400, 4500, 4600, 4700 and 4800 blocks of Lee Avenue.

Google Maps

Board Bill Number 34

Map: 3600 - 4800 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 165
Introduced by Alderman Rasheen Aldridge Jr
February 13, 2026

An Ordinance to standardize the current authority of City Departments pre-paying qualifying expenses from qualifying organizations who are under contract with the City of St. Louis to provide the City of St. Louis a product or service, by requiring that minimum documentation is received and by installing a cap on the pre-payments allowed to be given.

BOARD BILL NUMBER 165 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE
COSPONSOR: PRESIDENT MEGAN GREEN

An Ordinance to standardize the current authority of City Departments pre-paying qualifying expenses from qualifying organizations who are under contract with the City of St. Louis to provide the City of St. Louis a product or service, by requiring that minimum documentation is received and by installing a cap on the pre-payments allowed to be given.

WHEREAS, the Department Directors of the City can provide Advance Payments for City Contracts, see Page 6, Section V titled, "Method of Compensation" of **Exhibit B** for a City approved Contract that was approved to pay the Contract recipient prior to services being rendered; and

WHEREAS, this Ordinance seeks to keep the current power in place, but to heighten the documentation needed and to cap the amount that is able to be given.

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

SECTION ONE. Definition**.**

Advance Payment, means a payment made by the City to a Contract Recipient or directly to a vendor prior to the incurrence or submission of expenses, for Qualifying Expenses approved under this Ordinance.

Advance Payment Authorizer, means the Director, Executive, or their documented designees, of the various departments, divisions, or offices of the City who have, as a part of their regular job duty, the ability to authorize the approvals related to City Contracts.

Advance Payment Fund, means the fund utilized in this Ordinance by the Advance Payment Authorizer wherein the Advance Payment Authorizer has the authority to withdraw money from for the execution of the Contract.

Assessment, means the Comptroller's Comprehensive Risk Analysis Assessment hereto attached as **EXHIBIT A** and further outlined in Section 13.

City, means the political subdivision of the State of Missouri known as the City of St. Louis, or depending on context, a municipal staffer, or a municipally elected official, acting within their regular roles, regular responsibilities, or regular powers of their job or office.

Comptroller's Comprehensive Risk Analysis Assessment, means the document, hereto attached as **Exhibit A** which shall be held in the Comptroller's office and which may be further updated in accordance with Section 13 of this Ordinance.

Contract, means a contract duly awarded by the City in accordance with the rules and regulations for the award of contracts then in place.

Contract Recipient, means a Small or Medium-Sized Organization awarded a Contract.

Qualifying Expense, means an expense that is preapproved by the Advance Payment Authorizer, that is required to fulfill the Contract, and that is covered under one of the delineated categories outlined in Section 3 Subsection B, C, or D.

Small or Medium-Sized Organization, means an organization with an annual operating budget of less than $5,000,000 as demonstrated in its most recent audited financial statements or IRS Form 990.

Tier 1 Expense, means the lowest-risk expense categories eligible for Advance Payment as defined in Section 3 Subsection B.

Tier 2 Expense, means moderate-risk expense categories eligible for Advance Payment as defined in Section 3 Subsection C.

Tier 3 Expense, means higher-risk expense categories eligible for Advance Payment as defined in Section 3 Subsection D.

SECTION TWO. Establishing the Advance Payment Fund.

The Advance Payment Authorizer is hereby authorized to make, negotiate, and execute all Advance Payment Contracts on behalf of the City to distribute such funds to the qualifying Small or Medium-Sized Organization in accordance with this Ordinance. All Contract agreements shall be subject to applicable City ordinances, policies, and procedures governing City Contracts.

SECTION THREE. Qualifying expenses and payment tiers.

Subsection A. General Eligibility.

To qualify for Advance Payment under this Ordinance, each unique expense must:

1. Be directly related to and necessary for the execution of the Contract; and
2. Fall within one of the expense categories listed in Section 3 Subsection B, C, or D; and
3. Meet all documentation requirements specified in Section 4; and
4. Comply with all applicable City procurement and contracting policies; and
5. Have the advance payment application be approved by the Advance Payment Authorizer; and

Subsection B. Tier 1 Expenses.

The following expense categories are designated as Tier 1 Expenses eligible for an Advance Payment of up to 2 months costs and the security deposit:

Clause 1. Rent Payments.

Monthly rent payments for dedicated program space under a written lease agreement, provided that:

a. The lease specifically identifies the premises used for Contract activities.

Clause 2. Utilities.

Charges for electricity, gas, water, sewer, and internet service for dedicated program space, provided that:

a. Utility accounts are in the name of the Contract Recipient; and

b. Service addresses correspond to the dedicated program space; and

c. The City pre-approves the utility providers and estimated monthly costs using a yearly average when available.

Subsection C. Tier 2 Expenses.

The following expense categories are designated as Tier 2 Expenses eligible for an Advance Payment up to 50% of the agreed upon costs:

Clause 1. Payroll for Dedicated Staff.

Salaries and wages for specifically designated employees working on the Contract, provided that:

a. Each employee is identified by name and position in the approved budget; and

b. The Contract Recipient provides evidence of professional qualifications where required by the Advance Payment Authorizer; and

c. Payroll is processed through a licensed payroll service or documented payroll system; and

d. The Contract Recipient maintains time records documenting hours worked on the Contract; and

e. The Contract Recipient provides quarterly payroll reports in the form of IRS Form 941, or Form 941's alternative depending on the relevant IRS exceptions, and documentation of tax payment deposits.

Clause 2. Licensed Professional Services.

Contracted services from licensed professionals including therapists, counselors, social workers, teachers, medical professionals, and similar credentialed service providers, provided that:

a. The professional possesses current, valid licensure in the relevant field; and

b. A written service agreement specifies the scope, rate, and schedule of services; and

c. The City pre-approves the service provider and contract terms; and

d. The Contract Recipient maintains service logs and attendance records.

Subsection D. Tier 3 Expenses.

The following expense categories are designated as Tier 3 Expenses eligible for an Advance Payment up to 25% of the costs:

Clause 1. Equipment and Technology.

Purchase of equipment, technology, furniture, or other capital items directly necessary for program operations, provided that:

a. Items are specifically identified in the approved budget with estimated costs; and

b. The City pre-approves all purchases; and

c. The Contract Recipient provides delivery confirmation, photos, and inventory documentation; and

d. Equipment remains in service for the program throughout the contract period or as otherwise specified in the Contract.

Clause 2. Pre-Approved Supplies and Materials.

Recurring supplies and materials necessary for direct service delivery, provided that:

a. Supply categories and estimated costs are identified in the approved budget; and

b. Individual purchase orders do not exceed pre-approved amounts without City authorization; and

c. The Contract Recipient maintains purchase records and delivery documentation; and

d. Payment is made directly to vendors or through a City-approved procurement process.

Subsection E. Double Dipping.

For the duration of the Contract, the Small or Medium-Sized Organization shall be prohibited from receiving Advance Payment for more than one Tier as outlined in Section 3 Subsections B, C, or D. Section 3, Subsection E does not prohibit a Small or Medium-Sized Organization from receiving multiple Contracts that each receive an Advance Payment from separate Tiers.

Subsection F. Prohibitions.

Notwithstanding any other provision of this Ordinance, in no event shall expenditures on any of the following constitute a Qualifying Expense:

1. Lobbying; or
2. Fundraising; or
3. Alcohol or other inebriating substances; or
4. Capital campaigns.
5. Anything not enumerated in Section 3 Subsections B, C, D, and also not stated as a prohibited item in Section 3 Subsection F, Clause 1, 2, 3, or 4 shall be conditionally prohibited. Conditional prohibition may be overturned by the Board of Estimate and Apportionment, who, when giving approval shall determine if the expense qualifies and the terms and conditions of the Advance Payment should it qualify as an expense payable through the Contract.

Subsection G. Ceiling for Advance Payments.

A. A Small or Medium-Sized Organization shall not receive Advance Payments, as outlined in this Ordinance, that totals more than five hundred thousand dollars ($500,000) in any consecutive twelve (12) month period regardless of the number of Contracts they hold with the City.

B. A Small or Medium-Sized Organization shall not receive Advance Payments, as outlined in this Ordinance, that total more than 30% of that Contract.

SECTION FOUR. Application.

Contract Recipients seeking Advance Payment of Qualifying Expenses for a Contract shall submit alongside the required documentation for the Contract, an application to the Advance

Payment Authorizer for Advance Payments. An Advance Payment Application may be submitted prior to the Contract being awarded, after the Contract has been awarded, or during the execution of the Contract. The Advance Payment application shall include:

A. A detailed budget breakdown identifying each Qualifying Expense by tier; and

B. The most recent audited financial statements or IRS Form 990 of the Contract Recipient; and

C. A cash flow projection demonstrating the financial need for advance payment; and

D. A signed certification by an authorized officer of the Contract Recipient attesting to the accuracy of the application and agreeing to all terms and conditions of this Ordinance; and

E. Proof of the current tax-exempt status from the IRS if the Small or Medium-Sized Organization is a nonprofit; and

F. Proof of being fully paid with all taxes owed on the city, state, and federal government, or a payment plan that has been fully agreed to by the aforementioned applicable bodies; and

G. Proof of the Contract, including all official documents provided within, including but not limited to the Contract and the qualifying expenses as approved by the Advance Payment Authorizer; and

H. Documentation of the identity, and contact info, of all beneficial owners holding 25 percent or greater ownership interest, or if none hold 25 percent or more, then documentation of the ownership structure identifying the natural persons exercising control and their contact info; and

I. Complete and submit the Comptroller's Comprehensive Risk Analysis Assessment.

SECTION FIVE. Approval Process.

The Advance Payment Authorizer shall:

A. Review the Advance Payment Application promptly following receipt of the Contract proposal; and

B. Verify the eligibility of proposed Qualifying Expenses; and

C. Assess the reasonableness of costs; and

D. Verify the entity qualifies as a Small or Medium-Sized Organization; and

E. Use the Comptroller's Comprehensive Risk Analysis Assessment to inform their decision; and

F. Approve, conditionally approve, or deny the application, in writing; and

G. If approved, establish an advance payment schedule specifying amounts, timing, and conditions of the Advance Payments; or

H. If conditionally approved, establish the stipulations needed to be resolved before Advance Payments can be made; or

I. If denied, send the stated reasons why.

The Advance Payment Authorizer shall not be compelled to enter into the Advance Payment program or approve an advance payment application just because the Small or Medium-Sized Organization otherwise qualifies or otherwise submitted an application in accordance to the requirements outlined in this Ordinance. The Advance Payment Authorizer shall take a wholistic approach to approving advance payment applications which may include ensuring applications are spread across the city, spread across markets, and spread across demographics both in who is served and who is given the Advance Payments. The Advance Payment Authorizer shall not approve the application of an organization that is larger than a Small or Medium-Sized

Organization. The Advance Payment Authorizer shall not approve an advance payment application from any of the following Small or Medium-Sized Organizations:

J. Entities that fail to disclose the identification of, and communication info with, all beneficial owners holding 25 percent or greater ownership interest; or

K. entities whose ownership structure prevents identification of, and communication info with, the natural persons exercising control of the entity.

SECTION SIX. Ongoing Reporting.

Contract Recipients receiving Advance Payments shall submit progress reports to the Advance Payment Authorizer at intervals determined by the Advance Payment Authorizer based on the Contract duration and complexity. The Advance Payment Authorizer shall establish the reporting schedule in the advance payment schedule and may require monthly, quarterly, semi-annual, or other appropriate reporting frequencies. Each progress report shall include at a minimum, for all qualifying expenses:

A. **Summary and Reconciliation:**

1. A summary of all Advance Payments received during the reporting period; and
2. A comparison of budgeted versus actual expenses for each Qualifying Expense category; and
3. An explanation of any material variances from the approved budget; and
4. Updated cash flow projections for the remainder of the contract period; and
5. Supplemental info, per expense, as outlined in Subsection B, C, and D.

B. **Tier 1 Expense Documentation:**

1. Copies of payment confirmations showing payment to landlords and utility companies; and
2. Landlord certification of rent payment and continued occupancy; and
3. Utility bills showing service and charges; and
4. Insurance certificates confirming active coverage.

C. **Tier 2 Expense Documentation:**

1. Timesheets or time records for dedicated staff; and
2. Service logs and attendance records for professional service providers; and
3. Payroll registers showing gross pay, deductions, and net pay; and
4. Copies of payroll tax filings Form 941 and documentation of tax deposits; and
5. Proof of payment to professional service providers.

D. **Tier 3 Expense Documentation:**

1. Delivery receipts or confirmations for any equipment or supplies received during the reporting period; and
2. Photographs of delivered equipment or supplies showing serial numbers and condition; and
3. Updated equipment inventory list; and
4. Documentation of continued use in program operations; and
5. Supply usage logs.

SECTION SEVEN. Final Report.

Within 30 days of the contract being completed, the Contract Recipient shall submit a final report that includes:

A. A complete accounting of all advance payments received and all expenses incurred over the entire contract period; and

B. Final supporting documentation for all expense categories, including:

1. Reconciliation of all advance payments with actual expenses incurred; and

2. When applicable, a W-2 form for each dedicated staff; and

3. When applicable, a W-9 and 1099 forms for professional service contractor; and

4. Final equipment condition report and inventory.

C. Calculation of any amounts due to, or from, the City; and

D. Final certification of compliance with all contract requirements.

SECTION EIGHT. Compliance, Monitoring, and Enforcement.

The City maintains the right to conduct compliance reviews for contracts receiving Advance Payments. If the City determines that a Contract Recipient has failed to comply with the requirements of this Ordinance, or any other applicable City Ordinance, the Advance Payment Authorizer may:

A. Suspend future advance payments pending corrective action; and

B. Require immediate documentation or explanation of deficiencies; and

C. Convert future payments to reimbursement-only basis; and

D. Demand immediate return of unspent Advance Payments; and

E. Initiate recovery proceedings under Section 9; and

F. Terminate the Contract in accordance with contract terms;

G. Declare the Contract Recipient ineligible for future Advance Payments or City contracts.

If the City determines that a Contract Recipient has failed to comply with the requirements of this Ordinance, or any other applicable City Ordinance, to the extent that the City determines that the noncompliance was minor in the effect that it does not indicate fraud or material misuse of funds, the Advance Payment Authorizer shall ignore Subsection A – G of this Section and shall do the following:

H. Provide written notice to the Contract Recipient identifying the deficiency, noncompliance, or wrongdoing; and

I. Allow a reasonable period of at least 30 days, or longer as deemed fit by the Advance Payment Authorizer, to rectify the problem; and

J. Provide technical assistance to help the Contract Recipient achieve compliance; and

K. Pause the Advance Payment schedule if the time in Subsection I has passed without adequate resolve.

SECTION NINE. Recovery and Clawback.

The Contract Recipient shall immediately return to the City all funds from an Advance Payment that:

A. Were not used for the designated Qualifying Expense; or

B. Exceeded actual expenses incurred; or

C. Were obtained through misrepresentation or fraud; or

D. Relate to contract deliverables that were not completed; or

E. Remain unspent upon contract termination or expiration.

Amounts not returned within 30 calendar days of the City's written demand shall accrue interest at the maximum rate permitted by State law as well as the maximum fines permitted by state law.

SECTION TEN. Annual Reporting.

At the start of every calendar year, submitted no later than April 1st of the calendar year, each Advance Payment Authorizer who entered into the program outlined in this Ordinance shall submit to the Clerk of the Board of Aldermen a report that includes the impact of the advance payment program. The report at a minimum shall include:

A. The number of Contract Recipients who applied; and

B. The number of Contract Recipients who were denied; and

C. The neighborhood and Ward of each Contract Recipient; and

D. The number of expenses, delineated by the Tier, for the Contract Recipients that were denied; and

E. The number of expenses, delineated by the Tier, for the Contract Recipients that were approved; and

F. A summary of the top 5 reasons Contract Recipients were denied.

SECTION ELEVEN. Requirement for Public Notice.

The advance payment program shall be broadcasted in the following ways by using a font that is as easily read as Times New Roman, black color on a white background, and a minimum of size 12 font:

A. On the cover page of each document soliciting a contractor or supplier (including without limitation a Bid, RFP, RFQ, RFI, and/or NOFA) for which the Advance Payment Authorizer has determined an Advance Payment may be permitted and appropriate, by stating: “Certain expenses that are required to fulfill this contract may be eligible to be paid upfront. Refer to Ordinance ##### for further info.” Where the

aforementioned "#####" shall be the Ordinance number as provided by the Registrar's office.

B. On the procurement website titled "Active City RFPs, RFQs, RFIs, and Bids", or its successor, as detailed below:

1. Under "Quotes and Bids" and before "Bid Opening Notice" state the following:

a. "Certain expenses to fulfill certain of these bids may be eligible to be paid by the city upfront. Reach out to the Supply Division, or read Ordinance ##### for further info." Where the aforementioned "#####" shall be the Ordinance number as provided by the Registrar's office.

2. Under "All Active RFPs, RFQs, and RFIs" and before "Other Bid Links" state the following:

a. "Certain expenses to fulfill certain of these requests may be eligible to be reimbursed by the city upfront. Reach out to the department awarding this contract, or read Ordinance ##### for further info." Where the aforementioned "#####" shall be the Ordinance number as provided by the Registrar's office.

SECTION TWELVE. Non-Exclusive Remedy.

The remedies, fines, and procedures provided under this Ordinance are cumulative and are not intended to be exclusive of any other available remedies, penalties, and procedures established by law which may be pursued to address violations of this chapter.

SECTION THIRTEEN. Comptroller's Comprehensive Risk Analysis Assessment.

The Comptroller's Comprehensive Risk Analysis Assessment, attached hereto as **Exhibit A**, can be amended by the Comptroller, or one of their documented designees, so long as the following requirements are met:

A. The amendments to the questions, sections, or requirements are distributed to the Advance Payment Authorizer reasonably in advance of the posting of the Contract.

SECTION FOURTEEN. Mandated Reporting.

A. When any City employee, Contract Recipient, or elected officer has reasonable cause to suspect, or cause to know, that circumstances which would reasonably result in violations of Section 3 Subsection F or which would reasonably align with the fraud as outlined in Section 8, that person shall immediately report to the Comptroller, The Director of Personnel, and The City Counselor.

B. If two or more City employees, Contract Recipients, or elected officers, who are employed in the same department or under the same Contract, have knowledge of a known or suspected instance of fraud as outlined in Section 13 Subsection A, a single report may be made by a designated member of the team. Any of the team members who has knowledge that the member designated to report has failed to do so shall thereafter immediately make the report. Nothing in this Subsection is meant to preclude any person from reporting fraud on their own accord.

C. The reporting requirements under this Section are individual, and no supervisor or administrator may impede or inhibit any reporting under this Section. No person making a report under this Section shall be subject to any sanction, including any adverse employment action, for making such report. Every employer shall ensure that

any employee required to report pursuant to Section 13 Subsection A of this section has immediate and unrestricted access to communications technology necessary to make an immediate report and is temporarily relieved of other work duties for such time as is required to make any report required under Section 13 Subsection A of this Ordinance.

D. In addition to those persons and officials required to report actual or suspected fraud, any person may report in accordance with this Section.

E. Any person may also report the suspicion of fraud to any law enforcement agency and receive the same protections under this Section. Such report shall not, however, take the place of reporting to The Comptroller, The Director of Personnel, and The City Counselor.

F. Any violations of this Section by a Contract Recipient or any of their employees shall include any and all remedies outlined in Section 8 until satisfactorily resolved by the City.

G. Any violation of this Section by a City employee shall be resolved, primarily by the Civil Service Commission, and secondarily by the Appointing Authority if the employee is not covered under the Civil Service Commission.

SECTION FIFTEEN. Delivery of Ordinance.

The Clerk of the Board of Aldermen within the City, or their documented designee, is hereby authorized to deliver a duly executed copy of this Ordinance to the Directors, or Executives, of the City Departments, together with any other relevant documents the Clerk sees fit in order to educate these aforementioned individuals on the advance payment program and its requirements as outlined within this Ordinance.

THE CITY OF ST. LOUIS
DEPARTMENT OF HEALTH

NOTICE OF FUNDING AVAILABILITY
AND
APPLICATION REQUIREMENTS

TORNADO RECOVERY ZONE
DAYTIME WINTER WARMING CENTERS

ISSUANCE DATE: October 20, 2025
REVISED DUE DATE: NOVEMBER 7, 2025

City St. Louis Department of Health
1200 Market Street, Room 4051
St. Louis, MO 63103

Note: If this NOFA was downloaded from the City of St. Louis Website each applicant must provide contact information to the NOFA contact person in order to be notified of any changes in this NOFA document.

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ESTIMATED SCHEDULE (SUBJECT TO CHANGE):

Date	Activity/Time
October 20, 2025	Issuance of Notice of Funding Availability
October 24, 2025	Final Submission of Questions to Contact Person
November 7, 2025 (revised)	Applications Due – No Later than 4:00 pm CDT
December 1, 2025	Tentative Contract Start Date
March 31, 2026	Tentative Completion of the Project Period

I. Purpose and Intent

This Notice of Funding Availability ("NOFA") is for Tornado Recovery Zone Daytime Winter Warming Centers to help assure residents impacted by the May 16, 2025 devastating tornado have safe, warm, and accessible daytime warming centers during the winter months of December 2025 through March 2026. These daytime warming centers are emergency warming centers that are in addition to the current network of warming centers and shelters strategically located throughout the City of St. Louis, serving the entire City and typically consisting of public and community facilities that voluntarily agree to serve as warming centers. The May 16, 2025 tornado presents a unique situation, requiring immediate set-up and operation of additional warming centers specifically either located within the Tornado Recovery Zone (see Diagram 1 in VI. Scope of Services) or in proximity within walking/rolling distance of a few city blocks, a 15-minute MetroBus transit line ride, or assured free ride location in the City of St. Louis. This NOFA is not intended to duplicate or replace current warming centers or shelters.

The City of St. Louis Department of Health ("DOH") is accepting applications to provide and operate four (4) Tornado Recovery Zone Daytime Winter Warming Centers, described below, funded with Four Hundred Thousand Dollars ($400,000.00) from the Rams Settlement Funds appropriated by the Board of Aldermen for tornado relief and recovery efforts for St. Louis residents (Ordinance 72009).

On May 16, 2025 the City of St. Louis experienced its first deadly tornado since 1959, claiming the lives of 5 souls. The National Weather Service estimated the tornado at its peak as an EF-3 twister with winds at its height of 152 mph, cutting a path nearly a mile wide northeastward on the ground for 8 miles (27 minutes) primarily in North City (including the neighborhoods of Fountain Park, Ville, Greater Ville, O'Fallon, Penrose, Visitation Park, North Riverfront, Academy, Lewis Place, Kingsway East, Kingsway West, Baden, Fairground, Mark Twain, DeBaliviere Place, Skinker DeBaliviere, Wydown Skinker, Vandeventer and Central West End), beginning around 2:39 p.m. It is estimated that approximately 5000 buildings were damaged, resulting in an estimated infrastructure cost of $1.6 billion, and critically impacting many lives.

The City of St. Louis Department of Health is seeking to contract with experienced, reputable, capable community-based nonprofit organizations (ideally for example: churches, libraries, community centers/recreation centers, neighborhood or service based activist organizations) to provide four (4) hygienic, warm, secure, properly zoned, ADA accessible, code compliant, adequately staffed facilities with space for daytime (7 a.m. to 5 p.m.) warming centers with capacity up to 50-100 unhoused persons (permanently displaced residents (adults and children) currently living in shelters, hotels or relative's homes; residents in partially damaged homes with

compromised roofs, walls and/or utilities; and residents living in tents or temporary setups on their property) and their pets at each site (total capacity of up to 400 at all sites; with an average daily count of 75 per site, 300 average daily total count at all 4 sites) and adequate staff, equipment, supplies and accessories to properly operate warming centers on days when the National Weather Service has forecasted air temperatures of 32 degrees Fahrenheit or below for at least two (2) hours that day during the Winter Season months of December 2025 and January, February and March 2026 up to an anticipated sixty-three (63) days, either within the Tornado Recovery Zone (see Diagram 1 in VI. Scope of Services) or in proximity within walking/rolling distance of a few city blocks, a 15-minute MetroBus transit line ride, or assured free ride location in the City of St. Louis. These facilities for Tornado Recovery Zone Daytime Winter Warming Centers preferably will be new locations, but can also be an expansion of existing warming operations (in locations of warming centers provided last Winter Season), but must be either within the Tornado Recovery Zone (see Diagram 1 in VI. Scope of Services) or in proximity within walking/rolling distance of a few city blocks, a 15-minute MetroBus transit line ride, or assured free ride location in the City of St. Louis.

The purpose of this NOFA is to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal. Hereinafter, organizations interested in submitting a proposal in response to this NOFA shall be referred to as "Respondents."

The City of St. Louis is not obligated to award funds to any provider, nor is the City of St. Louis liable for any costs incurred by the organizations in the preparation of applications. Nothing in this NOFA, nor in any application in response to this NOFA, is intended to be, nor should anything be construed as, an offer of engagement. Selection of a Respondent shall not be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties. The City retains the right to award parts of the available funds to several Respondents, not to issue any funds, and/or to re-solicit applications.

The City reserves the right to reject any and all applications submitted and to waive any and/or all non-material irregularities pertaining to the submission of the application. Additionally, any and all projects elements, requirements and schedules are subject to change and modification. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspect(s) of the NOFA process to obtain further information from any and all Respondents, and to waive any defects as to form or content of the NOFA or any responses by any Respondents. All submitted materials will become the property of the City, may become public documents at any time during the awarding process, and will become public documents at the conclusion of the awarding process. Any and all documents submitted by Respondents may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine Law. By applying to this NOFA, each Respondent acknowledges having read this NOFA in its entirety and agrees to all terms and conditions set out herein.

II. Contact Person & Questions

Please direct all communications regarding this NOFA with a clearly marked subject heading of "NOFA – TORNADO RECOVERY ZONE DAYTIME WINTER WARMING CENTERS" to:

Craig Schmid at the following email address: schmidc@stlouis-mo.gov

No contact with other City employees or personnel is permitted.

Questions must be submitted no later than October 24, 2025 unless the Department of Health provides an addendum to this NOFA as part of rolling acceptance of applications to expend all funding. The Department of Health will maintain a list of all organizations or individuals requesting copies of this NOFA and will ensure that copies of all questions and responses shall be made available in writing to each organization on such list, when requested. Answers will also be publicly posted at https://www.stlouis-mo.gov/government/procurement/index.cfm#rfp .

Questions should be asked in consecutive order, from beginning to end, following the organization of this NOFA. Each question should begin by referencing the NOFA page number and section number to which it relates. All contacts and questions must be submitted in writing to the designated contact person by sending an e-mail to him with a clearly marked subject heading of "NOFA – TORNADO RECOVERY ZONE DAYTIME WINTER WARMING CENTERS".

Respondents should not otherwise contact the City directly, in person, by telephone, facsimile, or by e-mail, concerning this NOFA.

Contact with the City after the submission of an application is limited to status inquiries only and such inquiries are to be directed only to the above-named individual by email with a clearly marked subject heading of "NOFA – TORNADO RECOVERY ZONE DAYTIME WINTER WARMING CENTERS". Any further unsolicited contact or information about the NOFA to the City or any of its personnel will be considered an impermissible supplementation of the Respondent's application.

III. Submission

Respondents must submit an application via one email to schmidc@stlouis-mo.gov with a clearly marked subject heading of "**NOFA – TORNADO RECOVERY ZONE DAYTIME WINTER WARMING CENTERS"** electronically timestamped no later than 4:00 p.m. (CDT) on November 7, 2025 and only in standard (8 x 11-inch letter sized) in both Microsoft Word and PDF formats. ***Late or incomplete proposals will not be accepted.*** Applicants must adhere to the following:

- Must be in the English language.
- Page number limits as set forth below in VII. CONTENTS OF PROPOSAL.
- Double spaced with one-inch margins.
- Use 12-point Times New Roman or Calibri font.
- Number each page at the bottom, except for the cover page.
- Use 8.5 inch by 11-inch page size that can be photocopied

Do not assume that the reader knows your organization or program. Issuing a NOFA does not obligate the City of St. Louis Department of Health to award a contract to any provider, nor is the City of St. Louis Department of Health liable for any costs incurred by the organizations in the preparation of proposals.

The City of St. Louis Department of Health retains the right to award parts of the contract to several bidders, not to select any bidders, and/or to re-solicit proposals.

IV. Required Qualifications & Certifications

Respondent must demonstrate:

1. The organization and Site Coordinator assigned to this project have at least two (2) years of experience in successfully operating facilities and delivering trauma-informed services of the nature identified in this NOFA.
2. The organization has a history of experience working in the Tornado Recovery Zone or in locations in the City of St. Louis with similar demographics (race, gender, age, economic status) to the Tornado Recovery Zone.
3. The organization has control over the proposed warming center building (e.g. deed or lease).
4. The organization has all insurance coverages, permits, licenses and professional credentials necessary to perform the services specified in this NOFA.

V. Method of Compensation

Any agreement entered into pursuant to this NOFA will provide compensation on a reimbursement basis after an initial payment of 30% of the contract upfront (30% upfront payment within 30 days of the beginning of the contract with the requirement that the Contractor shall fully document all expenditures in accordance with the contract). Any contracts will be funded by the Rams Settlement Funds appropriated for tornado relief and recovery efforts in ordinance 72009.

The approximate award ceiling during the project period (estimated December 1, 2025 through March 31, 2026) is up to Four Hundred Thousand Dollars ($400,000.00) or approximately Ninety-Nine Thousand Two Hundred Sixty-Four Dollars ($99,264) per facility site for on average 75 guests per day for an estimated sixty-three 63 days.

During the course of any contract, monthly payments will be made to the Selected Respondents upon receipt and approval of proper invoicing, deliverables, documentation, and reporting.

1. Invoices and Detailed Transaction Reports for payment shall be submitted to DOH, and payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner within 15 days following the end of the month in which services were rendered with supporting documentation as required by DOH, including, but not limited to:
   1.1. Timesheets, time documentation, and payroll register documentation showing hours worked/paid for performing services within the scope of any agreement or contract. Such documentation shall show the amount being invoiced and descriptions of which services within the Scope of Work were provided during those hours.
   1.2. Receipts and invoices for all expenses as listed in Contractor's Approved Budget

VI. Scope of Services

DOH asks that applications take into consideration *the communities most at risk and/or impacted when applying*.

Respondent in their Project application must:

(1) list the proposed address(es) of the warming center(s) the Respondent(s) will provide and operate within the Tornado Recovery Zone or within close proximity of the Tornado Recovery

Zone (including providing the distance from the Tornado Recovery Zone if not in the Tornado Recovery Zone, Metro bus and/or light rail lines serving the address, and what transportation arrangements will be made for transportation to and from the address to Tornado Survivor homes). The project must be implemented within the City of St. Louis, serve residents within the Tornado Recovery Zone in the City of St. Louis, and ideally be located within the Tornado Recovery Zone (see Diagram 1 in VI. Scope of Services);

(2) clearly demonstrate how the project will fulfill the scope of work priorities, described in the Scope of Services set forth below:

(3) demonstrate how the Respondent has legal control (e.g. deed or lease) over one (1) to four (4) hygienic, warm, secure, properly zoned, ADA accessible, code compliant, with space and comfortable occupancy capacity for daytime (7 a.m. to 5 p.m.) warming centers for 50-100 (each site, total of up to 400) unhoused persons (permanently displaced residents currently living in shelters, hotels or relative's homes; residents in partially damaged homes with compromised roofs, walls and/or utilities; and residents living in tents or temporary setups on their property) and their pets;

(3) provide a staffing plan for a team of four (4) paid persons (1 site coordinator, 2 support staff/monitors, and 1 security staff) for each warming center with the coordinator serving as lead and having at least two (2) years of experience in successfully operating facilities and delivering trauma-informed services of the nature identified in this NOFA. It is encouraged that other additional members of the team in addition to the four (4) paid staff can be volunteers, trained to provide the trauma-informed services of the nature identified in this NOFA. Volunteers may receive stipends or other forms of incentive.

(4) provide written operations for how Respondent will assure that one (1) to four (4) warming center(s) they plan to operate:

- is/are under Respondent's legal control (e.g. deed or lease);
- is/are hygienic (including contracts for cleaning);
- is/are warm (maintaining temperature of 68 to 72 degrees Fahrenheit)(including results of positive inspections of hvac (heating, ventilation, air conditioning) system and no outstanding electric or gas bills), as well as backup electrical power generator and fuel, and contract for emergency hvac system repair;
- is/are safe and secure (contract or other arrangements with paid security, reimbursed through any contract resulting from this application; plans for snow and ice removal on the premises and on adjacent sidewalks; and all hazards (natural and man-made disasters) emergency plans, including back up electrical power generation, for disasters and for evacuation);
- is/are properly zoned commercial for lodging;
- is/are ADA accessible (noting building modifications that have been done to make it accessible);
- is/are code compliant (has had and passed an occupancy inspection);
- contain(s) space and comfortable occupancy capacity for daytime (7 a.m. to 5 p.m.) warming centers for 50-100 (each site, total of up to 400) unhoused persons (permanently displaced residents currently living in shelters, hotels or relative's homes; residents in partially damaged homes with compromised roofs, walls and/or utilities; and residents

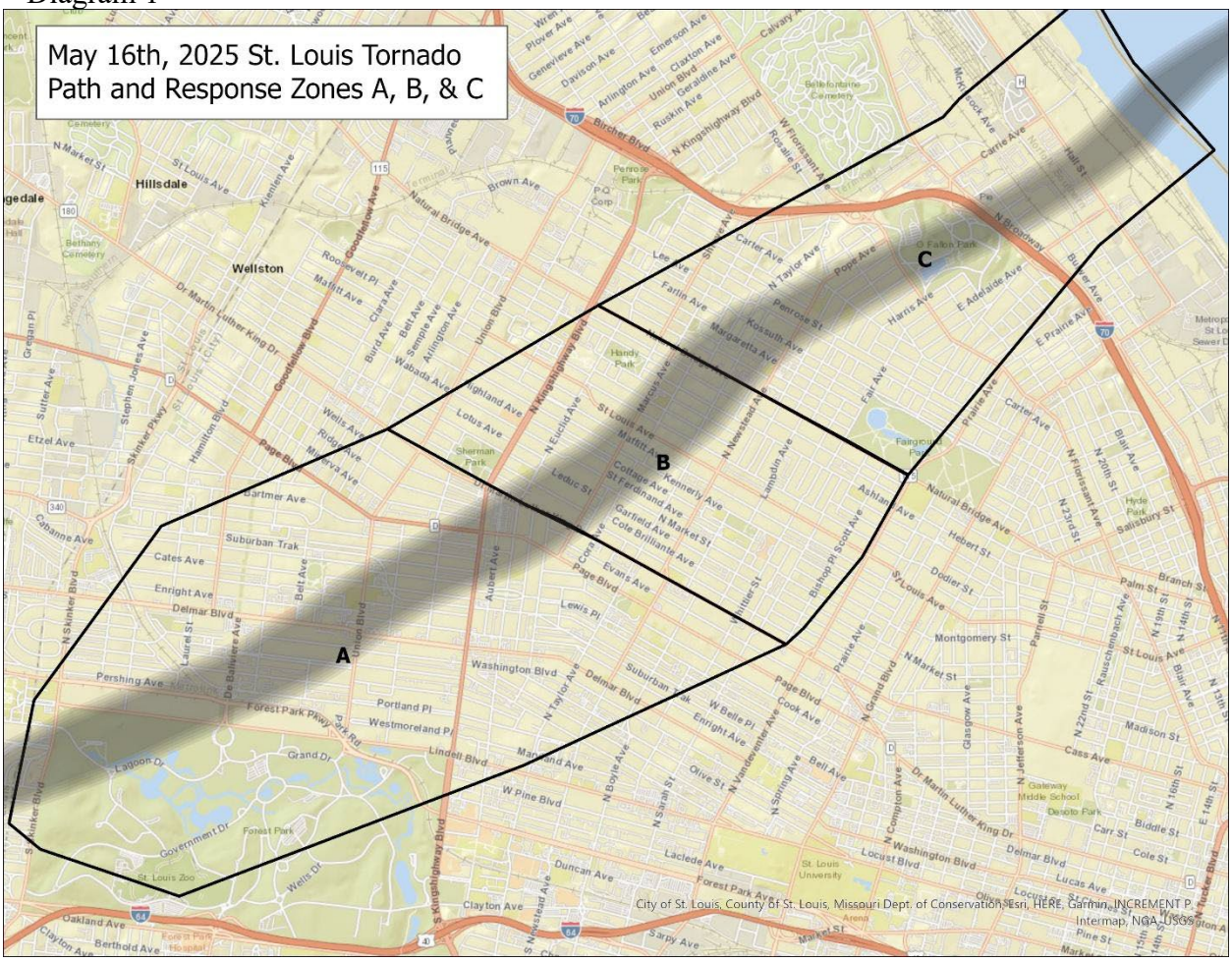
living in tents or temporary setups on their property) and their pets (including off-site arrangements if on-site are not conducive);

- has/have a process of intake to capture names, addresses, race, age, and gender;
- is/are connected with, and use(s), the Homeless Information Management System (HMIS) and the Continuum of Care (COC); may also decide to be part of the St. Louis System of Care;
- has/have availability of services, including one functioning toilet for every 20 persons, or fraction thereof; potable water; chairs and tables and places to rest for each guest; charging station for mobile phones and for devices like laptops and tablets for every 10 persons, or fraction thereof; wifi access; light snacks and drinks; information/resource navigation and accessible transportation support to get between home and the warming center, as well as between the Tornado Recovery Zone daytime warming center and nighttime shelters;
- has/have policies that commit to drug-free, smoke free, alcohol-free and weapon-free premises, but staffing plan and program operations design shall be appropriately tailored to minimize barriers to utilization of warming centers by unhoused constituents with substance use disorders, so long as they don't pose a hazard to themselves or others in the warming center; and
- has/have policies and procedures outlining under what circumstances guest entry or remaining as a guest would be denied; and

(5) list what equipment is/will be available to accommodate up to 100 guests per site.

Respondents may apply for one (1) or more warming sites, up to four (4), but it is preferable if all four (4) can be provided by one Respondent application with one organization or with multiple organizations providing all of the warming centers, located strategically for convenient access for all within the Tornado Recovery Zone.

Diagram 1



VII. Required Application Contents

A. Cover Sheet: Complete and attach the Cover Sheet, attached as Appendix 1.

B. Facility Description: Complete and attach the Facility Description Sheet, attached as Appendix 2

C. Transmittal Letter/Abstract: Respondents shall provide a transmittal letter/abstract providing the name and a brief description of the organization. The letter must briefly summarize the Respondent's ability and willingness to perform the services sought under this NOFA. (1-page limit)

D. Organization Information, Background, and Capability: Provide a thorough description of the organization, its contact information, and its qualifications for the requested services. Describe the organization's strengths, capabilities and experience in performing these services. See Sections IV. and VI. (3-page limit, part of the Narrative 15-page limit)

E. Program Narrative – Response to Section VIII: In this section, Applicants must respond to all criteria listed and provide the required attachments. ***The narrative must not exceed 15 pages in total length***. ***The required attachments do not count toward your 15-page limit.***

F. Project Team: Provide the name, title, telephone number and e-mail address of the persons who will function as the Site Coordinators, Support Staff Monitors, and Security Personnel. Provide brief resumés/qualifications of personnel who will be paid staff involved in this project. (4-page limit; part of the 15-page Narrative limit). Attach resumés (not part of Narrative 15-page limit, but need to be no more than 4 pages double-spaced or 2 pages single-spaced)

G. Addressing Services: Provide a description of how the organization intends to perform the specific services requested above, including a thorough description of the proposed approach to the project, including an operations plan and how Respondent will achieve the VI. Scope of Services. (part of Narrative 15-page limit)

H. Budget: Include details regarding the proposed costs for the services listed in the Scopes of Services. Respondents must submit a detailed project budget. (part of Narrative 15-page limit)

I. Proof of Non-Profit Status: Please provide proof of registration with the Missouri Secretary of State as a non-profit organization.

J. Verification of License/Taxes: In this section, Respondents must affirmatively verify that the organization has a current business license and is current with tax remittance. Respondents must provide a copy of its current City of St. Louis business license (or waiver letter from License Collector).

K. Living Wage Acknowledgment and Acceptance Declaration. Respondents shall submit with their application the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 4. See Section X.

VIII. Program Narrative

In no more than 15 pages, ***excluding attachments noted below,*** respond to the below criteria to describe your organization's qualifications and proposed programming. You will be scored and evaluated on the following criteria outlined below:

1. Organizational Description (20 points)
   Description of the organization and how it meets the requirements listed in Section IV above.

2. Project Team (20 points)
   List of Project Team members (Site Coordinators, Support Staff/Monitors, and Security Personnel), with:
   i. Name(s) of the person(s) project team paid staff and key responsibilities;
   ii. brief description of each person's qualifications and experience;
   iii. description of the role for each project team member; state the background of each team member, years of experience, length of employment with your organization, and experience providing the deliverables as described herein;
   iv. list of relevant and successfully completed projects by these team members;
   v. organizational chart for the proposed project team, identifying each of the paid staff, and all roles and areas of responsibility.
   vi. list any subcontractors and the information listed above in 2.i.-v. (subcontractors are required to comply with all provisions of a successful Respondent's contract).

3. Project Implementation Plan (50 points)

Comprehensive project implementation plan, inclusive of the staffing plan and operations plan, with a detailed description of activities and services to be provided, and deliverables to be met. Provide a description of how the organization intends to perform the specific services requested above in VI. SCOPE OF SERVICES, including a thorough description of the proposed approach to the project. Please note: Project Implementation Plans for new Tornado Recovery Zone Daytime Winter Warming Centers in the Tornado Recovery Zone will receive 10 points above those Project Implementation Plans that are outside of the Tornado Recovery Zone. (see Diagram 1 in VI. Scope of Services)

4. Budget (10 points)

Budget for the proposed project. The costs associated with the proposed project should directly reflect the action steps necessary to implement the activities and deliverables. The costs should not reflect any intended activity *not* specifically indicated in the proposed implementation plan. Any In-Kind Services and their association with the proposed project should be listed and justified. Does the budget justification provide a basis for the level of service proposed? A budget proposed for the services in this NOFA must include explanations for the following line items (if applicable)

a. All personnel whose salaries will be paid in whole or in part with this NOFA funding opportunity;
b. Facilities & Utilities (e.g. heating, electricity, custodial, backup generator/fuel reserves);
c. Costs for Supplies & Equipment (e.g., one-time set up/replenishment of chairs, blankets, charging stations, games, puzzles, books, crafts, for individual or group engagement, cleaning kits, ongoing costs of personal protective equipment – gloves and masks – soap and hand sanitizer, paper goods, etc.);
d. Food & Beverages (light snacks and drinks, including hot drinks for residents);
e. Transportation & Accessibility (Shuttle/Metro Passes, gas cards, van or taxi/ride hailing services);
f. Outreach & Communication (e.g., flyers, signage, and/or canvassing to promote the warming center)

Funding may cover utilities, staffing, security, supplies, food, transportation, and outreach. Applicants should complete a budget similar to the one below, noting any **requested funding** from the City and any **in-kind contributions** (e.g., donated space, volunteer labor, food donations).

Budget Form Example

Category	Requested Funding ($)	In-Kind Contribution ($ or description)	Notes/Explanation
Facilities & Utilities (heating, custodial, power, backup generator)			
Staffing & Coordination (site coordinator, support staff, training)			
Security (on-site guard, contract, or staff)			
Supplies & Equipment (chairs, blankets, PPE)			
Food & Beverages (snacks, water, coffee/tea)			
Transportation & Access (bus passes, shuttles, gas cards, van or taxi/ride hailing services)			
Outreach & Communication (flyers, posters, phone trees, referrals)			
TOTAL			

Applicants should also include:

- A **narrative explanation** of how funds will be used (1–2 paragraphs).

Budget Estimates (per site):

1. Facilities & Utilities

- Heating, electricity, custodial ($250/day × 63 days): **$15,750**
- Backup generator/fuel reserve: **$1,500**

  Subtotal: $17,250

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2. Staffing & Coordination

- Site Coordinator ($24.00/ hour × 9 hours/day × 63 days): **$13,608**
- Support Staff (2 staff × $22.02/hour × 9 hours/day × 63 days): **$24,970.68**
- Security Staff ($22.02/hour × 9 hours/day × 63 days): **$12,485.34**
- Volunteer support (training, meals, stipends): **$2,500**

  Subtotal: $53,564.02

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3. Supplies & Equipment

- Setup (chairs, blankets, charging stations, signage): **$7,000**
- Ongoing replenishment (PPE, cleaning, paper goods): **$2,000**

Subtotal: $9,000

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4. Food & Beverages

- Snacks & drinks ($2/person × 75 avg. daily users × 63 days): **$9,450**

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5. Transportation & Accessibility

- Bus passes, shuttles, gas cards, van or taxi/ride hailing services: **$7,500**

6. Outreach & Communication

- Flyers, posters, canvassing, alerts: **$2,500**

Total (Per Site)

≈ $99,264 per warming center (63 days)

On-Site Staffing Levels (Per Location, Per Activation Day)

Role	Number of Staff	Notes
Site Coordinator	1	Leads daily operations, reporting
Support Staff	2	Assists with intake, logistics, resident needs
Security Staff	1	Ensures safety of residents and staff
Volunteers	2–4	Helps with meals, check-ins, outreach

IX. Application Evaluation & Selection Criteria (Scoring)

Evaluation

The evaluation of qualifications will be performed by an Evaluation Committee. The Evaluation Committee will consider, at a minimum, the following, as related to the selection of organizations qualified to perform the services requested above:

A. Specialized experience, qualifications and technical competence of the organization, its principals, project manager and key staff;
B. Ability of the organization to provide innovative solutions.
C. Approach to the project and any unusual problems anticipated.
D. The capacity and capability of the organization to perform the work within the time limitations.
E. Past record and performance of the organization with respect to schedule compliance, cost control, and quality of work.
F. Proximity of the organization to the City.
G. Fees or fee structure as may be appropriate for the service to be provided.
H. Availability of financial and operating resources as required to complete the work;
I. Ability of the organization to meet statutory or ordinance requirements.
J. Other relevant criteria as may be developed by the Department of Health or the Selection Committee with regards to future proposal requirements. One such relevant, though not determinative, consideration will be the organization's commitment to the City of St. Louis.

The Department of Health reserves the right to interview, or call for a presentation from, any Respondent submitting a response. The Department of Health also reserves the right to discuss the proposals with any or all Respondents. The Department of Health may request additional submission of information during the negotiations of the contract.

Scoring

In evaluating applications, the Evaluation Committee will consider the non-exhaustive list of factors above. To aid in selection, all applications will undergo the following evaluation process. An assessment by an evaluation review committee will evaluate the proposal using the below point scores. The total points possible are 100. Interviews of proposed finalists may occur at the discretion of DOH. Upon recommendation of the Selection Committee, DOH reserves the right to interview one or more organizations submitting proposals, request additional information as DOH may deem necessary, and/or reject any or all proposals with or without cause.

Organization Description	20 Points
Project Team	20 Points
Project Implementation Plan	50 Points
Budget	10 Points
Total	100 Points

DOH will consider funding awards only to those applicants determined to be qualified following review of the eligibility and completeness of each application received. DOH reserves the right to award less than the intended amount for this funding round if a sufficient number of qualified applicants cannot be identified.

X. Living Wage

A contract or subaward entered into pursuant to this NOFA may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and its associated Regulations. Certain not-for-profit organization may be exempt. If applicable, Respondents shall agree to comply with the following measures:

1. Minimum Compensation: Respondents hereby agree to pay an initial hourly wage to each employee performing services related to this NOFA in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 2. The initial rate shall be adjusted each year no later than April 1, and Respondent hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at http://www.flystl.com/business/business-diversity-development-1/living-wage.
2. Notification: Respondents shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Respondent's employees, and within thirty (30) days of the subaward's execution for existing employees, and within thirty (30) days of employment for new employees.
3. Posting: Respondents shall post the Living Wage Bulletin, together with a "Notice of Coverage" in English, Spanish, and other languages spoken by a significant number of the

Respondent's employees, in a prominent place in a communal area of each worksite covered by the Services contemplated hereunder.

4. Subcontractors-Service Contracts: Respondents agree to require subcontractors to comply with the requirements of the Living Wage Regulations, and agree to be responsible for the compliance of such subcontractors. Respondents shall include these Living Wage Compliance Provisions in any contract with such subcontractors.
5. Term of Compliance – Service Contracts: Respondents agree to comply with these Living Wage Compliance Provisions for as long as work related to this NOFA is being performed by Respondents' employees, and to submit the reports in the form of the document located at https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf for each calendar year or portion thereof during which such work is performed.
6. Reporting: Respondents shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
7. Penalties: Respondents acknowledge and agree that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
    i. Suspension and/or termination of the relevant contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
    ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
    iii. Barring the Respondent from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
    iv. Liquidated damages payable to the City of St. Louis in the amount of $500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Accordingly, Respondents shall submit with their application the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 3.

XI. Miscellaneous Terms and Conditions Applicable to NOFA

A. *Indemnification*

Each Respondent, in seeking, receiving, or possessing this NOFA and/or in applying, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this NOFA, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

B. Amendments

Respondents may submit amended applications before their application is reviewed. Such amended qualifications must be complete replacements for a previous submission and must be clearly identified as such in the transmittal email, containing a subject heading of NOFA – CHW Maternal & Child Health/Behavioral Health Pilot Project Department of Health will not merge, collate, or assemble respondents' materials.

C. Right to Withdraw Application

Respondents are permitted to withdraw their applications. Respondents must submit a written withdrawal request signed by the Respondent's duly authorized representative(s) addressed to schmidc@stlouis-mo.gov, attached to an email, containing a subject heading of Revisions to this NOFA.

In the event that it becomes necessary to clarify or revise this NOFA, such clarification or revision will be by addendum. All addenda will be issued on the City website. To access addenda, Respondents must locate the corresponding NOFA located at the following address: https://www.stlouis-mo.gov/government/procurement/index.cfm#rfp .

There are no designated dates for release of addenda. Therefore, interested Respondents should check the City website on a daily basis from the time of the issuance of this NOFA. It is the sole responsibility of Respondents to be knowledgeable of all addenda related to this NOFA.

D. Contents of Applications

All materials submitted in accordance with this NOFA will become and remain the property of the City and will not be returned.

All applications shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, pursuant to the laws of the State of Missouri. All application materials may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, applications and communications exchanged in response to this NOFA should be assumed to be subject to public disclosure.

E. Respondents Responsibility

Respondents assume sole responsibility for the complete effort required in this NOFA. No special consideration shall be given after applications are opened because of a Respondent's failure to be knowledgeable of all the requirements of this NOFA. By applying to this NOFA, Respondents represent that they are satisfied, based upon their own investigation, with all the requirements of this NOFA.

XII. Insurance Requirements

Any Respondent awarded funds pursuant to this NOFA shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker's Compensation Insurance. Policy limits shall be dependent upon the scope of services, but no coverage amount listed shall be construed to limit the liability of any Respondent. Each Successful Respondent shall provide a Certificate of Insurance to the City of St.

Louis prior to the execution of the contract, with "The City of St. Louis" listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be sent to the City prior to execution of any underlying agreement. Each Respondent's Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of "A-" or better and a financial class size IV or greater as indicated in A.M. Best's Key Rating Guide. (http://www.ambest.com/home/default.aspx).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Respondent, its officers, agents, employees, consultants, subcontractors, licensees, invitees, or representatives, and provide contractual liability insurance sufficient to cover Respondent's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and will not make the City a partner or joint-venture with Respondent in its operations. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Respondent's policy.

See for example ACORD Certificate of Liability Insurance in Appendix 6.

XIII. Service Contract Prevailing Wage

For all positions listed on the Secretary of Labor's wage and fringe benefits determination, (see https://sam.gov/wage-determination/2015-5075/23), and as applicable, Respondents will be required to provide the minimum prevailing wage and the minimum prevailing fringe benefits required and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020) in any applicable subaward entered into pursuant to this NOFA. If any services for which the successful respondent is obligated under an agreement pursuant to this NOFA is subcontracted, Successful Respondents shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor's service employees and (2) a representation by the subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

XIV. Earnings Tax Requirements

Successful Respondents shall be required to submit valid certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of any agreement for services executed on behalf of the City stating that the Respondent has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the Respondent has a current business license, if applicable. Any agreement for services executed without such certifications shall be void and of no force or effect. Further, every agreement for

services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

XV. Additional Terms to be Required in Subawards

Any agreement entered into pursuant to this NOFA shall require the inclusion of the following, or substantially similar, terms. By applying to this NOFA, Respondents agree to adhere to such terms:

A. Recordkeeping & Audits

Contractor shall provide the City monthly written programmatic updates in the manner prescribed by the City of St. Louis Director of Health, City of St. Louis Health Commissioner, or their designee(s). Contractor shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City, U.S. Department of the Treasury ("Agency"), and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor's full compliance with contract documents. In those situations where Contractor's records have been generated from computerized data or records, in addition to hard copy (reports), Contractor shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract's activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Contractor shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by the City or Agency, Contractor shall allow such entity to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of the City and Agency, during normal business hours. In addition, Contractor agrees to the following:

A. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the relevant records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

B. If Contractor is notified in writing by City or Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the City to extend the retention period, Contractor shall extend the retention period as requested;

C. Any records for equipment acquired with federal funds must be retained for five (5) years after final disposition of the equipment.

The City reserves the right to audit Contractor's accounts relating to this Agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:

A. Introduction of the appropriate documentation;

B. Resolution of the questioned cost by Contractor in a manner that is satisfactory to City;

C. Repayment of questioned costs to the City.

Agency and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor

which are directly pertinent to Agency programs for the purpose of making audits, examinations, excerpts, and transcriptions.

B. Non-Discrimination Policy

Contractor agrees that in performing any services resulting from the agreement neither he/she nor anyone under his/her control will permit discrimination against any business, employee or applicant for employment because of race, color, age, religion, sex, familial status, disability sexual orientation, national origin or ancestry.

C. Public Records Law

The Parties to this agreement acknowledge that the City is a "public governmental body" under and subject to the State of Missouri's Sunshine Law (the "Act"), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Contractor, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City's rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that the City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Unauthorized Aliens Affidavit

Contractor shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit (attached herein as Appendix 4 for Respondents' reference) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the agreement, and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the agreement pursuant to the above-stated Statutes.

E. Anti-Discrimination Against Israel Act

Contractor shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached herein as Appendix 5 for Respondents' reference) affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

F. Indemnification

Contractor shall protect, defend, indemnify, reimburse, and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, and agents from and against all liabilities, losses, suits, claims, judgments, and fines or demands for damages to persons or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of, resulting from, or relating to the work performed under the agreement, including, but not limited to, the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants and the use or occupancy of City of St. Louis premises or vehicles ("Claims"). This indemnity shall be interpreted in the broadest possible manner to indemnify the City of St. Louis for any acts or omissions of Contractor, or its subcontractors, either

passive or active, irrespective of fault, including the City of St. Louis's concurrent negligence, whether active or passive. Contractor's duty to defend and indemnify shall arise even if the City of St. Louis, or its officers, employees, and agents, are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City of St. Louis, or its officers, employees, and agents, were the sole cause of claimant's damages. Contractor shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis, or their designee, in carrying out its obligations hereunder.

No alderman, director, commissioner, board member, officer, employee, or other agent of the City of St. Louis shall be personally liable under or in connection with the agreement.

The Provisions of this section survive the expiration or early termination of the agreement.

G. Subject to Appropriation of Funds

Notwithstanding any other provision to the contrary herein contained, the City of St. Louis reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period or to re-appropriate existing funding. In the event funds are not appropriated by the City of St. Louis for the purpose of making payment as required herein or funds are re-appropriated for another purpose, this Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the City whatsoever, except as to the extent portions of the funds previously appropriated are otherwise available. The City will immediately notify Contractor of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

H. Prohibition on Limitation of Liability Clauses

Any clause in this Agreement interpreted to limit Contractor's liability shall not be enforced to the extent that it acts as a limitation of Contractor's liability. Limitations of liability include, but shall not be limited to:

A. Limitations, exclusions, or disclaimers of the City's right to bring a breach of warranty or breach of contract claim under this Agreement;
B. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
C. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances;
D. Limits on, or disclaimers of, certain damages;
E. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

I. Termination

The Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Contractor, in which event Contractor shall be paid for all work performed up until the date of termination.

The Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with

the Agreement's material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If Contractor fails to cure within said notice period, it shall indemnify the City against any loss caused by said abandonment.

XVI. Governing Law and Venue

This NOFA, and any agreement with Respondents that may result, shall be governed by the laws of the State of Missouri and the City of St. Louis, and venue for any dispute regarding this NOFA or any subsequent agreement shall be in the Circuit Court of the Twenty-Second Circuit, Missouri.

XVII. Additional Legal Requirements Including Federal Reporting

The anticipated source of funding for any contracts under this NOFA is the Tornado Relief and Recovery Fund appropriated from Rams Settlement Funds by the Board of Aldermen under Ordinance 72009. Expenditure of Tornado Relief and Recovery Funds must be in compliance with the restrictions in Ordinance 72009. Expenditures in violation of Ordinance 72009 are subject to disallowance or repayment.

The City of St. Louis may seek reimbursement from the Federal Emergency Management Agency (FEMA). Accordingly, any contracts awarded under this NOFA will include, at minimum, the provisions required by FEMA attached hereto as Appendix 7. The final wording of these required provisions may be modified during contract negotiations.

Appendix 1

APPLICANT INFORMATION	
1)LEGAL NAME:	
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):	**Check if address change** ☐
3) PAYEE Mailing Address (if different from above):	**Check if address change** ☐
4) Federal Tax ID No.:	

5) TYPE OF ENTITY (check all that apply):

☐ City	☐ Nonprofit Organization*	☐ Individual
☐ County	☐ For Profit Organization*	☐ FQHC
☐ Other Political Subdivision	☐ Community-Based Organization	☐ State Controlled Institution of Higher Learning
☐ State Agency	☐ Minority Organization	☐ Hospital
☐ Indian Tribe		☐ Private
☐ College or University		☐ Other (specify): _____

**If incorporated, provide 10-digit charter number assigned by Secretary of State:*

6) PROPOSED BUDGET PERIOD:	**Start Date:**	**End Date:**
7) COUNTIES SERVED BY PROJECT:		

8) AMOUNT OF FUNDING REQUESTED:	**10) PROJECT CONTACT PERSON** Name: Phone: Fax: E-mail:
9) PROJECTED EXPENDITURES Does applicant's projected state or federal expenditures exceed $500,000 for applicant's current fiscal year (excluding amount requested in line 8 above)? ** Yes ☐ No ☐ ***Projected expenditures should include funding for all activities including "pass through" federal funds from all state agencies and non-project related funds.*	**11) FINANCIAL OFFICER** Name: Phone: Fax: E-mail:

The facts affirmed by me in this application are truthful and I understand that the truthfulness of the facts affirmed herein are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

12)AUTHORIZED REPRESENTATIVE Name: Title: Phone: Fax: E-mail:	**Check if change** ☐	**13) SIGNATURE OF AUTHORIZED REPRESENTATIVE** **14) DATE**

Appendix 2

Facility Information

- Warming Center Facility Address: _____
- Facility Type: □ Church □ Library □ Community Center □ Other (describe) _____
- Owner of Warming Center Facility: _____
- Tenant of Warming Center Facility (if any): _____
- Type of Zoning (should be F, G, H, I, J, or K):
- Indoor Capacity (seated): _____
- Number of Restrooms: _____
- ADA Accessibility: □ Yes □ No (If no, describe plans to address accessibility)
- Backup Power/Generator: □ Yes □ No
- Heating System Type, age of equipment, and when last inspected: _____ _____
- Parking/Transit Access: _____

Appendix 3

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2025

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance ("Ordinance") and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **$16.66** per hour (130% of the federal poverty level income guideline for a family of three); and

2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **$22.02** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).

3) The prevailing fringe benefits rate, as required under the Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is **$5.36** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of **APRIL 1, 2025**. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at Ordinance 65597 | City of St. Louis Ordinances (stlouis-mo.gov) or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, Missouri
(314) 426-8111

CITY OF ST. LOUIS LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

St. Louis Living Wage Rates
Effective April 1, 20255

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Aldermen. If you are an employee performing any service under this contract, you must be paid a "Living Wage."

THESE ARE YOUR RIGHTS…

Living wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of **$16.66** per hour plus at least **$5.36** per hour for health benefits or **$22.02** per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Certification and Compliance by calling the Living Wage Hotline.

You may Report Living Wage Violations to:

LIVING WAGE HOTLINE: (314) 890-1809

ST. LOUIS CITY LIVING WAGE COMPLIANCE: (314) 426-8111

Appendix 4

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION

(To be completed by each respondent to a bid/application solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

RESPONDENT NAME: _____

RFP TITLE: _____

DATE: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S E-MAIL ADDRESS: _____

PREPARER'S CELL PHONE NUMBER: _____

PREPARER'S ADDRESS AND ZIP CODE: _____

As the authorized representative of the above-referenced Respondent, I hereby acknowledge that the Respondent understands that the contract or subaward that will be executed with a successful Respondent pursuant to this NOFA may be subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The Respondent hereby agrees to comply with the Ordinance and the associated Regulations, as applicable, if awarded a contract or subaward pursuant to this solicitation. I am authorized to make the above representations on behalf of the Respondent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Appendix 5

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____. (Contractor)

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

_____
Notary Public

My Commission Expires:

Appendix 6: CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [NAME]	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAILADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : [REQUIRED]	[REQ'D]
INSURED [NAME]	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	X **COMMERCIAL GENERAL LIABILITY**	X					EACH OCCURRENCE	$ [1,000,000]
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES						PERSONAL & ADV INJURY	$
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$[3,260,000]
	OTHER:							
	X						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ [1,000,000]
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / **EXCESS LIAB** OCCUR / CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYP	N / A					PER STATUTE / OTHER	
	ROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of St. Louis **1200 Market St.** **Saint Louis, MO 63103**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Appendix 7: FEMA-REQUIRED PROVISIONS

1. Choice of Law; Remedies. This Agreement is made and entered into in the City of St. Louis, Missouri, and the laws of the State of Missouri, shall govern the construction of this Agreement and any action or causes of action arising out of this Agreement. Any and all claims or causes of action arising out of this Agreement shall be litigated in the Twenty-Second Judicial Circuit of the State of Missouri or the U.S. District Court for the Eastern District of Missouri.

2. Termination. The City shall have the right to terminate this Agreement for the City's convenience, in the exercise of its absolute and sole discretion, upon 30 days' written notice to Contractor. After receipt of such notice, this Agreement shall automatically terminate without further obligation of the Parties; provided, however, each Party shall comply with the terms of this Agreement that survive the expiration or termination of this Agreement.

3. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

> (i) Withholding Process. The City of St. Louis may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety

Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part. 4. Clean Air Act and Federal Water Pollution Control Act.

4. Clean Air Act and Federal Water Pollution Control Act.

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the City of St. Louis and understands and agrees that the City of St. Louis will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the City of St. Louis and understands and agrees that the City of St. Louis will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

5. Suspension and Debarment.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of St. Louis. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of St. Louis, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

6. Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member

of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

7. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.

(b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

9. Domestic Preference for Procurements.

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

[END]

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RISK ASSESSMENT QUESTIONNAIRE (RAQ)

This Questionnaire should be completed by a person with knowledge of the subrecipient's financial information, management systems, and processes. If you need additional space to provide information for one or more of the questions, you may attach additional sheets as needed. This Questionnaire must be signed by the subrecipient's Grant Manager, Finance Manager, Chief Financial Officer, or equivalent staff person who is familiar with the subrecipient's financial information and systems and who has the authority to certify and sign this Questionnaire. This risk assessment includes such factors as:

- The subrecipient's prior experience with the same or similar subawards
- The results of previous audits including whether or not the subrecipient receives a Single Audit
- Whether the subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

If needed, you can attach additional information/documentation to this form to supplement answers supplied herein.

Requested Attachments (Please provide the following documents):

❑ Non-profit determination letter, if applicable. If the applicant is not a non-profit but has a fiscal sponsor who is a non-profit, they should include the non-profit determination letter for their fiscal sponsor and a letter from the fiscal sponsor affirming that they are the fiscal sponsor for the applicant entity.

❑ List of Board of Directors, if applicable

❑ Organizational Chart and Job Descriptions

❑ Resumes of all relevant program staff (including CEO/Executive Director)

❑ Financial Statement and Audit

Organization Name:	
Program associated with this RAQ:	
Contact Information for person completing this RAQ (name, phone and email):	

ORGANIZATIONAL ATTRIBUTES			
Risk Category	**Low**	**Medium**	**High**
Organization Type	University, larger political subdivisions, Nationwide nonprofit organization	smaller political subdivisions, large size nonprofit organization	Medium and small size nonprofit organization, small organization
Maturity of Organization	Mature (e.g., more than 15 years)	More than 10 years	Start-up to less than 10 years
Code of Conduct written policy for all agency staff and board members	In place	In development	None
Conflict of interest written policy (real or perceived) for agency staff including all programmatic and administrative staff and board members.	In place	In development	None
Does the organization have or previously had a lawsuit(s) filed against them?	No		Yes
If organization was a previous recipient, did the organization have frequent on-site monitoring visits?	No		Yes
Were there findings/violations in the prior visit?	None	A couple	Several

AWARD ATTRIBUTES			
Risk Category	**Low**	**Medium**	**High**
Award Type	Contractor	Cooperative agreement or grant with special conditions	Subaward Agreement
Difficulty of Scope of Work & Deliverables	Report only-easily met objectives	Possibility of change in scope or collaborative work scope	Program services, Tangible products, service deliverables necessary to achieve program success
Transparency/Frequency of Reporting	Frequent reporting or easily assessed progress based on milestones or observable outcomes	At least yearly reporting based on milestones or observable outcomes	No reporting until the end of the project and/or no measurable or observable milestones or outcomes
Performance Measures	Performance measures/outcomes are in place and progress is being made towards all goals/outcomes	Performance measures/outcomes are mostly in place and progress is being made on at least 75% of goals	Performance measures/outcomes are not in place and /or progress is being made on < 75 of goals
Planning Service Areas/Populations	All service areas/populations outlined in the award are receiving services	Some service areas/populations outlined in the award are receiving services	Few or no service areas/populations outlined in the award are receiving services

FINANCIAL ACCOUNTABILITY			
Risk Category	**Low**	**Medium**	**High**
Accounting/Procurement Systems	Systems have been approved (recent Single audit is an indicator)	Systems less qualified to handle large amounts of federal money (Standard or Financial audit conducted but no Single Audit)	No systems are in place, or systems are new or not sufficient
Organization has written policies and procedures in place governing all financial transactions	In place	In development	None
Amount/Percentage of Award Subcontracted	Lower funding levels or percentage of total funds allocated to subrecipient. Or no sub contracting at all	Sub contracted Funding is a large part of smaller award	Sub contracted Funding level is high
Negotiated Indirect Cost Rate Agreement	Has detailed negotiated rate agreement	Has simple rate agreement	Does not have negotiated rate agreement
Organization undergoes formal audits based on level of funding as required	Receives $750,000 or more in federal funding annually AND undergoes a Single Audit as required.	Does not receive at least $750,000 in federal funding BUT undergoes a formal audit as required.	Organization has been delinquent on a recent audit or has not had a financial audit
Cost Sharing	Subrecipient has made no commitment to share costs		Subrecipient has committed to fund program costs not paid by City
Rate of subrecipient spending on award	Pace of spending is consistent with budgeted amounts per year	Pace of spending slightly accelerated compared to budgeted amount per year	Spending far outpaces that which was contemplated in the submitted budget

Risk Category	Low	Medium	High
Tax Status	For profit subrecipients are associated with decreased risks and may require a lesser degree of oversight.		Not-for-profit subrecipients are associated with increased risks and may require a greater degree of oversight.
Timeliness in responding to program or fiscal questions	Quick (<2 days)	Intermediate (3-5 days)	Slow (>5 days)
What percentage of the overall funding of this entity is from this contract or agreement?	None (0%)	Some (<30%)	Substantial (>30%)
Are there variations between expenditures and the budget?	None	A couple	Several
Has the entity returned (lapsed) significant unspent funds?	None (0%)	Some (<30%)	Substantial (>30%)
Does the entity have a large amount of budget carryover?	None (0%)	Some (<30%)	Substantial (>30%)
Has the entity provided adequate supporting documentation for invoicing and reporting requirements?	Yes	Some documentation missing/late	Substantial documentation missing/late
Organization files a 990 annually	Yes		No

AGENCY GOVERNANCE			
Risk Category	**Low**	**Medium**	**High**
Organization has and follows written and approved by-laws.	Yes		No or Has no by-laws
Organization has an active Board which meets regularly or as required in approved written by-laws.	Yes		No or Has no Board

HISTORY OF PERFORMANCE			
**If organization has no history of performance with City, place them in High-Risk category to enable more extensive monitoring*			
Risk Category	**Low**	**Medium**	**High**
Prior experience with City of St. Louis	Previous positive City program experience	Previous City program experiences may have some minor concerns	Previous negative experience
Organizational experience managing grants of comparable scope and/or capacity.	Substantial (e.g., > 15 years)	> 10 years	Little to none (< 10 years
Reliability of submitted documents	On-time, accurate, no post adjustments	Minimal revisions (Less than a couple per year)	Frequent revisions; late reports; frequent requests for assistance
Organization has a digital system in place to adequately track program beneficiary income and demographics.	In place	In development	None
In the last two fiscal years, has your organization been out of compliance with Programmatic Agreement terms and conditions of any awards.	No compliance issues involved	Minimal compliance issues	Major compliance issues
Corrective Action Plans (CAP)	Has not required a CAP for 5 or more consecutive monitoring periods.	Has required a CAP within the last 4 monitoring periods.	Currently under a CAP.

STAFFING			
Risk Category	**Low**	**Medium**	**High**
Staff Resources	Little or no turnover of key personnel	Some turnover, vacant positions quickly filled.	Staff positions often/continually vacant. High rates of turnover.
Organization meets funder requirements for staffing changes, including job descriptions, new staff onboarding, and task performance tracking	Meets all requirements	Meets most requirements	Missing most or all funder requirements regarding staffing
Organization has fully dedicated compliance staff	At least one staff member full time position dedicated to compliance	At least one staff member part time dedicated to compliance	No staff members are tasked with ensuring compliance

Certification: By signing this questionnaire, I certify to the best of my knowledge and belief that the responses are true, complete, and accurate. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (2 CFR 200.415)	
Authorized Signature	Date

BOARD BILL NUMBER 165

FISCAL NOTE

Preparer's Name *Cheryl Campbell*

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

Bill Sponsor *Alderman Rasheen Aldridge*

Bill Synopsis:	*This ordinance authorizes City departments, divisions, and offices to provide partial advance payments of qualifying expenses to small or medium-sized organizations under contract with the City of St. Louis. The ordinance establishes definitions, eligibility criteria, expense tiers, application and approval procedures, reporting requirements, compliance monitoring provisions, recovery mechanisms, and annual reporting related to advance payment of contract expenses.*
Type of Impact:	*Administrative / Operational* *Indeterminate Fiscal Impact*
Agencies Affected:	*Various City departments, divisions, and offices administering contracts;* *Comptroller's Office;* *Supply Division / Procurement functions;* *Board of Estimate and Apportionment;* *Board of Aldermen (report receipt).*

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? __*X*__Yes ___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 authorizes administrative activities including application review, risk assessment, monitoring, reporting, compliance oversight, and annual reporting requirements associated with advance payment administration. These activities may affect administrative workload volume and financial management processes. No departmental cost estimates, staffing impacts, or implementation plans were provided for review; therefore, any associated costs are indeterminate.

- 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:

City departments currently administer contract payment, monitoring, and compliance functions. The ordinance establishes a structured advance payment framework within these administrative

areas that may intersect with existing procurement, contract administration, and financial oversight processes. The degree of integration, duplication, or modification of existing functions cannot be determined from the bill language alone.

- 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 provide operating cost estimates or identify funding sources. Administrative activities associated with application processing, monitoring, reporting, and oversight may require staff time and operational resources. Any resulting costs are indeterminate and assumed to be absorbed within existing departmental resources unless otherwise identified during implementation.

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	*Indeterminate*	*Indeterminate*	*Indeterminate*
Additional Revenue	*$0*	*$0*	*$0*
Net	*Indeterminate*	*Indeterminate*	*Indeterminate*

- Describe any assumptions used in preparing this fiscal note:

This fiscal note assumes implementation of the administrative structure described in the ordinance and evaluates potential operational impacts based solely on duties specified in the ordinance language. No departmental cost estimates, staffing plans, or implementation analyses were provided for review. The analysis assumes advance payments would occur within existing contract appropriations and does not assume changes to contract award levels, staffing allocations, or financial management practices beyond those expressly described in the ordinance.

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

Board Bill language as provided for review

- 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 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 J 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

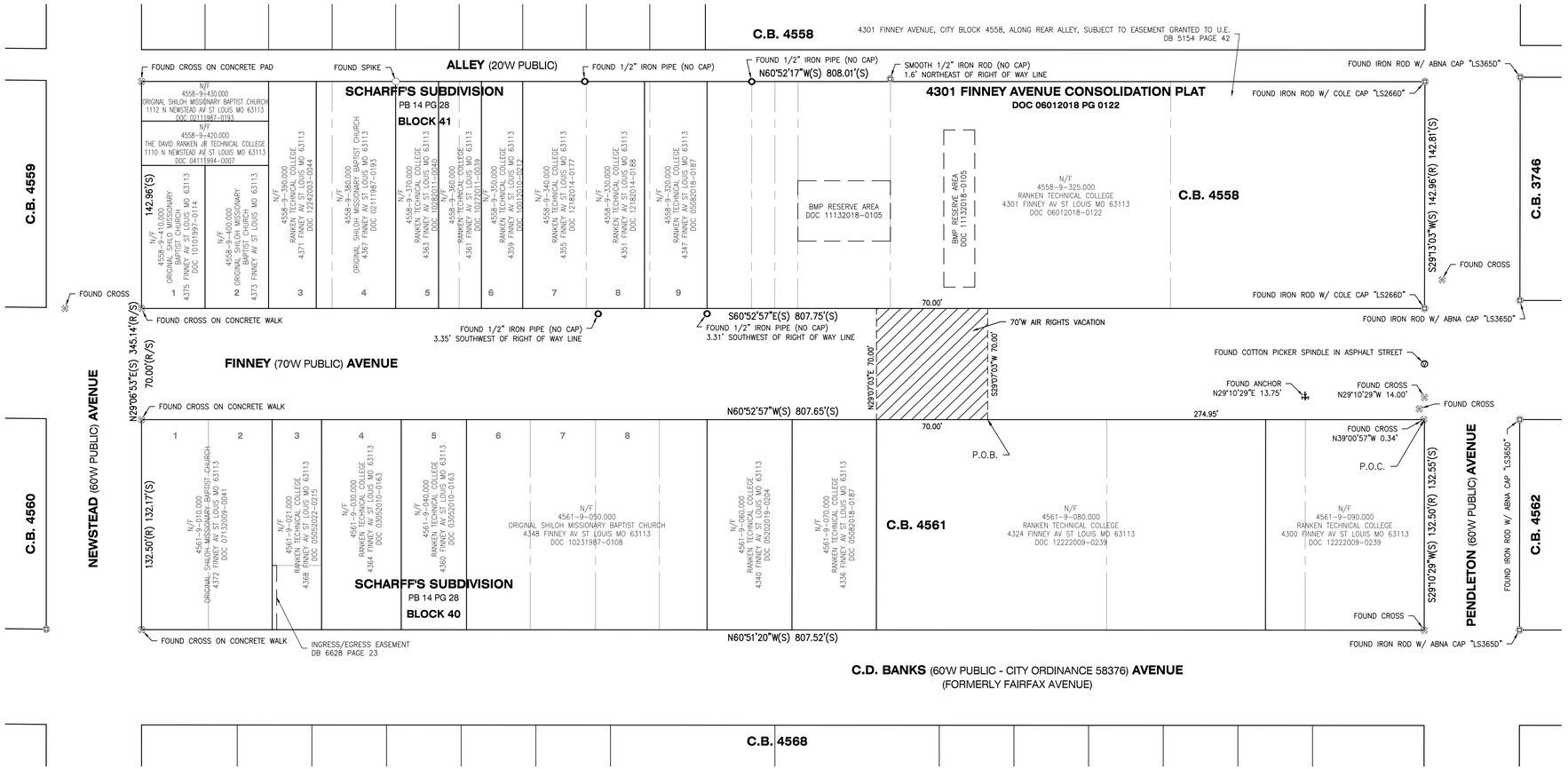
SHARI L ELFORD
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 19910038
My Commission Expires Oct 8, 2027

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 IS RESPONSIBLE 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 NOT INTENDED TO BE USED FOR, 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 Kettelkamp TAB: Air Rights Vocation
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

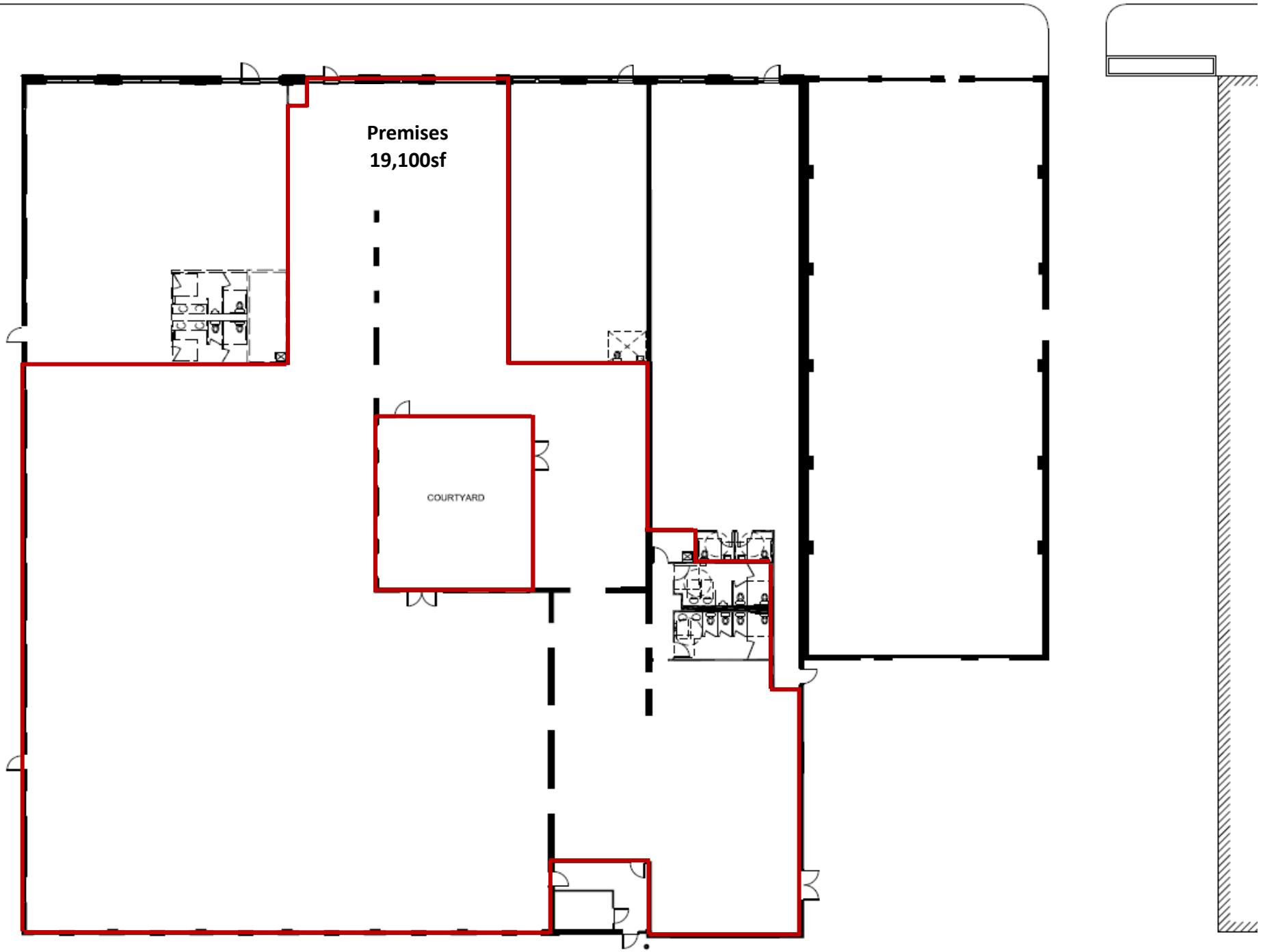
In any contract for Work at the Project Site, the Company, its designees, successors, assigns, and its contractors and subcontractors shall comply with all federal, state and local laws, ordinances, or regulations governing equal opportunity and nondiscrimination laws (the *"Nondiscrimination Laws"*).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

BOARD BILL NUMBER 98 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 a severability clause.

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 assets 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 3100 Olive Street.

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 December 31, 2035; (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.

Board Bill Number 98
Exhibit A

Original Indenture Attached Below

Board Bill Number 98
Exhibit B

Supplemental Indenture Attached Below

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.

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IN WITNESS WHEREOF, the Issuer, the Parking Commission and the Trustee have caused this Trust Indenture to be duly executed by their duly authorized representatives, as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters

By: _____
Name: Francis G. Slay
Title: Mayor

By: _____
Name: Darlene Green
Title: Comptroller

By: _____
Name: Larry C. Williams
Title: Supervisor of Parking Meters

ATTEST:

By: _____
Name: Parrie L. May
Title: City Register

APPROVED AS TO FORM:

By: _____
Name: Stephen Kovac
Title: Deputy City Counselor

PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: Larry C. Williams
Title: Chairman and Supervisor of Parking Meters of the City of St. Louis, Missouri

ATTEST:

By: _____
Name: Darlene Green
Title: Member and Comptroller of the City of St. Louis, Missouri

UMB BANK, N.A., as Trustee

By: _____
Name: Brian Krippner
Title: Vice President

ATTEST:

By: _____
Name: DEANNA MUELLER
Title: ASSISTANT VICE PRESIDENT

EXHIBIT A
TO TRUST INDENTURE

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R-___

Registered
$_____

THE CITY OF ST. LOUIS, MISSOURI

PARKING REVENUE BOND
(PARKING SYSTEM)
SERIES [DESIGNATION]

Interest Rate	Maturity Date	Date of Bonds	CUSIP

Registered Owner: ** CEDE & CO. **

Principal Amount: _____ **DOLLARS**

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture described herein.

The **CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision, acting through the Treasurer of the City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters (the ***"Issuer"***), for value received, promises to pay, but solely from the sources herein specified to the Registered Owner named above, or registered assigns, the principal amount stated above on the

maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a **360**-day year of twelve **30**-day months) from the Date of Bonds stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ and _____ in each year, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date upon presentation and surrender of this Bond at the designated corporate trust office of **UMB BANK, N.A.** (the ***"Trustee"***). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the Registered Owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date and shall be paid by (1) check or draft mailed to such Registered Owner at his address as it appears on such bond register or at such other address furnished in writing by such Registered Owner to the Trustee, or (2) at the written request addressed to the Trustee by any Registered Owner of Bonds in the aggregate principal amount of at least **$1,000,000**, by electronic transfer to such Owner upon written notice to the Trustee from such Owner containing the electronic transfer instructions (which shall be in the continental United States) to which such Owner wishes to have such transfer directed and such written notice is given by such Owner to the Trustee not less than **15** days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such Owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such Owner's account at such bank to which the payment is to be credited.

Authorization of Bonds. This Bond is one of a duly authorized Series of Bonds of the Issuer, designated **"Parking Revenue Bonds, Series [Designation] Bonds"**, in the aggregate principal amount of **$[Principal Amount]** (the ***"Series [Designation] Bonds"***), issued pursuant to the authority of and in full compliance with the constitution and statutes of the State of Missouri, including particularly Section 82.470 *et seq.* of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the Issuer. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of December 1, 2006 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the ***"Indenture"***), among the Issuer, the Parking Commission of the City of St. Louis, Missouri and the Trustee, to provide funds for the purposes described in the Indenture. Under the Indenture, the Issuer has pledged and assigned the Pledged Revenues and other funds held under the Indenture to the Trustee as security for the Bonds. Subject to the terms and conditions set forth therein, the Indenture permits the Issuer to issue additional Series of Bonds (defined therein) secured by the Indenture on a parity with the Series [Designation] Bonds (the Series [Designation] Bonds together with such additional Series of Bonds herein collectively referred to as the ***"Bonds"***). Reference is hereby made to the Indenture, which may be inspected at the designated corporate trust office of the Trustee, for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Issuer, the Parking Commission, the Trustee and the Registered Owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Redemption of Bonds Prior to Maturity. The Series [Designation] Bonds are subject to optional and mandatory redemption prior to maturity as follows:

[*Optional Redemption.* The Series [Designation] Bonds maturing in the year _____ and thereafter are subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, on and after _____ 15, _____, in whole or in part on any date at the respective Redemption Prices set out below, plus accrued interest thereon to the redemption date:

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

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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.

[The remainder of page is intentionally left blank]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Supplemental Trust Indenture No. 7 to be duly executed by their duly authorized representatives, as of the day and year first above written.

THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters

By:_____
Name: Cara Spencer
Title: Mayor

By: ._____
Name: Donna M.C. Barringer
Title: Comptroller

By:_____
Name: Adam Layne
Title: Supervisor of Parking Meters

ATTEST:

By:_____
Name:
Title: City Register

APPROVED AS TO FORM:

By:_____
Name:
Title:

UMB BANK, N.A., as Trustee

By:_____
Name: Brian Krippner
Title: Senior Vice President

ATTEST:

By:_____
Name:
Title:

EXHIBIT A
TO SUPPLEMENTAL TRUST INDENTURE NO. 7

(FORM OF BOND)

THE RIGHT TO TRANSFER, ASSIGN, OR NEGOTIATE THIS BOND SHALL BE LIMITED TO TRANSFER, ASSIGNMENT, OR NEGOTIATION TO ANY ACCREDITED INVESTOR OR QUALIFIED INSTITUTIONAL INVESTOR, AS SUCH TERMS ARE COMMONLY DEFINED FROM TIME TO TIME BY APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND REGULATIONS AND ONLY UPON WRITTEN CONSENT OF THE ISSUER.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered	**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,

BOARD BILL NUMBER 98

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____.

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 113
Introduced by Alderwoman Alisha Sonnier
December 12, 2025

This Board Bill seeks to amend **Ordinance Number 70981** effective July 24, 2019. This Board Bill will allow for up to a 15-year tax abatement to encourage development and rehabilitation of Low-Income Housing Tax Credit (LIHTC) projects within the Area.

BOARD BILL NUMBER 113 INTRODUCED BY ALDERWOMAN ALISHA SONNIER

An ordinance amending **Ordinance Number 70981** effective July 24, 2019 (Exhibit 1 attached) by modifying the terms of real estate tax abatement.

WHEREAS, Ordinance Number 70981 approved an amended Redevelopment Plan for the Gate District East Redevelopment Area ("Area").

WHEREAS, Ordinance Number 70981 and Section F of the Amended Gate District Redevelopment Plan, ("Plan"), provide for a ten (10) year tax abatement.

WHEREAS, it is in the best interest of the City and Area to continue to limit tax abatement so that it is consistent with the Board of Aldermen Resolution #104 approved October 26, 2018 but also to encourage development and rehabilitation of Low-Income Housing Tax Credit (LIHTC) projects within the Area.

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

SECTION ONE. Section One of **Ordinance Number 70981** and Section F of the Plan for the Area shall be deleted and replaced with the following:

A Redeveloper which is an urban redevelopment corporation formed pursuant to Chapter 353, RSMo. developing a project with Low Income Housing Tax Credits (LIHTC), may seek tax abatement pursuant to Chapter 353, RSMo, as amended, upon compliance with the procedures set forth therein and in Chapter 11.06 of the City Code, as amended. The terms of the tax abatement available to the applicable real property or portion thereof will be set forth in a Redevelopment Agreement between the LCRA and the Redeveloper. The Redevelopment Agreement shall provide that tax abatement shall begin in the year during which an urban redevelopment corporation acquires title to the applicable real property or portion thereof and

continue no longer than fifteen (15) years thereafter (the "Chapter 353 Tax Abatement Period"), provided, however, that: PILOTs will be imposed to ensure that the total revenues payable to the affected taxing jurisdictions from PILOTs and unabated ad valorem taxes (including those set forth in Section 353.110, RSMo) equals:

For years one through ten of the Chapter 353 Tax Abatement period, one hundred (100) percent of the ad valorem taxes that would be imposed based on the then-current tax levy rates and the assessed value of the land and improvements included in the applicable real property or portion thereof in the year prior to the urban redevelopment corporation's acquisition thereof (subject to adjustment pursuant to Section 353.110.2, RSMo, if the land was tax exempt prior to acquisition by the urban redevelopment corporation) (the "Base Tax Value"); plus ten (10) percent of the difference between the ad valorem real estate taxes that would be due if there were no tax abatement and Base Tax Value.

For years eleven through fifteen of the Chapter 353 Tax Abatement period, not to exceed fifty percent (50 percent) percent of the ad valorem real estate taxes that would be due if there were no tax abatement.

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

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 any real property or portion thereof

that is not subject to a Certificate of Qualification of Tax Collector of Revenue in the same manner as regular ad valorem real estate taxes.

SECTION TWO. All other sections of **Ordinance Number 70981** and all other sections of the Plan shall remain the same as approved effective July 24, 2019.

ORDINANCE 70981

BOARD BILL NO. 39 **INTRODUCED BY ALDERWOMAN CHRISTINE INGRASSIA**

ALDERWOMAN MARLENE DAVIS

An ordinance amending Ordinance # 62220 approved February 6, 1991 (Exhibit 1 attached) by modifying the terms of real estate tax abatement and amending the attached Redevelopment Plan by adding Phase IV to be completed by May 1, 2029.

WHEREAS, Ordinance # 62220 approved an amended Redevelopment Plan for the Gate District East Redevelopment Area ("Area") after affirming that the Area was blighted by Ordinance # 61124 as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive).

WHEREAS, Section Seventeen of Ordinance # 62220 and Section F of the Amended Gate District Redevelopment Plan, Exhibit B to Ordinance # 62220 ("Plan"), provide for up to a twenty-five (25) year tax abatement.

WHEREAS, Section C of the Plan provides for three Phases of redevelopment. Phase III, the last phase, outlines redevelopment to occur "during year six through ten after approval of the Amended Plan by Ordinance."

WHEREAS, it is in the best interest of the City and the Area to limit tax abatement so that it is consistent with the Board of Aldermen Resolution # 104 approved October 26, 2018 and to extend the time to complete redevelopment on scattered vacant lots and the rehabilitation of deteriorating structures.

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

SECTION ONE. Section Seventeen of Ordinance # 62220 and Section F of the Plan for the Area shall be deleted and replaced with the following:

A 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 five of the Tax Abatement Period, an amount equal to fifty percent (50%) of the difference between the ad valorem real estate taxes that would be due (as described above); and
    - In each of years six through ten of the Tax Abatement Period, an amount equal to one hundred percent (100%) 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 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 collateral by the City Collector of Revenue in the same manner as regular ad valorem real estate taxes.

SECTION TWO. Section C of the Plan is hereby amended by adding a phase to read as follows:

Phase IV

Infill housing and mixed - use development is encouraged throughout the Area, and shall be completed by May 1, 2029.

SECTION THREE. All other sections of Ordinance # 62220 and all other sections of the Plan shall remain the same as approved February 6, 1991.

Sponsor: Alderwoman Christine Ingrassia
Alderwoman Marlene Davis

Summary
Board Bill Number 149
Introduced by Alderwoman Boyd
February 13, 2026

Pursuant to **Ordinance 68937**, the bill authorizes the honorary street name "Rev. Alfred Gainey, Jr. Way," which shall begin at the intersection of Astra Avenue and Riverview Boulevard and run north on Astra Avenue to the first intersection of Astra Avenue and Vivian Avenue.

BOARD BILL NUMBER 149 INTRODUCED BY ALDERWOMAN PAMELA BOYD COSPONSORS: ALDERWOMAN JAMI COXANTWI/ALDERMAN MICHAEL BROWNING/ALDERWOMAN SHAMEEM CLARK-HUBBARD

An Ordinance authorizing the honorary street name "Rev. Alfred Gainey, Jr. Way" pursuant to **Ordinance Number 68937**, which shall begin at the intersection of Astra Avenue and Riverview Boulevard and run north on Astra Avenue to the first intersection of Astra Avenue and Vivian Avenue.

WHEREAS, Rev. Alfred Gainey Jr. is a true believer who exudes God's love to others; and

WHEREAS, Rev. Gainey's church, Lily of the Valley MB Church, and his pastoral leadership have contributed to filling the food desert gap in this North St. Louis community of every Saturday for the last five years; and

WHEREAS, Rev. Gainey has demonstrated how to fulfill spiritual leadership. He lets his dedication and hard work reflect his ability to serve people. His presence in the community has left a mark on the hearts of all who encounter him, a mark that cannot be erased; and

WHEREAS, it is for the forgoing reasons that the honorary street naming. "Rev. Alfred Gainey, Jr. Way," is a fitting and deserved honor.

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

SECTION ONE. The honorary street name "Rev. Alfred Gainey, Jr Way" shall begin at the intersection of Astra Avenue and Riverview Boulevard and run north on Astra Avenue to the first intersection of Astra Avenue and Vivian Avenue.

SECTION TWO. Pursuant to **Ordinance Number 68937**, at least sixty percent of all registered voters and / or persons owning a business on Astra Avenue between the intersections of Astra Avenue and Riverview Boulevard and the first intersection of Astra Avenue and Vivian Avenue have signed a petition in support of this honorary street name.

SECTION THREE. Upon receipt of payment for manufacturing and installing the honorary street signs, the Director of Streets shall install the honorary the street signs, "Rev. Alfred Gainey, Jr Way" at the intersections of Astra Avenue and Riverview Boulevard and the first intersection of Astra Avenue and Vivian Avenue.

Summary
Board Bill Number 152
Introduced by Alderman Rasheen Aldridge
February 13, 2026

An Ordinance which amends certain sections of **Chapter 8 of the St. Louis Revised Codes** to streamline mobile food vendor operations.

BOARD BILL NUMBER 152 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE
COSPONSOR: PRESIDENT MEGAN GREEN

An Ordinance which amends certain sections of Chapter 8 of the St. Louis Revised Codes to streamline mobile food vendor operations, to amend distance requirements and operating hours in which mobile food vendors may operate, to establish a mobile food court pilot program within a certain radius within the City of St. Louis, establishing regulations for designated City Park days for mobile food vending, and amending vending districts.

WHEREAS, pursuant to Board Rule 61, the proposed amendments to Chapter 8 of the Revised Codes of the City of St. Louis are set out in the body of this bill, with additions marked in **boldface underline** and deletions marked with **[brackets and boldface strikethrough].**

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

SECTION ONE. Vending Districts Designated.

Section 8.108A.030 of the Revised Code of the City of St. Louis, is hereby amended to be read as follows:

A. "Citywide Vending District" shall mean the streets that are within or immediately adjacent to zoning districts, "F" through "L " as designated under Chap. 26.12, or their successor zoning districts.

A. ~~"Downtown Vending District" shall mean the area bounded by the east side of Fourth Street on the east, and the center lines of Cole Street on the north, Eighteenth Street on the west and Chouteau Street on the south.~~

B. "City Park Vending Districts" shall mean any area maintained by the Director of Parks, Recreation and Forestry.

C. "Wharf Vending District" as defined and regulated by Ordinance 61362, June 6, 1989.

D. ~~"Meramec Street Vending District" shall mean the area bounded by the west curb line of South Broadway south from the south curb line of Meramec Street to the southernmost part of the lot numbered 4257 South Broadway; and on and on Ohio Street from the south curb line of Meramec Street to the north curb line of South Broadway provided such vendors are licensed as provided herein. Licensed vendors in this district may sell agricultural products and flowers only.~~

E. ~~E.~~

F. ~~Reserved.~~

G. ~~F.~~

H. ~~"The Grand Boulevard Vending District" shall mean the area along Grand Boulevard from Natural Bridge Avenue to Interstate Highway 70.~~

I. ~~G.~~

J. ~~Reserved.~~

K. ~~H.~~

L. ~~Reserved.~~

M. ~~I.~~

N. ~~Reserved.~~

O. ~~**J.**~~

P. ~~**"Midtown Neighborhood Vending District" shall mean the area bounded by Chouteau Avenue on the south, Leffingwell Avenue on the east, Vandeventer Avenue on the west, and Delmar Boulevard and Olive Street via North Compton Avenue on the north.**~~

Q. ~~**K.**~~

R. ~~**"Tiffany Neighborhood Vending District" shall mean the area bounded by Chouteau Avenue on the north, Interstate 44 on the south, Grand Boulevard on the east and 39th Street on the west.**~~

S. ~~**L.**~~

T. ~~**"Covenant Blu/Grand Center Neighborhood Vending District" shall mean the area bounded by Dr. Martin L. King Drive to the north, North Compton Avenue to the east, Olive Street to the south, and North Vandeventer Avenue to the west.**~~

SECTION TWO. Applicability of Health Code—Inspection.

Section 8.108A.100 of the Revised Code of the City of St. Louis, is hereby amended to be read as follows:

All licensees must obtain a food permit and their employees shall be subject to and comply with all applicable requirements and standards for dispensing and purveying food contained in Title Eleven of the Revised Code, as amended, and rules and regulations promulgated thereunder

by the Health Commissioner. All food held, offered for sale, sold or given away by licensees shall be subject to and comply with all applicable requirements for such food of the Revised Code and the rules and regulations promulgated thereunder by the Health Commissioner.

SECTION THREE. Rules and regulations

Section 8.108A.150 of the Revised Code of the City of St. Louis, is hereby amended to be read as follows:

A. The business of sidewalk or vehicle vending shall only be permitted between the hours of 6:00 a.m. and 11PM.

B. No pushcart or other vehicle related to the operation of a vending business shall be located on any City sidewalk or other public way during non-vending hours, nor shall any such pushcart or other item be parked, stored or left overnight;

C. A licensed vendor may not block the passage of the public through a public area or interfere with access to ramps, curb cuts or other conveniences for individuals with disabilities. If a sufficient crowd gathers to transact business with a licensed vendor such that the passage of the public through a public area is blocked or that access to ramps, curb cuts or other conveniences for individuals with disabilities is blocked a police officer may disperse that portion of the crowd that is blocking the passage of the public.

D. A licensed vendor many not conduct a vending business in a public area so as to obstruct access to private property, except with the prior written consent of the owner or manager of the property.

E. The conduct and behavior of all licensed vendors shall comply in all respects with existing noise ordinances.

F. No licensed vendor shall conduct a vending business within 100 feet from another licensed vendor or an existing business which sells or offers for sale comparable goods or merchandise.

G. **During non-business hours of brick-and-mortars businesses, licensed vendors may operate within a 100-foot radius of brick-and-mortar businesses with written consent of the business unless exceptions are present.**

H. No licensed vendor shall conduct a vending business within 300 feet of a fair or festival unless such vendor has first obtained the written permission of the permit holder of the fair or festival and has been issued a festival vendor's license under the provisions of this chapter.

I. Licensed vendors shall keep the sidewalks, street and other spaces adjacent to their vending sites or locations clean and free of paper, peelings and refuse of any kind. All trash or debris accumulating within fifteen (15) feet of any vending stand shall be collected and disposed of by the vendor each day of operation.

J. Persons engaged in food or beverage vending shall affix to their pushcart a receptacle for litter that shall be maintained and emptied regularly and marked as being for litter.

K. Licensed vendors may not put refuse from the operation of their pushcart in or beside any public trash container or in any drain along or in the streets or sidewalks.

K. Licensed vendors may not leave their pushcart unattended at any time.

L. A pushcart shall not be motor powered. Nothing in this paragraph shall prohibit the transportation of a licensed vendor's pushcart to and from the licensed vendor's authorized location by a motor-powered vehicle.

M. **The Director of Streets shall create and annually update a map of vending zones within the City.**

N. **The Director of Streets shall create a portal for comments and or complaints regarding mobile food vendors and determine a revocation system.**

O. **The Director of Streets shall formulate any additional rules and regulations necessary for the proper administration of this chapter. Rules and regulations shall be maintained in the office of the Director of Streets and shall be available for public inspection during ordinary business hours.**

SECTION FOUR. Establishing a Mobile Food Court

A designated "Mobile Food Court" is hereby established that within the geographic area bound by 1200 to 1320 Market Street within the City of St. Louis. Mobile food Vendors within the boundaries of the Mobile Food Court may operate in accordance with the provisions set forth in this ordinance and any additional regulations established by the City.

SECTION FIVE. <u>Vending in City Parks</u>

It is hereby established that mobile food vendors are authorized to operate on Fridays in City Parks. The Parks Department shall designate in which City Parks mobile food vendors may operate, the times of operation of mobile food vendors in such designated City Parks, and publicly post such information on City webpages. The Parks Department shall create a portal for mobile food vendors to reserve time slots. Mobile Food Vendors may only register for one time slot each Friday, unless there are open slots on the Parks Department portal 48 hours in advance. The Parks Department shall open the registration portal seven days prior to each Friday. Mobile food vendors wishing to vend in parks must be registered and licensed with the City and in good standing. Food trucks shall adhere to all regulations as established in the ordinance and any additional prescribed by the Parks Department.

SECTION SIX. <u>Rules and regulations for Downtown Vending District</u>.

<u>Section 8.108A.300 of the Revised Code of the City of St. Louis, is hereby amended to be read as follows:</u>

~~[In addition to all other requirements of this chapter the following provisions shall apply to every vending business in the Downtown Vending District. The provisions of this section shall supersede any other provision of Chapter 8.108A of the City Code if such provisions are inconsistent.~~

A. ~~Every vending business in the Downtown Vending District must operate from a fixed location on a public sidewalk or public right-of-way, other than a~~

~~roadway except when licensed as a festival vendor under the provisions of this chapter.~~

B. ~~Vendors must apply for and obtain a permit to operate a vending business in the Downtown Vending District as provided in this section prior to obtaining a vendor's license. Vendor's permits shall be issued by the Director of Streets (the "Streets Director") for locations in the Downtown Vending District which are not within the City Parks Vending District, and by the Director of Parks, Recreation and Forestry (the "Parks Director") for locations in the Downtown Vending District which are within the City Parks Vending District.~~

C. ~~No person, partnership or corporation shall be issued more than two (2) vendor's permits for locations within the Downtown Vending District, including areas in the Downtown Vending District which are within the City Parks Vending District, at any one time. No vendor's permit may be issued for any location which is within one block of any part of the City Parks Vending District and outside such district.~~

D. ~~Vendors' permits in the Downtown Vending District shall be approved prior to issuance by the Board of Public Service. No such permit shall be approved unless it has been recommended by the Director of Streets, or in the case of locations within both the Downtown Vending District and the City Parks Vending District, by the Parks Director, who shall certify in their recommendation that prior to such recommendation such Director consulted~~

~~with the Partnership for Downtown St. Louis concerning the matter and complied with the requirements of Subsection F of this section. This subsection does not apply to permits regulated by Subsections H and I of this section.~~

E. ~~The minimum annual fee for a vendor's permit shall be $500.00; provided, this fee may be increased by the Board of Public Service, in its discretion, to an amount up to $1,000.00, after request of the Streets Director and the Parks Director, identifying increases in regulatory costs to the City justifying the proposed fee increases. All revenue derived from vendor's permit fees shall be held in the Downtown Vending District Parks Fund established by Ordinance No. 68603.~~

F. ~~When the Streets Director or the Parks Director determine that a vending permit should be issued for a location within the Downtown Vending District or for a location within part of the City Parks Vending District which is within the Downtown Vending District:~~

~~1. Such Director shall establish criteria, as follows:~~

~~a. Vending location;~~

~~b. Items to be sold, e.g. food, beverages, clothing;~~

~~c. Hours of vending;~~

~~d. Type of vending structure, ee.g. food cart; provided, the criteria shall expressly provide that no vending may be done from shopping carts;~~

~~e. Contribution to diversity of products available from vendors, and diversity of appearance of vendors' facilities, within the Downtown Vending District or within the City Parks Vending District within the Downtown Vending District;~~

~~2. Such Director shall issue a solicitation for permit applications, which shall:~~

~~a. Be published in two newspapers of general circulation in the metropolitan area and on the City's website for two weeks;~~

~~b. Identify the vending location;~~

~~c. State the criteria;~~

~~d. Request permit applications, which shall:~~

~~i. Require applicants to indicate whether they will pay the City sums above the minimum fee; ii. Require appropriate applicant identity information; iii. Require photographic and other information about the vending structure, e.g. food cart; iv. Contain detailed information about items to be sold and prices and suppliers;~~

~~v. Require additional information as deemed appropriate; and~~

~~e. State the due date for applications.~~

~~2. After receipt of permit applications, the Streets Director or the Parks Director, as applicable, shall rank the applications based on completeness, desirability of product, proposed payments to the City, suitability of vending structure for the location, and contribution to diversity of products available from vendors and diversity of appearance of vendors' facilities, within the Downtown Vending District or within part of the City Parks Vending District within the Downtown Vending District;~~

~~3. Such Director shall then consult with the Partnership for Downtown St. Louis concerning the matter;~~

~~4. Such Director may reject all applications and shall retain records of his or her proceedings.~~

~~G. A sidewalk vendor shall be required to operate a vending business a minimum of ninety (90) days per year for a minimum of four (4) hours per day. No pushcart or other item related to the operation of a vending business shall be located on any City sidewalk or other public areas during non-vending hours, nor shall any such pushcart or any other item be parked, stored or left overnight in the Downtown Vending District or in any part of the City Parks Vending District within the Downtown Vending District.~~

~~H. Vendor's permits issued pursuant to this section shall be valid for three (3) years beginning on January 1 following approval of an application and ending on the third subsequent December 31, subject to payment in advance of the annual vendor's permit fee by December 31; provided, the Streets Director or the Parks Director as applicable may recommend to the Board of Public Service by December 1 of each year during the term of a permit that the permit be revoked as of the subsequent December 31 for noncompliance with this section or applicable regulations or failure to maintain a vendor's license. Following the expiration or revocation of a license, the applicable director may initiate a new solicitation process, if he or she believes continued vending at the location is in the City's interests.~~

~~I. Notwithstanding the provisions of this section, no person shall be permitted to vend on any public sidewalk or within any public right-of-way within the following-described area (also depicted in the diagram attached to Ordinance No. 68603 as Exhibit A) in the Downtown Vending District, which includes the area known as the South Downtown Project Area as defined in Ordinance 65668, unless such person is a designated redeveloper for the South Downtown Project Area or has entered into a valid vending agreement with a designated redeveloper for the South Downtown Project Area and such person has otherwise complied with all requirements of this section and Ordinance 65061: 1 A tract of land being located in all of Blocks 6465, 6466, 6467, 106, 6509,~~

~~1409, 160, 161, 162, 147, and 148 and part of Blocks 188, 425, 417, 418, 419, and 422 of the City of St. Louis, Missouri being more particularly described as follows:~~

~~2 Beginning at the intersection of the Easterly line of former 9th Street vacated by Ordinance No. 9191 and the Southerly line of Walnut Street, thence along the easterly line of former 9th Street and its direct prolongation Southerly to the Northern Line of Gratiot Street, thence along last said Northerly line to the~~

~~Westerly line of 4th Street, thence along last said Westerly Line to the Southerly~~

~~line of Walnut Street, thence along last said Southerly line to the Easterly line of former 9th Street, and the Point of Beginning.~~

~~J. Notwithstanding the provisions of this section, no person shall be permitted to vend on any public sidewalk or within any public right-of-way within the following-described area (also depicted in the diagram attached to 69096 as Exhibit A) in the Downtown Vending District, unless such person has entered into valid vending agreements with the Convention and Visitors Commission:~~

~~1 The area bounded as follows: Beginning at the intersection of the line created 100 feet West of Ninth Street and 100 feet North of Cole Street, thence East along such 100-foot North line of Cole Street to its intersection with the West right-of-way line of I-70, thence South along such West right-of-way line of I-70 to its intersection with the line created 100 feet South of Washington Avenue, thence West along such 100-foot South line of Washington Avenue, to its intersection with the 100-foot West line of 9th Street, thence North along such 100-foot West line of 9th Street to its point of beginning.]~~

BOARD BILL NUMBER 152
FISCAL NOTE

Board Bill No. 152

Preparer's Name *Cheryl Campbell*

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

Bill Sponsor *Alderman Rasheen Aldridge*

Bill Synopsis:	*This ordinance amends portions of Chapter 8 of the Revised Code of the City of St. Louis relating to mobile food vending operations. The bill modifies vending district definitions, operating distances, and hours of operation; establishes a mobile food court pilot program; authorizes mobile food vending in designated City parks; and assigns administrative responsibilities to City departments including mapping, permitting coordination, regulatory oversight, and creation of public-facing vendor and comment portals. The bill also maintains provisions governing vendor permit fees.*
Type of Impact:	*Potential Cost / Potential Revenue — Indeterminate*
Agencies Affected:	*Department of Streets;* *Department of Parks, Recreation & Forestry;* *Board of Public Service;* *License Collector;* *Information Technology Services Agency (administrative support potential);* *Health Department (oversight related to food permitting compliance).*

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? __X__ Yes ___ 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 assigns administrative responsibilities to City departments including development and maintenance of vending zone maps, management of vendor participation in parks, operation of reservation and comment portals, and oversight of a mobile food court pilot program. These functions may require staff time or operational support. Estimated costs cannot be determined at this time and would depend on departmental implementation.

- 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:

Administrative oversight of vending and permitting already exists within City operations. The proposed mobile food court pilot and park vending coordination would expand responsibilities within existing departmental structures rather than establish standalone entities.

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

Operational impacts may include administrative staffing time, system configuration or support for reservation and comment portals, and regulatory oversight. Vendor permit fees authorized under the ordinance may generate revenue directed to the Downtown Vending District Parks Fund; however, participation levels and associated costs 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	*Indeterminate*	*Indeterminate*	*Indeterminate*
Additional Revenue	*None Identified*	*None Identified*	*None Identified*
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 assumes implementation within existing departmental structures without specified staffing levels, technology scope, or participation discoverability at the time of preparation. Fiscal impacts are therefore presented as indeterminate pending departmental execution.

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

Board Bill language as introduced
Review of Chapter 8 administrative responsibilities
Standard fiscal note preparation practices

- 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 163
Introduced by Alderwoman Alisha Sonnier
February 13, 2026

An ordinance approving the Petition for Creation, Extension Renewal and Establishment of the South Grand Community Improvement District (the "CID") pursuant to Section 67.1421(5) R.S.Mo. to authorize the CID to continue to provide services, construct improvements, and carry out other functions as set forth in such Petition, to impose special assessments upon real property within the CID boundaries to provide funds to accomplish any power, duty or purpose of the CID, and to receive the services and benefits all as set forth in the Petition; and containing severability, and emergency clauses.

BOARD BILL NUMBER 163 INTRODUCED BY ALDERWOMAN ALISHA SONNIER
CO-SPONSORS: ALDERMAN DANIELA VELAZQUEZ

An ordinance approving the Petition of owners of real property seeking the creation, extension, renewal and establishment of the "South Grand Community Improvement District," finding a public purpose for the creation, extension, renewal and establishment of the South Grand Community Improvement District; and containing a severability clause and an emergency clause.

WHEREAS, Mo. Rev. Stat. § 67.1401 et seq. (the "Act") authorizes the Board of Aldermen to approve the petition of property owners to establish a Community Improvement District; and

WHEREAS, in 2006, certain property owners or authorized representatives of the owners of more than 50% by assessed value and per capita located within the proposed boundaries of the South Grand Community Improvement District requested the establishment of the South Grand Community Improvement District; and

WHEREAS, the Board of Aldermen on July 21, 2006 adopted and on September 1, 2006, the Mayor approved Ordinance 67222 which authorized the establishment of the South Grand Community Improvement District for a term ending December 31, 2026; and

WHEREAS, certain property owners within the South Grand Community Improvement District wish to extend its term; and

WHEREAS, the Act does not contain a provision for the extension of an existing Community Improvement District; and

WHEREAS, a petition (the "Petition") has been signed by certain property owners or authorized representatives of the owners of more than 50% by assessed value and per capita (the "Property Owners") within the South Grand Community Improvement District requesting the creation, extension, renewal and establishment of the South Grand Community Improvement District to continue to be known as the South Grand Community Improvement District as of the effective date of this ordinance; and

WHEREAS, the Petition has been filed with the Register of the City; and

WHEREAS, the Register of the City reviewed and determined that the Petition substantially complies with the requirements of the Act; and

WHEREAS, the Board of Aldermen did introduce Board Bill No. _____ declaring its intention to create, extend, renew and establish the South Grand Community Improvement District and calling for a public hearing on the matter; and

WHEREAS, a public hearing, duly noticed and conducted as required by and in accordance with the Act, to approve the Petition was held at [___] a.m. on _____, 2026, [___] by the Board of Aldermen, and said Petition was approved by Resolution of the Board of Aldermen; and

WHEREAS, this Board of Aldermen hereby finds that the adoption of this ordinance is in the public interest of the City; that the creation, extension, renewal and establishment of the South Grand Community Improvement District is a public purpose; and that the property owners, residents and persons engaging in business or visiting the South Grand neighborhood, and the public in general will benefit by the creation, extension, renewal and establishment of said Community Improvement District.

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

SECTION ONE.

(a) A Community Improvement District, in the form of a political subdivision of the State of Missouri, to be known as the "South Grand Community Improvement District"

(hereinafter referred to as the "District"), is hereby created, extended, renewed, and established under the Act to provide services, construct improvements, impose special assessments, and carry out other functions as set forth in the Petition, and to receive the services and benefits all as set forth in the Petition attached hereto as Appendix A and made a part hereof.

(b) The District boundaries are set forth on the map in the Petition set forth as Appendix A and the Legal Description set forth in Exhibit A, and are made a part of this Ordinance.

SECTION TWO.

(a) The District is authorized by the Petition, and in accordance with the Act, to impose a tax upon retail sales within the District to provide funds to accomplish any power, duty, or purpose of the District.

(b) The District is authorized by the Petition in accordance with the Act to use any one or more of the tax upon retail sales, assessments upon real property, or other funding methods specifically authorized by the Act and the Petition to provide funds to accomplish any power, duty or purpose of the District.

(c) The District is authorized by the Act to establish different classes of real property within the District for purposes of special assessments. The levy rate for special assessments may vary for each class or subclass based on the level of benefit derived from services or improvements funded, provided, or caused to be provided by the District.

(d) The District is authorized by the Act to assess and collect an assessment based upon an annual calculation of lot gross square footage and building gross square footage above the first floor.

(e) (i) The District, when approved by the Board of Aldermen, is authorized by the Act and by the Petition, when approved by the District, to assess and collect annual assessments against each tract, lot or parcel of real property in an amount calculated effective January 1, 2027 not to exceed $0.3187 per lot square foot, $0.4977, per first floor square foot, and $0.3178 per each upper floor square foot; and further provided that each assessment may be annually increased by the amount reflected by the Consumer Price Index ("CPI"), but in no case will the annual increase due to the CPI increases be less than two percent (2%) and no more than five percent (5%).

(ii) Such special assessments shall be levied annually in advance beginning in 2027 so that funds will be available for operations on January 1, 2027, and thereafter during the term of the District.

(iii) Such special assessments levied and collected by the District represent the costs of the services and improvements described in the Petition to each Property Owner within the District. Each property owner's special assessment shall represent that Property Owner's share of the benefit and the cost of such services and improvements.

SECTION THREE.

(a) The District is authorized by the Act, at any time, 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 of any combination of the revenues of the District 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 District, and if issued by the District, shall bear such date or dates, and shall mature at such time or times, but not more than 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 District shall determine subject to the provisions of Mo. Rev. Stat. § 108.170. The District is also authorized to issue such obligations to refund, in whole or in part, obligations previously issued by the District.

SECTION FOUR.

(a) Pursuant to the Act, the fiscal year for the District shall begin on July 1.

(b) Pursuant to the Act and no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, the District shall by resolution of the District's board, submit to the Missouri Department of Revenue, the state auditor, the City Register, and the Board of Aldermen, a proposed annual budget for the District, setting forth expected expenditures, revenues, and rates of assessments, if any, 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 60 days prior to the first day of the relevant fiscal year; such comments shall not constitute requirements but shall only be recommendations.

(c) Pursuant to the Act, the District shall hold an annual meeting for the District and adopt an annual budget no later than 30 days prior to the first day of each fiscal year.

(d) Within 120 days after the end of each fiscal year, the District shall submit a report to the Register of the City, the Missouri Department of Revenue, the state auditor, and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the board of the District 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.

SECTION FIVE.

(a) The District is authorized by the Act to use the funds of the District for any of the improvements and activities authorized by the Act.

(b) Pursuant to the Petition, the Board of Directors of the District is authorized to appropriate and pay over any remaining sums from the tax upon retail sales or the levy of special assessments on properties located within the District pursuant to the Petition approved by Ordinance 67222, authorizing the creation, extension, renewal and establishment of the current District.

(c) Pursuant to the Act, the District shall have all the powers necessary to carry out and effectuate the purposes as set forth in the Act.

(d) The term for the existence of the District will begin on the effective date of this ordinance and will end on December 31, 2046.

SECTION SIX. The Board of Aldermen hereby finds that the use of the proceeds of the special assessments as provided in the Petition will serve a public purpose by remediating blight and encouraging the redevelopment of real property within the District.

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

SECTION EIGHT.

(a) The Register shall report in writing the creation of the District to the Missouri Department of Economic Development.

(b) The Board of Directors of the District shall, as soon as practicable following the approval of this ordinance by the Mayor, submit the following information to the Missouri Department of Revenue and state auditor: a description of the boundaries of the District as

well as the rate of property tax or sales tax levied in the District; any amendments made to the boundaries of the District or the tax rates levied in the District; and the date on which the District is to expire unless earlier terminated.

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

Board Bill Number 163

Exhibit A

District Legal Description

Commencing at the southwest corner of Grand Boulevard and Arsenal Street (CITY BLOCK 2102) thence westwardly one hundred one (101) feet, thence southwardly on hundred thirty five (135) feet to the southwest corner of Parcel 2501, thence southwardly crossing an alley approximately 15 feet in width, thence westwardly sixty (60) feet, thence southwardly 144 feet to the northern curbline of Hartford Street (encompassing the westernmost boundary lines of Parcels 2501, 2601, 2700, 2800, 2900 and 3000 of City Block 2102);

Thence southwardly approximately sixty (60) feet to the southern curbline of Hartford Street (CITY BLOCK 2101) thence westwardly nine (9) feet ten (10) inches to the western boundary of an alley, thence southwardly one hundred twenty (120) feet to the northern line of an alley, thence southwardly approximately fifteen (15) to the southern boundary of alley, thence eastwardly sixty-one (61) feet six (6) inches to a point thence southwardly one hundred twenty-five (125 feet) to the northern curbline of Juniata Street (includes Parcels 2606-07, 2706-07, 2800, 2900, and 3006-07 of City Block 2101);

Thence southwardly approximately sixty (60) feet to the southern curbline of Juniata Street (CITY BLOCK 2100) thence westwardly approximately fifty (50) feet to the westernmost line of an alley thence southwardly two hundred sixty-nine (269) feet six (6) inches to the northern curbline of Connecticut (includes Parcels 2506-07, 2606-07, 2700, 2806-07, 3006-07, 3106-07 of City Block 2100);

Thence southwardly approximately 60 feet to the southern curbline of Connecticut (CITY BLOCK 2099); thence eastwardly approximately one hundred (100) feet to a point, thence southwardly one hundred eleven (111) feet to a point, thence westwardly approximately 100 feet to the easternmost line of an alley, thence southwardly one hundred (100) feet to a point, thence eastwardly sixty-five (65) feet to a point thence southwardly sixty (60) feet to the

northern curbline of Wyoming Street thence westwardly approximately twenty (20) feet to a point (includes Parcels 2800, 2906-07 and a portion of Parcel 2706-07 of City Block 2099);

Thence southwardly approximately sixty (60) feet to the southern curbline of Wyoming Street (CITY BLOCK 2098); thence eastwardly approximately seventy (70) feet to the north-westernmost corner of Parcel 2806-07 of City Block 2098, thence southwardly one hundred twenty-eight (128) feet to an alley approximately fifteen (15) feet wide, thence eastwardly twenty-one (21) feet ten (10) inches, thence southwardly one hundred twenty eight (128) feet to the northern curbline of Humphrey Street (includes Parcels 2806-07, 2861-71, 2900 and 3006-07 of City Block 2098);

Thence southwardly approximately sixty (60) feet to the southern curbline of Humphrey Street (CITY BLOCK 2097), thence westwardly twelve (12) feet four and one-half (4-1/2) inches to the westernmost boundary of Parcel 2900 thence southwardly one hundred twenty five (125) feet to the northern line of an alley, thence approximately fifteen (15) feet to the southern line of the alley, thence eastwardly seventeen (17) feet five and one half (5-1/2) inches to a the westernmost boundary of Parcel 3000 (includes Parcels 2900 and 3000 of City Block 2097), thence southwardly one hundred thirty-one (131) feet two and one half (2-1/2) inches to the northern curbline of Utah Place;

Thence southwardly approximately three hundred thirty-five (335) feet to the northern curbline of McDonald Avenue (includes Parcels 2000, 2100, 2200, 2250, 2300, 2400 and 2500 of City Block 2095), thence eastwardly approximately eighty-six (86) feet nine (9) inches to the western curbline of Grand Boulevard, thence eastwardly 80 feet to the eastern curbline of Grand Boulevard;

Thence northwardly approximately one hundred forty (140) feet to the southeastern corner curbline of Grand Boulevard and McKean Avenue (CITY BLOCK 1495), thence eastwardly

approximately three hundred (300) feet to an alley, thence northwardly two hundred seventy (270) feet to the southern curbline of Utah Street (includes parcels 0110, 1300, 1400, 1500, 1600, and 1700 of City Block 1495);

Thence northwardly approximately sixty (60) feet to the northern curbline of Utah Street (CITY BLOCK 1489), thence westwardly approximately two hundred twenty-eight (228) feet to City Block 1489, the southeast corner of parcel 2700; thence northwardly one hundred twenty-seven (127) feet nine and one half (9-1/2) inches to the southern line of an alley, thence northwardly approximately fifteen (15) feet to the northern line of alley, thence westwardly approximately eighteen (18) feet to the southeast corner of parcel 3006-07 (includes parcels 2700 and 3006-07 of City Block 1489), thence northwardly one hundred twenty-six (126) feet six (6) inches to the southern curbline of Humphrey Street;

Thence northwardly approximately sixty (60) feet to the northern curbline of Humphrey Street (CITY BLOCK 1488), thence westwardly three (3) feet nine (9) inches to the southeast corner of Parcel 2806-07, thence northwardly one hundred twenty-seven (127) feet seven and one fourth (7-1/4) inches to the southern line of an alley, thence northwardly approximately fifteen (15) feet to the northern line of alley, thence westwardly seven and three-fourths (7-3/4) inches to the southeastern corner of Parcel 0106-07, thence northwardly one hundred twenty-seven (127) feet six (6) inches to the southern curbline of Wyoming Street (includes Parcels 0106-07 and 2806-07);

Thence northwardly approximately sixty (60) feet to the northern curbline of Wyoming Street (CITY BLOCK 1485), thence eastwardly twenty-four (24) feet six (6) inches to the southeastern corner of City Block 1484, Parcel 2807, thence northwardly one hundred twenty-seven (127) feet one-fourth (1/4) inches to the southern line of an alley, thence northwardly approximately fifteen (15) feet to the northern line of alley, thence one hundred twenty-seven (127) feet seven and one quarter (7-1/4) inches to the southern curbline of Connecticut Street (includes Parcels 2806-07 and 0100);

Thence northwardly approximately sixty (60) feet to the northern curbline of Connecticut (CITY BLOCK 1484), thence eastwardly thirty-nine (39) feet seven and one-quarter (7-1/4) inches to the southeast corner of City Block 1484 parcel 2700; thence northwardly one hundred twenty-four (124) feet three (3) inches to the southern line of an alley, thence northwardly approximately fifteen (15) feet to the northern line of alley, thence northwardly approximately one hundred thirty-five (135) feet nine and one-fourth (9-1/4) inches to the southern curbline of Juniata Street (includes Parcels 0100 and 2700 of City Block 1484);

Thence northwardly approximately sixty (60) feet to the northern curbline of Juniata Street (CITY BLOCK 1463), thence eastwardly four hundred forty-seven (447) feet to the southeastern corner of Parcel 1000, thence northwardly one hundred twenty-five (125) feet to the southern line of an alley, thence northwardly twenty-five (25) feet to the northern line of alley, thence eastwardly approximately one hundred thirty-one (131) feet four (4) inches to the western curbline of Arkansas Street, thence northwardly one hundred eighteen and seventy-one hundredths (118.71) feet to the southern curbline of Hartford Street (includes Parcels 0100, 1000, 1600, and 1700 of City Block 1463);

Thence northwardly approximately sixty (60) feet to the southern curbline of Hartford Street (CITY BLOCK 1462), thence westwardly approximately three hundred thirty (330) feet to the southeastern corner of Parcel 2800, thence northwardly one hundred twenty (120) feet to the southern line of an alley, thence northwardly approximately twenty-five (25) feet to the northern line of alley, thence eastwardly seven (7) feet to the southeastern corner of Parcel 500, thence northwardly one hundred twenty-two (122) feet eight and one half inches (8-1/2) inches to the southern curbline of Arsenal Street (includes Parcels 0100, 0400, 0500, 2700, 2800, 3000, 3001-02 of City Block 1462).

Thence northwardly approximately sixty (60) feet to the northern curbline of Arsenal Street (CITY BLOCK 1460), thence eastwardly twenty and seventeen hundredths (20.17) feet to

the southern line of an alley, thence eastwardly 1818.67 feet to the southeastern corner of parcel 3006-07, thence northwardly 45 feet to the northeastern corner of parcel 3006-07, thence southwardly 175.10 feet to the southern curbline of Arsenal Street (includes Parcels 900-01 and 3006-07);

Thence westwardly sixty (60 feet to the southern curbline of Arsenal Street, thence westwardly approximately ten (10) feet to the southeast corner of parcel 2900, thence northwardly sixty (67) eight (8) inches to an alley, thence westwardly approximately seventy-six (76) feet to a point, thence northwardly fifteen (15) feet to the southwestern corner of parcel 3006-3007, thence northwardly forty-five (45) feet, thence westwardly fifty-one (51) feet six (6) inches, thence southwardly one hundred twenty-seven and eight tenths (127.8) feet to the southwestern corner of parcel 2900, thence southwestwardly approximately ninety (90) feet to the point of beginning at the southwestern corner of Grand Boulevard and Arsenal Street (CITY BLOCK 2102).

South Grand Community Improvement District

Map

Exhibit B

South Grand Community Improvement District

District Management Plan

Section 1

What is the South Grand Community Improvement District and What Has it Accomplished?

The South Grand Community Improvement (the "District") was organized under legislation in 2001. Owners of real property located within the District boundaries voted upon and approved an assessment on their own properties. The property owners within the District elected a Board of Directors which determine how this self-help organization provide enhanced services, improvement and activities, such as public safety, maintenance and economic development, in addition to those services provided by local government.

Some of the advantages of a Community Improvement District ("CID") are:

1. A consistent source of funds to improve the South Grand District to attract new investment and users.

2. The District offers management of a self-directed work plan based upon a long-term plan, with direct accountability to those who are paying into the District.

3. The District provides the financial resources to develop and implement a South Grand-focused strategy that works to reduce building vacancies and attract new businesses to the District.

Section 2

Why Renew the South Grand Community Improvement District?

In 2006, the District property owners agreed to amend the existing petition establishing the South Grand Community Improvement District. The purpose of the new District was to provide public space management in the form of public safety and maintenance, capital improvement enhancements, economic development and staff to oversee District projects. The focus of the District moving forward is to provide consistent funding, management and accountability for District efforts which shall include expanded (1) public space management in the form of public safety and maintenance; (2) capital improvements with a primary focus on adequate parking, maintenance of the public parking lot and event space along with providing uplighting to the buildings and façade grant assistance within the District; (3) economic development services.

This focus will be furthered by the renewal of the CID. The notable components of which include:

1. Term: The proposed term of the renewal of South Grand Community Improvement District authorizing legislation is twenty years.

2. Increase resources by a sales and use tax not to exceed $0.01 per taxable sales dollar. This tax will, in effect, be a "user's fee" paid by South Grand customers and visitors.

Section 3

Management Plan summary

Developed by property owners, The South Grand Community Improvement District Management Plan is proposed to improve and convey special benefits to properties located within the boundaries of the CID. The District will provide enhanced improvements and activities, including maintenance, public safety, public space improvements and economic development, above and beyond those currently provided by the City of Saint Louis.

Location:

Portions of approximately fifteen (15) blocks of South Grand Blvd. an area defined in Exhibit A of the Petition and Section 4 of this plan. (see map on page 4 of Exhibit A).

Value of District:

The total assessed value of the properties within the proposed District is $5,429,870. Much of this may be attributed to the existence of the CID and the improvements which have followed.

Improvements, Activities, Services to be provided within the District boundaries along the public right of way:

Public Space Improvement Programs which may include, but will not be limited to, the following projects.

A. Enhanced Public Safety Programs:

Bike, foot, and/or motorized patrols which may include, but not be limited to, off-duty St. Louis Metropolitan Police officers, security guards, and/or non-security staff as District guides who

will serve as added presence along the public right of way. This will be augmented by Exterior Camera Grant Program.

B. **Enhanced Maintenance Programs**

- Street, Ritz Park, and Parking Lot Cleaning
- Graffiti, Poster, and Handbill Removal
- Sidewalk & Street Furniture Cleaning
- Weed Control
- Trash Removal
- Landscaping (trees, flowers, plants, shrubs, etc.).
- Landscape Maintenance
- Irrigation Maintenance
- Tree Trimming
- Infrastructure repairs/ironwork

C. Capital Improvements

- Public Art
- South Grand Parking Lot Maintenance
- South Grand Ritz Park loan and maintenance
- Signage/Wayfinding
- Lighting
- Shade Structure for Ritz Park
- Business Improvement Grant Program

D. Economic Development/Communications

- Market Based Business Recruitment

- Communication & Image Marketing Materials/Advertisement
- Public and Media Relations
- Professional Services
- Special Events
- Website

Method of Financing:

Special assessments will be levied in advance beginning in 2027, so funds will be available for operations on January 1, 2028. Beginning in 2027, assessments will be levied upon real property, including buildings on real property that benefit from the improvements and activities. CID assessments are paid at the same time as local property tax and will begin with the property tax payment in the Fall of 2027.

The sales and use tax will be applied against taxable retail sales within the boundaries of the District at a rate not to exceed one percent (1%) (but more specifically addressed below). The sales and use tax will be implemented following approval by the Board of Directors and after a separate sales and use tax election amongst the qualified voters in the District.

Budget:

The anticipated District assessment income budget for the 2027 year of operation is $255,000, annually, from the real property assessment.

The District proposes to continue an initial sales and use tax ½ of $0.01 per taxable sales dollar. Based upon estimated annual District sales of $33 million, the projected sales and use tax income will generate funds in the approximate amount of $165,000 per year.

Assessments:

Annual assessments are based upon an allocation of specific program costs and a calculation of assessable square footage: Three property assessment variables, lot square footage, first calculation of assessable square footage.

Assessments in 2027 will not exceed the rate listed below:

Lot Square Footage	$0.3187
First Floor Footage	$0.4977
Upper Floor Footage	$0.3178

City Services:

The Community Improvement District Act mandates the existing City services will continue to be provided within a CID District at the same level as before the CID was created (unless services are decreased throughout the City) and the CID services shall be in addition to existing City services.

District Renewal:

CID renewal requires submission of signed petitions from a group of property owners whom both:

1. Collectively own more than fifty percent by assessed value of the real property within the District, and

2. Represent more than fifty percent per capita of all owners of real property within the District.

Governance:

The District's budgets and policies will be refined annually, within the limitations set forth in the District management plan, by the District's Board of Directors.

The South Grand Community Improvement District, a political subdivision, will implement the improvements and activities defined by the District Management Plan.

Budgets and work plans will be made available annually to the CID property owners, business owners, and residents, and the City of Saint Louis, for review and comments.

Section 4

South Grand Community Improvement District Boundaries

An approximate fifteen (15) block area has been identified for the South Grand Community Improvement District. District boundaries are identified by the map and legal description in Exhibit A of this report.

District Boundaries

The District boundaries are generally described as the property on both sides of South Grand Boulevard from Utah Place north to Arsenal Street as identified by the map and legal description in Exhibit A of this report.

The specific boundaries of the South Grand Community Improvement District are also shown upon the map included in Exhibit A. Legal descriptions of all individual properties included in the South Grand Community Improvement District are outlined in Exhibit D shall govern and control in the event there is any conflict.

Section 5

Programs and Services to be provided

Process to Establish the Improvement and Activity Plan

Through a series of individual meetings, focus group meetings, and CID Steering Committee meetings beginning in (October) 2025, continuing through (December) 2025, South Grand stakeholders collectively determined the priority for improvements and activities to be delivered by the CID. The primary needs as determined by the stakeholders were: Public Space Management, which consists of public safety programs, maintenance programs and public space improvement programs. A second primary need was capital improvement; the third primary need was economic development.

Public Space Management

1. Enhanced Public Safety

The South Grand public safety program mission is to support the police department, property owners and tenants in overall crime prevention efforts and reduction in neighborhood street disorder, while offering a customer service orientation to pedestrians. The security program is designed to be applied evenly throughout the CID and may include but shall not be limited to the following.

Integration with Existing Police Departments

The South Grand public safety program will work closely with the St. Louis Metropolitan Police Department (“SLMPD”) to integrate the South Grand program with that of the SLMPD . For example, the support of PTZ and LPR cameras to be provided on City Infrastructure, and a Memorandum of Understanding or some similar document, to be signed giving the viewing rights to the SLMPD.

Exterior Camera Grant Program

The District will provide assistance to property and/or business owners to place exterior cameras on their building(s).

District Patrols

District Patrols deter unsuitable public behavior. Their presence increases the perception of public safety and deters criminal activity. While the service does not completely prevent crimes, the patrol also provides the general public with goodwill gestures, such as helping lost persons. The Patrols also assist with traffic control in the event of accidents, fires, or unusual occurrences, such as reckless driving.

2. Enhanced Maintenance

To effectively deal with the many maintenance issues in South Grand, multi-dimensional approach has been developed, including but not limited to the following elements.

Street and Sidewalk Maintenance

Workforce clears litter, debris and refuse from sidewalks, streets and gutters of the district.

South Grand Parking Lot and Ritz Park Maintenance

Snow removal, upkeep of seal and stripe of the parking lot, maintenance to the fountain and hardscapes of the Ritz Park.

Graffiti, Posted Notices and Handbill Removal

The District maintains a zero tolerance of graffiti and posted notices policy, removing them as soon as possible

Trash Collection:

Trash, litter, debris, and refuse will be removed from sidewalks and public right of way by a means determined by the District, including but not limited to private contractors and/or District employees.

Weed Control

Weed growth within the public right of way will be controlled by appropriate means

Landscaping

Mowing of grass, maintenance and upkeep of native plants, tree trimming, and irrigation system maintenance and repairs as well as backflow maintenance and repairs.

Ironwork

Maintenance of ironwork around plantings, bike racks, and benches. The District is also evaluating decorative street lighting.

Maintenance Problems Requiring Third Party Intervention

Problems that create blighted or unsafe conditions in the CID but are outside of the jurisdiction of the District for repair. Requests are made to the party responsible for repairs. Types of problems included blocked or damaged sewers or drains, damaged sidewalks/streets/alleys, non-operating streetlights, damaged or missing street signs, damage to trees within public right of way, etc.

3. Capital Improvements

A program of improvements developed and implemented over the twenty-year life of the District which may include but will not be limited to the following:

- Public Art
- Landscaping (trees, flowering plants, shrubs, etc.)
- Signage/Wayfinding
- Maintenance of Parking lot: seal and stripe, lighting, cameras
- Maintenance of Ritz Park: fountain, lighting, benches
- Uplighting
- Shade Structure for Ritz Park
- Business Improvement Grant Program

4. Economic Development

Marketing

- South Grand Brochure
- Tours
- Public and Media Relations

- Branding of District
- Special Events
- Advertisements of Events
- Professional Services
- Website

Business Development

District staff will offer support and consultation to the efforts of individual property owners and their brokers to attract and retain tenants.

District staff will endeavor to support these efforts where possible using a combination of data the district has access to, as well as the network accessible by both staff and board members.

The district may also offer its online presence as an avenue to help property owners attract new tenants

5. Advocacy and Administration

Management Personnel

District services are delivered daily and require full-time administration/ management staff to manage the District improvements and activities. The staff will be responsible for representing the property owners before public agencies and advocating on behalf of the CID business and property owners. Additional staff responsibilities may include but shall not be limited to research, write and submit for consideration, funding proposals to benefit the District.

Section 6

Operating budget Summary

2027 Operating Budget Summary

The summary of the 2027 operating budget for the District is provided on the following pages. The total assessment and sales and use tax income budget for improvements and activities 2027 is projected at $255,500 assessments and $165,000 in sales and use tax.

Administration **$150,000**

Daily management of District programs and activities, including but not limited to labor, office rent, insurance, utilities, supplies, etc.

Capital Improvements **$74,000**

The Capital Improvements effort will continue to enhance the parking availability and streetscape features as well as maintain the District's outdoor event space, historic lighting, and Business Improvement Grant Program as detailed in Section 5.

Economic Development **$35,000**

Marketing and Business Development with the support of professional services, events, and website support and design.

Public Space Management

Enhanced Security Programs **$37,500**

The public safety programs are designed to improve both the reality and perception of safety in South Grand as detailed in Section 5.

Enhanced Maintenance **$123,500**

The maintenance programs will clean the District via the services as detailed in Section 5.

South Grand Community Improvement District

Expense Budget

	Income		
	43% From Assessments	**24% from Sales & Use Tax**	**Total**
	$110,000	**$40,000**	**$150,000**
Administration			
Personnel & Related		$110,000	
Insurance		$10,000	

Meetings	$1500
Membership/Annual Reg/Conference	$1,000
Rent	$6600
Supplies/Utilities/Software	$4050
Legal	$1,000
Accounting	$13,750
IT	$2100
Total Administration	**$150,000**

Income

	10% From Assessments	30% from Sales & Use Tax	Total
	$25,000	**$49,000**	**$74,000**

Capital Improvements

Parking Lot Maintenance	$7,500
Historical Lighting	$25,000
Pocket Park Loan and Maintenance	$20,000
Business Improvement Grant Program	$20,000
Utilities-Electrical Ritz Park and Parking Lot	$1,500
Total Capital Improvements	**$74,000**

Income

	2% From Assessments	18% from Sales & Use Tax	Total
	$5,500	**$29,500**	**$35,000**

Economic Development

Professional Services	$29,500
Events	$2,500
Website Maintenance	$3,000
Total Economic Development	**$35,000**

Income

	45% From Assessments	28% from Sales & Use Tax	Total
	$113,500	**$47,500**	**$161,000**

Public Space Management

Public Safety

Camera Program	$7,500
Patrol	$30,000
Subtotal Public Safety	**$37,500**

Maintenance

Landscaping/Irrigation System	$72,000
Snow Removal	$10,000
Daily Cleaning, Public Right of Way	$41,500
Subtotal Maintenance	**$123,500**

Total Public Space Management	**$161,000**

Twenty Year Operation Budget

The following projected twenty-year operation budget for the District is based upon a 2% CPI increase annually.

Revenues for specific categories of programs, such as public space management, economic development and administration may be reallocated from year to year to meet District's needs.

South Grand Community Improvement District

Twenty-Year Operation Budget

Revenues for specific categories or programs, such as public space management, economic development and administration may be reallocated from year-to-year to meet the needs of the District.

Initial Year (2027)	Assessment Income	$255,000
	Tax Income	$165,000
	Total Income	**$420,000**

The twenty-year operation budget follows in five-year increments.

Category	**2027**	**2028**	**2029**	**2030**	**2031**
	Administration: 43% of assessments + 24% of sales and use tax				
Assessment Income	130,000.00	132,600.00	135,252.00	137,957.04	140,716.18
Sales and Use Tax	20,000.00	20,400.00	20,808.00	21,224.16	21,648.64
Administration Total	150,000.00	153,000.00	156,060.00	159,181.20	162,364.82

	Capital Improvements: 10% of assessments + 30% of sales and use tax				
Assessment Income	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
Sales and Use Tax	64,000.00	65,280.00	66,585.60	67,917.31	69,275.66
Capital Improvements Total	74,000.00	75,480.00	76,989.60	78,529.39	80,099.98
	Economic Development: 2% of assessments + 18% of sales and use tax				
Assessment Income	18,000.00	18,360.00	18,727.20	19,101.74	19,483.78
Sales and Use Tax	17,000.00	17,340.00	17,686.80	18,040.54	18,401.35
Economic Development Total	35,000.00	35,700.00	36,414.00	37,142.28	37,885.13
	Public Space Management: 45% of assessments +28% sales and us tax				
Assessment Income	97,000.00	98,940.00	100,918.80	102,937.18	104,995.92
Sales and Use Tax	64,000.00	65,280.00	66,585.60	67,917.31	69,275.66
Public Space Management Total	161,000.00	164,220.00	167,504.40	170,854.49	174,271.58
Total Assessment Income	255,000.00	260,100.00	265,302.00	270,608.04	276,020.20

Total Sales and Use Tax Income	165,000.00	168,300.00	171,666.00	175,099.32	178,601.31
Total Budget, (2027-2031)	**420,000.00**	**428,400.00**	**436,968.00**	**445,707.36**	**454,621.51**

	2032	2033	2034	2035	2036
	ation: 43% of assessments + 24% of sales and use tax				
Assessment Income	143,531.00	146,401.62	149,329.65	152,316.25	155,362.57
Sales and Use Tax	22,082.00	22,523.64	22,974.11	23,433.60	23,902.27
Administration Total	165,612.00	168,924.24	172,302.72	175,748.78	179,263.75
	provements: 10% of assessments + 30% of sales and use tax				
Assessment Income	11,041.00	11,261.82	11,487.06	11,716.80	11,951.13
Sales and Use Tax	70,661.00	72,074.22	73,515.70	74,986.02	76,485.74
Capital Improvements Total	81,702.00	83,336.04	85,002.76	86,702.82	88,436.87
	Development: 2% of assessments + 18% of sales and use tax				
Assessment Income	19,873.00	20,270.46	20,675.87	21,089.39	21,511.17
Sales and Use Tax	18,769.00	19,144.38	19,527.27	19,917.81	20,316.17
Economic Development Total	38,643.00	39,415.86	40,204.18	41,008.26	41,828.43
	ace Management: 45% of assessments +28% sales and us tax				

Assessment Income	107,096.00	109,237.92	111,422.68	113,651.13	115,924.15
Sales and Use Tax	70,661.00	72,074.22	73,515.70	74,986.02	76,485.74
Public Space Management Total	177,757.00	181,312.14	184,938.38	188,637.15	192,409.89
Total Assessment Income	281,541.00	287,171.82	292,915.26	298,773.56	304,749.03
Total Sales and Use Tax Income	182,173.00	185,816.46	189,532.79	193,323.44	197,189.91
Total Budget, (2032-2036)	**463,714.00**	**472,988.28**	**482,448.05**	**492,097.01**	**501,938.95**

Category	**2037**	**2038**	**2039**	**2040**	**2041**
	Administration: 43% of assessments + 24% of sales and use tax				
Assessment Income	158,470.00	161,639.40	164,872.19	168,169.63	171,533.02
Sales and Use Tax	24,380.00	24,867.60	25,364.95	25,872.25	26,389.70
Administration Total	182,850.00	186,507.00	190,237.14	194,041.88	197,922.72
	Capital Improvements: 10% of assessments + 30% of sales and use tax				
Assessment Income	12,190.00	12,433.80	12,682.48	12,936.13	13,194.85
Sales and Use Tax	78,015.00	79,575.30	81,166.81	82,790.14	84,445.94
Capital Improvements Total	90,205.00	92,009.10	93,849.28	95,726.27	97,640.79

	Economic Development: 2% of assessments + 18% of sales and use tax				
Assessment Income	21,941.00	22,379.82	22,827.42	23,283.96	23,749.64
Sales and Use Tax	20,722.00	21,136.44	21,559.17	21,990.35	22,430.16
Economic Development Total	42,663.00	43,516.26	44,386.59	45,274.32	46,179.80
	Public Space Management: 45% of assessments +28% sales and us tax				
Assessment Income	118,243.00	120,607.86	123,020.02	125,480.42	127,990.03
Sales and Use Tax	78,015.00	79,575.30	81,166.81	82,790.14	84,445.94
Public Space Management Total	196,258.00	200,183.16	204,186.82	208,270.56	212,435.97
Total Assessment Income	310,844.00	317,060.88	323,402.10	329,870.14	336,467.54
Total Sales and Use Tax Income	201,134.00	205,156.68	209,259.81	213,445.01	217,713.91
Total Budget, (2037-2041)	**511,978.00**	**522,217.56**	**532,661.91**	**543,315.15**	**554,181.45**

Category	2042	2043	2044	2045	2046
	Administration: 43% of assessments + 24% of sales and use tax				
Assessment Income	174,964.00	178,463.28	182,032.55	185,673.20	189,386.66
Sales and Use Tax	26,917.00	27,455.34	28,004.45	28,564.54	29,135.83
Administration Total	201,881.00	205,918.62	210,036.99	214,237.73	218,522.49
	Capital Improvements: 10% of assessments + 30% of sales and use tax				
Assessment Income	13,459.00	13,728.18	14,002.74	14,282.80	14,568.45
Sales and Use Tax	86,135.00	87,857.70	89,614.85	91,407.15	93,235.29
Capital Improvements Total	99,594.00	101,585.88	103,617.60	105,689.95	107,803.75
	Economic Development: 2% of assessments + 18% of sales and use tax				
Assessment Income	24,225.00	24,709.50	25,203.69	25,707.76	26,221.92
Sales and Use Tax	22,879.00	23,336.58	23,803.31	24,279.38	24,764.97
Economic Development Total	47,103.00	48,045.06	49,005.96	49,986.08	50,985.80

	Public Space Management: 45% of assessments +28% sales and us tax				
Assessment Income	130,550.00	133,161.00	135,824.22	138,540.70	141,311.52
Sales and Use Tax	86,135.00	87,857.70	89,614.85	91,407.15	93,235.29
Public Space Management Total	216,685.00	221,018.70	225,439.07	229,947.86	234,546.81
Total Assessment Income	343,197.00	350,060.94	357,062.16	364,203.40	371,487.47
Total Sales and Use Tax Income	222,068.00	226,509.36	231,039.55	235,660.34	240,373.54
Total Budget, (2027-2031)	**565,265.00**	**576,570.30**	**588,101.71**	**599,863.74**	**611,861.01**

Section 7

Assessment Methodology

South Grand property owners and business owners have emphasized that the assessment formula for the Management district must be fair, balanced and have a direct relationship between benefits received and costs.

The recommended methodology for The South Grand Community Improvement District is to use a combination of lot (land) square footage, first floor building square footage and upper floor building square footage. Lot square footage is relevant to the highest and best use of a property and will reflect the long-term value implications received from the services provided by the improvement district.

First floor building square footage is relevant to the need for specific services and benefits directly from enhanced security, maintenance and streetscape programs. First floor building square footage is defined as the gross building square foot of the first floor, commonly known as the footprint of the building.

Upper floor building square footage receives the same benefits as the first floor, but to a lesser degree. Upper floor footage is defined as the total gross building square footage of all floors above the first floor.

Existing Special Business Taxing Districts

The Community Improvement District Act prohibits assessments under the Community Improvement District Act and taxes under the Special Business District law on the same parcel of land at the same time. The Community Improvement District Act states:

> "…no District which includes any real property that is also included in a special business District shall have the authority to impose any such assessment until such time as all taxes imposed by the special business District have been repealed."

Service Cost Allocations

The costs of services to be provided were allocated to the three assessment variables based upon an approximate percentage of benefit to the property. It was agreed that 50% of the cost should be allocated against the total square footage of lot, 30% of the cost is allocated against the total first floor footage and 20% against the total upper floor footage.

Calculation of Assessments

The proceeding methodology is applied to a database that was constructed by the South Grand Property Owners and its consultant team and added to by the District staff. The process for compiling the property database includes the following steps:

- Property data was first obtained from the City of St. Louis Assessor's Office.
- City assessor property data was crosschecked with reliable private sector data sources
- A site survey was undertaken to verify selective data

Based upon the methodology as set forth above, property data compiled by the South Grand property owners and the CID budget will yield the following square footage assessment rates in the first assessment year:

Lot Square Footage	$0.3187
First Floor Footage	$0.4977
Upper Floor Footage	$0.3178

In future years, assessments may change, up or down if CID square footage information changes and/or CID budgets change pursuant to the Price Index adjustment as detailed below. Assessments will in an event not exceed the yearly limits described in the following section of this plan and detailed in the twenty-year budget under Section 6.

Annual Assessment Adjustments

CPI Adjustments

Total program revenue may be adjusted each year to reflect the annual change in the St. Louis Consumer Price Index (CPI) for all urban consumers. In no case will the annual increase due to the CPI increases be less than two percent (2%) and no more than five percent (5%). The actual increase will range from two percent 2% to five percent 5%.

Budget Adjustments

Any annual budget surplus or deficit will be rolled into the following year's CID budget and accounted for during the annual budget preparations process. Revenues between the specific categories of programs, as identified int eh first year budget, may be reallocated from year to year in accordance with the goals of the CID management Plan.

Time and Manner for Collecting Assessments

As provided by the Community Improvement District Act, the South Grand CID assessment will appear as a separate lien item on annual property tax bills. The first bill for the new CID assessment will reach property owners in the fall of 2026. Existing laws for enforcement and appeal of property taxes apply to the CID assessments.

Government Assessments

The South Grand Community Improvement District Management Plan does not assume that the City of Saint Louis, the State of Missouri, or the Federal Government will pay assessments for property owned within the boundaries of the CID. The plan anticipates that the City of Saint Louis may enter into contract or cooperative agreements with the CID for specific services around its properties.

Residential Property

All real property shown on Exhibit D will be assessed and will receive District services as appropriate Muli-unit income producing and mixed -use property within the District will be assessed in its entirety.

Additions and Deletions from Assessable Property

As circumstances dictate, the CID will survey property for changes in assessable square footage. If new buildings have been constructed or additions made to buildings, the increased building square footage will be included on the assessment role and will be assessed using the same methodology and rates as existing buildings within the District. If buildings have been razed or square footage reduced, a corresponding reduction will be made to the assessable square footage. Property transferred from governmental or non-profit owners to a for-profit owner, shall be included on assessment role as of the date of transfer. New buildings under construction will not be assessed for the building square footage, until the new building has been issued an occupancy permit by the City of Saint Louis, and/or placed into active use.

Assessed Value of District

The total assessed value of the properties with the proposed district is $5,429,870.

Section 8

Governing the Business Improvement District

Consistent with CID legislation throughout the nation, Missouri's CID law establishes a CID governance framework that allows property owners who pay assessments to determine how the assessments are used. The following components are required within a CID governing framework:

Board of Aldermen

Following the submission of petitions from property owners representing more than 50% of the assessed value and more than 50% of the total property owners, the Board of Aldermen will conduct a public hearing and then consider an ordinance to create and renew the CID with the power to levy assessments.

Additionally, in order to implement the District's sales and use tax, a separate mail-in ballot election will take place following approval of the Petition.

Private Sector, CID Management Organization

District budgets and policies will be refined annually, within the limitations set forth in the District management plan, by the South Grand Community Improvement District Board of Directors, which will implement the services, improvements and activities defied by the District Management Plan.

Annual budgets and work plans will be submitted annual to the CID Board and the City of St. Louis for review and comments.

Section 9

Continuation of City Services

Throughout the process to establish the CID, business and property owners voiced concerns that the City of Saint Louis should maintain existing services as verifiable "baseline" service levels. A formal baseline level of service policy ensures that existing City services are enhanced and not replaced by new CID improvements and activities.

The Community Improvement District Act is very specific on this issue.

> *"The governing body of the municipality establishing the District shall not decrease the level of publicly funded services in the District existing prior to the creation of the District or transfer the financial burden of providing the services to the District unless the services at the same time are decreased throughout the municipality, nor shall the governing body discriminate in the provision of the publicly funded services between areas included in such District and areas not so included."*

Additional South Grand Community Improvement District Rules

Contracting For Services

In order to supply the highest level of qualified services at the most reasonable cost the CID may, at the discretion of the Board, contract services with public agencies such as the City of Saint Louis, with non-profit public services agencies or with for-profit organizations as may be in the best interest of the CID.

Contracting Of Services

When it is determined to be in the best interest of the CID, the Board may contract with non-assessment paying property owners to provide District services to those owners if they meet the following criteria:

- Properties to receive services must be adjacent to the CID
- Properties to receive services must be contiguous to each other and contiguous to the CID.

Exhibit C

South Grand Community Improvement District

Petition

PETITION

TO RENEW THE SOUTH GRAND COMMUNITY IMPROVEMENT DISTRICT, REAL PROPERTY TO THE DISTRICT, AND AUTHORIZE SPECIAL ASSESSMENTS

1. Petitioners request that the Board of Aldermen of the City of St. Louis (the "City") adopt an ordinance to amend the Petition for the renewal of the South Grand Community Improvement District (the "District), approved by Ordinance Number XXXX on XXX, 2006, in the City of St. Louis, Missouri pursuant to the terms set forth herein (the "Amended Petition") and in accordance with the Community Improvement District Act, Section 67,1401 to 67.1571 of the Revised Statutes of Missouri (the "Act").

a. Legal Description: The District includes all of the real property (the "District Land") legally described (the "District Legal Description") and a map portraying the boundaries of the District are attached as Exhibit A of this Amended Petition.

b. Petitioners: Petitioners represent: (i) more than fifty percent (50%) per capita of all owners of the District Land; (ii) property owners collectively owning more than fifty percent (50%) by assessed value of the District Land; (iii) more than fifty percent (50%) per capita of all owners of the Added Property; and (iv) property owners collectively owning more than fifty percent (50%) by assessed value of the Added Property.

c. Name of District: The name of the District shall remain the "South Grand Community Improvement District"

d. District Management Plan: A twenty (20) year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make (the "Eligible Services"), and an estimate of the costs of these services and improvements (the "District Budget") is contained in the District Management Plan as set forth in Exhibit B and attached hereto and made a part hereof. Such plan shall constitute the District Management Plan required by the District, pursuant to the Act.

e. Type of District: District, upon approval of the Amended Petition shall remain a political subdivision.

f. Assessed Value: The total assessed value of all real property within the District is $5,429,870

g. Blight Determination: Petitioners do not seek a determination that the District, or any legally described portion thereof, is a blighted area.

h. Life of District: The District will continue to exist and function for a period of twenty (20) years following the Effective Date of the Ordinance approving this

Amended Petition, or until December 31, 2046, whichever such date occurs later, or if Bonds are issued, until all of the Bonds are repaid, whichever occurs later.

i. Sales and Use Tax: The District may be Resolution impose a Sales and use tax, not to exceed one percent (1%) upon all eligible retail sales within the District.

j. Special Assessments: The maximum rates of special assessments and respective methods of assessment proposed by this Petition are $0.3187 per lot square foot, $0.4977, per first floor square foot, and $0.3178 per each upper floor square foot, each as adjusted to reflect the annual change in the Consumer Price Index (CPI) for all urban consumers as more particularly described in Sections 7, of the District Management Plan attached as Exhibit B, and as further set out in the

k. Other Taxes: Petitioners will not seek to submit to qualified voters propositions for approval of a real property tax levy or business license taxes.

l. Borrowing Capacity: Petitioners do not seek limitations on the borrowing capacity of the District

m. Revenue Generation: Petitioners do not seek limitations on the revenue generation of the District

n. Powers of the District: Petitioners do not seek limitations on the powers of the District, provided pursuant to Section 67.1461 of the Act.

2. **Notice to Petitioners:** The signatures of Petitioners may not be withdrawn later than seven (7) days after the Petition is filed with the Register of the City of Saint Louis.

3. Board of Directors:

a. Number: The District shall be governed by a Board of Directors (the "Board") consisting of nine (9) directors.

b. Qualifications: Each Member of the Board shall meet the following requirements: (i) be at least eighteen (18) years of age; (ii) be and must declare to be either an owner or a the designated representative of real property ("Owner") within the District, an owner or the designated representative of a business ("Operator") operating within the District, or a registered voter ("Resident")

residing within the District, as provided int eh Act; except for the current Directors named in this Petition, and subject to the provisions of this Petition, be nominated according to a slate submitted by the Board to the Mayor of the City and the Board of Aldermen of the City according to the nominating procedures set out below.

c. Board Representation: In order to ensure a fair representation of the District, the Board presentation shall meet the following requirements: (i) at least five (5) of the Directors shall be Owners; and (ii) at least three (3) of the Directors shall be Operators.

d. Initial Directors: The Current Directors to serve on the Board, their respective terms and classifications are:

Name:	**Type:**	**Term:**
Max McCreery	Property Owner	2 years (2027)
Kyla Pollard	Property Owner & Operator	2 years (2027)
Lorenzo Andrade	Property Owner	2 years (2027)
Rachel Presley	Property Owner	2 years (2027)
Natasha Bahrami	Operator	2 years (2027)
Matt Ghio	Property Owner & Operator	4 years (2029)
Brian Roash	Operator	4 years (2029)
Bay Tran	Property Owner & Operator	4 years (2029)
Bobby Lessentine	Operator	4 years (2029)

e. Terms: The initial Directors named above shall serve for the terms set out opposite their names or until their successors are appointed in accordance with the Petition and their successors shall serve for four-year terms or until their successors are appointed in accordance with the Petition.

In the event for any reason a Director is not able 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 majority vote of the Board. Any Interim Director shall be of the same type as the Existing Director, unless otherwise stated in the By-laws adopted by the Board, as they may be amended from time to time.

4. Successor Directors:

Successor Directors, whether to serve a new term or a to fill a vacancy on the Board, shall be appointed by the Mayor of the City with the consent of the Board of Aldermen by resolution according to a slate submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor and the Board of Aldermen. Not later than 30 days following the date the slate is submitted to the City Clerk:

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 submits an alternate slate. If no action is competed within the 30-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 30-day period.

If any alternate slate is requested, the Board shall within 10 days following receipt of the written request submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternative slate to the Mayor and the Board of Aldermen. Not later than 15 days following the date the alternate slate is submitted to the City Clerk:

1. the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Boad of Aldermen shall consent by resolution to the appointment; or

2. the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing with written reason for rejection of the alternate slate that the Board submit another alternate slate. If no action is competed within the 15-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 15-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 10 days.

The Board shall select the slate as follows:

a. Individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;

b. The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and

c. The slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 3 of this Article.

Exhibit D

Special Assessment Petition

Petition for Levy of Special Assessment

The South Grand Community Improvement District (the "District") shall be authorized to levy assessments against real property benefited within the District for the purpose of providing revenue for costs incurred by the District in the undertaking of the Eligible Services as set out in the Amended Petition to establish the District.

The special assessments may be levied annually against each Lot (as described below) within the District. The cost of the services and/or projects shall be equally allocated among each of the Lots in an annual amount not to exceed $0.3187per square foot of each Lot, $0.4977 per square foot of first floor building space on each Lot, and $0.3178 per square feet of upper floor building space on each Lot, provided; however, the maximum amount shall be adjusted annually beginning in 2027 pursuant to increases to the Consumer Price Index for all Urban Consumers, as more particularly described in Section 7, page 18 of the District Management Plan, attached as Exhibit B to the Amended Petition. (or, if not available, then by another reasonable index selected by the board of directors of the District, but not to exceed a maximum annual increase of 5% per year). The authorization to levy the special assessment shall be for the life of the District. The properties located in the district that will receive special benefit from the services and/or projects are set forth below (each individually being a "Lot," and collectively, "Lots):

1. Common Address
2. Parcel Number
3. Legal Description

Real Property within the Boundaries of the South Grand Community Improvement District to be Benefited by the District:

The Common Address, Block Number, Parcel Number, Parcel ID Number, and Assessed Value of each Parcel

BOARD BILL NUMBER 163
FISCAL NOTE

Preparer's Name *Cheryl Campbell*

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

Bill Sponsor *Alderwoman Alisha Sonnier*

Bill Synopsis:	*This ordinance approves the petition for the creation, extension, renewal, and establishment of the South Grand Community Improvement District (CID) pursuant to state statute, authorizing the District to impose special assessments and potentially sales/use taxes within its boundaries to fund services, improvements, and activities identified in the management plan.*
Type of Impact:	*Indirect — Organizational / Administrative*
Agencies Affected:	*Board of Aldermen;* *Office of the Register;* *Collector of Revenue.*

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? ____Yes __X__No

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

_____
_____
_____
_____
_____

- Does the bill create a program or administrative subdivision? __X__Yes ____No

    - If yes, then is there a similar existing program or administrative subdivision? ____Yes __X__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 authorizes continuation of a Community Improvement District funded through special assessments and potential sales/use taxes levied within district boundaries. No City operating, equipment, or maintenance costs are specified in the bill text. District operations and improvements are funded by district-generated revenues rather than City appropriations.

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:

This fiscal note was prepared based on review of the language contained within the Board Bill. It assumes the Community Improvement District operates as an independent political subdivision funded through authorized special assessments and sales/use taxes and that City administrative functions required by statute occur within existing resources. Impacts are evaluated based on duties specified in the bill language. Departmental workload volume projections or independent cost estimates were not included in the materials reviewed.

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

Board Bill 163 and attached petition and management plan materials.

- 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 166
Introduced by Alderman Aldridge
February 13, 2026

This Board Bill seeks to approve a Chapter 99 Redevelopment Plan and Blighting Study for the Cass Avenue and I-44 Redevelopment Area. The proposed Bill does not allow for use of eminent domain within the area. The objective of the Redevelopment Plan is to encourage redevelopment of the Area with commercial uses that will serve as an entrance to the city from the north and east. Staff supports up to twenty-five (25) years of tax abatement.

BOARD BILL NUMBER 166 INTRODUCED BY ALDERMAN ALDRIDGE
COSPONSORS: ALDERWOMAN LAURA KEYS/ALDERWOMAN SHAMEEM CLARK-HUBBARD

An ordinance approving a Redevelopment Plan dated September 23, 2025 (“Plan”) for the Cass Avenue and I-44 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 up to 25 year tax abatement (10 years based on 90% of the assessed value of the incremental improvements, followed by 15 years based on 50% of the assessed value of the incremental improvements); and pledging cooperation of the Board of Aldermen; 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 factors 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 Cass Avenue and I-44 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 Cass Avenue and I-44 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 up to 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 up to ten percent (10%) 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.

In lieu of the tax abatement available pursuant to pursuant to Sections 99.700 – 99.715, RSMo, as amended, any Redeveloper(s) may seek tax abatement pursuant to Chapter 353, RSMo, as amended, upon compliance with the procedures set forth therein and in Chapter 11.06 of the City Code, as amended. The terms of the tax abatement available to the applicable real property or portion thereof will be set forth in a Redevelopment Agreement between the LCRA and the Redeveloper. The Redevelopment Agreement shall provide that tax abatement shall begin in the year during which an urban redevelopment corporation acquires title to the applicable real property or portion thereof and continue no longer than twenty-five (25) years thereafter (the "Chapter 353 Tax Abatement Period"), provided, however, that:

PILOTs will be imposed to ensure that the total revenues payable to the affected taxing jurisdictions from PILOTs and unabated ad valorem taxes (including those set forth in Section 353.110, RSMo) equals at least:

For years one through ten of the Chapter 353 Tax Abatement period, at least:

One hundred percent (100%) of the ad valorem taxes that would be imposed based on the then-current tax levy rates and the assessed value of the land and improvements included in the applicable real property or portion thereof in the year prior to the urban redevelopment corporation's acquisition thereof (subject to adjustment pursuant to Section 353.110.2, RSMo, if the land was tax exempt prior to acquisition by the urban redevelopment corporation) (the "Base Tax Value"); plus

ten percent (10%) of the difference between the ad valorem real estate taxes that would be due if there were no tax abatement and Base Tax Value.

For years eleven through twenty-five of the Chapter 353 Tax Abatement period, not to exceed fifty percent (50%) of the ad valorem real estate taxes that would be due if there were no tax abatement.

Pursuant to Section 71.801, RSMo., all calculations of PILOTs and abated taxes shall exclude any ad valorem real property tax imposed by a Special Business District.

All payments in lieu of taxes shall be a lien upon the real property and, when paid to the Collector of Revenue of the City shall be distributed as all other property taxes. These partial tax relief and payment in lieu of taxes provisions, during up to said twenty-five (25) year period, shall inure to the benefit of all successors in interest in the property of the urban redevelopment corporation, so long as such successors shall continue to use such property as provided in this Plan and in any Agreement with the LCRA. In no event shall such benefits extend beyond twenty-five (25) years after any urban redevelopment corporation shall have acquired title to the property.

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.

BOARD BILL NUMBER 166
FISCAL NOTE

Preparer's Name _Zachary Wilson

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

Bill Sponsors _ Alderman Aldridge

Bill Synopsis:	This Board Bill seeks to approve a Chapter 99 Redevelopment Plan and Blighting Study for the Cass Avenue and I-44 Redevelopment Area. The proposed Bill does not allow for use of eminent domain within the area. The objective of the Redevelopment Plan is to encourage redevelopment of the Area with commercial uses that will serve as an entrance to the city from the north and east. Staff supports up to twenty-five (25) years of tax abatement.
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.
- 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? _____ .

SLDC

ST. LOUIS DEVELOPMENT CORPORATION

December 12, 2025

Alderman Aldridge
Board of Aldermen
1200 Market St.
City Hall - Room 230
St. Louis, MO 63103

Re: Cass Ave./ I-44 Redevelopment Area (2482)

Dear Alderman Aldridge:

A Blighting Study and Plan for the Cass Ave./ I-44 was approved by the LCRA Board on September 23, 2025. Attached you will find a draft of the Board Bill declaring the Area blighted and approving a Blighting Study and Plan for the Area.

The attached Bill provides for a Redevelopment Plan under Chapter 99 for the Cass Ave./ I-44 area. This area encompasses a total of 9.24 acres in the Old North neighborhood of the City of St. Louis. The purpose of this project is to facilitate the development of the Area into prospective mixed uses. The Plan allows up to twenty-five (25) years tax abatement (10 years based on 90% of the assessed value of the incremental improvements Followed by 15 @ 50%) and no use of eminent domain. It is our recommendation that the bill be assigned to the HUDZ Committee.

Please review and inform the Clerk, if it is acceptable to you to introduce this bill on the next possible date.

Sincerely,

Zachary J. Wilson
VP Economic Development Incentives

1520 Market Street · Suite 2000
St. Louis, MO 63103
developstlouis.org

Summary
Board Bill Number 168
Introduced by Alderman Rasheen Aldridge
February 13, 2026

This Board Bill approves a petition to amend the boundaries of the existing Soccer Stadium Community Improvement District (the "District") to conform with the current platting of the area. The District was originally formed in 2020 by Ordinance No. 71185. Property within the District was replatted after the District was originally formed to accommodate the development of the soccer stadium and related parking, practice and team facilities. If this Board Bill is approved, certain excess property resulting the relocation of public rights-of-way associated with the construction of the soccer stadium will be removed from the District and certain property included in the footprint of the soccer stadium will be added to the District.

BOARD BILL NUMBER 168 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE CO-SPONSORS: ALDERWOMAN JAMI COX ANTWI/ALDERWOMAN SHAMEEM CLARK-HUBBARD

An Ordinance approving the Petition Amending the Boundaries of the Soccer Stadium Community Improvement District; making certain findings relating thereto, including that the redevelopment area described therein is a blighted area; and authorizing and directing the taking of other actions and approval and execution of other documents as are necessary or desirable to carry out and comply with the intent hereof.

WHEREAS, on July 8, 2020, the Board of Aldermen approved Ordinance No. 71185, which, among other things, (a) approved the Petition for the Creation of the Soccer Stadium Community Development District (the "Original Petition") and (b) established the Soccer Stadium Community Improvement District (the "District"); and

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") authorize the governing body of any municipality, upon a proper petition requesting the expansion and after a public hearing, to adopt an ordinance expanding the property within a community improvement district; and

WHEREAS, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act") authorize the governing body of any municipality, upon a written notice requesting the reduction and after a public hearing, to adopt an ordinance reducing the property within community improvement district; and

WHEREAS, the Petition Amending the Boundaries of the Soccer Stadium Community Improvement District attached hereto as Exhibit A (the "Petition") has been submitted to the City; and

WHEREAS, the Petition proposes to remove certain property from the District and add

other Property to the District, as appropriate to conform to the current platting of property within the District; and

WHEREAS, the District consents to the addition and removal of real property to and from the District; and

WHEREAS, the District found that it can meet its obligations without the revenues generated by or on the real property proposed to be removed; and

WHEREAS, the City Register reviewed the Petition and determined that it complies with the CID Act; and

WHEREAS, a duly-noticed public hearing was held and conducted in accordance with the CID Act on January __, 2026, at which all persons interested in the expansion and reduction of the District were allowed an opportunity to speak; and

WHEREAS, the Board of Aldermen finds that the adoption of this Ordinance is in the best interest of the City and that the owners of the real property within the District.

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

SECTION ONE. The Petition is hereby approved. The District shall include the contiguous tracts of real estate described in Exhibit A of the Petition (the "Amended District Area").

SECTION TWO. The City shall, and the officials, agents and employees of the City are hereby authorized to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance. The Mayor and the Comptroller are hereby authorized, through the term of the District, to execute all documents or take any other actions on behalf of the City as may be required to carry out and comply with the intent of this Ordinance.

SECTION THREE. 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 FOUR. 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

PETITION AMENDING THE BOUNDARIES OF THE SOCCER STADIUM COMMUNITY IMPROVEMENT DISTRICT

A PETITION AMENDING THE BOUNDARIES OF THE SOCCER STADIUM COMMUNITY IMPROVEMENT DISTRICT

A. Comes now the undersigned (each a "Petitioner and collectively, the "Petitioners"), being (1) the owners of more than fifty percent by assessed value of the real property within the boundaries of the hereinafter-defined Amended District Area and (2) more than fifty percent per capita of all owners of real property within the boundaries of the hereinafter-defined Amended District Area, does hereby petition and request that the City of St. Louis, Missouri (the "City"), amend the boundaries of the Soccer Stadium Community Improvement District (the "District") as described herein under the authority of Sections 67.1401 to 67.1571, inclusive, of the Revised Statutes of Missouri (the "Act").

B. The name of the District is the "Soccer Stadium Community Improvement District," which was set forth in the Petition Authorizing the Formation of a Community Improvement District approved by the City on July 8, 2020 (the "Original CID Petition").

C. A legal description and boundary map of the proposed amended area is attached in **Exhibit A** (the "Amended District Area").

D. The five year plan for the District is set forth in the Original CID Petition and incorporated herein by reference.

E. The District was established as a political subdivision under the Act pursuant to the Original CID Petition.

F. The Board of Directors consists of five members pursuant to the Original CID Petition.

G. The purposes of the District as set forth in the Original CID Petition shall remain unchanged upon adoption of this Petition for Expansion and Reduction.

H. The total 2025 assessed value of all real property is follows:

Owner	Parcel No.	Assessed Value
TKFC LC	647100095	$ 62,716,000
TKFC LC	090500040	10,000
TKFC LC	169206030	2,356,700
TKFC LC	169900091	5,866,600
TKFC LC	169900092	221,600
TKFC LC	169900093	192,800
Pitch314 LC	090100025	5,332,300
City of St. Louis	090300010	0
City of St. Louis	647100010	0
	TOTAL	$ 76,696,000

I. The District was found to include a blighted area pursuant to Ordinance No. 71185.

J. The term of the District shall be as stated in the Original CID Petition.

K. Consistent with the Original CID Petition, the Petitioner will not seek to submit to qualified voters a proposition for approval of a real property tax levy or business license tax.

L. The District has imposed a district-wide sales and use tax at the rate of one percent (1%).

M. Consistent with the Original CID Petition, the Petitioner will not seek to submit to the qualified voters a proposition for approval of a special assessment.

N. Consistent with the Original CID Petition, the Petitioner does not seek limitations on the borrowing capacity of the District.

O. Consistent with the Original CID Petition, the Petitioner does not seek limitations on the revenue generation of the District.

P. Consistent with the Original CID Petition, the Petitioner does not seek limitations on the powers of the District.

Q. THE SIGNATURES OF THE SIGNERS OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

BOUNDARIES OF AMENDED DISTRICT AREA

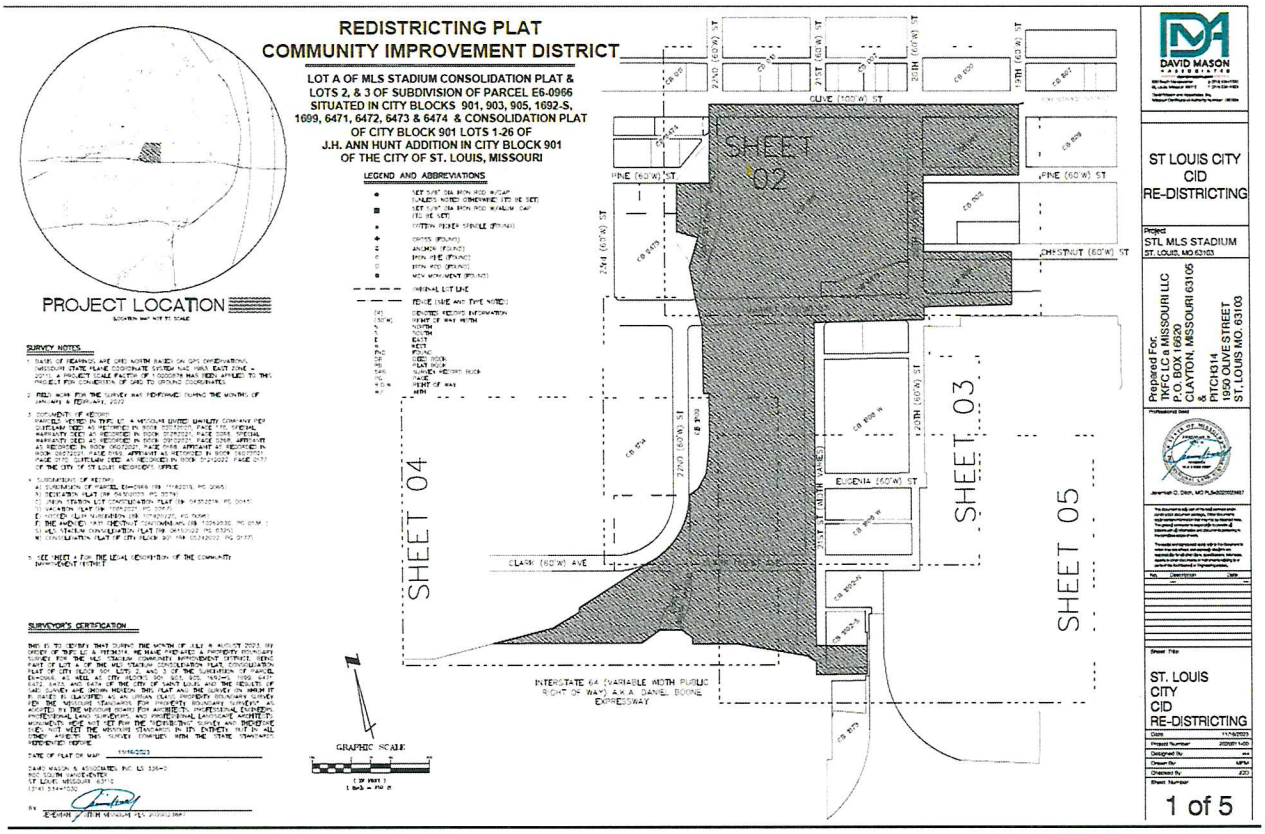
A tract of land being all of Lot "A" of the "MLS Consolidation Plat", as recorded in Book 06152022, Page 0325, all of Lot "A" of the "Consolidation Plat of City Block 901" as recorded in Book 05242022, Page 177, part of Lots 1, 2, & 3 of the Subdivision of Parcel E6-0966 as recorded in Book 11182019, Page 0065, all documents of the City of Saint Louis Recorder of Deeds Office, City Blocks 901, 905, 1692-S, 1699, 6471, 6472, 6473, 6474, and portions of the surrounding streets of Olive Street, 19th, 20th, 21st, & 22nd Streets, Pine Street, Market Street, Clark Avenue, and Poplar Street, situated in the City of St. Louis, Missouri, and being more particularly described as follows:

BEGINNING at the intersection point of the Centerline of Olive Street (public, 100 foot wide) with the Centerline of 19th Street (public, 60 foot wide); THENCE, following the Centerline of 19th Street, South 14° 43' 22" West, 273.48 feet to intersection point of said Centerline of 19th with the Centerline of Pine Street (public, 60 foot wide); THENCE following the Centerline of said Pine Street, North 75° 17' 13" West, 368.10 feet to the intersection point of the Centerline of said Pine Street with the prolongation of the Eastern Right-of-Way line of 20th Street (public, 60 foot wide); THENCE, continuing coincident with said Eastern Right-of-Way line of 20th Street the following courses and distances: South 14° 42' 25" West, 263.65 feet to a Cut Cross found at the Southwest Corner of City Block 902, also being the intersection point of the Eastern Right-of-Way line of said 20th Street with the Northern Right-of-Way line of Chestnut street (public, 60 foot wide); THENCE, South 14° 42' 39" West, 30.00 feet to the intersection point of said Eastern Right-of-Way line of 20th Street with the centerline of said Chestnut Street; THENCE, departing said Eastern Right-of-Way line of 20th Street, and continuing with said centerline of Chestnut Street, South 75° 17' 05" West, 338.10 feet to a point; THENCE, departing said centerline of Chestnut Street, South 14° 42' 25" West, 206.33 feet to a point in Market Street (public, variable width); THENCE, North 76° 41' 58" West, 338.32 feet to a point in said Market Street; THENCE, South 14° 42' 20" West, 50.02 feet to a point in said Market Street at the intersection of the prolongation of the Southern Right-of-Way line of Market Street (public, 100 foot wide), with the prolongation of the Eastern Right-of-Way line of 20th Street (public, 60 foot wide); THENCE, following said Southern Right-of-Way line of Market Street, North 76° 41' 58" West, 424.87 feet to the intersection point of said Southern Right-of-Way line of Market Street, with the Centerline of 21st Street (public, 78 foot wide); THENCE, departing said Southern Right-of-Way line of Market Street, and following the Centerline of said 21st Street, South 14° 39' 35" West, 1,247.21 feet to the intersection point of said Centerline of 21st Street, with the prolongation of the Northern boundary line of a parcel now or formerly conveyed to TKFC LC as recorded in Book 01282021, Page 066 of Saint Louis City Records; THENCE, following said prolongation of TKFC LC Northern boundary line, South 75° 27' 50" East, 39.00 feet to an iron rod with aluminum cap (MODOT) found at the Northwest corner of said TKFC LC parcel, said Northwest corner also being in the Eastern Right-of-Way of 21st Street; THENCE, following said Northern boundary line of TKFC LC parcel, South 75° 27' 50" East, 157.61 feet to the Northeast corner of said TKFC LC parcel, also being in the centerline of an Alley (15 foot wide) in City Block 1692-S with said Alley being partially and conditionally Vacated per City Ordinance No. 15989; THENCE, continuing coincident with both the Eastern boundary line of said TKFC LC parcel and said centerline of

vacated Alley, South 14° 39' 35" West, 86.08 feet to a Cotton Picker Spindle found at the Southeast corner of said TKFC LC parcel and in the Northern Right-of-Way line of Poplar Street (public, 50 foot wide); THENCE following the prolongation of said Eastern boundary line of TKFC LC parcel, South 14° 39' 35" West, 25.00 feet to the intersection point of said prolongation with the centerline of the aforesaid Poplar Street; THENCE, following said centerline of Poplar Street, North 75° 55' 09" West, 196.62 feet to a point; THENCE departing said centerline of Poplar Street, North 14° 39' 35" East, 50.47 feet; THENCE, North 42° 36' 12" West, 42.80 feet to an Iron Rod with cap (Cole LS 266D) found in the Northerly Right-of-Way line of Interstate Highway 64 (public, variable width); THENCE continuing coincident with said Interstate 64 Northerly Right-of-Way line, the following courses and distances: North 65° 27' 30" West, 271.41 feet; THENCE, North 75° 22' 47" West, 174.79 feet; THENCE, North 14° 37' 20" East, 24.87 feet; THENCE, North 39° 54' 08" West, 50.81 feet to an Iron Rod with Cap (Cole LS 266D) found; THENCE, North 75° 26' 33" West, 85.00 feet to an Iron Rod with Cap (Cole LS 266D) found; THENCE, South 69° 01' 12" West, 86.02 feet to an Iron Rod with Cap (Cole LS 266D) found; THENCE, North 75° 26' 33" West, 570.99 feet to an Iron Rod found at the intersection point of said Northerly Right-of-Way line of Interstate 64 with the Western boundary of a parcel now or formerly conveyed to TKFC LC per Book 09302021, Page 0199; THENCE departing said Northerly Right-of-Way line of Interstate 64, and continuing coincident with said TKFC LC parcel Western boundary line, the following courses and distances: South 89° 54' 52" East, 238.82 feet to an Iron Rod with Cap (Cole LS 266D) found; THENCE, North 72° 58' 02" East, 117.47 feet to an Iron Rod with Cap (Cole LS 266D); THENCE, North 14° 37' 40" East, 15.00 feet to an Iron Rod with Cap (Cole LS 266D) found; THENCE, North 71° 46' 47" East, 316.23 feet to a point on a Curve, with said point being the intersection point of said Western boundary line of TKFC LC parcel recorded in Book 09302021, Page 0199 and the Eastern Right-of-Way line of 22nd Street (public, 60 foot wide); THENCE, departing said Western boundary line of TKFC LC parcel, and following said Eastern Right-of-Way line of 22nd Street, along a Curve to the Left and concave to the northwest, an Arc Length of 322.30 feet, said Curve having a Radius of 290.00 feet, with a Chord that bears North 46° 29' 29" East, and 305.97 feet distant to a point; THENCE, departing said Eastern Right-of-Way line of 22nd Street, and continuing coincident with the Western boundary line of Lot 1 of the aforementioned Subdivision of Parcel E6-0966, the following courses & distances: North 68° 48' 36" East, 43.18 feet; THENCE, North 42° 43' 12" East, 68.01 feet; THENCE, North 20° 52' 24" East, 120.13 feet; THENCE, North 14° 39' 10" East, 189.41 feet; THENCE, North 75° 23' 01" West, 21.47 feet; THENCE, North 13° 50' 36" East, 263.99 feet to the Northwest Corner of said Lot 1 of the Subdivision of Parcel E6-0966, according to the plat thereof, recorded in Plat Book 11182019, Page 65 of St. Louis City records, said Corner also being the Southwest Corner of Lot 2 of said Subdivision and in the Southern Right-of-Way line of the aforementioned Market Street, (public, 100 foot wide); THENCE departing the aforesaid Western boundary line of Lot 1, and following the Western boundary line of Lot 2, North 00° 56' 30" West, 102.33 feet to a Cut Cross found at the Northwest Corner of said Lot 2, said Cut Cross also being in the Northern Right-of-Way line of said Market Street; THENCE, departing said Market Street, North 04° 24' 24" East, 128.15 feet to a point in the Western Right-of-Way line of 22nd street (variable width); THENCE, continuing coincident with said Western Right-of-Way line of 22nd Street the following courses & distances: THENCE, North 30° 50' 17" East, 141.16 feet to a to a point of curvature; THENCE, along a Curve to the Left and concave to the northwest, an arc length of 4.88 feet, said Curve having a Radius of 367.50 feet, a Chord that bears North 30° 27' 28" East, 4.88 feet distant to the Southeast corner of a parcel now or formerly conveyed to TKFC LC per

Book 02032020, Page 0170 of St. Louis City records; THENCE, departing said West Right of Way line of 22nd Street, and following the Southern boundary line of said TKFC LC parcel, North 59° 04' 00" West, 84.88 feet to the Southwest corner of said TKFC LC parcel; THENCE, following the Western boundary line of said TKFC LC parcel, North 14° 44' 10" East, 186.13 feet to a point in the Southern Right-of-Way line of Pine Street (public, 60 foot wide), also being the Northwest corner of said TKFC LC parcel; THENCE following said Southern Right-of-Way line of Pine Street, South 75° 16' 26" East, 94.62 feet to the Northeast corner of said TKFC LC parcel, THENCE, continuing along the prolongation of said Southern Right-of-Way line of Pine Street, South 75° 16' 26" East, 32.39 feet to a point; THENCE, continuing in-line with Eastern boundary line of a tract Now or Formerly conveyed to 2200 Olive, LLC per Book 10032011, Page 0099 of St. Louis City records, North 14° 45' 03" East, 303.42 feet to with the centerline of the aforementioned Olive Street (public, 100 foot wide); THENCE continuing coincident with said centerline of Olive Street the following courses & distances: South 75° 16' 38" East, 800.31 feet; THENCE, South 75° 17' 13" East, 393.81 feet to the POINT OF BEGINNING.

The above-described district boundary contains a total area of 1,631,424 square feet or 37.452 acres more or less.



EXECUTION PAGE FOR THE PETITION AMENDING THE BOUNDARIES OF THE SOCCER STADIUMCOMMUNITY IMPROVEMENT DISTRICT

Name of owner:	TKFC LC
Owner's telephone number:	314.602.6562
Owner's mailing address:	One Center Circle St. Louis, Missouri 63103

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer:	Jason P. Thein
State basis of legal authority to sign:	Chief Legal Officer
Signer's telephone number:	314.602.6562
Signer's mailing address:	One Center Circle St. Louis, Missouri 63103

If owner is an individual:
If owner is not an individual, state what type of entity:

- ☐ Single
- ☐ Married
- ☐ Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Urban Redevelopment Corporation
- ☐ Not-for-profit Corporation
- ☐ Other: Municipality

Owner	Parcel No.	Assessed Value
TKFC LC	647100095	$ 62,716,000
TKFC LC	090500040	10,000
TKFC LC	169206030	2,356,700
TKFC LC	169900091	5,866,600
TKFC LC	169900092	221,600
TKFC LC	169900093	192,800

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: Jan. 6, 2026 Signature: _____

STATE OF MISSOURI)

CITY OF ST. LOUIS)

Before me personally appeared Jason P. Thein, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 8th day of January, 2026.

Ashley N Lelly
Notary Public

My Commission Expires: 9-22-2028

ASHLEY N LELLY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 16372260
My Commission Expires 09-22-2028

EXECUTION PAGE FOR THE PETITION AMENDING THE BOUNDARIES OF THE SOCCER STADIUMCOMMUNITY IMPROVEMENT DISTRICT

Name of owner:	Pitch314LC
Owner's telephone number:	314.602.6562
Owner's mailing address:	One Center Circle St. Louis, Missouri 63103

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer:	Jason P. Thein
State basis of legal authority to sign:	Chief Operating Officer and General Counsel
Signer's telephone number:	314.602.6562
Signer's mailing address:	One Center Circle St. Louis, Missouri 63103

If owner is an individual:
If owner is not an individual, state what type of entity:

- ☐ Single
- ☐ Married
- ☐ Corporation
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Urban Redevelopment Corporation
- ☐ Not-for-profit Corporation
- ☐ Other: Municipality

Owner	**Parcel No.**	**Assessed Value**
Pitch314LC	090100025	5,332,300

By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this petition on behalf of the property owner named immediately above.

Date: Jan 8, 2026 Signature: _____

STATE OF MISSOURI)

CITY OF ST. LOUIS)

Before me personally appeared Jason P. Thein, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 8 day of January, 2026.

Ashley N Lelly
Notary Public

My Commission Expires: 9-22-2028

ASHLEY N LELLY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 16372260
My Commission Expires 09-22-2028

Summary
Board Bill Number 175
Introduced by Alderman Rasheen Aldridge
March 13, 2026

An ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute two utility easements (the "**Easements**"), which shall give, grant, extend and confer on Union Electric Company d/b/a Ameren Missouri, its agents, successors, and assigns, the right to construct, operate, use, maintain, repair, renew and/or remove electrical power line or lines of underground and/or above ground facilities and equipment on the land described in such Easements, and containing an Emergency Clause.

BOARD BILL NUMBER 175 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE

An ordinance authorizing and directing the Mayor and the Comptroller of the City of Saint Louis to execute two utility easements (the "**Easements**"), which shall give, grant, extend and confer on Union Electric Company d/b/a Ameren Missouri ("**Grantee**"), its agents, successors, and assigns, the right to construct, operate, use, maintain, repair, renew and/or remove electrical power line or lines of underground and/or above ground facilities and equipment, on the land described in such Easements, and containing an Emergency Clause.

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

SECTION ONE. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a Utility Easement Agreement, in substantially the form attached hereto as **Exhibit 1** (the "**Switchgear Easement**"), which shall give, grant, extend and confer on Grantee, its agents, successors, and assigns, the right to construct, operate, use, maintain, repair, renew and/or remove electrical power line or lines of underground and/or above ground facilities and equipment for the switchgear, transformer and conduit system serving the Grantee's customers at and in the vicinity of 2741 Thomas St., St. Louis, MO 63106, on the land described in such Switchgear Easement, 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 such Switchgear Easement.

SECTION TWO. The Mayor and Comptroller of the City of Saint Louis are hereby authorized and directed to execute a Utility Easement Agreement, in substantially the form attached hereto as **Exhibit 2** (the "**Padmount Easement**"), which shall give, grant, extend and confer on Grantee, its agents, successors, and assigns, the right to construct, operate, use, maintain, repair, renew and/or remove electrical power line or lines of underground and/or above

ground facilities and equipment for the padmount, transformer and conduit system serving the Grantee's customers at and in the vicinity of 2741 Thomas St., St. Louis, MO 63106, on the land described in such Padmount Easement, 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 such Padmount Easement.

SECTION THREE. The passage of this ordinance being deemed necessary for the preservation of the public peace, health, and safety, it is hereby deemed to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of Saint Louis, and shall become effective upon its passage and approval by the Mayor.

BOARD BILL NUMBER 175
EXHIBIT 1

See attached.

BOARD BILL NUMBER 175
EXHIBIT 2

See attached.

UTILITY EASEMENT AGREEMENT

UNION ELECTRIC COMPANY d/b/a

AMEREN MISSOURI

THIS EASEMENT AGREEMENT, made this_____day of_____, 20__(the "**Easement Agreement**"), by and between **THE CITY of ST. LOUIS**, a municipal corporation of the State of Missouri, address City Hall Room 200, 1200 Market Street, St. Louis, Missouri 63103 (the "**Grantor**") acting by and through its Mayor and Comptroller, and **Union Electric Company d/b/a Ameren Missouri,** a corporation of the State of Missouri, 1901 Chouteau Ave, MC 700 – Ameren Real Estate, St. Louis, MO 63103 (the "**Grantee**").

WITHNESSETH THAT:

WHEREAS, the Grantor is the owner and operator of 2741 Thomas St., located in the City of St. Louis, Missouri;

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00) in hand and the mutual promises, covenants, and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive "**Utility Easement**" upon and under the surface of certain described real estate in St. Louis City, Missouri, to wit:

A seventeen (17) foot wide electric easement comprised of 595 square feet, more- or-less, of land being part of Lot No. 17 in Block No. 9 of Stoddard Addition and

in Block No. 974 of the City of St. Louis, fronting 30 feet on the North line of Thomas Street, by a depth Northwardly of 118 feet 3 inches to an alley; bounded West by Leffingwell Avenue, situated within township 45 north, range 7 east of the fifth principal meridian and part of a tract of land described in deeds recorded at the St. Louis City Recorder of Deeds Office in Deed Book 09072005, page 0190, and document number 09072005-0190 in the city of St Louis, state of Missouri.

The Utility Easement where Grantee's facilities will be located hereunder will be seventeen (17) foot wide, the centerline of which will be the centerline of Grantee's facilities, as actually installed. Said location will be generally, and as nearly as practicable, as shown and described on the drawing and legal description marked "**EXHIBIT A**" attached hereto and made a part of the Easement Agreement;

The Grantor is willing that the Grantee so use the Utility Easement subject to and in accordance with the following terms, covenants, conditions, and reservations.

1. PURPOSE / USE. The Grantee shall use this Utility Easement only for the purpose of construction, operation, use, maintenance, repair, renewal and/or removal of an electrical power line or lines of underground and/or above ground facilities and equipment for the **" SWITCHGEAR, TRANSFORMER, AND CONDUIT"** (the "**SYSTEM**"), serving the Grantee's customers at and in the vicinity of 2741 Thomas St., St. Louis, MO 63106.

2. TERM. The term of this Easement Agreement will begin on the date first written above and will end only if and when the Grantee abandons its Utility Easement. The Grantee will be deemed to have abandoned its Utility Easement for the purpose/use described in Section 1, after a continuous period of non-use spanning three hundred sixty-five (365) calendar days. If this Easement Agreement expires or is deemed abandoned, the Grantee agrees, covenants, represents and warrants that it will promptly and timely remove, release, quit claim, and transfer to the Grantor by quit claim deed, release, or other legal instrument in a form reasonably acceptable to the Grantor ("**RELEASE**"), all rights, title, claims, and interest in and to the Utility Easement, including any improvements and appurtenances thereto and/or located within the Utility Easement, as shown and described on the attached Exhibit A, without cost to the Grantor. The Grantee agrees, covenants, represents, and warrants that the Release will be executed and delivered by Grantee to the Grantor for recording by the Grantor in a timely manner so as to avoid impacting the Grantor's plan or schedule.

3. RESTORATION. Grantee shall not change the existing ground elevation or drainage pattern. All surfaces including without limitation, weirs and slopes must be restored to the original ground elevation, drainage pattern, and condition after completion of the initial and/or any subsequent construction, reconstruction, installation, maintenance, or repair, unless otherwise agreed to by the Grantor in writing. Grantee agrees, covenants, represents, and warrants that upon the Grantee's abandonment of this Utility Easement, the Grantee, at its sole cost and expense, shall promptly and timely cut and cap utility line(s), remove Grantee property and equipment (other than the cut and capped lines, which may be abandoned in place), and restore the Utility Easement

to its original condition, normal wear and tear accepted, unless otherwise agree to in writing by the Grantor.

4. MAINTENANCE WITHIN UTILITY EASEMENT. The Grantee must continually maintain its facilities within the Utility Easement, including without limitation the System, to the Grantee's standards for similar purposes and uses. The Grantee will be responsible for abiding by and causing its officers, employees, licensees, contractors, suppliers, representatives, agents, and invitees to abide by all applicable federal, state, and local laws, permits, and regulations including, without limitation, all applicable security procedures.

5. ACCESS. Grantee has the right of free access to and from the Utility Easement for its officers, employees, licensees, contractors, suppliers, representatives, agents, and invitees together with the right to use additional space adjacent to the Utility Easement and the right to bring necessary equipment upon the Grantor's premises as may be reasonably required during the period of any construction, reconstruction, installation, maintenance, or repairs in connection with the performance of the Grantee activities as set out in Section 1 above. These enumerated rights are subject to all applicable federal, state, and local laws, permits, and regulations including, without limitation, all applicable security procedures that may restrict or limit access to the Utility Easement. Grantee must give the Grantor, and if applicable the Grantor's tenants, reasonable notice of its need to enter the Utility Easement for non-emergency purposes. If an emergency arises, Grantee must give such reasonable notice as may be practical under the circumstances.

6. RIGHTS LIMITED. No rights are granted to the Grantee except those rights specifically set out in in this Easement Agreement.

7. SUCCESSORS IN INTEREST. This Easement Agreement and the Grantor and Grantee commitments, duties, and obligations within are binding on both the Grantor and the Grantee, and all respective successors and assigns.

8. INDEMNIFICATION. Grantee agrees to protect, defend and hold, indemnify and save harmless the Grantor and its Board of Aldermen, elected officials, officers, employees, agents, contractors, and representatives completely harmless from and against all liabilities, losses, lawsuit, claims or causes of action, judgments, fines or demands of third parties (including, but not limited to, reasonable attorney's fees, court costs, and expert fees) of any nature whatsoever, arising out of or incident to this Easement Agreement or the acts or omissions of the Grantee's officers, employees, agents, representatives, contractors, suppliers, licensees, or invitees regardless of where injury, death, or damage may occur on the Grantor property, except to the extent such liabilities, losses lawsuits, claims or cause of action, judgments, fines or demands arise out of or is caused by the negligence or willful misconduct of the Grantor,; and such indemnity will survive the expiration, termination, or abandonment of the Easement Agreement. Grantee acknowledges and agrees to give prompt notice of any such claims or actions to the Grantee. The Grantee shall use counsel reasonably acceptable to the City Counselor of the Grantor or its designee in carrying out its obligations hereunder. Grantee has the right to defend, compromise, or settle to the extent of Grantee interest.

9. ENVIRONMENTAL CONVENANTS. Grantee covenants, warrants, represents and agrees that Grantee will not object to and, if requested by the Grantor, will within thirty (30) calendar days of the Grantor written request and without compensation, subordinate any rights the Grantee has under this Easement Agreement to an environmental convent or land use restriction which: a) restricts the use of groundwater underlying the Utility Easement; b) conditions access to or the disturbance of soil underlying the Utility Easement; c) limits the use of the Utility Easement to nonresidential use; or d) contains other restrictions or conditions requested by the Grantor to address the presence of Hazardous Materials, if any, at, upon, under, or within the Utility Easement, regardless of when such Hazardous Materials became present at, upon, or within the Utility Easement. Grantor and Grantee stipulate and agree that the definition of "**Hazardous Materials**" is to be construed broadly in accordance with all applicable federal, state, or local laws, statues, rules, permits, and regulation relating to the protection of human health or the environment.

10. NOTICE. Any notice, request, consent, waiver, approval, information, document, or correspondence provided for in this Easement Agreement must be in writing and delivered in-person or sent by overnight mail with receipt, or must be sent by United States registered or certified mail, return receipt requested, postage prepaid, and shall be addressed to the Grantor and Grantee at the respective addresses set forth below. The Grantor and Grantee may change address for receipt of notice by serving notice of the change as provided for in this Section. Notice under this Easement Agreement will be deemed made, given, or received as follows: 1) if delivered by personal service, when delivered to the addressee; 2) if by overnight mail, the next business day; and 3) if by registered/certified mail within three (3) business days after being deposited in the mail, postage prepaid and properly addressed.

If to Grantee:

Ameren Missouri
Attn: Keisha McWhorter
1901 Chouteau Avenue, MC 700 – Ameren Real Estate
St Louis, MO 63103

And if to the Grantor:

City of St. Louis, State of Missouri
1200 Market Street
Room 200
St. Louis, MO 63103

TO HAVE AND TO HOLD THE UTILITY EASEMENT, with all rights appertaining thereto unto the Grantee, its personal representatives, successors in interest, and assigns, it being understood and agreed that the reservations, conditions, representations, term, and covenants of this Easement Agreement will run with the land.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Grantee have entered into this Easement Agreement as set forth above by affixing signatures hereto.

GRANTOR:
THE CITY OF ST. LOUIS, MISSOURI

By:_____
Mayor
The City of St. Louis

COUNTERSIGN

By:_____
Comptroller
The City of St. Louis

APPROVED AS TO FORM

By:_____
City Counselor
The City of St. Louis

ATTEST TO

By:_____
Register
The City of St. Louis

GRANTOR ACKNOWLEDGEMENT

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

On this_____day of _____2025, before me appeared_____, to me personally known, who being by me duly sworn, did say she is the **Mayor of The City of St. Louis**, a municipal corporation of the State of Missouri, and that said instrument was signed on behalf of The City of St. Louis, and acknowledged that said instrument to be the free act and deed of The City of St. Louis.

IN TESTIMONY WHEROF, I have herewith set my hand and affixed my official seal the day and year above written.

_____
Notary Public

My commission expires_____.

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

On this_____day of _____2025, before me appeared_____, to me personally known, who being by me duly sworn, did say she is the **Comptroller of The City of St. Louis**, a municipal corporation of the State of Missouri, and that said instrument was signed on behalf of The City of St. Louis, and acknowledged that said instrument to be the free act and deed of The City of St. Louis.

IN TESTIMONY WHEROF, I have herewith set my hand and affixed my official seal the day and year above written.

_____
Notary Public

My commission expires_____.

GRANTEE:

UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI

BY: _____

Printed Name: Janice Wenzel

Title: Director, Real Estate

Date:_____

GRANTEE ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY ST LOUIS CITY)

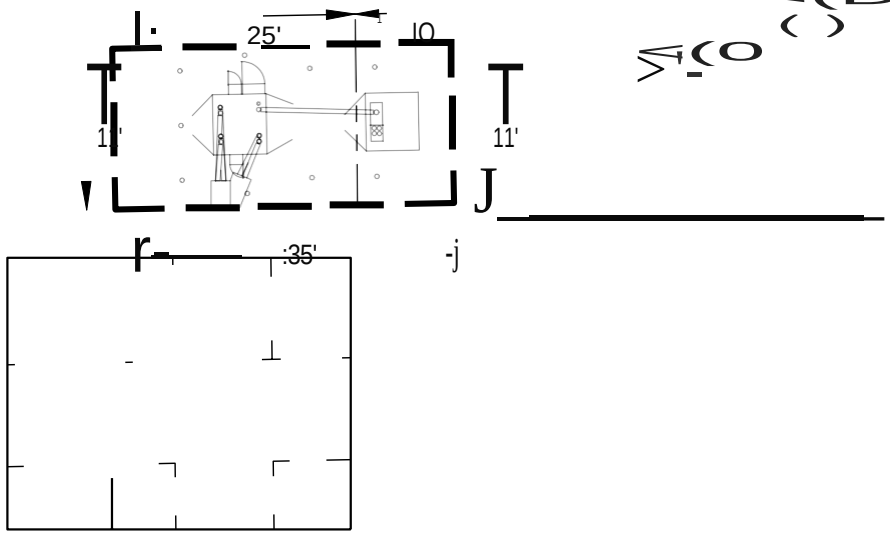
On this_____day of_____2025, before me appeared Janice Wenzel, known as the Director, Real Estate, to me personally known or proven on the basis of satisfactory evidence to be the person whose name is ascribe on the within instrument and acknowledged that he executed the same on behalf of said Union Electric Company d/b/a Ameren Missouri and by its authority for the purposes set forth therein.

IN TESTIMONY WHEROF, I have herewith set my hand and affixed my official seal the day and year above written.

_____
Notary Public

My commission expires_____.

2141 THOMAS ST



NORTH

0 10 20

SCALE, 1"=20'

R/V'l

R/V'l

THOMAS ST. (60' H)

R/V'l

R/V'l

DESIGNED FOR AMEREN BY

ADB COMPANIES

18777 US HWY 66
PACIFIC, MO 63069
314-426-5200

.R. NO.	DATE	DRN. BY
KGI4C!64	'1-18-2025	RCS

DESCRI PTION OF ORK

EASEMENT EXHIBIT "A" -
2141 THOMAS ST -- 'Ill CALL CENTER

AutoCAD SHX Text

DESCRIPTION OF WORK

UTILITY EASEMENT AGREEMENT

UNION ELECTRIC COMPANY d/b/a

AMEREN MISSOURI

THIS EASEMENT AGREEMENT, made this_____day of_____, 20__(the "**Easement Agreement**"), by and between **THE CITY of ST. LOUIS**, a municipal corporation of the State of Missouri, address City Hall Room 200, 1200 Market Street, St. Louis, Missouri 63103 (the "**Grantor**") acting by and through its Mayor and Comptroller, and **Union Electric Company d/b/a Ameren Missouri,** a corporation of the State of Missouri, 1901 Chouteau Ave, MC 700 – Ameren Real Estate, St. Louis, MO 63103 (the "**Grantee**").

WITHNESSETH THAT:

WHEREAS, the Grantor is the owner and operator of 2741 Thomas St., located in the City of St. Louis, Missouri;

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00) in hand and the mutual promises, covenants, and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants to the Grantee a non-exclusive "**Utility Easement**" upon and under the surface of certain described real estate in St. Louis City, Missouri, to wit:

A fifteen (15) foot wide electric easement comprised of 375 square feet, more-or-less, of land being part of Lot No. 17 in Block No. 9 of Stoddard Addition and

in Block No. 974 of the City of St. Louis, fronting 30 feet on the North line of Thomas Street, by a depth Northwardly of 118 feet 3 inches to an alley; bounded West by Leffingwell Avenue, situated within township 45 north, range 7 east of the fifth principal meridian and part of a tract of land described in deeds recorded at the St. Louis City Recorder of Deeds Office in Deed Book 09072005, page 0190, and document number 09072005-0190 in the city of St Louis, state of Missouri.

The Utility Easement where Grantee's facilities will be located hereunder will be fifteen (15) foot wide, the centerline of which will be the centerline of Grantee's facilities, as actually installed. Said location will be generally, and as nearly as practicable, as shown and described on the drawing and legal description marked "**EXHIBIT A**" attached hereto and made a part of the Easement Agreement;

The Grantor is willing that the Grantee so use the Utility Easement subject to and in accordance with the following terms, covenants, conditions, and reservations.

1. PURPOSE / USE. The Grantee shall use this Utility Easement only for the purpose of construction, operation, use, maintenance, repair, renewal and/or removal of an electrical power line or lines of underground and/or above ground facilities and equipment for the **"PADMOUNT, TRANSFORMER, AND CONDUIT"** (the "**SYSTEM**"), serving the Grantee's customers at and in the vicinity of 2741 Thomas St., St. Louis, MO 63106.

2. TERM. The term of this Easement Agreement will begin on the date first written above and will end only if and when the Grantee abandons its Utility Easement. The Grantee will be deemed to have abandoned its Utility Easement for the purpose/use described in Section 1, after a continuous period of non-use spanning three hundred sixty-five (365) calendar days. If this Easement Agreement expires or is deemed abandoned, the Grantee agrees, covenants, represents and warrants that it will promptly and timely remove, release, quit claim, and transfer to the Grantor by quit claim deed, release, or other legal instrument in a form reasonably acceptable to the Grantor ("**RELEASE**"), all rights, title, claims, and interest in and to the Utility Easement, including any improvements and appurtenances thereto and/or located within the Utility Easement, as shown and described on the attached Exhibit A, without cost to the Grantor. The Grantee agrees, covenants, represents, and warrants that the Release will be executed and delivered by Grantee to the Grantor for recording by the Grantor in a timely manner so as to avoid impacting the Grantor's plan or schedule.

3. RESTORATION. Grantee shall not change the existing ground elevation or drainage pattern. All surfaces including without limitation, weirs and slopes must be restored to the original ground elevation, drainage pattern, and condition after completion of the initial and/or any subsequent construction, reconstruction, installation, maintenance, or repair, unless otherwise agreed to by the Grantor in writing. Grantee agrees, covenants, represents, and warrants that upon the Grantee's abandonment of this Utility Easement, the Grantee, at its sole cost and expense, shall promptly and timely cut and cap utility line(s), remove Grantee property and equipment (other than the cut and capped lines, which may be abandoned in place), and restore the Utility Easement

to its original condition, normal wear and tear accepted, unless otherwise agree to in writing by the Grantor.

4. **MAINTENANCE WITHIN UTILITY EASEMENT**. The Grantee must continually maintain its facilities within the Utility Easement, including without limitation the System, to the Grantee's standards for similar purposes and uses. The Grantee will be responsible for abiding by and causing its officers, employees, licensees, contractors, suppliers, representatives, agents, and invitees to abide by all applicable federal, state, and local laws, permits, and regulations including, without limitation, all applicable security procedures.

5. **ACCESS.** Grantee has the right of free access to and from the Utility Easement for its officers, employees, licensees, contractors, suppliers, representatives, agents, and invitees together with the right to use additional space adjacent to the Utility Easement and the right to bring necessary equipment upon the Grantor's premises as may be reasonably required during the period of any construction, reconstruction, installation, maintenance, or repairs in connection with the performance of the Grantee activities as set out in Section 1 above. These enumerated rights are subject to all applicable federal, state, and local laws, permits, and regulations including, without limitation, all applicable security procedures that may restrict or limit access to the Utility Easement. Grantee must give the Grantor, and if applicable the Grantor's tenants, reasonable notice of its need to enter the Utility Easement for non-emergency purposes. If an emergency arises, Grantee must give such reasonable notice as may be practical under the circumstances.

6. **RIGHTS LIMITED**. No rights are granted to the Grantee except those rights specifically set out in in this Easement Agreement.

7. **SUCCESSORS IN INTEREST.** This Easement Agreement and the Grantor and Grantee commitments, duties, and obligations within are binding on both the Grantor and the Grantee, and all respective successors and assigns.

8. **INDEMNIFICATION**. Grantee agrees to protect, defend and hold, indemnify and save harmless the Grantor and its Board of Aldermen, elected officials, officers, employees, agents, contractors, and representatives completely harmless from and against all liabilities, losses, lawsuit, claims or causes of action, judgments, fines or demands of third parties (including, but not limited to, reasonable attorney's fees, court costs, and expert fees) of any nature whatsoever, arising out of or incident to this Easement Agreement or the acts or omissions of the Grantee's officers, employees, agents, representatives, contractors, suppliers, licensees, or invitees regardless of where injury, death, or damage may occur on the Grantor property, except to the extent such liabilities, losses lawsuits, claims or cause of action, judgments, fines or demands arise out of or is caused by the negligence or willful misconduct of the Grantor,; and such indemnity will survive the expiration, termination, or abandonment of the Easement Agreement. Grantee acknowledges and agrees to give prompt notice of any such claims or actions to the Grantee. The Grantee shall use counsel reasonably acceptable to the City Counselor of the Grantor or its designee in carrying out its obligations hereunder. Grantee has the right to defend, compromise, or settle to the extent of Grantee interest.

9. ENVIRONMENTAL CONVENANTS. Grantee covenants, warrants, represents and agrees that Grantee will not object to and, if requested by the Grantor, will within thirty (30) calendar days of the Grantor written request and without compensation, subordinate any rights the Grantee has under this Easement Agreement to an environmental convent or land use restriction which: a) restricts the use of groundwater underlying the Utility Easement; b) conditions access to or the disturbance of soil underlying the Utility Easement; c) limits the use of the Utility Easement to nonresidential use; or d) contains other restrictions or conditions requested by the Grantor to address the presence of Hazardous Materials, if any, at, upon, under, or within the Utility Easement, regardless of when such Hazardous Materials became present at, upon, or within the Utility Easement. Grantor and Grantee stipulate and agree that the definition of "**Hazardous Materials**" is to be construed broadly in accordance with all applicable federal, state, or local laws, statues, rules, permits, and regulation relating to the protection of human health or the environment.

10. NOTICE. Any notice, request, consent, waiver, approval, information, document, or correspondence provided for in this Easement Agreement must be in writing and delivered in-person or sent by overnight mail with receipt, or must be sent by United States registered or certified mail, return receipt requested, postage prepaid, and shall be addressed to the Grantor and Grantee at the respective addresses set forth below. The Grantor and Grantee may change address for receipt of notice by serving notice of the change as provided for in this Section. Notice under this Easement Agreement will be deemed made, given, or received as follows: 1) if delivered by personal service, when delivered to the addressee; 2) if by overnight mail, the next business day; and 3) if by registered/certified mail within three (3) business days after being deposited in the mail, postage prepaid and properly addressed.

If to Grantee:

Ameren Missouri
Attn: Keisha McWhorter
1901 Chouteau Avenue, MC 700 – Ameren Real Estate
St Louis, MO 63103

And if to the Grantor:

City of St. Louis, State of Missouri
1200 Market Street
Room 200
St. Louis, MO 63103

TO HAVE AND TO HOLD THE UTILITY EASEMENT, with all rights appertaining thereto unto the Grantee, its personal representatives, successors in interest, and assigns, it being understood and agreed that the reservations, conditions, representations, term, and covenants of this Easement Agreement will run with the land.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Grantee have entered into this Easement Agreement as set forth above by affixing signatures hereto.

GRANTOR:
THE CITY OF ST. LOUIS, MISSOURI

By:_____
Mayor
The City of St. Louis

COUNTERSIGN

By:_____
Comptroller
The City of St. Louis

APPROVED AS TO FORM

By:_____
City Counselor
The City of St. Louis

ATTEST TO

By:_____
Register
The City of St. Louis

GRANTOR ACKNOWLEDGEMENT

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

On this_____day of _____2025, before me appeared_____, to me personally known, who being by me duly sworn, did say she is the **Mayor of The City of St. Louis**, a municipal corporation of the State of Missouri, and that said instrument was signed on behalf of The City of St. Louis, and acknowledged that said instrument to be the free act and deed of The City of St. Louis.

IN TESTIMONY WHEROF, I have herewith set my hand and affixed my official seal the day and year above written.

_____
Notary Public

My commission expires_____.

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

On this_____day of _____2025, before me appeared_____, to me personally known, who being by me duly sworn, did say she is the **Comptroller of The City of St. Louis**, a municipal corporation of the State of Missouri, and that said instrument was signed on behalf of The City of St. Louis, and acknowledged that said instrument to be the free act and deed of The City of St. Louis.

IN TESTIMONY WHEROF, I have herewith set my hand and affixed my official seal the day and year above written.

_____
Notary Public

My commission expires_____.

GRANTEE:

UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI

BY: _____

Printed Name: Janice Wenzel

Title: Director, Real Estate

Date:_____

GRANTEE ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY ST LOUIS CITY)

On this_____day of_____2025, before me appeared Janice Wenzel, known as the Director, Real Estate, to me personally known or proven on the basis of satisfactory evidence to be the person whose name is ascribe on the within instrument and acknowledged that he executed the same on behalf of said Union Electric Company d/b/a Ameren Missouri and by its authority for the purposes set forth therein.

IN TESTIMONY WHEROF, I have herewith set my hand and affixed my official seal the day and year above written.

_____
Notary Public

My commission expires_____.

EXHIBIT A

2826 SHERIDAN

N LEFFINGWELL AVE

2814 SHERIDAN

AMEREN MO R.O.W. DEPT TO
SECURE A 25' LONG x
15' WIDE AS BUILT EASEMENT
REQUESTED BY
CUSTOMER AT THE REAR OF
PROPERTY 2741 THOMAS ST

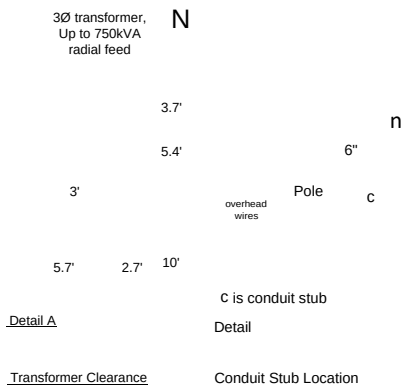
2741 THOMAS

XA50F A
(029)

LAT
38664

100T FUSE

door



n

CONSTRUCTION PLAT ACCEPTANCE

The undersigned accepts the planned Ameren Missouri construction and contingencies as shown hereon.

Signature:

Printed Name:

Title:

Date:

No extraordinary safety concerns found.

REV	DATE	DES	DESCRIPTION	APPD

Body Mechanics ● Eyes on Path/Work ● Line of Fire
Pre-Job Inspection ● Proper Tool/Equipment

PROJECT NAME / CUSTOMER NAME
City of Saint Louis 911 Call Center

2741 Thomas

DRAWING # / WORK
WO #

KB29264, KB09137
4kv
086002
01020790

LOCATION	FINANCIAL WO #	HIGHEST VOLTAGE	CIRCUIT	PREFIX / VOLUME / PAGE

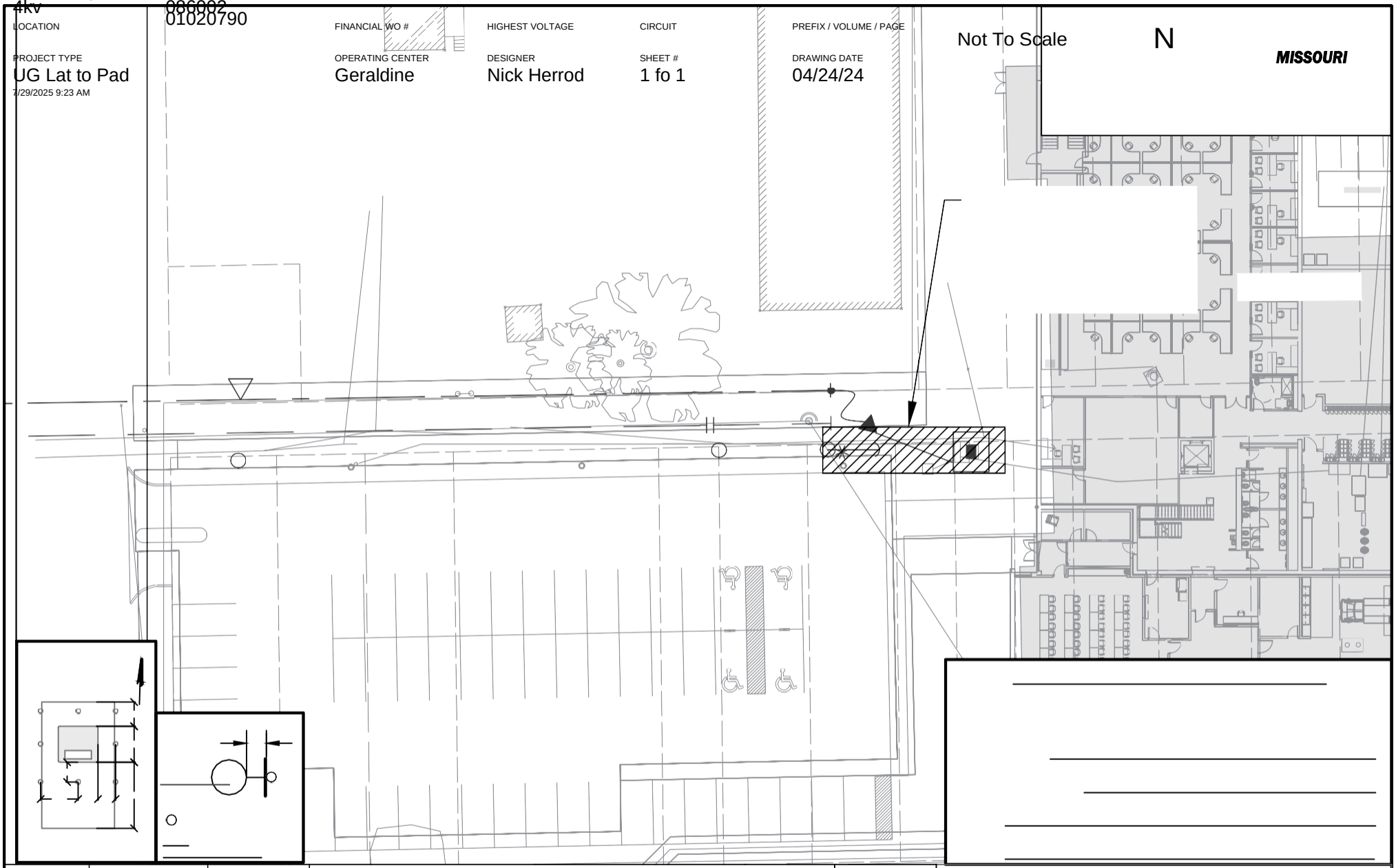
PROJECT TYPE	OPERATING CENTER	DESIGNER	SHEET #	DRAWING DATE
UG Lat to Pad	Geraldine	Nick Herrod	1 fo 1	04/24/24

7/29/2025 9:23 AM

Not To Scale

N

MISSOURI



Summary
Board Bill Number 138
Introduced by Alderwoman Alisha Sonnier
February 6, 2026

The purpose of this ordinance is to declare a moratorium until January 31, 2031, on all approvals for non-municipal detention facilities proposed within the City of St. Louis, including the approval of building permits, special use permits, plan review, project plans, and development plans, where the subject matter of the project is a proposed non-municipal detention facility.

BOARD BILL NUMBER 138 INTRODUCED BY ALDERWOMAN ALISHA SONNIER COSPONSORS: ALDERWOMAN ANNE SCHWEITZER/ALDERMAN SHANE COHN/ALDERMAN MICHAEL BROWNING/ALDERWOMAN LAURA KEYSALDERMAN RASHEEN ALDRIDGE/ALDERWOMAN JAMI COX ANTWI

An Ordinance declaring a moratorium until January 31, 2031, on all approvals for non-municipal detention facilities proposed within the City of St. Louis, including the approval of building permits, special use permits, plan review, project plans, and development plans, where the subject matter of the project is a proposed non-municipal detention facility.

SECTION ONE. Purpose. The purpose of this ordinance is to impose a temporary moratorium on approvals for Non-Municipal Detention Facilities pursuant to the home rule authority granted to the City of St. Louis under Article VI, Section 19 of the Missouri Constitution; the zoning and land-use authority delegated to municipalities under Chapter 89 of the Revised Statutes of Missouri; and the powers conferred to the St. Louis Board of Aldermen by the Charter of the City of St. Louis, while matters relating to non-municipal detention facilities are assessed with regard to their potential impacts on public health, safety, civil liberties, and community welfare.

SECTION TWO. Definitions. For purposes of this ordinance, the following terms shall have the meanings set forth below:

A. ***Non-Municipal Detention Facility***. "Non-municipal detention facility" shall mean any building, structure, complex, or use, whether publicly or privately owned or operated, that is not owned or operated by the City of St. Louis, and that is intended for the detention, incarceration, confinement, correction, or holding of individuals, including but not limited to jails, prisons, detention centers, correctional facilities, holding facilities, or similar carceral uses, whether temporary or permanent.

B. ***Approval***. "Approval" under this Section shall include, but not be limited to, the issuance, approval, or authorization of any building permit, occupancy permit, special use permit,

conditional use permit, zoning map amendment, text amendment, plan review, site plan, project plan, development plan, subdivision approval, variance, waiver, or any other discretionary approval required under the Revised Code of the City of St. Louis or any rule or regulation promulgated thereunder.

C. ***Application***. "Application" shall mean any application, request, filing, or submission seeking an Approval, whether complete or incomplete, formal or informal.

SECTION THREE. Moratorium.

A. ***Moratorium Established.*** There is hereby imposed a moratorium on the acceptance, processing, issuance, or any Approval for any Non-Municipal Detention Facility, including but not limited to Approvals that would allow the acquisition, construction, reconstruction, alteration, expansion, facilitation, or initiation of a new or existing project, where the Application for such Approval was filed on or after January 30, 2026. During the moratorium period, no application shall be processed in order to preserve the status quo and ensure careful consideration of the impacts of non-municipal detention facilities on the public health, safety, and welfare of the City.

B. ***Scope of Moratorium.*** The moratorium shall apply to all departments, divisions, boards, commissions, and agencies of the City of St. Louis, including but not limited to the Building Division, the Zoning Section, the Planning and Urban Design Agency, the Board of Adjustment, and the Planning Commission.

SECTION FOUR. Administration and Enforcement.

A. ***Suspension of Review.*** During the moratorium period, no City officer or employee shall accept, process, approve, or issue any Approval subject to this ordinance.

B. ***Interpretation***. This ordinance shall be liberally construed to effectuate its purpose of temporarily suspending development activity related to Non-Municipal Detention Facilities.

SECTION FIVE. Duration. This moratorium shall remain in full force and effect until January 31, 2031, unless extended by ordinance of the Board of Aldermen.

SECTION SIX. Effective Date. This being an ordinance necessary for the immediate preservation of the public peace, health, safety, and welfare of the City of St. Louis and its residents, due to the urgent need to prevent the approval of applications for non-municipal detention facilities and to preserve the status quo regarding such land uses, this ordinance is hereby declared an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and shall become effective immediately upon its passage and approval by the Mayor.

SECTION SEVEN. 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 provision, and such holding shall not affect the validity of the remaining portions thereof.

Summary
Board Bill Number 151
Introduced by Alderman Rasheen Aldridge Jr
February 13, 2026

An Ordinance to amended the Public Nuisance Ordinance by repealing certain sections and adding new ones to create a Nuisance Review Board.

BOARD BILL NUMBER 151 INTRODUCED BY RASHEEN ALDRIDGE

COSPONSORS: ALDERMAN THOMAS OLDENBURG/ALDERMAN BRET NARAYAN/ALDERWOMAN DANIELA VELAZQUEZ/ALDERWOMAN ALISHA SONNIER/ALDERWOMAN SHAMEEM CLARK-HUBBARD

An Ordinance to amend Ordinance No. 69730, as amended by Ordinance No. 70390, in order to establish a Nuisance Review Board.

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

SECTION ONE. Repeal And Replacement.

Ordinance No. 69730, as amended by Ordinance No. 70390, is hereby amended by repealing Section Five in its entirety, including all references to the Administrative Hearing Officer, and replacing it with the following**:**

SECTION FIVE. NUISANCE PROPERTY REVIEW BOARD AND COMMUNITY PETITION PROCESS

§ 5.100 – Establishment; Authority

A. The Nuisance Property Review Board ("Board"), as established by Ordinance No. 70390, as amended, shall have exclusive authority to hear and determine public nuisance property matters arising under this Ordinance.

B. The Board shall function as an administrative, quasi-judicial body and shall exercise all authority previously vested in the Administrative Hearing Officer, including conducting hearings, making findings of fact and conclusions of law, and issuing remedial orders.

§ 5.110 – Jurisdiction

The Board shall have jurisdiction to:

A. Hear cases referred by the Department of Public Safety, Building Division, Health Department, or other City agencies expressly authorized by ordinance, executive order, or written designation of City Counselor;

B. Hear cases initiated through a community petition process pursuant to § 5.200;

C. Determine whether a property constitutes a nuisance under this Ordinance, Ordinance No. 56705, and/or 82.1027(3) RSMo; and

D. Issue orders requiring abatement of the public nuisance including corrective action, compliance plans, timelines for remediation, restrictions on sales of products if those projects are contributing to the public nuisance and any remedies allowed in sections 15.42.010 to 15.42.090 or as otherwise authorized herein.

§ 5.120 – Composition and Appointment

A. The Board shall consist of **seven (7) members** appointed by the Mayor and confirmed by the Board of Aldermen.

B. Membership shall include:

1. One attorney licensed in Missouri with experience in municipal or administrative law;
2. One representative with experience in building or housing code enforcement;
3. One representative with public health or safety expertise;
4. Four community members who are residents of the City of St. Louis.

C. Members shall serve staggered three-year terms and may be reappointed.

SUBSECTION II. COMMUNITY PETITION PROCESS

§ 5.200 – Purpose and Limited Effect of Petition

A. A community petition shall serve as a mechanism to request administrative review by the City and provide evidence of the existence of a public nuisance that the Board can consider at its discretion; but a community petition alone shall not constitute a determination that a nuisance exists.

B. Submission or verification of a petition shall not shift the burden of proof from the City, compel enforcement action, or create a private right of action.

§ 5.210 – Eligibility to Petition

A petition may be submitted by Persons (defined to include individuals and legal entities) who, at the time of signing, fall within one (1) qualifying class within a three hundred fifty (350) foot radius of the subject property, drawn from the center of the front entrance of the premises projected to the street; when a multi-floor building falls within the petition circle, the petition circle shall include the main floor, the two floors immediately above the main floor, and the floor immediately below the main floor; if any part of a building or parcel of real property falls within the petition circle, the entire building or parcel shall be considered within the petition circle; with respect to a condominium created under Chapter 448 RSMo. 2000 (as amended), "Persons" shall mean one head count applied to the applicable unit owners' association's authorized representative and not to each unit owner within the condominium:

1. Registered voters whose voter registration address is located within the radius;
2. Owners of record of real property located within the radius; or
3. Owners or operators of businesses physically located within the radius.

§ 5.220 – Threshold Requirement

A petition shall be deemed sufficient only if it contains signatures from not less than fifty-one percent (51%) of the total number of eligible persons within a single qualifying class identified in § 5.210. Signatories from different classes shall not be aggregated to meet the threshold.

§ 5.230 – Form and Content

Each petition shall be submitted on a form prescribed by the Department of Public Safety ("DPS") and shall include:

A. Identification of the subject property by address and parcel number;

B. A concise statement of the alleged conditions constituting a nuisance, based on observable conduct or conditions;

C. The printed name, signature, address, and qualifying status of each signatory; and

D. A sworn affidavit by the petition organizer attesting, under penalty of perjury, that the information provided is true and correct to the best of their knowledge**.**

§ 5.240 – Verification and Screening

A. DPS, or its designee, shall independently verify petition sufficiency, including geographic eligibility and qualifying status of signatories.

B. The City may decline to docket a petition that is facially insufficient, duplicative of a matter resolved within the prior twelve (12) months, or unsupported by objective indicia of nuisance activity.

§ 5.250 – City Control of Proceedings

Upon verification, a petition shall proceed to the Board only upon authorization by the City Counselor, which shall retain sole discretion over prosecution and presentation of evidence before the Board; however, Persons who are eligible to sign the community petition shall have the right to testify at the hearing in front of the Board.

§ 5.260 – No Private Right of Action

Submission or verification of a petition shall not create standing to compel enforcement, entitlement to a hearing, or entitlement to a particular outcome.

SUBSECTION III. NOTICE, HEARING, AND DETERMINATION

§ 5.300 – Notice of Hearing

A. Written notice of a Board hearing shall be posted in plain public sight at the subject property and be provided to:

1. The property owner of record;
2. Any lienholders of record; and
3. The petition organizer, if applicable.
4. The Alderman, or their designee, for the area in which the subject property is located;
5. The SLMPD Captain for the district in which the subject property is located;
6. Any active neighborhood associations for the area in which the subject property is located.

B. Notice shall be sent by first class United States mail or served in person not less than twenty-one (21) days prior to the hearing. A copy of the Hearing Notice shall also be posted in a prominent place on the premises, and shall include:

1. The alleged nuisance conditions;
2. The legal authority for the proceeding;
3. The date, time, and location of the hearing; and
4. A statement of the right to appear, present evidence, call witnesses, and be represented by counsel.

§ 5.310 – Hearing Procedure

a. Hearings shall be conducted by the Board and recorded.

b. All testimony shall be given under oath or affirmation.

c. The case for the City shall be presented by the City Counselor.

d. Petitioners may testify as to observed conditions and impacts.

e. The Owner shall have the right to appear personally or through counsel, present evidence, call witnesses, and cross-examine witnesses.

f. An attorney who appears on behalf of any Owner must file a written appearance with the Director of the Department of Public Safety.

g. The Board may grant continuances only upon a finding of good cause.

h. The Board may issue subpoenas to secure the attendance and testimony of relevant witnesses and the production of relevant documents.

i. The record of all hearings before the Board shall include: (i) a record of the testimony presented at the hearing, which may be made by tape recording, digital recording or other appropriate means; (ii) all exhibits submitted as evidence at the hearing; and (iii) a copy of the Order.

j. Hearings shall be deemed and conducted as contested cases within the meaning of Chapter 536, RSMo.

k. In determining the presence of a public nuisance, the Board can consider evidence presented of public nuisance activity associated with the alleged public nuisance property.

§ 5.320 – Findings and Orders

A. The Board shall issue written findings of fact and conclusions of law.

B. If the Board finds that a public Nuisance, as defined in this Ordinance, or Nuisances exist, the Board shall issue an order requiring the Owner to abate the public nuisance within a reasonable timeframe.

C. Such measures may include, but are not limited to:

1. Security improvements to the premises;
2. Hiring of licensed and insured security personnel;
3. Implementation of property management or access-control plans;
4. Required on-site management presence during identified high-risk periods;
5. Restriction or prohibition of specific activities contributing to nuisance conditions;
6. Conditional limitations on property use until compliance is achieved;
7. Removal of trash, debris, or abandoned personal property;
8. Closing and boarding of the premises for a period not to exceed one (1) year.

D. Orders shall be proportional to the severity and duration of the nuisance and shall consider documented good-faith compliance efforts.

E. The Board shall specify reasonable deadlines for compliance with each ordered corrective action and may schedule follow-up hearings or reviews to assess compliance.

§ 5.330 – Judicial Review

Any final order of the Board shall be subject to judicial review pursuant to Chapter 536, RSMo.

§ 5.340 – Summons For Violation of Nuisance Abatement Order

Failure to comply with an order of the Board shall be a violation of this ordinance and any person who fails to comply with such an order shall be subject to a fine of not less than One Hundred Dollars ($100.00) nor more than Five Hundred Dollars ($500.00) for each day the court finds such person to be in noncompliance. In addition to a fine, the court may sentence such person to not more than ninety (90) days imprisonment.

§ 5.350 – Condemnation, Revocation of Permits, Licenses, and Nullification of Exemptions

If the Board determines that a nuisance exists and orders that the abatement of the nuisance requires closure of the subject premises, the following shall apply:

A. If the building is at any time occupied during the order of closure the building shall be deemed a “Nuisance” in accordance with the City of St. Louis Property Maintenance Code and “Condemned” in accordance with the laws of the City of St. Louis that apply to Condemned buildings. All the remedies to the City of St. Louis allowed through those Ordinances shall apply to the violation of a Nuisance Abatement Order.

B. Prior to occupancy of the premises, whether commercial or residential, the property shall be inspected by the appropriate City, State and Federal Inspectors. The subject premises must be in compliance with all applicable city, state and federal, health, safety property maintenance and building codes. No occupancy shall occur unless all code violations are abated.

C. Any property, commercial or residential which had previously been exempt from or "grandfathered in" and not subject to compliance with current health, safety, zoning, property maintenance and building codes will be deemed to have forfeited that status and must be in total compliance with all applicable City, state and federal, health, safety property maintenance and building codes. The property shall be subject to a Full Occupancy Inspection. No occupancy shall occur unless all code violations are abated.

D. Any licenses, variances, permits or certificates, whether business, occupancy or building code which pertain to the subject premises and were in effect at the time of an Order of Closure of the premises are deemed revoked or abandoned.

SECTION TWO. CONFORMING AMENDMENTS

All references in Ordinance No. 69730, as amended, to the "Administrative Hearing Officer" are hereby deleted and replaced with references to the "Nuisance Property Review Board," where contextually appropriate.

SECTION THREE. CONTINUITY OF LAW

Except as expressly amended herein, all definitions, enforcement authorities, penalties, and remedies contained in Ordinance No. 69730 and Ordinance No. 70390 shall remain in full force and effect**.**

SECTION FOUR. RULEMAKING

The Board is authorized to adopt rules of procedure consistent with this Ordinance and applicable law.

SECTION FIVE. SEVERABILITY

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. EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after its approval.

FISCAL NOTE
BOARD BILL NUMBER 151

Board Bill No. 151

Preparer's Name *Cheryl Campbell*

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

Bill Sponsor Alderman Rasheen Aldridge

Bill Synopsis:	*A bill amending the Public Nuisance Ordinance by repealing provisions related to the Administrative Hearing Officer and establishing a seven-member Nuisance Property Review Board with authority to hear and determine nuisance property matters; establishing community petition procedures; defining notice and hearing processes; authorizing rulemaking; and providing enforcement and judicial review mechanisms.*
Type of Impact:	*Potential Increase in Costs (Indeterminate)*
Agencies Affected:	*Department of Public Safety;* *City Counselor's Office;* *Mayor's Office;* *Board of Aldermen;* *Other City agencies referring nuisance matters.*

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? *X* Yes ___ 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 _*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 establishes a Nuisance Property Review Board and associated administrative procedures replacing the Administrative Hearing Officer structure. Departments may incur administrative workload related to coordination of hearings, petition verification, notice processing, recordkeeping, legal participation, and staff support.
The bill does not specify staffing models, operational workload volume, or implementation approaches; therefore, estimated costs cannot be determined.

- 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 bill replaces functions currently performed by the Administrative Hearing Officer with a Review Board structure. Adjudicatory responsibilities are transferred rather than eliminated, resulting in functional overlap during transition and structural modification of existing administrative processes.

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

Potential operating costs may include administrative coordination, hearing documentation and recording, mailing and notice requirements, and departmental participation in proceedings. The bill does not identify appropriations or funding sources. Fiscal impacts may vary depending on implementation decisions.

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	*None Identified*	*None Identified*	*None Identified*
Net	*Indeterminate*	*Indeterminate*	*Indeterminate*
Financial Estimate of Impact on Special Funds			
Fiscal Impact	**Year 1 (current)**	**Year 2**	**Year 3**
Additional Expenditures	*None Identified*	*None Identified*	*None Identified*
Additional Revenue	*None Identified*	*None Identified*	*None Identified*
Net	*None*	*None*	*None*

- Describe any assumptions used in preparing this fiscal note:

This fiscal note evaluates potential impacts based on structural and procedural requirements described in the bill.
Implementation details such as staffing models, compensation provisions, workload volume, or departmental resource allocations are not specified in the bill language. Fiscal impacts may vary depending on administrative decisions made during implementation.

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

Board Bill (Public Nuisance Ordinance Amendment — Aldridge)
Review of existing Public Nuisance Ordinance structure
Preparer analysis based on bill language

- 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 169
Sponsored by Alderwoman Keys
Date: February 13, 2026

This Board Bill seeks to amend Ordinance #71830 effective June 1, 2024. This Board Bill will allow for up to a ten (10) years of tax abatement based on 90% of the assessed value of incremental improvements to encourage development of a Kimpton Hotel.

BOARD BILL NUMBER 169 INTRODUCED BY ALDERWOMAN LAURA KEYS

An ordinance amending Ordinance #71830 effective June 1, 2024 (Exhibit 1 attached) by modifying the terms of real estate tax abatement.

WHEREAS, Ordinance #71830 approved an amended Redevelopment Plan for the 2601 Market St. Redevelopment Area ("Area") after affirming that the Area was blighted by Ordinance #71830 as defined in Section 99.320 of the Revised Statutes of Missouri, as amended (the "Statute" being Sections 99.300 to 99.715 inclusive).

WHEREAS, Ordinance #71830 and Section F of the 2601 Market St. Redevelopment Plan, ("Plan"), provide for a ten (10) year tax abatement.

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

SECTION ONE. Section Fourteen of Ordinance #71830 and Section F of the Plan for the Area shall be deleted and replaced with the following:

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 ten percent (10%) 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 TWO. All other sections of Ordinance #71830 and all other sections of the Plan shall remain the same as approved effective June 1, 2024.

ORDINANCE 71830

BOARD BILL NUMBER 197 INTRODUCED BY ALDERWOMAN LAURA KEYS

An ordinance approving a Redevelopment Plan dated November 14, 2023 (“Plan”) for the 2601 Market St. 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 75 percent 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 2601 Market St. Area," dated November 14, 2023 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 2601 Market St. 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 November 14, 2023, 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 unoccupied. If it becomes 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 Business Enterprises ("MBE's") and Women's Business Enterprises ("WBE's") 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 MBE’s and WBE’s established by the City;

(d) To adhere to the requirements of Ordinance Nos. 69427, 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 ordinances apply to the Project

(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 MBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by minority group members who have at least fifty-one (51) percent ownership. The minority group member(s) must have operational and management control, interest in capital and earnings commensurate with their percentage of ownership. The term Minority Group Member(s) shall mean persons legally residing in the United States who are Black, Hispanic, Native American (American Indian, Eskimo, Aleut or Native Hawaiian), Asian Pacific American (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands, Laos, Cambodia or Taiwan) or Asian Indian American (persons with origins from India, Pakistan or Bangladesh). The term WBE shall mean a sole proprietorship, partnership, corporation, profit or non-profit organization owned, operated and controlled by a woman or women who have at least fifty-one

(51) percent ownership. The woman or women must have operational and managerial control, interest in capital and earnings commensurate with their percentage of ownership.

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 twenty-five percent (25 percent) 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.

Attachment “A”

2601 Market St.
Redevelopment Area

Legal Description

CB 926 MARKET ST
2.808 ACRES
BNDRY ADJ PLAT OF PRT TRACT 20 & 21 OF
MILL CREEK VALLEY ADDN
NEW LOT B
Parcel: 0926-9-010.002

ATTACHMENT "B"

Form: 10/11/2023

BLIGHTING STUDY AND PLAN

FOR THE

2601 Market St.
Redevelopment Area

PROJECT # 2466

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY

OF THE CITY OF ST. LOUIS

November 14, 2023

Amended January 24, 2026

MAYOR
Cara Spencer

BLIGHTING STUDY AND PLAN FOR
2601 Market St.
Redevelopment Area

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E X H I B I T S

"A"	DESCRIPTION
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"C"	PROPOSED LAND USE
"D"	ACQUISITION MAP
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“F”	BLIGHTING REPORT
“G”	SUSTAINABILITY REPORT

A. EXISTING CONDITIONS AND FINDINGS OF BLIGHT

1. DELINEATION OF BOUNDARIES

The 2601 Market St. Redevelopment Area ("Area") consists of land totaling approximately 2.8 acres in portions of the Midtown Neighborhood of the City of St. Louis ("City") and is located on the west side of Jefferson Ave. between Market St. and Olive St.

The property 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 CONDITION OF THE AREA

The Area comprises a portion of City Block 926. The Area consists of a vacant lot. The parcel by parcel physical conditions within the Area are shown on Exhibit "B" ("Project Area Plan-Existing Uses and Conditions") and enumerated in Exhibit "F" "Blighting Report".

Unemployment figures, computed by the St. Louis Fed, indicate a 3.2% unemployment rate for the City for the month of September 2023. It is estimated that this rate is applicable to residents of the neighborhoods surrounding the Area.

There are currently no jobs within the Area.

3. PRESENT LAND USE OF THE AREA

Existing land uses within the Area include a vacant lot.

The land use, including the location of public and private uses, streets and other rights-of-way is shown on Exhibit "B-2".

4. PRESENT LAND USE AND DENSITY OF SURROUNDING PROPERTIES

The properties surrounding the Area are commercial. Residential density for the surrounding neighborhood is approximately 6.53 persons per acre.

5. CURRENT ZONING

The Area is zoned "I"- Central Business District pursuant to the Zoning Code of the City, which is incorporated in this Plan by reference.

6. FINDING OF BLIGHT

The properties within the Area are unoccupied 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. DEVELOPMENT OBJECTIVES

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

The City Planning Commission adopted a Sustainability Plan on January 9, 2013. 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 commercial uses permitted in zones designated "I"- Central Business 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 for any of the following:

adult bookstores, X-rated movie houses, auto and truck dealers (new or used), truck or other equipment rentals requiring outside storage, free standing package liquor stores, check cashing centers.

Exhibit "C" (Proposed Land Use) shows the proposed uses for the Area.

3. PROPOSED ZONING

The zoning for the Area can remain "I"- Central Business 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" (as amended 2023).

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

The implementation of this Plan is expected to result in 115 new jobs in the Area.

6. CIRCULATION

The Proposed Land Use Plan (Exhibit "C") indicates the proposed circulation system for the Area.

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; however, should a zoning variance be needed to achieve this Plan, the Redeveloper(s) will have the responsibility to obtain the appropriate approvals.

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

All Redeveloper(s) seeking real estate tax abatement pursuant under this Plan and those property owners only seeking a building permit for property in the Area are subject to the following urban design requirements and shall be responsible for obtaining a zoning variance should that be necessary to achieve these requirements:

a. OBJECTIVES

The Area shall be redeveloped such that it is an attractive commercial asset to the surrounding neighborhood and preserve opportunities to facilitate future transit and other multi-modal (e.g., greenway) access in the Area.

b. REGULATIONS

1.) **New construction including exterior materials** shall conform to the plans approved by the Preservation Board, or plans subsequently reviewed and approved by Cultural Resources Office staff and/or the Preservation Board.

c. LANDSCAPING

The Area shall be well-landscaped. Perimeter street trees of a minimum caliper of 2-1/2 inches and generally 30-35 feet on center, as determined by the Parks Department of the City depending upon tree type, utilities, curb cuts, etc., shall be provided along all public or private streets - preferably in tree lawns along the curb. Existing, healthy trees and shrubs shall be retained, if feasible.

d. FENCING

New fencing shall be designed to conform with the designs approved by the Preservation Board, as referenced above. In no case shall the fencing have razor or brushed wire on top if it is visible from any street.

9. PARKING REGULATIONS

Parking shall be provided in accordance with the applicable zoning and building code requirements of the City, unless a variance from these requirements is granted.

Surface parking shall be located primarily behind the newly constructed building. No surface parking space may be located within 5 feet of any public sidewalk. Surface parking along public streets shall be buffered by a continuous evergreen hedge at least two and one-half (2-1/2) feet high on planting and maintained at three and one-half (3-1/2) feet high at maturity. Three percent (3%) of the interior of all parking lots containing more than twenty-five (25) spaces shall be landscaped with trees, at least two and one-half (2-1/2) inch caliper in size on planting. The trees shall be planted on islands, the largest dimension of which shall be at least five (5) feet, planted with low lying ground cover or other plant material.

10. SIGN REGULATIONS

All new signs shall be limited as set out in the City Code, PDA stipulations, this Plan and agreements between the LCRA and the Redeveloper(s). A uniform signage plan must be prepared by the Redeveloper(s) for the entire Area, to be reviewed and approved by LCRA staff.

11. BUILDING, CONDITIONAL USE AND SIGN PERMITS

No building, conditional use, or sign permits shall be issued by the City without the prior written recommendation 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 redevelopment. 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 redeveloped 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

The implementation of this Plan shall take place in many phases initiated within approximately two (2) years the effective date of the ordinance approval of this Plan by ordinance and completed within approximately five (5) years of the effective date of the ordinance approval of of this Plan.

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

D. EXECUTION OF PROJECT

1. ADMINISTRATION AND FINANCING

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

All costs associated with the redevelopment of the Area will be borne by property owners including 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 Property Acquisition Map, Exhibit "D" attached, identifies all the property 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

All of the property within the Area is currently unoccupied. If it becomes 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

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 ten percent (10%) 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

   The Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap in the lease, sale or occupancy of the Area.

2. CONSTRUCTION AND OPERATIONS

   A Redeveloper shall not discriminate on the basis of race, color, creed, national origin, marital status, sex, age, sexual orientation or physical handicap 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 shall comply with all applicable federal, state and local laws, ordinances, executive orders and regulations regarding nondiscrimination and affirmative action, including 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 (e.g. urban design regulations, development schedule) by the LCRA 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-five 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. Notwithstanding anything to the contrary contained herein, this plan shall not be terminated so long as any bonds issued under the Authority if this Plan are outstanding.

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.

2601 Market St.
Redevelopment Area

Legal Description

CB 926 MARKET ST
2.808 ACRES
BNDRY ADJ PLAT OF PRT TRACT 20 & 21 OF
MILL CREEK VALLEY ADDN
NEW LOT B
Parcel: 0926-9-010.002

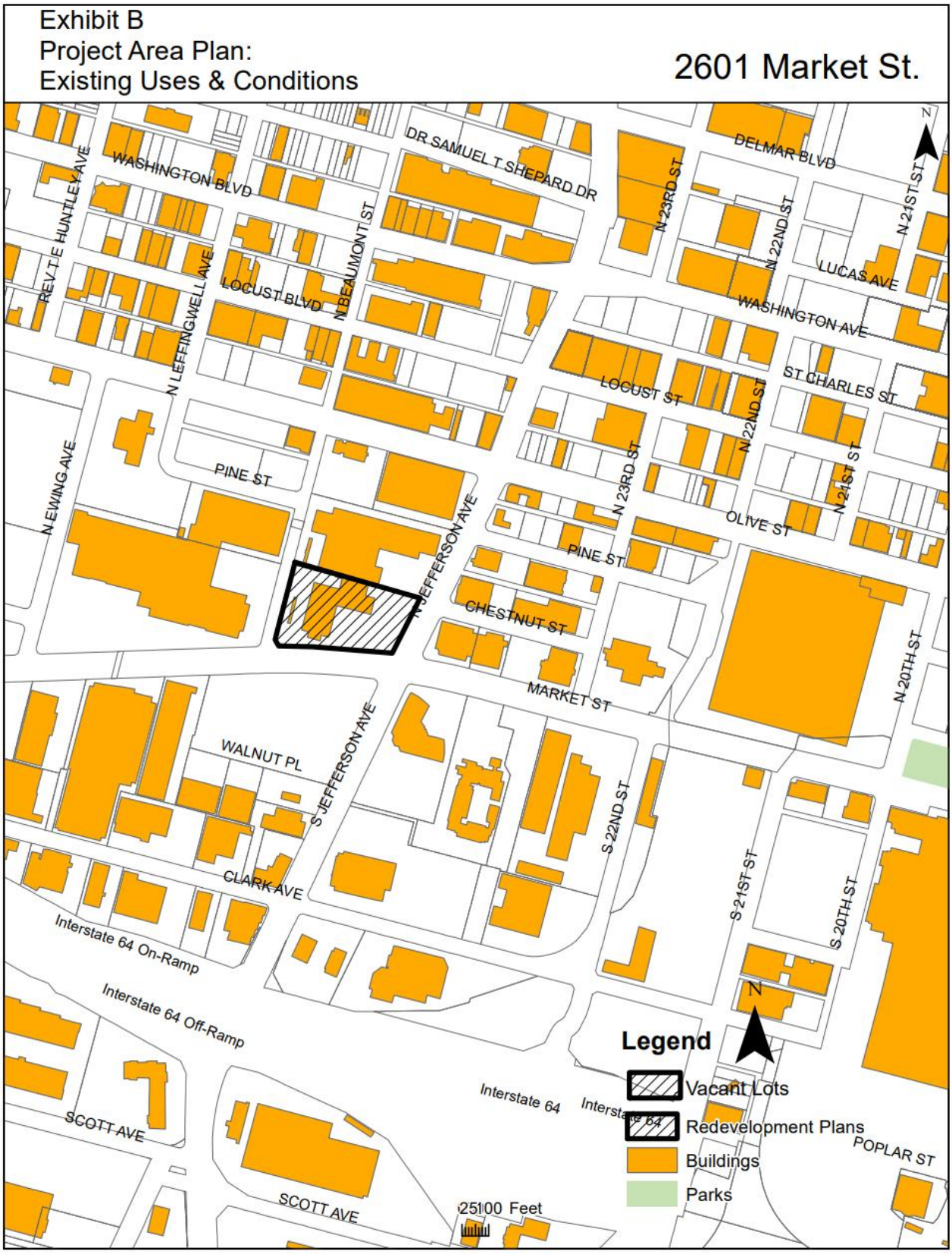
Exhibit B
Project Area Plan:
Existing Uses & Conditions
2601 Market St.
DR SAMUEL T SHEPARD DR
DELMAR BLVD
WASHINGTON BLVD
REVERE HUNTLEY AVE
N LEFFINGWELL AVE
LOCUST BLVD
N BEAUMONT ST
N 23RD ST
N 22ND ST
N 21ST ST
LUCAS AVE
WASHINGTON AVE
ST CHARLES ST
LOCUST ST
N EWING AVE
PINE ST
N JEFFERSON AVE
OLIVE ST
CHESTNUT ST
MARKET ST
N 20TH ST
WALNUT PL
S JEFFERSON AVE
S 22ND ST
S 21ST ST
S 20TH ST
CLARK AVE
Interstate 64 On-Ramp
Interstate 64 Off-Ramp
Interstate 64
SCOTT AVE
POPLAR ST
Legend
Vacant Lots
Redevelopment Plans
Buildings
Parks
2500 Feet

Exhibit B

Exhibit C
Project Area Plan:
Proposed Land Use

2601 Market St.

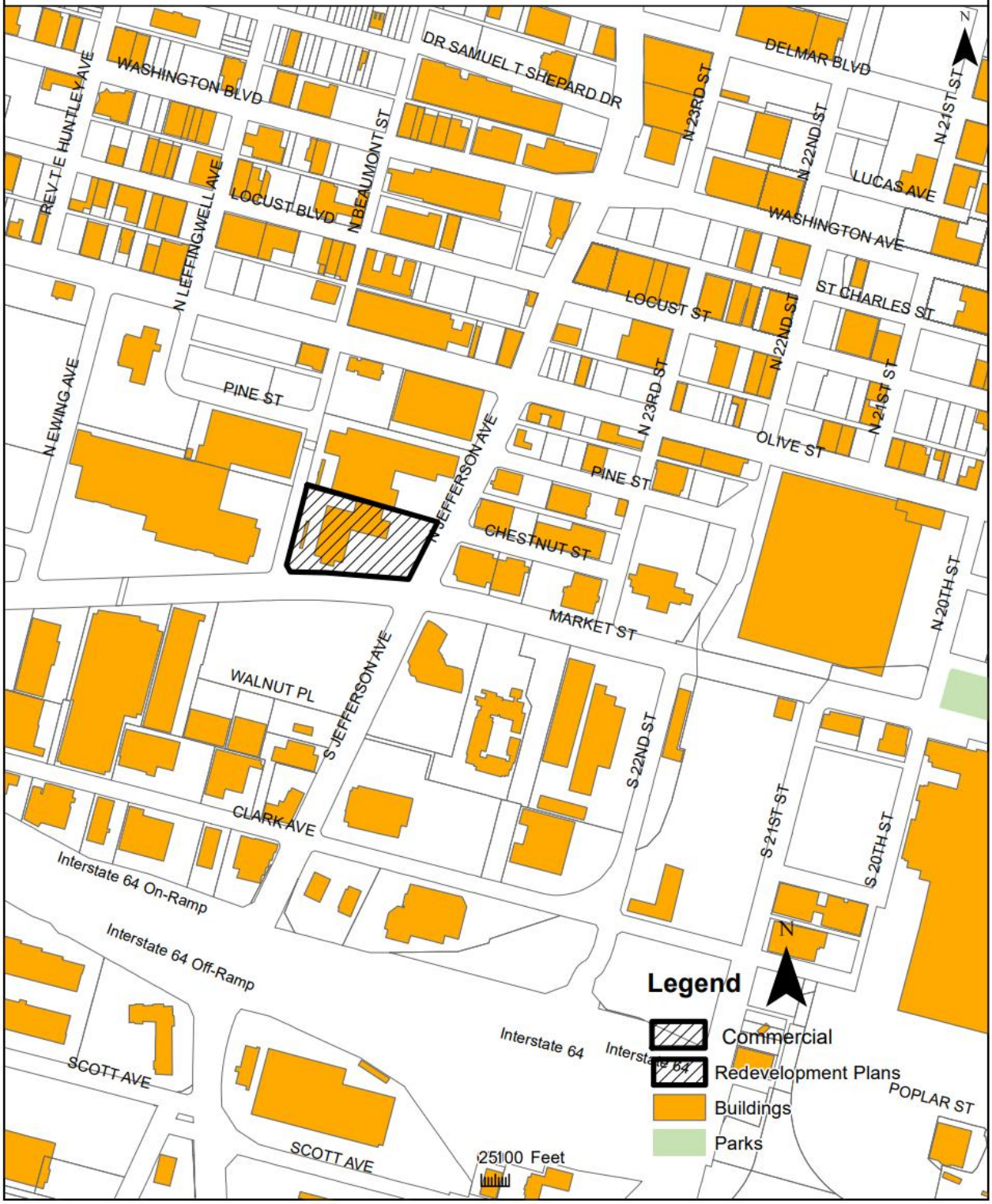

Exhibit C

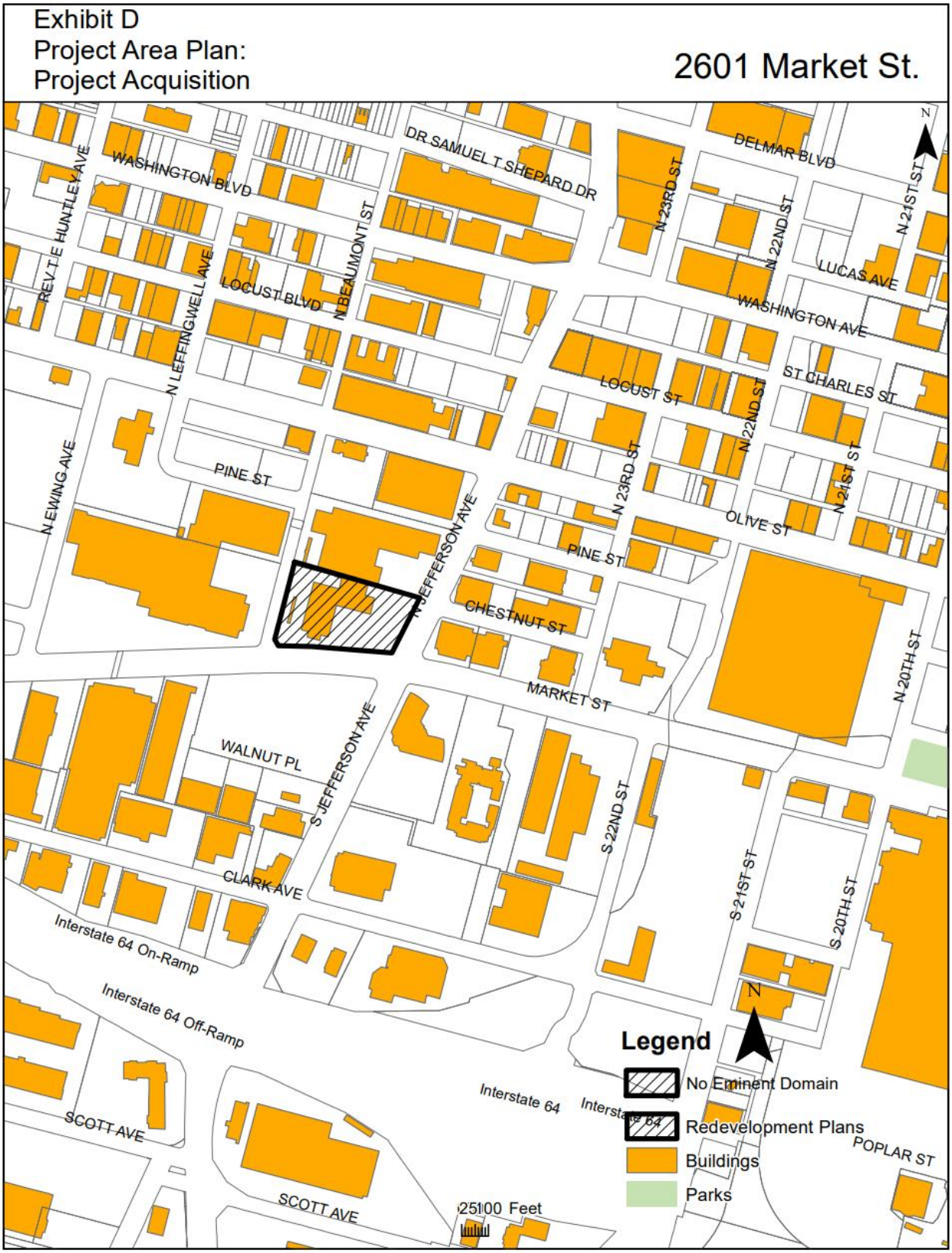
Exhibit D
Project Area Plan:
Project Acquisition
2601 Market St.
DR SAMUEL T SHEPARD DR
DELMAR BLVD
WASHINGTON BLVD
REV T E HUNTLEY AVE
N BEAUMONT ST
N 23RD ST
N 22ND ST
N 21ST ST
LUCAS AVE
WASHINGTON AVE
N LEFFINGWELL AVE
LOCUST BLVD
LOCUST ST
ST CHARLES ST
N EWING AVE
PINE ST
N JEFFERSON AVE
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N 20TH ST
WALNUT PL
S JEFFERSON AVE
S 22ND ST
S 21ST ST
S 20TH ST
CLARK AVE
Interstate 64 On-Ramp
Interstate 64 Off-Ramp
Interstate 64
SCOTT AVE
POPLAR ST
25100 Feet
N
Legend
No Eminent Domain
Redevelopment Plans
Buildings
Parks

Exhibit D

EXHIBIT "E"
FORM: 05/01/20

EQUAL OPPORTUNITY AND NONDISCRIMINATION 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. 69427, 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 ordinances apply to the Project.

The Redeveloper(s) 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 Redeveloper(s), its successors or assigns upon the basis of race, color, familial status, national origin or ancestry, sex, marital status, age, sexual orientation, gender identity or expression, religion or disability in the sale, lease, rental, use or occupancy of any property, or any improvements erected or to be erected in the Area or any part thereof, and those covenants shall run with the land and shall be enforceable by the LCRA, the City, and the United States of America, as their interests 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 No. 60275 (First Source Jobs Policy) which is codified at Chapter 3.90 of the Revised Ordinances of the City of St. Louis.

2601 Market St.
Redevelopment Area

As outlined below, the Area suffers from a multitude of physical and economic deficiencies including, insanitary or unsafe conditions, deterioration or inadequate site improvements, and conditions which endanger life or property by fire or other causes.

As a result of these factors the preponderance of the property in the Area is an economic liability for the City, its residents and the taxing districts that depend upon it as a revenue source, as well as a public, health and safety liability. It, therefore, qualifies as a "blighted area" as such time is defined in Sections 99.320(3) and 353.020 (2) of the Missouri Revised Statute (2016) as amended.

Subject Area is: X Vacant Land
☐Occupied Residential ☐ Occupied Commercial
☐Unoccupied Residential ☐ Unoccupied Commercial

Subject Area is: X Secured ☐ Unsecured

Does the Subject Area have insanitary or unsafe conditions? If yes, explain.

X Yes ☐ No

Vacant lots have been subject to illegal dumping.

Does the Subject Area have deterioration of site conditions? If yes, explain.

X Yes ☐ No

The site includes construction debris from the former office building, and a large volume of gravel and fill.

Does the Subject Area have conditions which endanger life or property by fire or other cause? If yes, explain.

☐ Yes X No

Does the Subject Area retard the provision of housing accommodations? If yes, explain.

☐ Yes ☒ No

Does the Subject Area constitute an economic liability? If yes, explain.

☒ Yes ☐ No

Vacant lots severely reduce the income the city can capture from real estate taxes, personal property, sales, and income taxes.

Does the Subject Area constitute a social liability? If yes, explain.

☒ Yes ☐ No

The deteriorating conditions of portions of the lots makes the lots conducive to health and social issues. Vacant lots are more likely to be victims of dumping.

Is the Subject Area a menace to the public health, safety, or welfare in its present condition? If yes, explain.

☒ Yes ☐ No

The condition of portions of the lots creates a menace, the lots are more likely to be victims of dumping.

Is the Subject Area detrimental because of dilapidation, deterioration, age, or obsolescence? If yes, explain.

☐ Yes ☒ No

Broad market shifts have significantly reduced the demand for office space that previously occupied the site. A large vacant site at a high-traffic location negatively impacts the marketability of surrounding commercial uses and long-term vacancy may reduce property values.

Is the Subject Area detrimental because of lack of air sanitation/open space? If yes, explain.

☐ Yes ☒ No

Is the Subject Area detrimental because of overcrowding of buildings or land? If yes, explain.

☐ Yes ☒ No

EXHIBIT "G"

SUSTAINABILITY IMPACT STATEMENT - RESIDENTIAL

The St. Louis Planning Commission adopted a Sustainability Plan on January 9, 2013. The following chart shows how the objectives of this Redevelopment Plan relate to selected Functional Categories and development related Objectives of the City's Sustainability Plan. The Mayor has issued a Sustainable Action Agenda (SAA). The following chart also shows items that may relate to development projects.

		Applicable	Not Applicable
I. URBAN CHARACTER, VITALITY AND ECOLOGY			
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		
A4	Increase riverfront development and provide safe public access and associated recreational activity		X
A5	Provide development incentives to encourage transit-oriented development	X	
B1	Prioritize infill development to develop thriving compact communities/vibrant mixed-use main streets	X	
SAA2	Make LRA land available at no cost for smart, productive, create re-use of the land.		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 activities	X	
C1	Design public spaces and neighborhood streets as gathering spaces for people	X	
C5	Maintain public spaces and neighborhood streets		X
D7*	Expand the City's urban tree canopy	X	
SAA4	Increase the Number of Trees Planted by 16,000 or 15%	X	
E1	Celebrate and increase activity along the Mississippi River		X
E2	Remove/change infrastructure to improve riverfront access		X
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 properties vulnerable to foreclosure, tax forfeiture, or demolition		X
F5	Promote the redevelopment of historic homes and commercial properties		X
G1	Develop affordable homes in concert with long-range transit and development planning		X

G2	Encourage mixed-use affordable housing in high amenity neighborhoods		X
G4	Integrate low income housing into market-rate and mixed-use development		X
G6	Experiment with new ways to create partnerships to build sustainable and affordable housing		X
G8	Offer housing that is energy efficient and environmentally sustainable		X
H4	Continue to remove site contamination and promote brownfields redevelopment		X
I4	Ensure urban agriculture is a profitable, viable enterprise		
J4	Preserve neighborhood residential areas/commercial and mixed-uses on corners/major corridors		X
J5	Increase the effectiveness of major commercial corridors		
J8	Incorporate sustainability in economic development programs		X
II. ARTS, CULTURE AND INNOVATION			
A4	Encourage the development of affordable artist housing, studios and ventures		X
A5	Diversify the City's range of arts, creative and innovative industries		X
SAA6	Build Phase II of CORTEX bioscience and technology research district		
C2	Facilitate development of arts, culture and innovative TODs		
C5	Target developing arts and cultural districts for streetscape and public space improvements		
E1	Use distinctive public art, architecture, landscape to build City and neighborhood identity		X
F1	Revitalize existing and develop new arts and cultural facilities		
III. EMPOWERMENT, DIVERSITY AND EQUITY			
E4	Expand the capacity to create additional affordable housing units		X
E5	Create pathways for qualified low-income families to become homeowners		X
SAA10	Implement Board Bill 297 pertaining to workforce inclusion		X
F1	Address blighting and environmental health hazards	X	
F6	Ensure the application of universal design and accessibility codes	X	
IV. HEALTH, WELL-BEING AND SAFETY			
A5	Plan and design buildings, spaces and environments for safety	X	
B5	Reduce exposure of lead-paint poisoning	X	
C1	Eliminate food deserts and improve access to fresh produce		
C3	Support urban agriculture opportunities in the City		X

End chronic Homelessness		X
Design buildings to encourage physical activity	X	
V. INFRASTRUCTURE, FACILITIES AND TRANSPORTATION		
Advance the City as a transportation hub		
Encourage transit oriented development	X	
Increase bike racks by 150%	X	
Use pilot projects to explore ways to achieve net zero storm water discharge		X
Strive for the highest levels of energy efficiency and maximize clean energy in buildings		X
Ensure building and site development integrated with natural site ecology		X
Advance the use of high-efficiency building related water systems and technologies		X
Encourage re-use of materials and divert waste from land-fills		X
Provide healthy interior environments in commercial buildings		
VI. PROSPERITY, OPPORTUNITY AND EMPLOYMENT		
Require a sustainability impact statement for all new City development	X	
Increase the inventory and availability of business and industrial real estate through environmental clean-up and land assembly		X
Encourage small scale redevelopment with economic incentives	X	
Leverage the Mississippi River as an inexpensive transportation, drinking water and recreational resource		
Focus on small and local businesses as a key part of the City economy		
Re-use existing buildings for inexpensive incubation of entrepreneurial ideas		
Pursue transit oriented development at MetroLink stations and major bus nodes to encourage more walking/fewer carbon emissions	X	
Market and encourage living in the City to recent college graduates		X
Promote flexible development approaches by developers, land owners and business firms	X	
Direct new commercial and mixed-use development to designated corridors and districts that demonstrate market support	X	
Create at least 8,500 new jobs at Ballpark Village, CORTEX, Carondelet Coke, St. Louis Army Ammunition Plant and North Riverfront		
Foster innovation		X
Remediate and prepare at least 40 vacant properties for redevelopment	X	
Please comment in what ways you believe the Mayor's Sustainability Action Agenda overlaps with your successes on your project.		

DEVELOPMENT PROPOSAL REPORT

Kimpton Hotel

2601 Market Street

SLDC

ST. LOUIS DEVELOPMENT CORPORATION

DEVELOPMENT PROPOSAL REPORT
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Applicant Information

Tax Abatement Process Overview

Community Benefits Scorecard

Recommendation

Economic Analysis

Letters of Support

SLDC Contact

PROJECT SUMMARY

Kimpton Hotel

2601 Market Street

Ward 11

Total Costs

$101M

Real Estate Program

175 Room Hotel

Midas Hospitality is proposing the construction of a new hotel at the intersection of Market Street and Jefferson Avenue on the former site of a portion of the Wells Fargo campus.

The project will consist of a Kimpton Hotel that would include approximately 175 rooms. The Kimpton brand consists of a full-service, boutique-style hotel with a ground floor restaurant and bar. Kimpton was one of the largest boutique chains in the country before being acquired by IHG in 2014.

The site most recently included a roughly 20,000 square foot, six-story office building constructed in 1968. The property had been vacant for several years and was demolished in August 2023.

APPLICANT INFORMATION

Midas Enterprises

Background

Extensive Hotel Development and Management Experience

About Midas Enterprises

Founded in 2006 and headquartered in St. Louis County, Midas Enterprises is a fully integrated real estate enterprise with business units specializing in capital generation, construction, development and hospitality management. The company currently manages over $500 million in assets and private equity capital. Midas' affiliates include Midas Hospitality, Midas Construction, and Midas Capital. The company operates in 12 states with over 1,000 employees.

Their portfolio includes over 36 hotels across the United States, including two in the City of St. Louis: Aloft and Element.

APPLICANT INFORMATION

Selected Past Developments

Aloft by Marriott is a unique, high-tech hotel in St. Louis' Cortex Innovation District. Midas constructed this hotel in 2020. The development is located near the Cortex Metrolink station, Saint Louis University, City Foundry, and BJC Medical Center. Aloft offers its guests 129 hotel rooms, two meeting rooms, an onsite fitness center, a terrace, and an indoor pool.

Element by Westin is located in the Midtown neighborhood, across from City Foundry. This hotel features 153 pet-friendly, extended stay rooms equipped with kitchens. Midas invested $40 million into this sustainably constructed of hotel. The hotel offers an indoor pool and features a rooftop bar, UpBar.

TAX ABATEMENT PROCESS OVERVIEW

Green Street Real Estate Ventures submitted the application on behalf of Midas Hospitality for 2601 Market Street to SLDC in March of 2023. The project was presented to the LCRA board in November of 2023 and the Redevelopment Plan and Blighting Study were approved. It will now be submitted to the Board of Aldermen with an associated Board Bill.

If the Board Bill is approved, tax abatement for the area included in the plan is authorized, but there are several more steps remaining before tax abatement is activated.

During construction/rehab, the redeveloper will have to follow all MWBE, workforce, prevailing wage guidelines and obligations within the redevelopment agreement. These requirements are monitored by the MWBE office at SLDC.

Once construction is completed to the standards that were proposed in the redevelopment agreement and the MWBE department has notified the Incentive department the developer has met the requirements, the department notifies the assessor to activate the abatement.

Ordinance #71830 previously approved 10 years at 75% tax abatement for this parcel. Board Bill 169 allows for 10 years at 90% tax abatement.

COMMUNITY BENEFITS SCORECARD

Kimpton Hotel is a large investment that will create a significant number of jobs within the City's Employment District.

40	Score	Period 1		Period 2	
		Maximum Abatement Term	Maximum Abatement Level	Maximum Abatement Term	Maximum Abatement Level
	less than 30	0 years	0%		
Tier 1	30 - 39	10 years	80%		
Tier 2	40 - 49	10 years	90%	10 years	50%
Tier 3	50 or more	10 years	90%	15 years	50%

PRIORITY AREA	MAX POSSIBLE POINTS	POINTS EARNED
Geography	30	10
Total Jobs Created	9	9
Transit Access	9	9
Capital Investment	7	7
Employment District	5	5
Public Infrastructure Improvements	10	
Quality Jobs	5	
Target Industry	5	
Minority or Women Owned Business	5	
Existing Vacant Building Renovation	5	
Outside Funding	2	
Historic Preservation	5	
Environmental Remediation	5	
Utilization of LRA Properties	5	
Community Benefits Contribution	5	
Alignment with Neighborhood Plans	5	
Total	**117**	**40**

- Located in EJI-3 area ***(10 points)***
- Estimated to create 97 FTE ***(9 points)***
- Located within ½ mile of planned NS-SS MetroLink station ***(9 points)***
- Total capital investment of $101,683,808 ***(7 points)***
- Located in Employment District ***(5 points)***

RECOMMENDATION

SLDC STAFF

Based on the proposed real estate program and community benefits, SLDC staff is recommending 10 years of 90 percent abatement of new incremental property taxes generated as a result of the project.

Year 1 – 10
90% abatement

ECONOMIC ANALYSIS

Annual Property Tax Revenue

Base: $69,904

Avg. During Abatement: $215,000

Est. After Abatement: $1,823,000

M/WBE Impacts

Total Hard Costs: $61.1M

Minority Owned (24%): $14.7M

Women Owned (11%): $6.7M

Job Creation

Total Jobs: 97 (FTE)

Avg. Annual Wage: $52,000

Payroll/Earning Taxes: $76,000

Incentives Proposed

Real Property Tax Abatement

10 years; 90%

Est. Abatement Value

Nominal: $12.4M

NPV: $9.2M

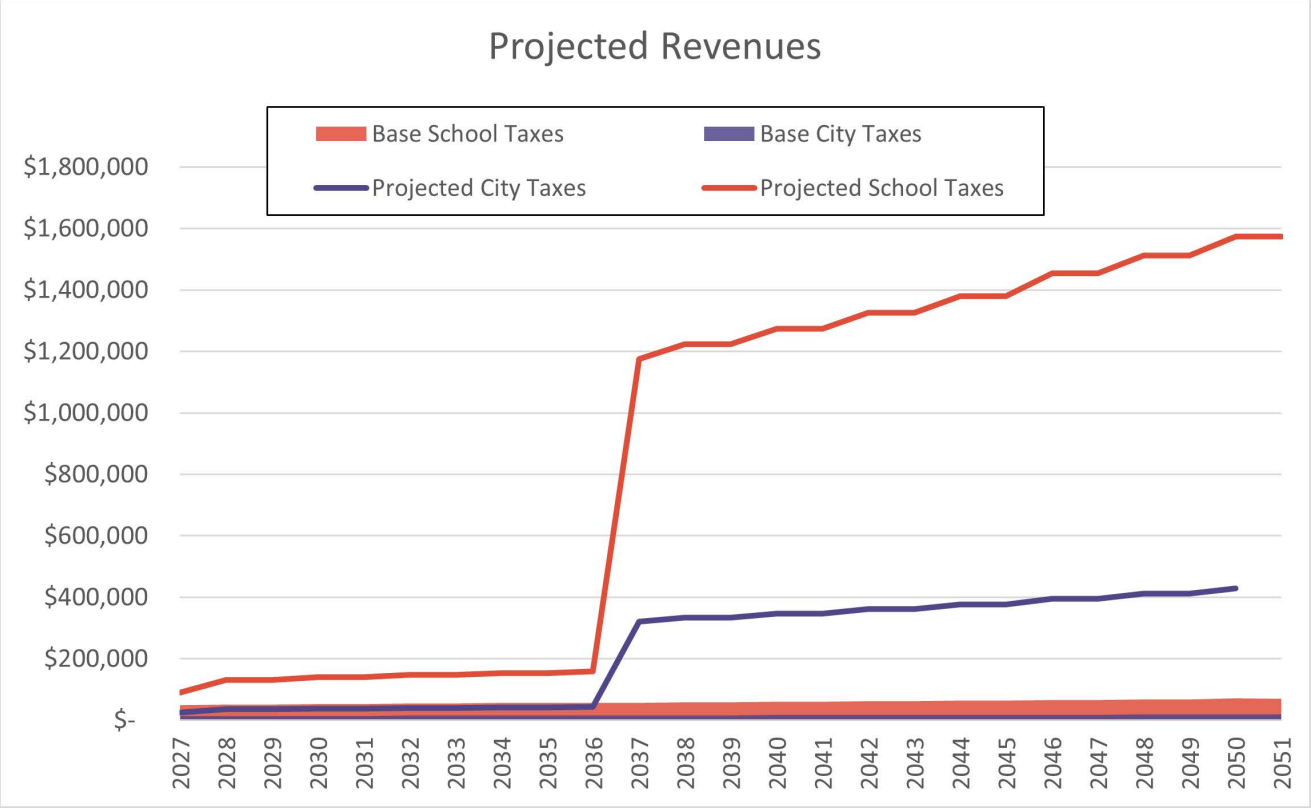
% of Project Costs: 9.1%

ECONOMIC ANALYSIS

Revenue Impacts for the City	10-Year	15-Year	20-Year
Net Revenue to the City	$ 674,846	$ 2,395,661	$ 4,299,274
Baseline Revenue (If No Project)	$ 147,194	$ 229,489	$ 317,853
New Revenue to City	**$ 527,653**	**$ 2,166,173**	**$ 3,981,421**

* City Revenue projections excludes utility tax estimates.

Revenue Impacts for the School District	10-Year	15-Year	20-Year
Net Revenue to the School	$ 2,479,562	$ 8,802,285	$ 15,796,653
Baseline Revenue (If No Project)	$ 540,829	$ 843,202	$ 1,167,874
New Revenue to School District	**$ 1,938,733**	**$ 7,959,084**	**$ 14,628,779**



ECONOMIC ANALYSIS

Sources and Uses Summary			
Project Financing		*Amount*	*%*
Private Debt:	$	50,841,904	50.0%
Developer/Investor Equity:	$	40,673,523	40.0%
Federal Historic Tax Credits:	$	-	0.0%
State Historic Tax Credits:	$	-	0.0%
State Brownfields Tax Credits:	$	-	0.0%
New Market Tax Credits:	$	-	0.0%
Local Incentive Amount (TIF, etc.):	$	-	0.0%
Monetized CID/TDD Values:	$	-	0.0%
Hotel Sales Tax Rebate:	$	-	0.0%
Deferred Developer Fee:	$	-	0.0%
Other Private: PACE	$	10,168,381	10.0%
Est. Value Construction Sales Tax Exemption	$	-	0.0%
Total Project Sources--Permanent		**$101,683,808**	**100%**
Uses of Funds			*%*
Acquisition:	$	6,767,630	6.7%
Hard Costs (Construction):	$	71,688,381	70.5%
Soft Costs:	$	12,391,002	12.2%
Financing Costs:	$	5,416,795	5.3%
Reserves:	$	1,370,000	1.3%
Developer Fee:	$	4,050,000	4.0%
Total Project Uses		**$101,683,808**	**100%**

LETTERS OF SUPPORT

Community Support

The renovation proposal received a letters of support from several nearby businesses, including Wells Fargo, Warehouse of Fixtures—an office furniture store just west of the site—and Summit Real Estate Group, which manages the St. Louis Business Center to the south.

The letters noted the project's alignment with LCRA's 2019 Hotel Market Analysis and unmet demand for hotel rooms in the area, as well as the potential for increased visitors and foot traffic in Downtown West.

A copy of each letter is available upon request.

SLDC CONTACT

SLDC Staff

Preparer's Name: Zachary Wilson

Phone Number: 314-657-3773

Email Address: wilsonz@stlouis-mo.gov

STATEMENT REGARDING PERSONAL OR PRIVATE INTEREST

I, ZACHARY WILSON, state:

In conjunction with my service on behalf of St. Louis Development Corporation, I hereby certify that, to the best of my knowledge, information and belief, at no time during the process, neither I nor anyone within the Fourth Degree of Consanguinity of myself, whether singularly or collectively:

a) have any ownership interest, directly or indirectly, in the business entity under consideration, or

b) serve as an officer, director, or employee of the business entity under consideration; or

c) have received any salary, gratuity or other compensation or remuneration during the three years prior to the date of my preparation of the Development Proposal Report or expect to receive any salary, gratuity or other compensation or remuneration from the person or entity under consideration for selection or any person or entity directly or indirectly affiliated with the person or business entity under consideration, except as fully disclosed and detailed below.

Dated as of 3/28/23 ZW/wil

RESOLUTION NUMER 274
HONORING MS. ETHEL WHITE

WHEREAS, Ethel White was a dedicated daughter of St. Louis, Missouri, who carried the values of her upbringing into a lifelong career as a transformative educator in the Los Angeles school system; and

WHEREAS, Ms. White committed decades of her life to the noble pursuit of shaping young minds, serving as a beacon of guidance, youth empowerment, and community service; and

WHEREAS, throughout her life and career, she exemplified remarkable resilience and an unwavering faith, overcoming personal and professional "storms" with grace and devotion to others; and

WHEREAS, even while facing health challenges, Ms. White labored to preserve her family's history and her own life's lessons in a manuscript titled "***Highest of Heights: How I found the World: A True Story"***; and

WHEREAS, while in the process of writing the book, Ms. White sadly passed away March 19, 2025; and

WHEREAS, following her passing, her brother, Lewis White, fulfilled his solemn "assignment" to complete and publish her work, ensuring her voice would reach future generations; and

WHEREAS, the publication of *Highest of Heights* serves as a lasting tribute to her legacy of service and is scheduled for official release on April 7, 2026, in honor of her birthday; and

WHEREAS, leaders in both the City of St. Louis and the State of California have moved to recognize her extraordinary contributions to education and the profound impact she left on her students and community;

NOW THEREFORE BE IT RESOLVED, by the Board of Aldermen of the City of St. Louis that we pause in our deliberation to humbly honor, recognize, and celebrate the life and legacy of Ms. Ethel White. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented to the family by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 20th day of April 2026 as attested by:

_____
Sharita Rogers
Clerk, Board of Aldermen

_____
Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 275
HONORING THE WONDER TWINS OF REAL ESTATE

WHEREAS, honoring service is more than recognition, true honor requires action, investment, and infrastructure that creates lasting opportunity. Fostering Housing stability for veterans by creating access to safe, affordable housing and removing barriers to ownership that prevent them from securing stable homes is service in action; and

WHEREAS, honor must be matched with opportunity by creating structures, partnerships, and pathways. The "Honor the Service Summit" exists to transform respect into tangible results by intentionally bringing together diverse perspectives and expertise knowing that pathways require alignment and no single organization or sector can solve many of the challenges we currently face alone; and

WHEREAS, this Summit will bring veterans and their loved ones seeking pathways to housing stability and prosperity together with Business & Real Estate Professionals and Industry experts committed to creating homeownership as well as healthcare partners and mental health professionals supporting veteran wellness and stability and Policymakers & Civic Leaders Decision-makers with the power to remove systemic barriers and legislate policy change alongside Community Stakeholders Nonprofit leaders, educators, and advocates working directly with underserved populations; and

WHEREAS, the Wonder Twins of Real Estate - Ronald Boyd DeVoe Jr. and Dr. Marvetta Bozeman are a dynamic duo on a mission to transform the housing industry and address the disparities in minority homeownership. With their combined expertise and unwavering commitment to creating positive change, they have become prominent advocates for democracy in housing and powerful mentors for real estate professionals seeking to make a difference; and

WHEREAS, Ronald Boyd DeVoe Jr. Ronnie DeVoe first gained fame as a member of the legendary R&B groups New Edition and BBD. Beyond his musical talents, Ronnie's entrepreneurial spirit led him to venture into the world of real estate. As the founder of DeVoe Real Estate, Ronnie recognized the critical issues facing minority homeownership and has made it his mission to use his platform and influence for the betterment of communities across the nation; and

WHEREAS, Dr. Marvetta BozemanExperienced Real Estate Broker, fair housing advocate, and founder of Mission Bound Real Estate & Business Academy, Dr. Bozeman brings a wealth of expertise and experience to their mission. With a deep understanding of the complexities of the housing market she has dedicated herself to dismantling barriers that have historically hindered minority homeownership. Her strategic vision and commitment to equity have enabled her to create innovative solutions and partnerships that bring real change to those who need it most; and

WHEREAS, together, Ronald Boyd DeVoe Jr. and Dr. Marvetta Bozeman represent a powerful force for positive change in the housing industry. Their "Wonder Twins of Real Estate" initiative is not just about business, it's about addressing systemic inequalities and empowering others. This doctrine guides every decision they make, every partnership they form, and every initiative they launch through their "Live Your Legacy Tour" and beyond. It's how their work creates lasting change-not temporary solutions; and

WHEREAS, Nicole Jenkins, president of Veterans Advantage Urgent Care, is a visionary and real estate investor dedicated to empowering veterans with affordable housing solutions and the pioneering founder/director of Veterans Advantage Urgent Care (VAUC), a groundbreaking sub-specialty urgent care facility exclusively for veterans, which proudly stands as the first of its kind in the United States. With unwavering commitment, VAUC focuses on delivering compassionate care to veterans struggling with traumatic brain injuries, PTSD, and complex medical diagnoses, steadfastly refusing to turn any veteran away.

WHEREAS, inspired by the profound impact of her witness to Veterans personal experiences in 2023, Nicole launched the Veterans in Need Assistance program; a beacon of hope, driven by a charitable mission to eradicate homelessness among veterans by providing access to affordable housing, guiding them through the process of utilizing VA home loans, and offering comprehensive support that addresses their overall well-being;

WHEREAS, we congratulate these transformational leaders for the inaugural "Honor the Service" Veteran Housing, Ownership, and Generational Wealth Summit
Presented by The Wonder Twins of Real Estate in Collaboration with Veterans Advantage Urgent Care to be held in St. Louis, MO on Friday March 27, 2026 and wish them continued success in all
of their future endeavors.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate The Wonder Twins of Real Estate and the inaugural Honor the Service Summit. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

_____	_____
Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

RESOLUTION NUMBER 276
HONORING ROSIE JONES

WHEREAS, Rosie Jones, loving and devoted Mother of Shirleen, Antwane, Kimberly, Sherry, Sheila, Robin and Camella was born May 28, 1943 in Cauthersville, MO. At the young age of 14 years old, she moved to St. Louis with her father and Eldest Sister, Corrine, living her entire adult life in St. Louis; and

WHEREAS, in the 1970s, homelessness in St. Louis began to emerge as a significant, visible public policy issue, transitioning from a problem largely managed by transient aid to a persistent crisis that accelerated and Rosie became a staunch advocate and pioneer. She infamously created local and national new headlines when she moved herself and all six of daughters into the Mayor's Office at City Hall; and

WHEREAS, eventually she was successful in securing housing for her family and later in her life became a home owner in one of St. Louis's historic neighborhoods, the Shaw neighborhood; and

WHEREAS, life for Rosie was a bittersweet journey as she raised her children and decided to take on the challenge of adopting and raising five of her grandchildren when one of her daughters faced life altering circumstances that led to her being unable to parent her children; and

WHEREAS, Rosie was indeed a dedicated mother, grandmother, great-grandmother and great-great grandmother. Every life she touched, she filled with her warmth, love and caring spirit. It didn't matter who you were because she simply loved everyone. A true and faithful Christian; and

WHEREAS, the values that she lived, were the exact same as she instilled in her own children, including encouraging adoption within the family when family members were unable to parent their own children for whatever reason. She was strongly devoted to keeping her family together; and

WHEREAS, Rosie departed this life on Saturday, March 7, 2026. She deserves to be honored as a person who embodies all the qualities and characteristics that make a St. Louisian, a productive, caring, supportive citizen and someone that we should all aspire to be as human beings.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis, that pause in our deliberations to join the sponsor of this resolution in expressing her deepest sympathy to the family of Rosie Jones upon her passing. We further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Pam Boyd, Alderwoman 13th Ward

Adopted this 20th day of April 2026 as attested by:

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 277
HONORING CHI ANDERSON

WHEREAS, Chi Anderson discovered her love for having her picture taken at age 5. This would eventually turn into an aspiring modeling career well into her late teens. Coming from a family of traditionalists, she obtained her B.A. in Healthcare Management, an MBA in Business, and a life coach certification in Positive Psychology; and

WHEREAS, Chi took the safe, societal route and worked in corporate for 20 years. Never having that sense of fulfillment, she always knew she was destined for more than continual micromanaging and a cramped cubicle. Eventually, her little girl dreams and grown woman prayers would be her realization returning to modeling full time walking for dozens of fashion designers and been photographed by some of the greats; and

WHEREAS, Being well versed in her craft, Chi created a much-needed lane, The Creative Coach, LLC, assisting clients during photoshoots/public appearances with everything from posing to managing fine details while on set. She's also a runway and pageant coach for the youth, helping teen girls win numerous titles and crowns around the world; and

WHEREAS, Chi is also an actress, voiceover talent, and influencer. She was the first official model for Brazen Boutique and has been seen on HBO Series Betty. She's also a Mid America Emmy recipient for a Girl Scout commercial and has been seen on dozens of Mobile-On The Run billboards in Missouri and Illinois just to name a few. She's a 2x author and also THE FIRST brown girl to place in the national FabOver40 competition as 3rd runner-up out of over 300K contestants; and

WHERAS, Chi Anderson is the Founder of "Take Care, Sis", a 501c3 that acts as a self-care sisterhood and safe haven for women 25+ who deserve a chance to reset, recharge, and refuel. These intentional events are curated to incorporate and enhance better lifestyle choices while building an accountable community of women. Prize & Shine Foundation, Est. 2016, Chi's first baby, was a 501c3 that offered assistance to high school senior girls with life readiness skills while celebrating their accomplishments with laptop fundraisers, scholarships and self-care initiatives like The Doting Diva Project; and

WHEREAS, Chi is the recipient of countless awards including Salute To Young Leaders, The St. Louis American Foundation, Delux Power 100, Connections To Success-Tribute To Success, Made Mogul-Community Empowerment, and the Side HustleHonors -Wilfred J. Barry Icon. She also has been featured in articles for The St. Louis American, Riverfront Times, DaniiGold Lifestyle & Entertainment, Rare Radar, New Beauty Magazine, Canvas Rebel (ATL), St. Louis Magazine and Delux Magazine; and

WHERAS, Chi is Co-Owner, Creative Director and Operations Manager of Church Productions, a double minority-owned production company that specializes in photography and videography for corporate clients, nonprofits, and the hospitality industry. She's also the co-host of NARP, (Not A Real Podcast), a podcast that sparks limitless conversations regarding trending topics and real-life scenarios. In her spare time, Chi loves to travel, dance, hike, try new restaurants and spend time with loved ones; and

WHEREAS, Chi recognized that growing up, self-care wasn't something that was routinely displayed or taught and realized in her darkest times, she leaned upon various forms of self-care and discovered more about herself as well as and newfound passions, she believes that "Honestly, self-care saved my future!" Her "Take Care Sis" mission fosters supportive communities for deserving women and nurtures their well-being by providing atmospheres like The Take Care Sis Wellness Expo to recharge and restore themselves mentally, physically, spiritually, and financially.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate Chi Anderson and wish her God speed and success in her future endeavors. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

_____	_____
Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

RESOLUTION NUMBER 278
HONORING STERLING KELBY BROWN

WHERAS, It has come to our attention that critically acclaimed American actor and proud St. Louis native Sterling Kelby Brown, born April 5,1976, is turning 50 years young; and

WHERAS, Sterling earned his Bachelor of Arts in Drama from Stanford University and Master of Fine Arts from NYU's Tisch School of the Arts and has built a prolific career in television, film, and theater notably becoming the first African-American actor to win a Golden Globe for Best Actor in a TV Drama and Time's list of the 100 most influential people in the world in 2018; and

WHEREAS, Sterling's many awards include 3 Primetime Emmy Awards, 2021: Outstanding Narrator for Lincoln: Divided We Stand, 2017: Outstanding Lead Actor in a Drama Series for This Is Us, and 2016: Outstanding Supporting Actor in a Limited Series or Movie for The People v. O.J. Simpson: American Crime Story. A 2018 Golden Globe Award for Best Performance by an Actor in a Television Series Drama for This Is Us, of which he was the first African-American man to win this category. He has won The Screen Actors Guild (SAG) Awards for 2019: Outstanding Performance by a Cast in a Motion Picture for Black Panther, 2018: Outstanding Performance by a Male Actor in a Drama Series and Outstanding Performance by an Ensemble in a Drama Series for This Is Us, and 2017: Outstanding Performance by an Ensemble in a Drama Series for This Is Us; and

WHERAS, his accolades continue with his roles in Paradise and American Fiction for which he won Outstanding Actor in a Drama Series at the
NAACP Image Awards 2026, Best Actor at the AAFCA TV Honors 2025, and received nominations for Best Actor in a Drama Series at the Golden Globes 2026, Primetime Emmys
2025, and Actor Awards (formerly SAG) and received his first Academy Award nomination for Best Supporting Actor. He also won Best Supporting Actor at the African-American Film Critics Association (AAFCA); and

WHEREAS, Sterling has made a significant positive impact on The City of St. Louis through his work with the Explore St. Louis "In the Know" campaign. His immeasurable partnership included advertisement that elevated local attractions like the Delmar Loop and City Museum, generated over $200 million in direct spending, and won two Mid-America Emmy Awards in 2018. Sterling donated his compensation from the Explore St. Louis campaign to the Mathews-Dickey Boys' & Girls' Club to fund their Blue Chip Scholar-Athletic Initiative and ongoing efforts to inspire local youth through acting. As a proud alumnus of MICDS Brown often visits his former teacher's classes to inspire young artists in the community; and

WHEREAS, Sterling is a devoted husband to actress Ryan Michelle Bathe and proud father to
Andrew and Amare. He is known for speaking on empathy, gratitude, and the depth of human storytelling. He emphasizes finding joy in life's highs and lows, the importance of kindness, and navigating the complexities of parenting and social issues, often highlighting his St. Louis upbringing in national media challenging misconceptions about his beloved hometown.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate Sterling Kelby Brown on his 50th Birthday. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented on April 5, 2026.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

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

RESOLUTION NUMBER 279
HONORING REVEREND LA'VETTA J. ROSS

WHEREAS, The congregation of Union Avenue Christian Church (Disciples of Christ) celebrated its new senior minister, Rev. La'Vetta J. Ross, during an official installation celebration on Sunday, September 7, 2025 in its historic sanctuary, located at 733 Union Blvd., St. Louis, MO 63108; and

WHEREAS, Union Avenue Christian Church's heritage dates back to the origin of the communion that has come to be known as the Christian Church (Disciples of Christ). In 1837, 28 years after the founding of Brush Run Church in West Virginia, Disciples of Christ first appeared in St. Louis and met in members' homes. In 1842 more came following the call of "wherever two or more are gathered in my name." Opposite the St. Louis Courthouse on Fourth Street, the First Christian Church soon was founded; and

WHEREAS, With the movement west, Central Christian Church began in 1871 and Mt. Cabanne Christian Church in 1892. A merger on October 13, 1902 — a great and difficult decision for these two congregations — created Union Avenue Christian Church (UACC). With courage and faith, the land on which a church would be built was purchased at the corner of Union Avenue and Von Versen (now Enright Ave). By 1940 populations in St. Louis had shifted, however the members of the congregation voted to remain in the city at its current location as a truly metropolitan church; and

WHEREAS, As population in the City of St. Louis decreased, so did UACC's membership, as numerous Disciples churches sprouted in the suburbs. Union Avenue Christian Church remained steadfast in its commitment to be a beacon of faith and hope for the city; and

WHEREAS, Rev. Ross is only the second woman, and the first African American, to serve as the 12th senior minister of Union Avenue Christian Church (UACC) in the church's 120-year history. Born in Kansas City, MO, Ross is no stranger to the St. Louis area. After receiving a master of divinity from Eden Theological Seminary in 2015, among other roles, she served as a chaplain at Christian Hospital BJC and as senior pastor of Crossroads Christian Church in Caseyville, IL. as well as hospice chaplain in central New Jersey and clergy in residence at United Christian Church in Levittown, PA.; and

WHEREAS, Rev. Ross considers it an honor to lead this congregation steeped in a rich history of social justice, hospitality, and the arts, and in a time and place where our nation is divided over issues of religion, socio-economics, and politics, she recognizes the historic significance of her call as the first Black woman appointed to the position of senior minister; and

WHEREAS, UACC, an open and affirming congregation, has been a vital light on the corner of Union and Delmar in the Central West End of St. Louis since it began its ministry at this location in 1908. In addition to serving its congregation and community, the church is the home of
Union Avenue Opera, the West End Players Guild, the Gretchen Brigham Art Gallery, the National Benevolent Association, and the Be the Neighbor/Urban Mission Inn. Its rich
legacy also includes being the first home of Food Outreach, which provides nutritious meals to those challenged with HIV/AIDS and cancer.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations during Women's History Month to recognize, honor, and celebrate Rev. La'Vetta J. Ross. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented to Rev. Ross by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

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

RESOLUTION NUMBER 280
HONORING NATIONAL HOME VISITING WEEK 2026

WHEREAS, The early childhood years are the most active period for the developing brain. A stable secure relationship with a nurturing caring adult is key in the development of young children; and

WHEREAS, many parents begin the difficult lifetime job of raising a child feeling unprepared for the challenges ahead and children have a better, healthier start, when parents have the support and skills needed to raise them; and

WHEREAS, home visiting can include a variety of different programs and models including early childhood home visiting programs and parenting education programs; and

WHEREAS, home visiting programs help parents meet the unique needs of their children, promote healthy development, strengthen family relationships, reduce the risk of abuse and neglect, and promote equity by providing resources to families who are furthest from opportunity; and

WHEREAS, well-trained professionals implement early childhood home visitation so that all families have the opportunity to access information in ways that respect their unique beliefs, traditions and customs; and

WHEREAS, Parents as Teachers operates in local communities across the United States and around the world. With more than 1,000 affiliates, using an evidence-based model, PAT nurtures positive change for every child and every family through their approach to partner, facilitate and reflect. Their parallel processes occur at every level of the PAT organization with a Parent Educator visiting a family in their home; and

WHEREAS, we urge individuals, and organizations across The City of St. Louis and the State of Missouri to utilize home visiting resources such as Parents As Teachers and Show Me Strong Families as needed to support the health and well-being of our children and families.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate National Home Visiting Week 2026.We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented to by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

_____	_____
Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

RESOLUTION NUMBER 281
RECOGNIZING EDWARD L. BUSHMEYER JR.

WHEREAS, the Board of Aldermen of the City of St. Louis pauses in solemn recognition of the life and legacy of Edward L. Bushmeyer Jr., who passed away on March 28, 2026, after nearly four decades of distinguished public service to the City of St. Louis; and

WHEREAS, Mr. Bushmeyer was born on November 8, 1950, in Florissant, Missouri, and raised in Jennings, where he developed an early commitment to community and civic engagement; and

WHEREAS, he was a proud graduate of the University of Missouri–St. Louis, earning a degree in sociology while actively participating in student government and campus activism, and later obtained a master's degree in urban affairs from Saint Louis University; and

WHEREAS, following his academic pursuits, he served as a VISTA volunteer in the Soulard neighborhood, demonstrating an early and enduring commitment to public service, during which time he met his beloved wife, Louise Tonkovich; and

WHEREAS, Mr. Bushmeyer dedicated his professional life to the City of St. Louis, serving under four mayoral administrations—those of Vincent Schoemehl Jr., Freeman Bosley Jr., Clarence Harmon, and Francis Slay—earning a reputation as a trusted advisor, skilled communicator, and principled leader; and

WHEREAS, his career included service as a Missouri State Representative from 1979 to 1981, representing his community with integrity in the Missouri House of Representatives; and

WHEREAS, he served as Press Secretary to Mayor Vincent Schoemehl Jr. and later as Director of Communications for Mayor Clarence Harmon, helping to shape public understanding of city policy and leadership; and

WHEREAS, his extensive leadership within city government included roles as Public Safety Director, Supply Commissioner, Assistant Airport Director, and key positions within the Water Division, reflecting both the breadth of his expertise and his unwavering dedication to public administration; and

WHEREAS, Mr. Bushmeyer served as the City Assessor from 2002 to 2013, becoming the longest-serving Assessor in the history of St. Louis, where he upheld fairness, transparency, and professionalism in property assessment; and

WHEREAS, he played a critical role in the redistricting efforts of 1990, 2001, and 2011, helping to ensure more equitable racial representation and strengthening democratic participation within the City; and

WHEREAS, in 2021, he authored his memoir, Diamond Vince to Saint Francis: My Career in Local Politics, preserving for future generations a detailed account of his years of public service and the evolution of local government; and**WHEREAS,** his professional and personal papers have been preserved by the State Historical Society of Missouri, ensuring that his contributions to civic life will continue to inform and inspire; and

WHEREAS, known widely as a "consummate gentleman," Mr. Bushmeyer was admired for his affable personality, institutional knowledge, and steady leadership, embodying an era of professionalism and dedication at City Hall; and

WHEREAS, he leaves to cherish his memory his devoted wife, Louise; his children, Christopher and Lisa; and five beloved grandchildren, along with countless colleagues, friends, and residents whose lives were enriched by his work and kindness; and

WHEREAS, his family has requested that, in lieu of flowers, donations be made to the St. Louis Area Food Bank or St. Louis University High School, continuing his legacy of giving back to the community;

NOW THEREFORE BE IT RESOLVED, that we the members of the City of St. Louis Board of Aldermen, do hereby honor and celebrate the life of Edward L. Bushmeyer Jr., and pause in our deliberations to recognize him for his extraordinary contributions to public service and his enduring impact on the City of St. Louis; and

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the Board of Aldermen and that a copy be presented to his family as a lasting expression of our deepest sympathy and gratitude.

Introduced this 20th day of April 2026 by:
The Honorable Matt Devoti, Alderman 5th Ward

Cosponsors:
The Honorable Megan Green, President Board of Alderman
The Honorable Lauara Keys, Alderwoman 11th Ward
The Honorable Rasheen Aldridge, Alderman 14th Ward
The Honorable Michael Browning Alderman 9th Ward
The Honorable Jami Cox Antwi, Alderwoman 8th Ward
The Honorable Tom Oldenburg, Alderman 2nd Ward
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

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

RESOLUTION NUMBER 282
HONORING THELMA SHANNON ON THE OCCASION OF HER 100TH BIRTHDAY

WHEREAS, Thelma Shannon, a lifelong resident of the City of St. Louis, celebrated her 100th birthday on April 9, 2026, marking an extraordinary milestone and joining the distinguished ranks of centenarians; and

WHEREAS, born to Emma Radford Parnell and Joseph Parnell, Thelma Shannon is a proud graduate of Charles Sumner High School, Class of 1945, and represents the rich history and resilience of the St. Louis community; and

WHEREAS, at the age of 18, Thelma Shannon began her professional career at Barnes Hospital, where she faithfully served as a Licensed Practical Nurse, dedicating herself to the care and well-being of others; and

WHEREAS, her career in healthcare coincided with important milestones in her personal life, including the birth of her daughters, Bettyanne and Barbara, further grounding her legacy in both service and family; and

WHEREAS, in a profound act of love and devotion, Thelma Shannon left her professional role to care for her mother, ensuring she lived to the age of 101 with dignity and compassion despite significant health challenges; and

WHEREAS, throughout her lifetime, Thelma Shannon has demonstrated extraordinary resilience, having witnessed a century of historic change and most recently overcoming a high-risk surgery at the age of 99; and

WHEREAS, her enduring legacy is reflected in her role as a devoted wife of 69 years, a loving mother, grandmother, and great-grandmother, and a guiding “North Star” for her family; and

WHEREAS, Thelma Shannon’s life stands as a testament to faith, perseverance, service, and unwavering love for her family and community;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of St. Louis, that we hereby recognize and honor Thelma Shannon for her remarkable 100 years of life and her lasting contributions to the City of St. Louis; and

BE IT FURTHER RESOLVED that the Board of Aldermen extends its sincere congratulations and best wishes to Thelma Shannon on the celebration of her 100th birthday, wishing her continued health, happiness, and peace; and

BE IT FURTHER RESOLVED that a copy of this Resolution be spread upon the minutes of this Honorable Board and a commemorative copy be presented to Thelma Shannon as a token of our esteem.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

_____ _____

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 283
HONORING MOTHER ROSETTA WATTS

WHEREAS, Mother Rosetta Watts is a devoted and visionary leader who has faithfully served the Missouri Eastern Second Western Illinois Jurisdiction Department of Women since the year 2000, having been appointed and installed under the leadership of General Supervisor Mother Willie Mae Rivers upon recommendation of Bishop Lawrence M. Wooten Sr.; and

WHEREAS, Mother Watts has demonstrated unwavering commitment to the Church of God in Christ for over 65 years, serving in numerous capacities including Evangelism, Assistant District Missionary, District Missionary, Planning Committee Chairperson, Leadership Training Committee Chairperson, and Director of Home and Foreign Missions; and

WHEREAS, through her leadership, she has strengthened auxiliaries, units, and bands within the jurisdiction and established impactful initiatives such as a comprehensive missionary training program and a Grief and Crisis Support Group to meet the spiritual and emotional needs of the community; and

WHEREAS, Mother Watts has served faithfully on both the jurisdictional and national levels, including her work on the International Department of Women Executive Board, Advisory Board, Advocacy-Resolution Committee, Caregiver Support Committee, and as Co-Facilitator of the Grief Recovery Prayer Line; and

WHEREAS, her contributions to ministry extend to teaching, leadership development, and service in national conferences, as well as her continued service under the leadership of General Supervisor Mother Barbara McCoo Lewis; and

WHEREAS, Mother Watts is the co-founder of El-Bethel COGIC, where she serves as Church Mother, Bible Study President, and Board Member, supporting the ministry led by her son, Bishop Nelson Watts Jr.; and

WHEREAS, she is a devoted mother of six children, mentor, and spiritual leader whose legacy includes raising leaders in ministry and faithfully serving alongside her late husband, Superintendent Nelson Watts Sr., for over 43 years; and

WHEREAS, beyond her ministry, Mother Watts served as a licensed healthcare professional for 35 years and pursued extensive theological and religious studies, earning a Doctorate of Divinity and receiving a Lifetime Achievement Award for her dedication to education and ministry; and

WHEREAS, her excellence and service have been recognized through numerous honors, including being named “Mother of the Year” in 2018 and receiving the 2024 International Department of Women Supervisor Award, as well as serving as Official Host for the 75th Annual Women’s International Convention in 2025; and

WHEREAS, Mother Watts exemplifies a life of faith, service, and leadership, guided by her principle, “Living to Serve,” and remains committed to addressing the holistic needs of God’s people;

NOW, THEREFORE, BE IT RESOLVED, that we honor, recognize, and celebrate Mother Rosetta Watts for her extraordinary leadership, faithful service, and lasting contributions to the Church and community; and

BE IT FURTHER RESOLVED, that a copy of this resolution be presented as a token of appreciation and respect for her enduring legacy and commitment to service.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

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

RESOLUTION NUMBER 284
HONORING INDIGO K. SAMS

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, among those being recognized is Indigo K. Sams, President and CEO of COCA, whose decades-long commitment to arts education and community development has made her one of St. Louis's most respected arts leaders; and

WHEREAS, her journey with COCA began as a college intern, and through her leadership and experience—including her tenure with the Boys & Girls Clubs of Greater St. Louis—she now leads one of the largest multidisciplinary arts centers in the country; and

WHEREAS, under her leadership, COCA continues to serve tens of thousands annually, expanding access to arts education and fostering creativity across the region; and

WHEREAS, through her dedication and vision, Indigo K. Sams continues to strengthen the role of the arts in building community and transforming lives; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Indigo K. Sams for her outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which he is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

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Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 285
HONORING KAYLA REED

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents in partnership with Action STL, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, this event recognizes and celebrates leaders across the region who are making meaningful contributions to justice, opportunity, and progress, honoring individuals whose work strengthens the social and civic fabric of the City of St. Louis; and

WHEREAS, among those being recognized is Kayla Reed, a proud St. Louis native, respected organizer, strategist, and Co-Founder and Executive Director of Action STL, a grassroots racial justice organization dedicated to building Black political power and advancing equity throughout the region; and

WHEREAS, inspired to act following the 2014 Ferguson Uprising and the killing of Michael Brown, Kayla Reed transitioned from a career as a pharmacy technician into full-time community organizing, later earning her bachelor's degree from Washington University in St. Louis while continuing her advocacy work; and

WHEREAS, under her leadership, Action STL has successfully led transformative campaigns focused on housing justice, voting rights, and criminal legal reform, while also playing a pivotal role in electing progressive Black leadership, including helping to elect Tishaura Jones as the first Black woman Mayor of St. Louis; and

WHEREAS, Kayla Reed's influence extends nationally through her role as Co-Founder of the Electoral Justice Project, a campaign of the Movement for Black Lives, where she works to expand Black voter engagement and strengthen Black-led organizations across the country; and

WHEREAS, through her tireless dedication, Kayla Reed continues to champion a vision of St. Louis where all communities have access to safety, power, and self-determination, embodying the spirit of leadership and service honored by Kre8 Spaces HONORS 2026; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Kayla Reed for her outstanding leadership, advocacy, and dedication to advancing equity and justice in the City of St. Louis and beyond; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which she is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 286
HONORING CHRIS HANSEN

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, among those being recognized is Chris Hansen, Executive Director of the Kranzberg Arts Foundation, whose leadership has transformed the arts infrastructure of St. Louis; and

WHEREAS, through his vision, the Foundation has developed numerous arts spaces and supported dozens of creative organizations, helping establish the Grand Center Arts District as a nationally recognized hub for arts and culture; and

WHEREAS, Chris Hansen has also led major initiatives including Music at the Intersection, elevating St. Louis's musical legacy and attracting national attention to the region's cultural contributions; and

WHEREAS, through his leadership and dedication, Chris Hansen continues to strengthen the creative economy and cultural identity of St. Louis; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Chris Hansen for his outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which he is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

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Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 287
HONORING KEISHA MABRY-HAYMORE

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, this event recognizes and celebrates leaders across the region who are making meaningful contributions to justice, opportunity, and progress, honoring individuals whose work strengthens the social and civic fabric of the City of St. Louis; and

WHEREAS, among those being recognized is Keisha Mabry-Haymore, a nationally respected AI-tech educator, entrepreneur, and workforce development leader, and Managing Director of Per Scholas St. Louis, who has dedicated her career to closing the digital divide and empowering communities through education and technology; and

WHEREAS, a Louisville, Kentucky native, Keisha Mabry-Haymore holds degrees from the University of Kentucky, the University of Louisville, and the University of Missouri–St. Louis, and has been widely recognized through national media platforms for her leadership and impact; and

WHEREAS, through her leadership at Per Scholas St. Louis, a free, high-quality technology training program, she has helped create life-changing opportunities for participants, many of whom significantly increase their earning potential upon completion; and

WHEREAS, as Founder of Heydays Creative Workspace and a Grow With Google Digital Coach, Keisha Mabry-Haymore continues to expand access to digital skills and delivers transformative AI education to organizations nationwide, including Fortune 500 companies; and

WHEREAS, through her innovation, leadership, and commitment to equity in technology and education, Keisha Mabry-Haymore embodies the spirit of service and progress celebrated by Kre8 Spaces HONORS 2026; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service; and

BE IT FURTHER RESOLVED, that we honor Keisha Mabry-Haymore for her outstanding leadership and dedication to advancing opportunity through education and technology; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and a copy be presented to the honoree.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

_____ _____

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 288
HONORING LARRY MORRIS

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, among those being recognized is Larry "Fallout" Morris, a proud St. Louis native of University City, respected cultural leader, artist, and the Director of Programs & Partnerships at the Kranzberg Arts Foundation, who has dedicated his career to connecting artists, communities, and opportunities throughout the region; and

WHEREAS, Larry Morris holds a Bachelor's degree in Audio Production and a Master's degree in Media Communications from Webster University, and is widely known as the frontman of the acclaimed St. Louis hip-hop fusion band iLLPHONiCS, as well as for his work as a professional songwriter for television; and

WHEREAS, since joining the Kranzberg Arts Foundation in 2022, Larry Morris has advanced from Director of Artist Residency to Director of Programs & Partnerships, where he oversees the Kranzberg Artist in Residency program, cultivates community partnerships, and leads workforce development initiatives including the ArtWorQ career preparation program and Music at the Intersection activations; and

WHEREAS, recognized as a 2019 St. Louis Civic Pride Foundation "Saint Louis Champion," Larry Morris has been instrumental in expanding access to the arts by connecting minority and international communities to creative spaces, ensuring that arts and cultural resources are inclusive and accessible to all residents of the City of St. Louis; and

WHEREAS, through his leadership, creativity, and commitment to cultural equity, Larry Morris continues to strengthen the artistic landscape of St. Louis and embodies the spirit of service and community celebrated by Kre8 Spaces HONORS 2026; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Larry "Fallout" Morris for his outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which he is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:
The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

_____ _____

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 289
HONORING MICHAEL DONOVAN

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, among those being recognized is Michael Donovan, Executive Director of the Missouri Arts Council, whose decades of leadership have expanded access to the arts across the state; and

WHEREAS, through his work, the Missouri Arts Council continues to support artists and organizations statewide, fostering creativity, economic development, and cultural appreciation in communities large and small; and

WHEREAS, with more than 40 years in the arts, Michael Donovan has served as a leader, advisor, and advocate, strengthening partnerships and advancing the role of the arts in public life; and

WHEREAS, through his commitment and service, he has helped ensure that the arts remain a vital part of Missouri's identity and future; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Michael Donovan for his outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which he is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

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Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 290
HONORING LESLIE & VALERIE HUGHES

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, this event recognizes and celebrates leaders across the region who are making meaningful contributions to justice, opportunity, and progress, honoring individuals whose work strengthens the social and civic fabric of the City of St. Louis; and

WHEREAS, among those being recognized are Leslie and Valerie Hughes, visionary co-founders of Frizzy By Nature and creators of Frizz Fest, the largest Black beauty festival in the Midwest, who have transformed a personal journey of healing into a powerful community movement; and

WHEREAS, since its founding in 2017, Frizz Fest has grown from a gathering of hundreds into an annual celebration welcoming thousands, uplifting Black beauty, entrepreneurship, culture, and joy while creating economic opportunities for local vendors and artists; and

WHEREAS, through their leadership, Leslie and Valerie Hughes have expanded their impact beyond the festival by developing programs such as Blooming Business and Frizz Fest University, supporting entrepreneurs and fostering community connection year-round; and

WHEREAS, through their vision, creativity, and commitment to uplifting others, Leslie and Valerie Hughes continue to strengthen the cultural and economic vitality of the City of St. Louis; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service; and

BE IT FURTHER RESOLVED, that we honor Leslie and Valerie Hughes for their outstanding leadership and dedication to advancing opportunity through education and technology; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and a copy be presented to the honoree.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

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Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 291
HONORING VANESSA COOKSEY

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, among those being recognized is Vanessa Cooksey, President and CEO of the Regional Arts Commission of St. Louis, a transformational leader whose work has helped shape the region into a thriving center for arts and culture; and

WHEREAS, since joining the organization in 2020, Vanessa Cooksey has guided a bold vision to position St. Louis as a national model for arts-driven placemaking and civic pride, building upon decades of investment in artists and cultural institutions; and

WHEREAS, with more than 30 years of leadership experience across corporate, nonprofit, and government sectors, she has led initiatives impacting millions nationwide and has been widely recognized for her contributions to community development and leadership; and

WHEREAS, through her lifelong commitment to creativity, innovation, and community impact, Vanessa Cooksey exemplifies the highest ideals of leadership in the arts; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Vanessa Cooksey for her outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which he is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

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Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 292
HONORING TEE PARKS

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, Kre8 Spaces HONORS 2026 celebrates five years of impactful service in the City of St. Louis, uplifting community voices, advancing equity, supporting ongoing tornado relief efforts for North St. Louis residents, and standing in strong support of sustaining the arts amid proposed statewide funding cuts; and

WHEREAS, among those being recognized is Tierra K. Parks, known professionally as Tee Parks, a dynamic storyteller, emcee, and creative artist whose work bridges arts, media, and education in the City of St. Louis; and

WHEREAS, a graduate of the University of Missouri–St. Louis, Tee Parks began her career in radio, producing nationally recognized programs and building a strong foundation in media and storytelling; and

WHEREAS, as the founder of Healing Thoughts Productions, she has created a platform for creative expression, education, and community engagement through performance, writing, and curriculum development; and

WHEREAS, through her presence as an emcee and cultural connector, Tee Parks continues to uplift voices and celebrate the spirit of St. Louis through storytelling and the arts; and

NOW, THEREFORE, BE IT RESOLVED, that we, the Board of Aldermen of the City of St. Louis, do hereby recognize and commend Kre8 Spaces HONORS 2026 for its five years of impactful service and its continued commitment to community uplift, advocacy, and the arts; and

BE IT FURTHER RESOLVED, that we honor Tierra K. Parks for her outstanding leadership, dedication to the arts, and commitment to expanding opportunity and access for communities across the City of St. Louis; and

BE IT FURTHER RESOLVED, that this Resolution be spread upon the minutes of this Honorable Board and that a copy be presented to the honoree as a testament to the high esteem in which he is held by the citizens of the City of St. Louis.

Introduced this 20th Day of April 2026 by:

The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Adopted this 20th Day of April 2026 as attested by:

_____ _____

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 293
HONORING BISHOP R.D. STRONG

WHEREAS, Jurisdictional Bishop Robert D. Strong, Sr. is the Pastor of Kossuth Church of God in Christ of St. Louis, Missouri and on January 23, 2023, Auxiliary Bishop Robert D. Strong, Sr., was elevated to **Jurisdictional Bishop of the Missouri Eastern Third Jurisdiction** by The Honorable Presiding Bishop and Chief Apostle John J. Shears in Memphis, Tennessee; and

WHEREAS, on November 10, 2013, Elder Robert D. Strong, Sr. was elevated and installed to Auxiliary Bishop of Church of God in Christ by The Honorable Presiding Bishop and Chief Apostle Charles E. Blake, officiating at Edward Jones Dome in St. Louis, Missouri; and

WHEREAS, Pastor Strong has faithfully served this congregation since April, 1977. Also, while serving as Pastor of Kossuth COGIC, Bishop Strong was employed by General Motors for 25 years until he received a word from the Lord to dedicate his life to full time ministry. In 1994, Pastor Strong received his Bachelor of Arts Degree in Biblical Studies from Lael College. He also received his Master's Degree in Ministry. Pastor Strong was appointed Eastern Missouri First Jurisdiction Sunday School Superintendent in 1990 and Midwest Regional Sunday School Superintendent in 1998. Bishop Strong travels the country preaching and teaching the gospel; teaching annually in the Auxiliaries in Ministry International Conventions (AIMS). He has also sponsored trips to Israel, Jordan, and Egypt, to help inspire faith in the Lord; and

WHEREAS, Pastor Strong has been married to Evangelist Missionary Jaynes Strong for 60 years, and she works untiringly alongside him in the ministry. They have seven unique children; and

WHEREAS, under Pastor Strong's pastorate two new edifices were constructed. The vision of a new edifice was given from the Lord based on Haggai 1:8. On April 17, 1983, the vision became a reality and the new edifice, at 3801 Clarence was dedicated. The second 950 seat edifice opened July 18, 2004. Latter Glory Manor, a 38-unit seniors' complex, was also built in 2004. In 2005, a multipurpose complex was renovated from the last sanctuary. On Sunday, April 28, 2013 a "Street Dedication Service" was held in dedication of the street named "Eld. Robert Strong, Sr. Way". Other church and community ministries include: Bible Study Institute, G.E.D. Assistance Weekly Hot Lunch Program, Multi Media Ministry, Transportation Ministry, Prison Outreach Ministry, Drug & Alcohol Recovery Program, Community Food Pantry, Grill to Glory, Flame of Fire Radio Broadcast, and the vision continues….

NOW THEREFORE BE IT RESOLVED, by the Board of Aldermen of the City of St. Louis that we pause in our deliberation to humbly honor and recognize the legacy of Bishop Robert D. Strong. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented to the honoree at time deemed appropriate by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 20th day of April 2026 as attested by:

_____	_____
Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

RESOLUTION NUMBER 294
HONORING THE HISTORY AND LEGACY OF KOSSUTH CHURCH OF GOD IN CHRIST

WHEREAS, in 1925, Mother Lydia B. Tate established the Boosting for Jesus Circle Prayer Band in her home at 3933 W. Belle in St. Louis, Missouri, laying the spiritual foundation for what would become a lasting institution of faith and community service; In 1932, Elder James Lee Ward and Elder John Schafer joined the prayer band, strengthening its leadership and expanding its spiritual reach; and

WHEREAS, on April 21, 1936, the organization formally became The All-Saints Gospel Feast Holiness Church, with Elder James Lee Ward appointed Pastor and Elder John Schafer serving as Assistant Pastor. In 1941, Elder Henry Phillips joined the ministry, further advancing its mission and impact. The church relocated in 1945 to 507 S. Jefferson and, in 1949, united with the Church of God in Christ under the leadership of Elder James L. Ward. On April 12, 1959, the congregation dedicated its new sanctuary at 4215 Kossuth and was renamed Kossuth Church of God in Christ, marking a new era of growth and stability; and

WHEREAS, following the passing of Elder Ward on February 22, 1975, and Elder Henry Phillips in 1976, the church continued its mission through faithful leadership transitions. On April 17, 1977, Elder Robert D. Strong was installed as Pastor, ushering in a period of significant expansion and development, including the dedication of a new edifice at 3801 Clarence on April 17, 1983, and the opening of a 950-seat sanctuary on July 18, 2004; and

WHEREAS, under Pastor Strong's leadership, the church expanded its community footprint with the construction of Latter Glory Manor, a 38-unit senior housing complex in 2004, and the renovation of a multipurpose facility in 2005. On April 28, 2013, the community honored Pastor Strong's enduring impact with the dedication of "Eld. Robert Strong, Sr. Way," commemorating his leadership and service. Kossuth Church of God in Christ has remained a cornerstone of spiritual guidance, community development, and faith-based leadership in St. Louis for nearly a century.

NOW, THEREFORE, BE IT RESOLVED that we do hereby recognize, honor, and celebrate the rich history, enduring legacy, and continued vision of Kossuth Church of God in Christ, acknowledging its profound contributions to the spiritual, social, and cultural fabric of the St. Louis community. This resolution serves as a formal expression of appreciation for the generations of leadership, membership, and community partners whose commitment has sustained and advanced the mission of the church. As Kossuth Church of God in Christ continues forward, its legacy stands as a model of faith-driven leadership, community investment, and transformational impact.

BE IT FURTHER RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberation to humbly honor the history and legacy of Kossuth Temple Church of God in Christ. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented to the honoree at time deemed appropriate by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Laura Keys, Alderwoman 11th Ward

Adopted this 20th day of April 2026 as attested by:

_____	_____
Sharita Rogers	**Megan Green**
Clerk, Board of Aldermen	**President, Board of Aldermen**

RESOLUTION NUMBER 295
HONORING MONSIGNOR DENNIS DELANEY

WHEREAS, Monsignor Dennis Delaney was ordained to the Holy Priesthood on May 22, 1976, by Cardinal Carberry, then-Archbishop of Saint Louis; and

WHEREAS, he has faithfully served the Archdiocese of Saint Louis for fifty years with dedication, pastoral charity, and steadfast devotion to the Church; and

WHEREAS, he has provided exemplary leadership as Rector of the Pro-Cathedral of St. John the Apostle and Evangelist, fostering vibrant liturgical life and spiritual growth among the faithful; and

WHEREAS, in his role as Executive Director of Catholic Cemeteries of the Archdiocese of Saint Louis, he has guided this sacred ministry with compassion, dignity, and a deep respect for the corporal works of mercy; and

WHEREAS, his priestly ministry has been marked by a profound commitment to preaching the Gospel, administering the Sacraments, and accompanying the People of God in times of joy and sorrow; and

WHEREAS, his witness of faith, humility, and service has been a source of inspiration to clergy, religious, and laity alike;

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to joyfully commemorate and congratulate Monsignor Delaney on the occasion of his Golden Jubilee of Ordination and that we offer our heartfelt gratitude for his fifty years of faithful priestly service and pray for his continued health, strength, and blessings in the years to come.

NOW THEREFORE BE IT RESOLVED we further direct the Clerk of this Board of Aldermen to spread a copy of this Resolution across the minutes of these proceedings and to prepare a commemorative copy of this resolution to the end that it may be presented to those deemed appropriate by the sponsor.

Introduced this 20th Day of April 2026 by:
The Honorable Matt Devoti, Alderman of the 5th Ward

Adopted this 20th Day of April 2026 as attested by:

_____ _____

Sharita Rogers
Clerk, Board of Aldermen

Megan Green
President, Board of Aldermen

RESOLUTION NUMBER 296
HONORING MICHAEL J. LATCHISON AND THE MICHAEL LATCHISON SINGING MINISTRY

WHEREAS, Min. Michael J. Latchison is a pillar of Gospel Music in St. Louis, Missouri, celebrated not only for his profound music ministry but for his deep commitment to mentoring and nurturing lives as a surrogate parent to many children over the years; and

WHEREAS, the journey began in June, 1985 at Beaumont High School, where Michael organized a Gospel ensemble that would lay the groundwork for a long-lasting ministry. Over the decades, what started as a small school ensemble has evolved into The Michael Latchison Singing Ministry; a dynamic 35-voice singing aggregation; and

WHERAS, under his direction, MLSM has become recognized as the longest running community choir within the Greater St. Louis Metropolitan area, committed to both musical excellence and giving back to the community. Michael Latchison's life is deeply rooted in church and music ministry in service with MLSM; and

WHEREAS, Michael has maintained a robust presence for over 41 years, bringing high-energy praise and worship to the Greater St. Louis Metropolitan area. One of his greatest and most notable achievements and a monumental recognition of his contributions to Gospel music is his induction into the Gospel Music Hall of Fame in September, 2025. This honor highlights his enduring impact, legacy, and dedication to Gospel music and uplifting the community; and

WHEREAS, we celebrate this day, April 19, 2026, in honor of MLSM founder Michael J. Latchison, recognize Mr. Alvin Johnson President, Lady Patricia Barber Vice President,
Ms. Ava Harris Secretary, and Mrs. Shelia Forrest Financial consultant and wish them God speed and success in the years to come.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen of The City of St. Louis that we pause in our deliberations to honor Min. Michael J. Latchison and the Michael Latchison Singing Ministry. We further direct the clerk of this board to spread a copy of this resolution across the minutes of these proceedings and to prepare a commemorative copy to the end that it may be presented on April 19,2026 by the sponsor.

Introduced this 20th day of April 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

Adopted this 20th day of April 2026 as attested by:

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