ST. LOUIS BOARD OF ALDERMEN
REGULAR FULL BOARD MEETING
CHAMBERS
FRIDAY, JANUARY 16, 2026 AT 10:00 AM
AGENDA NO. 37
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1. **Call to Order**

2. **Roll Call**

3. **Opening Reflection or Prayer**

4. **Announcement of any Special Order of the Day**

5. **Introduction of Honored Guests**

6. **Approval of Minutes of Previous Meeting**

   Approval of the minutes dated Friday, January 9, 2026

7. **Report of City Officials**

   a) **Report of the Clerk of the Board of Aldermen**

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

B.B. #92FS	**Tyus**	**01-09-2026**

   b) **Office of the Mayor**

   c) **Office of the President**

d) **Office of the Comptroller**

8. **Petitions and Communications**

None

9. **Board Bills for Perfection – Informal Calendar**

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

B.B. #51 – 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. #25CSAAIC – Cohn/Pres. Green – An ordinance (the "Ordinance") amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to rental car operations at St. Louis Lambert International Airport and containing a severability clause.

10. **Board Bills for Third Reading – Informal Calendar**

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

B.B. #59 - Alderwoman Sharon Tyus - An ordinance recommended by the Board of Public Service vacating a portion of air rights for a 15-foot section of Taylor, south of Children's Place, adjacent to City Blocks 3970 and 4781-S in the City of St. Louis, Missouri, as hereinafter de¬scribed, in accor¬dance with Charter authority, and in conformity with Section l4 of Article XXI of the Charter and imposing certain conditions on such vacation.

11. Resolutions – Informal Calendar

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

12. First Reading of Board Bills
None

13. Reference to Committee of Board Bills
None

14. Second Reading and Report of Standing Committees

a) Do Pass Recommendation

HUDZ **B.B. #107 - Alderman Rasheen Aldridge** - An Ordinance approving the "Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the

Project" (the "Amended Petition"); and containing a severability clause.

HUDZ **B.B. #120 - Alderman Michael Browning** - An Ordinance establishing a sales tax reimbursement account in support of the project located at 3942 Laclede Avenue, approving a Development and Performance Agreement related to such project and authorizing execution thereof.

PIFU **B.B. #115 - Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard, Alderwoman Pamela Boyd, Alderman Matthew Devoti, Alderwoman Anne Schweitzer, Alderwoman Jami Cox Antwi** - An ordinance, recommended by the Board of Estimate and Apportionment, appropriating funds totaling Five Million Dollars ($5,000,000) from those received into the City's Capital fund pursuant to Ordinance Number 60419 as amended by Ordinance Number 61250 representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year for the purposes of funding capital maintenance and improvements to the City's flood wall as hereinafter detailed and containing an emergency clause.

HHD **B.B. #124 - Alderwoman Alisha Sonnier, President Green** - An ordinance recommended by the Board of Estimate and Apportionment authorizing the Commissioner of the Department of Health or her designee, on behalf of the City St. Louis, to enter in the FY 2024 State Crisis Intervention Program Subaward Agreement and to accept funds awarded; appropriating said funds in the amount of up to Two Hundred Fifty-Five Thousand One Hundred Fifteen Dollars and Sixty-Nine Cents ($255,115.69); and authorizing the Department of Health to expend the appropriated funds for allowed purposes; and containing an emergency clause.

b) Do Not Pass Recommendation

c) Without Recommendation

15. Report of Special Committees
None

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. #116, #117, & #118

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

B.B. #116 - Alderman Shane Cohn - An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the "First Amendment to First Amendment to News/Gift Specialty Retail Concession Agreement AL-212," originally authorized by Ordinance Number 69270, between the City and HG-St. Louis JV; and containing a severability clause.

B.B. #117 - Alderman Shane Cohn - An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the Second Amendment to Electronics Retail Concession Agreement (AL-214), authorized by Ordinance Numbers 70144 and 71579, between the City and HG-St. Louis JV, II; and containing a severability clause.

B.B. #118 - Alderman Shane Cohn - An Ordinance recommended and approved by the Airport Commission, the Comptroller, and the Board of Estimate and Apportionment, making findings respecting the transfer of a maximum of Thirteen Million Seven Hundred Twenty Seven Thousand Seven Hundred Sixty Nine Dollars ($13,727,769) of excess moneys that The City of St. Louis (the "City"), the owner and operator of St. Louis Lambert International Airport (the "Airport"), intends to transfer from the Debt Service Stabilization Fund to the Airport Revenue Fund during fiscal year 2026, to mitigate rates on an annual basis during the term of the Airport Use and Lease Agreement commencing July 1, 2016; containing a severability clause.

20. **Third Reading and Final Passage of Board Bills**
None

21. **Report of the Finally Passed and Signing by President**
B.B. #116, #117, #118

22. **First Reading of Resolutions and Reference to Committees**
None

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

Res. #194CS - Alderwoman Anne Schweitzer - 2026-2027 Assessment Maintenance Plan

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

24. Courtesy Resolutions

Res. #216 - Alderwoman Pamela Boyd - Now therefore be it resolved by The Board of Aldermen for the City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate the life and legacy of Mattie Ruth Carpenter.

25. Miscellaneous and Unfinished Business
None

26. Announcements

a) **Monday, January 19, 2026**
Dr. Martin Luther King Holiday – Office Closed

Tuesday, January 20, 2026
None

Wednesday, January 21, 2026
None

ST. LOUIS BOARD OF ALDERMEN
REGULAR FULL BOARD MEETING
CHAMBERS
FRIDAY, JANUARY 16, 2026 AT 10:00 AM
AGENDA NO. 37
8

Thursday, January 22, 2026
None

Friday, January 23, 2026
Full Board Meeting – 10am – Chambers

27. **Excused Aldermen**

28. **Adjournment**

29. **Calendar**

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

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

Monday, January 19, 2026 - Office Closed Dr. King Holiday
Friday, January 23, 2026 Full Board Meeting
Friday, January 30, 2026 Full Board Meeting
Friday, February 6, 2026 Full Board Meeting
Friday, February 13, 2026 Full Board Meeting (Last Day to Introduce Board Bills)
Monday, February 16, 2026 Office Closed – President's Day
Friday, February 20, 2026 Full Board Meeting
Friday, February 27, 2026 Full Board Meeting
Friday, March 6, 2026 Full Board Meeting
Friday, March 13, 2026 Full Board Meeting

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

Preliminary
Minutes
St. Louis Board of Aldermen Meeting
Regular Meeting
Friday, January 9, 2026
10am
Board of Aldermen Chambers
Minutes are preliminary and may change until finally approved by the Board

1. Call to Order
President Green called the meeting to order at 10am and directed the Associate Clerk to call the roll.

2. Roll Call
The Associate Clerk called the roll and the following members answered to their names: Ms. Schweitzer, Mr. Oldenburg, Mr. Narayan, Mr. Devoti, Ms. Velázquez, Ms. Sonnier, Ms. Cox-Antwi, Mr. Browning, Ms. Clark-Hubbard, Ms. Boyd, Mr. Aldridge, and President Green. **12 members were present. A quorum was established.**

3. Opening Reflection or Prayer
President Green recognized Public Health Nurse Kim Spain with the Health Department to lead the members in the opening and reflection to discuss Cervical Cancer Awareness Month.

Ms. Spain led the members in an opening reflection/prayer.

4. Announcement of Any Special Order of the Day
None.

5. Introduction of Honored Guests
President Green directed the meeting to the Introduction of Honored Guests.

Ms. Aldridge recognized his honored guest, Tim Brinker from Jefferson City and doing work with GSL

Ms. Velázquez recognized as her honored guest Shawn Hadley the New Executive to the Director of Streets

Ms. Clark Hubbard asked for a moment of silence for Firefighter O'Neal.

Ms. Green led the member in a moment of silence.

Ms. Clark Hubbard recognized as her honored guest two retirees, former Clerk Terry Kennedy and photographer Riley Price. Also, congratulations to the 27 firefighters being promoted, specifically noting three African American women among them, making a historic number.

Ms. Sonnier recognized as her honored guest the employees Cody's Coffee.

6. **Approval of Minutes of previous meetings**
President Green recognized Ms. Clark- Hubbard on the motion for the approval of the minutes of the Wednesday, December 17, 2025, Monday, December 29, 2025 & Tuesday, January 6, 2026 Special full Board meetings.

Ms. Clark-Hubbard moved to approve the minutes of the Wednesday, December 17, 2025, Monday, December 29, 2025 & Tuesday, January 6, 2026 Special full Board meetings.

Seconded by Sonnier.

President Green called for the vote on the motion to approve the minutes of the Wednesday, December 17, 2025, Monday, December 29, 2025 & Tuesday, January 6, 2026 Special full Board meetings.

The motion carried unanimously by voice vote.

7. **Report of City Officials**

President Green directed the Associate Clerk to the Report of City Officials.

The Associate Clerk read the following:

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, the Description of the Board Bill and Date Delivered:

Board Bill Number 76
Introduced by Alderwoman Sharon Tyus
Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on the 4700 blocks of Farlin, Margaretta, Kossuth, San Francisco, and Sacramento in the Penrose Neighborhood; the 3900-4200 blocks of Evans and the 800-1400 blocks of Pendleton in the Vandeventer/Lewis Place Neighborhoods**Date Delivered: Friday, December 17, 2025**

Board Bill Number 101
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on a block in the 13th ward.
Date Delivered: Friday, December 17, 2025

Board Bill Number 102
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394,** an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.

Date Delivered: Friday, December 17, 2025

Board Bill Number 104
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.
Date Delivered: Friday, December 17, 2025

Board Bill Number 105
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.
Date Delivered: Friday, December 17, 2025

Board Bill Number 109
Introduced by Alderwoman Daniela Velázquez
An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in a portion of Parker Avenue beginning approximately 409.795 +/- 0.115 feet from Kingshighway Boulevard and extending east 183.56 +/- 0.02 feet to a point 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.
Date Delivered: Friday, December 17, 2025

Board Bill Number 112
Floor Substitute
Introduced by Alderman Rasheen Aldridge
Cosponsors: President Megan Green, Alderwoman Shameem Clark-Hubbard, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Daniela Velázquez, and Alderman Matt Devoti
An ordinance recommended by the Board of Estimate and Apportionment making a supplemental appropriation to the Annual Budget Ordinance 71995 for Fiscal Year beginning July 1, 2025, and ending June 30, 2026, amounting to the sum of Three Hundred Fifty Thousand Dollars ($350,000.00), authorizing the Director of the Department of Health to Enter onto and execute a form contract amendment as may necessary to expend funds and containing an Emergency Clause.
Date Delivered: Friday, December 17, 2025

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 79
As Amended in Committee
Introduced by Alderman Matt Devoti

Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on various blocks in the 5th ward.
Effective Date: January 15, 2026
Ordinance Number: 72069

Board Bill Number 86
Introduced by Alderwoman Jamie Cox-Antwi
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, directing the Director of Streets to install speed humps to calm the flow of traffic on the 2100 block of Victor Street.
Effective Date: January 15, 2026
Ordinance Number: 72070

Board Bill Number 97
Introduced by Alderwoman Shameem Clark-Hubbard
An Ordinance authorizing the honorary street name Kym Kimberli's Way pursuant to **Ordinance Number 68937**, which shall begin at the intersection of Deer Street and run North on Deer Street to the intersection of Martin Luther King BLVD.
Effective Date: January 15, 2026
Ordinance Number: 72071

Board Bill Number 76
Introduced by Alderwoman Sharon Tyus
Pursuant to Ordinance Number 70333 as amended by Ordinance Number 71394, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on the 4700 blocks of Farlin, Margaretta, Kossuth, San Francisco, and Sacramento in the Penrose Neighborhood; the 3900-4200 blocks of Evans and the 800-1400 blocks of Pendleton in the Vandeventer/Lewis Place Neighborhoods
Date Effective Date: January 18, 2026
Ordinance Number: 72072

Board Bill Number 77
Introduced by Alderwoman Sharon Tyus
Pursuant to Ordinance Number pertaining to the regulation of traffic speed along Kingshighway Memorial Boulevard between Dr. Martin Luther. King Drive and Bircher Boulevard, located south of Interstate 70, containing an emergency clause.
Date Effective Date: December 18, 2025
Ordinance Number: 72073

Board Bill Number 112
Floor Substitute
Introduced by Alderman Rasheen Aldridge
Cosponsors: President Megan Green, Alderwoman Shameem Clark-Hubbard, Alderwoman Alisha Sonnier, Alderman Michael Browning, Alderwoman Daniela Velázquez, and Alderman Matt Devoti
An ordinance recommended by the Board of Estimate and Apportionment making a supplemental appropriation to the Annual Budget Ordinance 71995 for Fiscal Year beginning July 1, 2025, and ending June 30, 2026, amounting to the sum of Three Hundred Fifty Thousand

Dollars ($350,000.00), authorizing the Director of the Department of Health to Enter onto and execute a form contract amendment as may necessary to expend funds and containing an Emergency Clause.
Date Effective Date: December 18, 2025
Ordinance Number: 72074
Board Bill Number 88
Introduced by Aldermen Michael Browning
Cosponsors: President Megan Green and Alderman Matt Devoti
An ordinance updating **Title Two, Elections, of the Municipal Code** of the City of St. Louis. Updating, clarifying, and removing outdated language within the election code, including filing fees, the certificate for nomination, and containing procedures in the event of a tie.
Date Effective Date: January 22, 2026
Ordinance Number: 72075

Board Bill Number 103
Introduced by Alderman Shane Cohn
An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the Second Amendment to the WiFi and Distributed Antenna System Operating Agreement (AL-263), originally authorized by Ordinance Number 69919, between the City and Concourse Communications Group, LLC; and containing a severability clause.
Date Effective Date: January 22, 2026
Ordinance Number: 72076

Board Bill Number 101
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic on a block in the 13th ward.
Date Effective Date: January 30, 2026
Ordinance Number: 72077

Board Bill Number 102
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394,** an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.
Date Effective Date: January 30, 2026
Ordinance Number: 72078

Board Bill Number 104
Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333** as amended by **Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.
Date Effective Date: January 30, 2026
Ordinance Number: 72079

Board Bill Number 105

Introduced by Alderwoman Pamela Boyd
Pursuant to **Ordinance Number 70333 as amended by Ordinance Number 71394**, an ordinance directing the Director of Streets to install speed humps to calm the flow of traffic in the 13th Ward.
Date Effective Date: January 30, 2026
Ordinance Number: 72080

Board Bill Number 109
Introduced by Alderwoman Daniela Velázquez
An ordinance recommended by the Board of Public Service to conditionally vacate above surface, surface and sub-surface rights for vehicle, equestrian and pedestrian travel in a portion of Parker Avenue beginning approximately 409.795 +/- 0.115 feet from Kingshighway Boulevard and extending east 183.56 +/- 0.02 feet to a point 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.
Date Effective Date: January 30, 2026
Ordinance Number: 72081

b.) Office of the Mayor

Airport Arts Advisory Committee

December 19, 2025

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

Dear Members of the Board,

I have the pleasure to submit the following individual for appointment to the **Airport Arts Advisory Committee**

The appointment of **David Frey**, who resides in the 7th Ward, whose term will expire on **December 10, 2029.**

I respectfully request your approval of this appointment.

Sincerely,

Cara Spencer, Mayor
City of St. Louis

President Green recognized Ms. Sonnier on the motion to approve the Mayor's appointment to the **Airport Arts Advisory Committee.**

Ms. Sonnier moved to send the Mayor's appointment to the **Airport Arts Advisory**

Committee to the Transportation and Commerce Committee.

Seconded by Mr. Aldridge.

President Green called for the vote on the motion to approve the Mayor's appointment to the **Airport Arts Advisory Committee.**

The motion carried unanimously by voice vote.

Tower Grove South Concerns Citizens Special Business District

December 19, 2025

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

Dear Members of the Board,

I have the pleasure to submit the following individual for appointment to the **Tower Grove South Concerns Citizens Special Business District.**

The appointment of **Sarah Brist,** who resides in the 6th ward, serving as a Renter, whose term expires **December 31, 2029.**

I respectfully request your approval of this appointment

Cara Spencer, Mayor
City of St. Louis

President Green recognized Ms. Velázquez on the motion to approve the Mayor's appointment to the **Tower Grove South Concerns Citizens Special Business District**

Ms. Velázquez moved to approve the Mayor's reappointment to the **Tower Grove South Concerns Citizens Special Business District.**

Seconded by Ms. Sonnier.

President Green called for the vote to approve the Mayor's appointment to the **Tower Grove South Concerns Citizens Special Business District.**

The motion carried unanimously by voice vote.

St. Louis Hills Special Business District

December 19, 2025

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

Dear Members of the Board,

I have the pleasure to submit the following individuals for appointment to the **St. Louis Hills Special Business District**

The appointment of **Kevin Kozminske,** who resides in the 2nd Ward, serving as a real property owner, whose term expires **December 31, 2029.**

The appointment of **Charles Kastner,** who resides in the 2nd Ward, serving as a real property owner, whose term expires **December 31, 2029.**

I respectfully request your approval of these appointments.

Sincerely,

Cara Spencer, Mayor
City of St. Louis

President Green recognized Mr. Oldenburg on the motion to approve the Mayor's appointments to the **St. Louis Hills Special Business District.**

Mr. Oldenburg moved to approve the Mayor's appointments to the **St. Louis Hills Special Business District.**

Seconded by Ms. Sonnier.

President Green called for the vote on the motion to approve the Mayor's appointments to the **St. Louis Hills Special Business District.**

The motion carried unanimously by voice vote.

DeBaliviere Place Special Business District

December 22, 2025

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

Dear Members of the Board,

I have the pleasure to submit the following individuals for appointments to the **DeBaliviere Place Special Business District**

The appointment of **Kelly Wichmann,** a property owner with the district, whose term will expire on **December 31, 2029.**

The appointment of **Sarah Edmondson,** serving as a renter within the district, whose term will expire on **December 31, 2029.**

The appointment of **Sherrone Beatty,** serving as a renter within the district, whose term will expire on **December 31, 2028.**

I respectfully request your approval of this appointment

Cara Spencer, Mayor
City of St. Louis

President Green recognized Ms. Clark-Hubbard on the motion to approve the Mayor's appointments to the **DeBaliviere Place Special Business District**.

Ms. Clark-Hubbard moved to approve the Mayor's reappointments to the **DeBaliviere Place Special Business District.**

Seconded by Ms. Cox-Antwi.

President Green called for the vote to approve the Mayor's appointments to the **DeBaliviere Place Special Business District.**

Developmental Disabilities Resource Commission

December 22, 2025

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

Dear Members of the Board,

I have the pleasure to submit the following individual for appointment to the **Developmental Disabilities Resource Commission**

The appointment of **Delilah Sullivan,** who resides in the 2nd Ward, serving as an at-large member whose term expires **October 1, 2028.**

I respectfully request your approval of these appointments.

Sincerely,

Cara Spencer, Mayor
City of St. Louis

President Green recognized Mr. Oldenburg on the motion to approve the Mayor's appointment to the **Developmental Disabilities Resource Commission.**

Mr. Oldenburg moved to approve the Mayor's appointment to the **Developmental Disabilities Resource Commission.**

Seconded by Ms. Sonnier.

President Green called for the vote on the motion to approve the Mayor's appointment to the **St. Developmental Disabilities Resource Commission.**

The motion carried unanimously by voice vote.

c.) Office of the President
None

8. Petitions and Communications
None

9. Board Bills for Perfection, Informal Calendar

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

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.

Board Bill Number 25
Committee Substitute As Amended in
Committee Introduced by Alderman Shane
Cohn Cosponsor: President Megan Green
An ordinance (the "Ordinance") amending Title 18 - Airports and Aviation Code, of the Revised Code of the City of St. Louis, to add a new chapter pertaining to car rental operations at St. Louis Lambert International Airport and containing a severability clause.

10. Board Bills for Third Reading, Informal Calendar

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.

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.

11. Resolutions, Informal Calendar
Resolution Number 205
Introduced by Alderman Bret Narayan
Cosponsors: President Megan Green, Alderman Thomas Oldenburg, Alderman Shane Cohn, Alderwoman Daniela Velázquez, Alderwoman Alisha Sonnier, Alderwoman Jamie Cox-Antwi, Alderman Michael Browning, Alderwoman Shameem Clark-Hubbard, Alderwoman Laura Keys, Alderwoman Pamela Boyd, and Alderman Rasheen Aldridge
Ordering a Special Election for the office of the Sheriff.

President Green asked if any member wanted to take a Board Bill or Resolutions off any of the Informal Calendars.

There was no request

12. First Reading of Board Bills

Suspension of the Rules.

President Green recognized Mr. Aldridge on the motion to suspend the rules in order to introduce Board Bill Number 127.

Mr. Aldridge moved to suspend the rule in order to introduce Board Bill Number 127.

Seconded by Ms. Sonnier.

President Green directed the Associate Clerk to call the roll on the motion to suspend the rule in order to introduce Board Bill Number 127

The Associate Clerk called the roll and the following votes were recorded:

The following voted Aye:
Ms. Schweitzer, Mr. Oldenburg, Mr. Narayan, Mr. Devoti, Ms. Velázquez, Ms. Sonnier, Ms. Cox-Antwi, Mr. Browning, Ms. Clark-Hubbard, Ms. Boyd, Mr. Aldridge, and President Green. **A total of 12 Aye votes were cast.**

The following voted No:

None

The following voted Present:
None

The following Abstained:
None

The following were present but did not vote:
None.

A total of 12 votes were cast. The motion carried.

President Green directed the Associate Clerk to place Board Bill Number 127 at the end of the First Reading of Board Bills Calendar.

The Associate Clerk acknowledged.

President Green directed the Associate Clerk to the First Reading of Board Bills Calendar.

The Associate Clerk read the following:

Board Bill Number 121
Introduced by Alderwoman Clark-Hubbard
Ordinance No. 65937, Ordinance No. 65746, Ordinance No. 65605, Ordinance No. 65424, Ordinance 65527 and Ordinance No. 68097, Section 6 that created the RPA 2—Phase 1 PILOTs and EATs Accounts in Phase 1, respectively dissolving the special allocation funds for the Southtown, Louderman, 1505 Missouri, Tech Electronics, 4200 Laclede and City Hospital RPA 2—Phase 1 redevelopment areas and respectively terminating the designation of certain portions of The City of St. Louis, Missouri, as redevelopment areas, authorizing certain actions relating thereof and containing an Appropriation Clause, a Severability Clause and an Emergency Clause.

Board Bill Number 122
Introduced by Alderwoman Shameem Clark-Hubbard
An Ordinance determining that the Tax Increment Financing Plans listed in Exhibit "A" are making satisfactory progress, except as notes, under the proposed time schedule for completion of projects therein.

Board Bill Number 123
Introduced by Alderman Michael Browning
An Ordinance approving a Redevelopment Pan dated September 23, 2025 ("Plan") for the 4359 Lindell Blvd. Area.

Board Bill Number 124
Introduced by Alderwoman Alisha Sonnier and President Megan Green
This Board Bill recommended by the Board of Estimate and Apportionment authorizes the Commissioner of the Department of Health or her designee, on behalf of the City of St. Louis, to enter in the FY 2024 State Crisis Intervention Program Subaward Agreement to accept funds awarded; appropriates said funds

in the amount of Two Hundred Fifty-Five Thousand One Hundred Fifteen Dollars and Sixty-Nine Cents ($255,115.69); authorizes the Department of Health to expend the appropriated funds for the allowed purposes; and contains an emergency clause.

Board Bill Number 125
Introduced by Alderman Rasheen Aldridge and President Megan Green
An Ordinance authorizing a first amended and restated Cooperation Agreement as authorized by Ordinance 70956 and superseding provisions of prior Cooperation Agreements between the City and the identified parties to the extent inconsistent with the terms hereof; and containing a severability and emergency clause.

Board Bill Number 126
Introduced by Alderman Bret Narayan and President Megan Green
An ordinance requiring all short term rental operators to obtain a short term rental business license; imposing a license fee of three percent of the rent charged for each short term rental, to be paid quarterly; authorizing the License Collector to collect such license fee on behalf of the City of St. Louis and to administer and enforce the license requirement; designating the uses of license fee revenue; directing the Comptroller to establish an account to be known as the Affordable Housing-License Fee Fund; and containing a severability and emergency clause.

Board Bill Number 127
Introduced by Alderman Rasheen Aldridge and President Megan Green
An ordinance approving a petition to terminate the Syndicate Trust Community Improvement District; approving the appointment of the board of directors; and containing severability and emergency clauses An ordinance approving a petition to terminate the Syndicate Trust Community Improvement District (the “CID”); approving the appointment of the board of directors; and containing severability and emergency clauses.

13. Reference to Committee of Board Bills
President Green directed the Associate Clerk to the Reference to Committee of Board Bills.

The Associate Clerk read the following:

Budget and Public Employees
Board Bill Number 126.

Health and Human Development
Board Bill Number 124.

Housing, Urban Development and Zoning Committee
Board Bill Numbers 121, 122, 123, 125, and 127.

Legislation and Rules
None

Personnel and Administration
None

Public Infrastructure and Utilities Committee
None

Public Safety Committee
None

Transportation and Commerce Committee
None

Special Committee on Reducing Red Tap
None

14. Second Reading and Report of Standing Committees
None.

15. Report of Special Committees
None

16. Board Bills for Perfection – Consent Calendar

President Green directed the Associate Clerk to the Board Bills for Perfection Consent Calendar.

The Associate Clerk read the following:

Board Bill Number 116
Introduced by Alderman Shane Cohn
An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the "First Amendment to First Amendment to News/Gift Specialty Retail Concession Agreement AL-212," originally authorized by Ordinance Number 69270, between the City and HG-St. Louis JV; and containing a severability clause.

Board Bill Number 117
Introduced by Alderman Shane Cohn
An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the Second Amendment to Electronics Retail Concession Agreement (AL-214), authorized by Ordinance Numbers 70144 and 71579, between the City and HG-St. Louis JV, II; and containing a severability clause.

Board Bill Number 118
Introduced by Alderman Shane Cohn
An Ordinance recommended and approved by the Airport Commission, the Comptroller, and the Board of Estimate and Apportionment, making findings respecting the transfer of a maximum of Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty Nine Dollars ($13,727,769) of excess moneys that The City of St. Louis (the "City"), the owner and operator of St. Louis Lambert International Airport (the "Airport"), intends to transfer from the Debt Service Stabilization Fund to the Airport Revenue Fund during

fiscal year 2026, to mitigate rates on an annual basis during the term of the Airport Use and Lease Agreement commencing July 1, 2016; containing a severability clause.

President Green recognized Ms. Clark-Hubbard on the motion to adopt the Perfection Consent Calendar.

Ms. Clark-Hubbard moved to adopt the Perfection Consent Calendar.

Seconded by Ms. Sonnier.

President Green called for the vote on the motion to adopt the Perfection Consent Calendar.

The motion carried unanimously by voice vote.

17. Board Bills for Perfection Calendar
None.

18. Report of Engrossment
President Green directed the Associate Clerk to the Report of Engrossment.

The Associate Clerk read the following report.

Report of Engrossment

Board of Aldermen Committee Report January 9, 2026

To the President of the Board of Aldermen:

Ms. Velázquez of the Legislation and Rules Committee, which is responsible for engrossment and to which the following Board Bills were referred, reports that it has considered the same and that they are truly engrossed.

Board Bill Number 92
Floor Substitute
Introduced by Alderwoman Sharon Tyus
An ordinance temporarily closes Ouida Avenue between E. Clarence and Pose at both ends of the Ouida and temporarily close Pope Avenue between Ouida and North Broadway 100 feet north of the north curb line of Pope and North Broadway, containing an emergency clause.

Alderwoman Daniela Velázquez
Chair of the Committee

19. Third Reading and Final Passage of Board Bills – Consent
President Green directed the Associate President Green directed the Associate Clerk to the Third Reading and Final Passage of Board Bills – Consent Calendar.

The Associate Clerk read the following:

Board Bill Number 92
Floor Substitute

Introduced by Alderwoman Sharon Tyus
An ordinance temporarily closes Ouida Avenue between E. Clarence and Pose at both ends of the Ouida and temporarily close Pope Avenue between Ouida and North Broadway 100 feet north of the north curb line of Pope and North Broadway, containing an emergency clause.
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.

President Green recognized Ms. Clark-Hubbard on the motion to adopt the Third Reading and Final Passage of Board Bills Consent Calendar.

Ms. Clark-Hubbard moved to adopt the Third Reading and Final Passage of Board Bills – Consent Calendar.

Seconded by Ms. Sonnier.

President Green directed the Associate Clerk to call the roll on the motion to adopt the Third Reading and Final Passage of Board Bills – Consent Calendar.

The Associate Clerk called the roll and the following votes were recorded:

The following voted Aye:
Ms. Schweitzer, Mr. Oldenburg, Mr. Narayan, Mr. Devoti, Ms. Velázquez, Ms. Sonnier, Ms. Cox-Antwi, Mr. Browning, Ms. Clark-Hubbard, Ms. Boyd, Mr. Aldridge, and President Green. **A total of 12 Aye votes were cast.**

The following voted No:
None

The following voted Present:
None

The following Abstained:
None

The following recused themselves:
None

The following were present but did not vote:
None

A total of 12 votes were cast. The motion carried.

20. Third Reading and Final Passage of Board Bills
None

21. Report of Finally Passed Board Bills and Signage by the President
President Green directed the Associate Clerk to the Report of Finally Passed Board Bills and Signage by the President Calendar.

The Associate Clerk Read the following:

Report of Finally Passed Board Bills

Board Bill Number 92
Floor Substitute
Introduced by Alderwoman Sharon Tyus
An ordinance temporarily closes Ouida Avenue between E. Clarence and Pose at both ends of the Ouida and temporarily close Pope Avenue between Ouida and North Broadway 100 feet north of the north curb line of Pope and North Broadway, containing an emergency clause.

President Signs Board Bills
In open Session and without objections, President Green signed all Third Read and Finally Passed Board Bills to the end that they might become law.

22. First Reading of Resolutions and Reference to Committees
None.

23. Second Reading of Resolutions, Committee Reports and Adoptions
None.

Suspension of the Rules.

President Green recognized Ms. Clark-Hubbard on the motion to suspend the rules in order to introduce Resolution Numbers **212, 213, 214, and 215.**

Ms. Clark-Hubbard moved to suspend the rules in order to introduce Resolution Numbers **212, 213, 214, and 215.**

Seconded by Ms. Sonnier.

President Green directed the Associate Clerk to call the roll on the motion to suspend the rule in order to introduce Resolution Numbers **212, 213, 214, and 215.**

The Associate Clerk called the roll and the following votes were recorded:

The following voted Aye:
Ms. Schweitzer, Mr. Oldenburg, Mr. Narayan, Mr. Devoti, Ms. Velázquez, Ms. Sonnier, Ms. Cox-Antwi, Mr. Browning, Ms. Clark-Hubbard, Ms. Boyd, Mr. Aldridge, and President Green. **A total of 12 Aye votes were cast.**

The following voted No:
None

The following voted Present:
None

The following Abstained:
None

The following were present but did not vote:
None.

A total of 12 votes were cast. The motion carried.

President Green directed the Associate Clerk to place Resolution Numbers **212, 213, 214, and 215** at the end of the Courtesy Resolution Calendar.

The Associate Clerk acknowledged.

24. Courtesy Resolutions

President Green directed the Associate Clerk to the Courtesy Resolutions Calendar.

The Associate Clerk read the following:

RESOLUTION NUMBER 206
HONORING CAROL ANN WEIR

WHEREAS, Carol Ann Weir was born on March 24, 1947, in Grenada County, Mississippi, to William and Leona (Crawford) Weir. Starting in her teen years, she was a determined activist. She had a special concern for the quality of life of the elderly and a powerful proponent for their improvement. She also was an active voice for the recognition, respect and edification of women and girls of color; and

WHEREAS, Carol showed relentless dedication in every task and mission entrusted to her. She pursued education with vigor and passion. She graduated from L'Ouverture Elementary and Roosevelt High School. She received her B.S. in Social Work from Northeast Missouri State University, Kirksville, Missouri now Truman University, her Master of Social Work from Saint Louis University and her MBA from Washington University Saint Louis. In high school, Carol participated in youth programs at Caroline Mission, an organization sponsored by United Church of Christ. At Caroline Mission, her leadership skills were recognized and encouraged; and

WHEREAS, Carol's spiritual foundation was formed early in life through her involvement with the United Church of Christ and Rock Chapel A.M.E. There, her faith was not only professed but lived out through years of devoted service to the congregation and its mission. Her spiritual life remained a guiding force throughout her adulthood, shaping both her compassion and her commitment to serving others; and

WHEREAS, Carol began her professional career as a Deputy Juvenile Officer, (DJO) at Saint Louis Juvenile Court. In 1975 she was hired at Barnes Hospital as a Social Worker. Her proudest accomplishment at Barnes was Barnes Lodge, ("The House that Carol Built"), a permanent lodging facility provided by the hospital for the lodging needs of both outpatients and families of inpatients. Carol selected Barnes Lodge as her project while pursuing a promotion to Director of Social Work, which she ultimately attained; and

WHEREAS, Carol's vision and leadership were instrumental in bringing Barnes Lodge from concept to reality. Recognizing the need for a dedicated space to support patients and their families, she initiated a pilot project in a neighboring residence to carefully evaluate usage patterns and family needs within a five- bedroom setting. The insights gained from this pilot directly shaped the design and scope of the permanent facility.

Demonstrating exceptional commitment and strategic foresight, Carol led comprehensive needs assessments, developed detailed budgets, and established sustainable fundraising processes for both pilot and permanent facilities. Her work included projecting the costs required to build and operate Barnes Lodge, ensuring its long-term viability and success; and

WHEREAS, in pursuit of funding for the permanent building, Carol approached the hospital auxiliary, which had initially offered a $250,000 seed grant for the project's first phase. Through her persuasive advocacy and clear articulation of Barnes Lodge's mission and impact, she inspired the auxiliary to underwrite the entire $1.5 million cost of construction. This achievement secured a national distinction: the first Hospital Hospitality House in the United States funded entirely by a single auxiliary. That historic distinction remains a proud part of the auxiliary's legacy today, a lasting testament to Carol's dedication, vision and unwavering commitment to serving patients and families in their time of greatest need. The newly constructed Barnes Lodge opened its doors in 1991; and

WHEREAS, in 1979 Carol emerged as a resolute voice for civil rights in Saint Louis, playing a central role in challenging racial discrimination at Barnes Hospital. Although laws were in place to prohibit discrimination based on race, in many institutions including Barnes Hospital there were efforts to work around the requirements of the law. Many are unaware of the hospital's painful history, including a time when Black patients were cared for in the basement. When asked about specific complaints related to the civil rights action brought against the hospital in 1982, Carol often encouraged others to look beyond the broader context. By thoughtfully acknowledging this history, Carol called for understanding, reflection, and a continued commitment to equity and justice. The primary concern raised in the legal action involved efforts to separate Obstetrics and Gynecology, (OB-GYN) patients by race; and

WHEREAS, Carol was a committed advocate and long-time leader in the Saint Louis Association of Black Social Workers, (NABSW), she helped spearhead a community-led boycott aimed at dismantling systemic inequities within the institution. Her leadership during this period was instrumental in bringing national attention to the hospital's treatment of the Black community, framing the struggle as a vital quest for racial justice and social equity. Carol's dedication culminated in a landmark lawsuit filed in the late 1970s early 1980s which alleged widespread racial discrimination and a failure to serve the community equitably. Carol's unwavering involvement in this litigation catalyzed reform, driving institutional accountability and paving the way for a more inclusive healthcare environment in Saint Louis. Her legacy is defined by this fierce advocacy resulting in NABSW prevailing in the case. In 1986, Health and Human Services did declare that Barnes Hospital was in violation of the Civil Rights Act; and

WHEREAS, Carol left Barnes Hospital in 1996, presented with an opportunity to pursue more community advocacy she served as the Chief Executive Officer (CEO) of Tower Village Senior Services until her retirement, continuing her lifelong commitment to dignity, advocacy, and quality of life for older adults. In addition to her professional leadership Carol was deeply engaged in volunteer service and professional organizations. She received numerous awards and recognition for her work, including the Women of Worth Award in 2009 and induction into Women of Achievement in 2011; and

WHEREAS, Carol was a proud and devoted member of Delta Sigma Theta Sorority, Incorporated; initiated in Spring 1969. She served as President of the Saint Louis Alumnae Chapter from 1982 to 1985 and was one of only twenty members of the organization selected to be on the National committee who created "The Guidelines for Chapters Affiliated with Auxiliary Charitable Foundations." At the time of her passing, she was the oldest living former President of the chapter; and

WHEREAS, Carol volunteered with several organizations to include the Alzheimer's Association for twenty-five (25) years and was actively involved with The Missouri Health Advocacy Alliance, Leadership Saint Louis

Advisory Committee, Society of Social Work in Health, National Association of Black Social Workers (Missouri Chapter President), and The National Association of Social Workers, Fortitude Foundation (President); and

WHEREAS, Carol's life was also richly shaped by love and family. At age 50, love revisited her when she was reunited with her high school sweetheart, Howard Bowens Ph.D. Carol and Howard wed on June 12, 1998, and shared a deeply loving partnership of more than twenty-two years until Howard's death on January 11, 2021. Carol often spoke of how dearly she missed him, remembering him as truthful, dependable, honest, and profoundly loving; and

WHEREAS, Carol, survived by her daughter, Lori Camille Palmer, siblings, and a multitude of nieces, nephews, in-laws, cousins, sorority sisters and friends, leaves behind a legacy of courage, compassion, ethical leadership, and unwavering love for humanity. Her life's work lives on in the institutions she built, the people she mentored, and the countless lives she touched. She will be remembered not only for what she accomplished, but for how she lived: with conviction, grace and an unshakeable belief in justice, dignity, and love.

NOW THEREFORE BE IT RESOLVED that this Honorable Board of Aldermen of the City of St. Louis pauses in our deliberations to honor the life and legacy of Carol Ann Weir and by adoption of this Resolution send our prayers and condolences to her family and join in with those celebrating her remarkable life. 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 the family by the Sponsor.

Introduced this 9th day of January 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

RESOLUTION NUMBER 207
HONORING SHERYL MARIE WILSON

WHEREAS, Sheryl Marie Wilson was born on July 16, 1952, to the union of Warren Gorman and Lorraine Gorman. At an early age, she accepted Christ as her Lord and Savior while attending Saint Nicholas Catholic School, laying a strong foundation of faith that guided her throughout her life; and

WHEREAS, Sheryl was educated in the Catholic school system and graduated from Saint Alphonsus Rock High School. She later pursued her calling in healthcare at Forest Park Community College, where she earned her degree in nursing and proudly served as a Registered Nurse; and

WHEREAS, On July 28, 1983, Sheryl was united in holy matrimony to Carl Wilson. Their marriage was built on love, faith, and devotion to family. Together they created a home filled with care, strength, and commitment. Carl preceded her in death. Sheryl was a devoted and loving mother to Milo Wilson (Tarina Wilson), Marion Miller (Leon Miller), and Jermaine Carson. Her children were her pride and joy and she poured her love, guidance, and strength into each of them; and

WHEREAS, Sheryl was a cherished grandmother to Jalen Womack, Milo Wilson, Miles Wilson, Myla Richardson (James Richardson), Taryn Carr, Taylor Carr, Rashaan Carr, Tres Brooks, Tony Brooks, Jermaine Carson, Jayla Carson, Jaylin Carson, and Jamaya Carson, and a proud great-grandmother to Mylan Richardson and Jayce Richardson, all of whom brought immense happiness to her life; and

WHEREAS, Sheryl's nursing career reflected her gentle spirit and giving heart. She began her service at City Hospital No. 1 in pediatrics, where her compassion brought comfort to children and reassurance to families. She later continued her work at Little Sisters of the Poor, serving with dignity and kindness until her retirement; and

WHEREAS, Sheryl's legacy is survived by her children, grandchildren, and great-grandchildren as well as her father, Warren Gorman; her siblings, Penny Hubbard, Anthony Gorman, Cynthia Wilson, Todd Gorman, Melody Brown, Allen Gorman, Angela Byas, and Joy Camp; her brothers- and sisters-in-law, Pearl Wilson, Helen Wilson, and Larry Wilson; and a host of nieces, nephews, extended family members, and dear friends who were touched by her grace and warmth. Her life was a reflection of love, faith, and service. She will be deeply missed and forever cherished by all who knew her.

NOW THEREFORE BE IT RESOLVED that this Honorable Board of Aldermen of the City of St. Louis pauses in our deliberations to honor the legacy of Sheryl Marie Wilson and by adoption of this Resolution send our prayers and condolences to her family as we join in celebration of her remarkable life. 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 the family by the Sponsor.

Introduced this 9th day of January 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

RESOLUTION 208
HONORING JAMES "JIM" SONDERMANN

WHEREAS, James ("Jim") Charles Sondermann was always a leader in his community and tirelessly gave long, unwavering service to the City of St. Louis; and

WHEREAS, Jim was elected and served as the 23rd Ward Alderman from 1995 to 2002 and then served in a variety of roles for the Office of the Mayor and the Water Department for many years following; and

WHEREAS, Jim was no stranger to honesty, loyalty, hard work and commitment. He married his beloved wife, Colleen and together they planted roots in the City's Lindenwood Park neighborhood raising a family and giving t o their community; and

WHEREAS, Jim and his wife have left a legacy of virtue through their commitment to service and family; and

WHEREAS, during his years of service, Jim ably assisted the citizens of the City of St. Louis and executed on many projects that deepened the quality of life for so many; and

WHEREAS, Jim passed away peacefully on Wednesday, December 24, 2025. Jim was preceded in death by his parents, Richard L. Sondermann, Sr. and Teresa Sondermann (née Sweeney), his beloved wife, Colleen Sondermann (née McCaffrey), and his brother Thomas Sondermann. Jim is survived by his devoted children, Christina Sondermann Capizzi, James R. Sondermann, and Stephen I. Sondermann; his seven cherished grandchildren; and his loving companion, Sandy Vest. He will also be fondly remembered as a beloved father-in-law, brother, uncle, and friend; and

WHEREAS, we will miss Jim for his experience, easygoing nature, and commitment to make his community a better place.

NOW THEREFORE BE IT RESOLVED by this Honorable Board of Aldermen of the City of St. Louis that we pause in our deliberations to honor James Charles Sondermann for his long and productive service to the City of St. Louis; and

BE IT FURTHER RESOLVED by this Honorable Board of Aldermen of the City of St. Louis that we express our sincere condolences to his family and friends and 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's family at a time and place deemed appropriate by the Sponsor.

Introduced this 6th day of January 2026 by:
The Honorable Thomas R. Oldenburg, Alderman 2nd Ward
Cosponsors:
The Honorable Megan E. Green, President of the Board
The Honorable Anne Schweitzer, Alderwoman 1st Ward
The Honorable Anne Schweitzer, Alderwoman 1st Ward
The Honorable Shane Cohn, Alderman 3rd Ward
The Honorable Bret Narayan, Alderman 4th Ward
The Honorable Matt Devoti, Alderman 5th Ward
The Honorable Daniela Velazquez, Alderwoman 6th Ward
The Honorable Alisha Sonnier, Alderwoman 7th Ward
The Honorable Jamie Cox- Antwi, Alderwoman 8th Ward
The Honorable Michael Browning, Alderman 9th Ward
The Honorable Shameem Clark-Hubbard, Alderwoman 10th Ward
The Honorable Laura Keys, Alderwoman 11th Ward
The Honorable Sharon Tyus, Alderwoman 12th Ward
The Honorable Pam Boyd, Alderwoman 13th Ward
The Honorable Rasheen Aldridge, Alderman 14th Ward

RESOLTUION NUMBER 209
HONORING THE LEGACY AND REVIVAL OF THE CHARLES P. STANLEY CIGAR COMPANY

WHEREAS, in 1876 Charles P. Stanley founded a cigar company in St. Louis that immediately established a new and enduring standard of excellence; and

WHEREAS, Stanley, born in Ireland and raised in St. Louis, began working in the cigar trade at age sixteen and quickly demonstrated exceptional talent, developing the discernment that would make his blends sought after by mayors, governors, ambassadors, and even President Ulysses S. Grant himself; and

WHEREAS, Stanley's cigars, including the famed Sir Arthur Sullivan blend and the nationally celebrated "Treaty Bond" cigar featured at the 1904 World's Fair, became symbols of craftsmanship, culture, and St. Louis pride, enjoyed by both the most distinguished figures of the era and everyday workers seeking a moment of luxury; and

WHEREAS, the Stanley Cigar Company grew into one of the nation's largest cigar wholesalers, operating retail locations across downtown St. Louis and plants in Havana, Cuba and Tampa, Florida, while producing more than 270 private-label brands that shaped the cigar landscape of the early 20th century; and

WHEREAS, the next generation, represented by Charles P. Stanley II, carried the family's entrepreneurial spirit into the Great Depression era by selling cigars from a satchel at the First National Bank and becoming a beloved figure whose determination eventually led him to the Radio Hall of Fame; and

WHEREAS, although the Great Depression ultimately forced the company to close, the legacy of the Stanley family remained woven into the cultural and commercial fabric of St. Louis, remembered for its craftsmanship, character, and contribution to the city's identity; and

WHEREAS, nearly sixty years later, fourth-generation descendants C. Patrick Stanley III and Kevin O'Reilly Stanley have proudly reignited the tradition by reopening the Charles P. Stanley Cigar Company near its original home, allowing new generations to experience a cherished St. Louis institution reborn; and

WHEREAS, the revival of the Charles P. Stanley Cigar Company honors not only a family legacy but also a chapter of St. Louis history defined by innovation, resilience, and the pursuit of excellence, offering residents and visitors a renewed connection to the city's storied past; now therefore,

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to honor the legacy and revival of the Charles P. Stanley Cigar Company. 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 9th Day of January 2026 by:
The Honorable Rasheen Aldridge, Alderman of the 14th Ward

RESOLUTION NUMBER 210
HONORING THE HISPANIC FESTIVAL INC.'S 2026 DÍA DE LOS REYES OUTREACH EVENT

WHEREAS, the Hispanic Festival Inc. will host its tenth annual Día de los Reyes Outreach Event on Sunday, January 11, 2026, at the Golden Record on Cherokee Street, continuing a cherished tradition of service and celebration; and

WHEREAS, this event serves as a premier example of Latino community outreach, providing over 400 residents with essential winter clothing, shoes, groceries, and bicycles, ensuring that the spirit of the holiday is met with tangible support for families in need; and

WHEREAS, Día de los Reyes, or Three Kings Day, is a centuries-old tradition celebrating the biblical journey of the Magi—Melchior, Gaspar, and Balthazar—to Bethlehem, a story of seeking and finding hope that resonates deeply within the Western Christian tradition; and

WHEREAS, just as the Magi presented gifts of gold, frankincense, and myrrh, families today honor this history on the eve of the Epiphany as children leave their shoes out to be filled with *regalitos*, symbolizing the arrival of joy and blessings; and

WHEREAS, much like St. Louis's beloved Mardi Gras, Día de los Reyes is a season of vibrant communal life characterized by the sharing of *Rosca de Reyes* (King Cake), music, and dance, serving as a powerful reminder of the universal call to charity and salvation; and

WHEREAS, the Hispanic Festival Inc.'s 2026 Día de los Reyes Outreach Event is made possible through the generous collaboration of partners including Puerto Rican Society of St Louis, El Chico Bakery, Tania Interian State Farm, Carrollton Bank, Panama Pacifico, Montgomery Bank, Sabor Caribeno, DJ Wildhorse, The Dance Society, Danza Folklorica St. Louis, BaileMe Academy, Calle Cherokee, Mama Pacha Sabor, Taco Sammy, Associated Bank, SHPE, Dream Makers Photography, Gonzalez Herrera Law Firm, MICA, Theology School St. Louis, Lions Petroleum; and

WHEREAS, the St. Louis Latino and Hispanic community continues to play a pivotal role in shaping the cultural fabric, diversity, and prosperity of the City of St. Louis; and

WHEREAS, the Hispanic Festival Inc. 's 2026 Día de los Reyes Outreach Event represents the finest spirit of community and dynamism in the City of St. Louis.

NOW THEREFORE BE IT RESOLVED by this Honorable Board of Alderman of the City of St. Louis that we pause in our deliberations to honor the Hispanic Festival Inc. 's 2026 Día de los Reyes Outreach Event. 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 such that it may be presented at a time and place deemed appropriate by the Sponsor.

Introduced this 9th day of January 2026 by:
The Honorable Daniela Velázquez, Alderwoman 6th Ward

RESOLUTION NUMBER 211
HONORING KATRINA FRANNI ESTELLA WALTON

WHEREAS, Katrina Franni Estella Walton was born on January 12,1959, in St. Louis, Missouri. Raised in a loving, close-knit family alongside her grandmother, Nancy Martin; her parents, Willie and Mertice Walton; and extended relatives; and

WHEREAS, Katrina, affectionately known as “Kat”, was an only child who grew up surrounded by care, protection, and encouragement. From an early age, Katrina possessed a strong sense of independence and vision. Guided by the unwavering support of her parents, she learned the importance of strength, perseverance, and excellence; and

WHEREAS, Katrina attended St. Matthews Elementary School, Charles Sumner High School (Class of 1977), and later Columbia College (Class of 1984). A true visionary, Katrina was known for her creativity, innovative thinking, and passion for helping people help themselves. She dedicated much of her professional life to service becoming involved in various civic organizations; and

WHEREAS, Katrina made invaluable contribution as a writer in sales and promotions for Take 5 Magazine. Her commitment to empowering others led her to a counseling role within the school system, which later opened doors to work in the private sector with adult state programs, continuing her mission of advocacy and self- sufficiency; and

WHEREAS, of all her professional endeavors, Katrina found her greatest joy and fulfillment in her career with Mary Kay. She loved the freedom of entrepreneurship and being her own boss, setting her own hours, and earning based on her effort. Most importantly, she cherished that Mary Kay aligned with her values: keeping God first, family second, and career third. Mentored by some of the most accomplished businesswomen in the world, Katrina rose to become a Mary Kay Sales Director with her own sales unit. In 2006, she proudly earned the fully loaded Red Grand Am, complete with insurance, a milestone she celebrated with pride and gratitude; and

WHEREAS, in 2007, Katrina overcame significant health challenges, surviving two brain aneurysms through God’s grace. Her life thereafter stood as a powerful testament to resilience, faith, and strength; and

WHEREAS, Katrina lived a life filled with love, purpose, and dedication. She was known for her humor, radiant smile, her deep love for music and for being a lifelong music lover who found joy, comfort, and expression in song, as well as her unique sense of fashion. She had a gift for making people feel seen, valued, and encouraged, and she touched the lives of everyone she encountered. She peacefully transitioned on December 23, 2025, embraced by God's peace and surrounded by her beloved sons; and

WHEREAS, Katrina is survived by her sons, Anthony (Kayla) Condra and Willie Moore Jr.; and her beloved grandchildren: Brandon Condra, Khalil Moore, Peyton Moore, Aubrey Long, Princeton Moore, Dylan Condra, Paisley Moore, and Nash Condra. She will be deeply missed, yet forever remembered for her unwavering love, remarkable strength, and the joy she brought to all who knew her. "Her legacy lives on through every life she touched."

NOW THEREFORE BE IT RESOLVED by The Board of Alderman for the City Of St. Louis that we pause in our deliberations to recognize, honor, and celebrate the life and legacy of Katrina Franni Estella Walton. 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 the family by the sponsor.

Introduced this 9th day of January 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

RESOLUTION NUMBER 212
HONORING LIEUTENANT PAUL A. LAUER

WHEREAS, we have been apprised that Lieutenant Paul A. Lauer, DSN 3770, is retiring from the Saint Louis Metropolitan Police Department after 35 years of dedicated service; and

WHEREAS, Lieutenant Paul A. Lauer was raised in the City of St. Louis with his extensive police family, graduated high school from St. Louis Preparatory South Seminary in 1987, St. Louis Community College in 1997, and Webster University in 2019, with a Bachelor of Arts Degree in Criminology; and

WHEREAS, throughout the term of his distinguished career, Lieutenant Paul A. Lauer first served as a Police Recruit in August 27,1990. After graduating from the police academy, he was promoted to the rank of Police Officer and was assigned to the Third District; and

WHEREAS, Lieutenant Paul A. Lauer continued his police work and dedication to public safety and was subsequently assigned to various units and special assignments, demonstrating great enthusiasm for policing, obtained notable achievements, and advancement in the Saint Louis Police Department; and

WHEREAS, Lieutenant Paul A. Lauer was assigned to the Traffic Safety Division in 1992, the First District in 1995, a second return to the Traffic Division in 1996, the Sixth District in 1998, the Office of the Chief of Police in 1999, a third return to the Traffic Division in 1999, the Mounted Police Division in 2001, the Commercial Motor Vehicle Unit in 2009, the Fifth District in 2010, the Second District in 2012, and his fourth and final return to the Traffic Division in 2015, wherein; Lieutenant Paul A. Lauer remained our beloved Commander of the Traffic Safety Division for the last 10 years; and

WHEREAS, Lieutenant Paul A. Lauer demonstrated strong leadership principles in the last 35 years of policing all within an evolving police department by displaying an extensive work ethic, attention to detail, and his ever-present approachable, collaborative disposition; and

WHEREAS, Lieutenant Paul A. Lauer was promoted to the rank of Sergeant on December 2, 1998, and to the rank of Lieutenant on June 16, 2010; and

WHEREAS, Lieutenant Paul A. Lauer provided protection and escorts for numerous presidents, dignitaries, celebrities, celebratory parades, with the highlight being part of a protective detail and escort for Pope John Paull II's visit to St. Louis in January 1999; and

WHEREAS, Lieutenant Paul A. Lauer was assigned to every role in the Traffic Division, as a patrol officer, motorcycle officer, mounted patrol officer, Platoon Sergeant, Division Aide, Commercial Motor Vehicle Commander, Accident Reconstruction Officer, and Division Commander; and

WHEREAS, Lieutenant Paul A. Lauer graduated from the FBI National Academy, session 270, in 2017; was an active member in the Law Enforcement Traffic Safety Council; and was this Department's federal grant manager for the Missouri Department of Transportation; and

WHEREAS, Lieutenant Paul A. Lauer was raised among a respected family of Saint Louis Police Officers, commencing with Paul's father, Lt. Colonel Ray Lauer (retired), his mother, Civilian Beverly Lauer, his brother, Lieutenant Mike Lauer (retired), his sister, Civilian Cathy Newhouse, and Civilian Matt Lauer; and

WHEREAS, in 1997, Lieutenant Paul A. Lauer met Traffic Officer John King's daughter, Julie, that sparked a relationship that grew into a lifelong partnership; and

WHEREAS, on July 24, 1999, Paul and Julie were united in marriage and were later blessed with two wonderful children, Kayla and Kyle, who have been a source of great pride and joy throughout their lives; and

WHEREAS, as Lieutenant Lauer retires from the Saint Louis Metropolitan Police Department, his son, Police Officer Kyle Lauer who recently graduated from the police academy will continue in his father's legacy; and

WHEREAS, after 35 years, Lieutenant Paul A. Lauer is looking forward to his time off. He plans to travel with his devoted and supportive wife Julie, his daughter Kayla, and his son Kyle. He will also be welcomed home each day by his two cherished dogs, Koda and Remy, who eagerly anticipate many walks through David R. Francis Park and an abundance of well-deserved treats; and

WHEREAS, the State of Missouri extends a sincere thanks to Lieutenant Paul A. Lauer for his long and productive service to the Saint Louis Metropolitan Police Department. The citizens of the State of Missouri and of the City of Saint Louis thank him for his sacrifices and the time he took away from his family to provide protection and social order

NOW THEREFORE BE IT RESOLVED by The Board of Alderman for the City of St. Louis that we pause in our deliberations and business to thank and recognize Lieutenant Paul A. Lauer for his long and productive service to the Saint Louis Metropolitan Police Department. We wish him good health and happiness on his retirement. We pray for God's protection for him and his family as they move to the next chapter of his most distinguished career.

Introduced this 9th day of January 2026 by:
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

RESOLUTION NUMBER 213
HONORING THE LIFE AND LEGACY OF ROBERT COLLINS JR.

WHEREAS, Robert Collins Jr. was born in St. Louis, Missouri, and raised with strong family values that shaped a life rooted in integrity, perseverance, and pride in his community; and

WHEREAS, as a graduate of Vashon High School and a dedicated truck driver, Robert Collins Jr. exemplified an unwavering work ethic and commitment to providing for his family through years of honest and dependable labor; and

WHEREAS, Robert Collins Jr. faithfully served others through his work with the Christian Service Center, offering compassion, support, and selfless service to families in need and reflecting a life guided by faith; and

WHEREAS, through his achievements as a Golden Gloves boxer, including competing at the national level, Robert Collins Jr. demonstrated discipline, resilience, and determination that inspired respect both inside and outside the ring; and

WHEREAS, Robert Collins Jr. was a devoted husband, father, grandfather, and family man whose love extended deeply to his children, grandchildren, and extended family, creating a lasting legacy of unity and care; and

WHEREAS, known for his love of cooking and fellowship, Robert Collins Jr. brought people together through shared meals and joyful moments, leaving behind cherished memories and a legacy of love, strength, and generosity.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to recognize the impact that Robert Collins Jr. had on all who knew him. 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 9th Day of January 2026 by:
The Honorable Rasheen Aldridge, Alderman of the 14th Ward

RESOLUTION NUMBER 214
HONORING THE LIFE AND LEGACY OF SHIRLEY M. WHITAKER

WHEREAS, Shirley M. Whitaker was a lifelong resident of the City of St. Louis, a proud graduate of Vashon High School, and a daughter of the Carr Square neighborhood, where her values of resilience, service, and love for community were formed and carried with her throughout her life; and

WHEREAS, Shirley dedicated thirty-three years of honorable service to the Missouri Division of Family Services, where she worked tirelessly on behalf of children and families, carrying out her duties with integrity, compassion, and an unwavering commitment to the dignity of those she served; and

WHEREAS, Shirley's devotion to public service extended beyond her professional career through her leadership on numerous civic and community boards, most notably the St. Louis Housing Authority Board of

Commissioners, where her thoughtful stewardship contributed to public housing policy reforms that impacted not only the City of St. Louis, but communities across the United States; and

WHEREAS, all who knew Shirley M. Whitaker were shaped by her outstanding commitment to love, community building, and her family, as she remained deeply rooted in faith, accountability, and a belief that every person deserves stability, opportunity, and respect, never forgetting where she came from and continually giving back to the city she loved.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to honor the life and legacy of Shirley M. Whitaker. 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 9th Day of January 2026 by:
The Honorable Rasheen Aldridge, Alderman of the 14th Ward

RESOLUTION NUMBER 215
CELEBRATING THE PROMOTION OF ST. LOUIS FIREFIGHTERS AND AFFIRMING SUPPORT FOR THEIR COURAGEOUS SERVICE AND COMMITMENT TO FAIR EMPLOYMENT PRACTICES

WHEREAS, the men and women of the St. Louis Fire Department place themselves in harm's way every day, responding to fires, medical emergencies, natural disasters, and public safety crises – often at great personal risk, in steadfast service to the residents of the City of St. Louis; and

WHEREAS, firefighters are entrusted with the protection of life and property under the most dangerous and emotionally demanding circumstances, requiring exceptional training, discipline, leadership, and an unwavering commitment to the public good; and

WHEREAS, opportunities for advancement within the Fire Department are not merely professional milestones, but acknowledgments of experience, merit, leadership, and readiness to assume greater responsibility in safeguarding the city; and

WHEREAS, a group of St. Louis firefighters were unjustly denied promotions for which they had qualified, prompting legal action to uphold principles of fairness, transparency, and lawful employment practices within municipal government; and

WHEREAS, the judicial proceedings surrounding this matter underscored the importance of adhering to established promotional standards and respecting the rights of public servants who have earned advancement through dedication and performance; and

WHEREAS, the successful outcome of this lawsuit represents not only a personal victory for the firefighters involved, but also a broader affirmation that integrity, accountability, and equity must guide employment decisions within the City of St. Louis; and

WHEREAS, the City now celebrates the promotion and professional advancement of the following firefighters, whose perseverance and service have strengthened both the Fire Department and the principles it stands upon:

Steven Nienhaus; Darren Williams; Andrew Woodhead; Donald Champ; Licole McKinney; Nick Scanga; Timothy Schultz; Ted Chrun; Kevin Herdler; Michael Vincent; Ted Ellis; Joseph Nea; Jessica Jackson; David Hummel; Chad Crafton; Keith Willman; Charlie Metzner; Luke Wombacher; Mark Svatek; Nicholas Taggert Long; Pamela Saunders; Robert Eveland; William Ellner; John Fischer; Kevin Koch; Matt Richardson; Frank Florence; Jerome Lammert; and Dan Lemmon; and

WHEREAS, the promotions of these firefighters strengthen the leadership capacity of the St. Louis Fire Department and reaffirm the City's commitment to honoring merit, experience, and lawful process.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that we pause in our deliberations to sincerely, and with heartfelt humility, thank these aforementioned firefighters for their service to the community and celebrate their long-overdue promotion. 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 9th Day of January 2026 by:
The Honorable Rasheen Aldridge, Alderman of the 14th Ward

Cosponsors:
The Honorable Megan Green, President, Board of Aldermen
The Honorable Anne Schweitzer, Alderwoman 1st Ward
The Honorable Matt Devoti, Alderman 5th Ward
The Honorable Daniela Velazquez, Alderwoman 6th Ward
The Honorable Alisha Sonnier, Alderwoman 7th Ward
The Honorable Shameem Clark Hubbard, Alderwoman 10th Ward

President Green recognized Mr. Devoti.

Mr. Devoti asked to be added as a cosponsor to Resolution Number 212.

The Associate Clerk acknowledged.

President Green recognized Ms. Clark-Hubbard.

Ms. Clark-Hubbard as to be added as a cosponsor to Resolution Number 213 and also made a motion to place Resolution Number 215 Enbanc.

Seconded by Ms. Sonnier.

President called on the vote for the motion to Enbanc Resolution Number 215.

The motion carried unanimously by voice vote.

President Green acknowledged Ms. Sonnier.

Ms. Sonnier asked to be added as a cosponsor to Resolution Numbers 213 and 214.

The Associate Clerk acknowledged.

President Green acknowledged Mr. Aldridge.

Mr. Aldridge made a motion to Enbanc Resolution Number 212.

Seconded by Ms. Sonnier.

President Green called on the vote for the motion to Enbanc Resolution Number 212.

The motion carried unanimously by voice vote.

Mr. Aldridge moved to Enbanc Resolution Number 210.

Seconded by Ms. Sonnier.

President called on the vote for the motion to Enbanc Resolution Number 210.

The motion carried unanimously by voice vote.

President Green recognized Ms. Clark-Hubbard on the motion to adopt the Courtesy Resolutions Calendar.

Ms. Clark-Hubbard moved to adopt the Courtesy Resolutions Calendar.
Seconded by Ms. Sonnier.

Ms. Green called on the vote for the motion to adopt the Courtesy Resolutions Calendar.

The motion carried unanimously by voice vote.

25. Miscellaneous and Unfinished Business
None

26. Announcements
President Green directed the Associate Clerk to Announcements.

The Associate Clerk read the following:

MONDAY, JANUARY 12, 2026
NONE

TUESDAY, JANUARY 13, 2026
HUDZ MEETING-11AM KENNEDY ROOM

WEDNESDAY, JANUARY 14, 2026
PUBLIC INFRASTRUCTION-3:30PM-KENNEDY ROOM

THURSDAY, JANUARY 15, 2026
HEALTH AND HUMAN DEVELOPMENT-9AM-WEBINAR

FRIDAY, JANUARY 16, 2026
FULL BOARD MEETING-10AM-CHAMBERS

27. Excused Aldermen

President Green recognized Ms. Clark-Hubbard on the motion to excuse.

Ms. Clark-Hubbard moved to excuse Mr. Cohn, Ms. Key, and Ms. Tyus for necessary absence

Seconded by Ms. Sonnier.

President called for the vote on the motion the excuse Mr. Cohn, Ms. Key, and Ms. Tyus for necessary absences.

The motion carried unanimously by voice vote.

28. Adjournment

President Green recognized Ms. Clark-Hubbard on the adjournment motion.

Ms. Clark-Hubbard moved to adjourn the meeting under rules until Friday January 16, 2026, at 10am in the Chambers.

Seconded Ms. Sonnier.

President Green called for the vote on the motion to adjourn the meeting under rules until Friday January 16, 2026, at 10am in the Chambers.

The motion was carried unanimously by voice vote.

The meeting was adjourned at 10:34am.

Minutes Submitted by:
Sharita Rogers
Assistant Clerk of the Board of Aldermen

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 _______________ Secretary

By Donald Pohl

Title President

STATE OF MISSOURI }
CITY OF ST. LOUIS } ss

On this 25th day of September, 2024,

before me appeared Don Pohl

to me personally known, who being duly sworn, did say that he is the President of

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

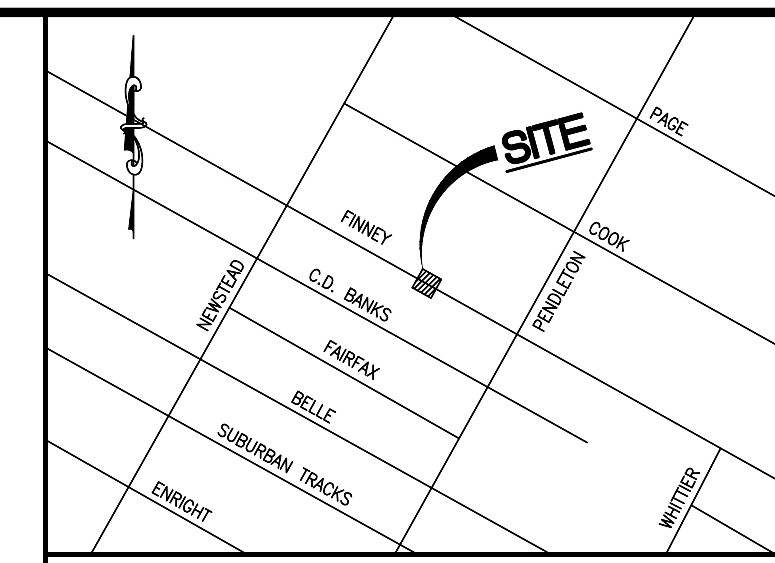
SHARI L ELFORD
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 19910038
My Commission Expires Oct 8, 2027

ST-195-ML

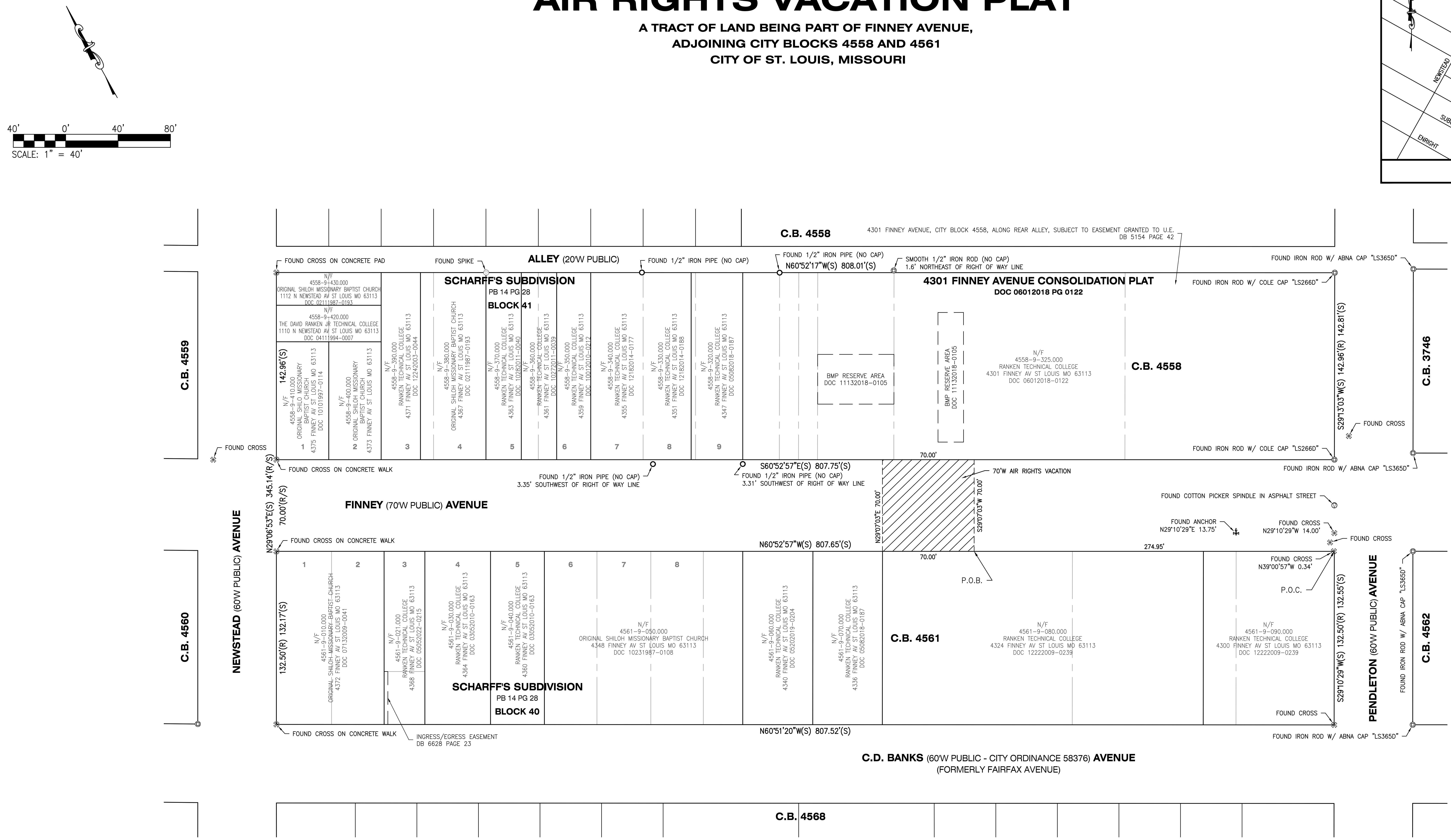
Board Bill Number 59
Plat

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

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

PRELIMINARY FOR REVIEW

Cole + ST. CHARLES
1520 S. Fifth Street
Suite 307
St. Charles, MO 63303
636.978.7508 tel
www.colestl.com
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE / GIS / ADA TRANSITION PLANNING

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 Vacation
DATE: September 11, 2024 - 9:44:47 AM
DRAWING: S:\JOBS\Jobs2023\23-0085\CADD\V-Work\V_VACATION_23-0085.dwg

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 107
Introduced by Alderman Rasheen Aldridge
November 21, 2025

An Ordinance to create the 1100 Washington Avenue Community Improvement District.

BOARD BILL NUMBER 107 INTRODUCED BY ALDERMAN RASHEEN ALDRIDGE

An Ordinance approving the "Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the Project" (the *"Amended Petition"*); and containing a severability clause.

WHEREAS, The City of St. Louis, Missouri (the *"City"*) is authorized and empowered pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"Act"*), to establish a community improvement district as proposed by a verified petition; and

WHEREAS, on April 9, 2009, a Petition to Establish 1100 Washington Avenue Community Improvement District (the *"Initial Petition"*) was filed with the Register of the City; and

WHEREAS, the Register did review and determine that the Initial Petition substantially complied with the requirements of the Act and verified said Initial Petition in accordance with the requirements of the Act; and

WHEREAS, in connection with the Initial Petition, after notice of the public hearing by publication and individually to each property owner within the proposed 1100 Washington Avenue Community Improvement District via correspondence, a public hearing was held on June 30, 2009 in accordance with the Act; and

WHERERAS, on July 27, 2009, the City's Board of Aldermen (the *"Board of Aldermen")* approved Ordinance No. 68436 (the *"Original Ordinance"*) that, among other things, (i) established the 1100 Washington Avenue Community Improvement District, (ii) stated that the 1100 Washington Avenue Community Improvement District was declared "blighted" under Chapter 99 RSMO. in Ordinance No. 60939 of the City (the *"Blight Ordinance"*), and reaffirmed such designation of blight, (iii) set the term for the existence of the 1100 Washington Avenue Community Improvement, and (iv) consented to the appointment of certain individuals to the Board of Directors of the 1100 Washington Avenue Community Improvement District; and

WHEREAS, the Original Ordinance stated that the 1100 Washington Avenue Community Improvement District had been declared "blighted" under Chapter 99 RSMo. in the Blight Ordinance, and reaffirmed such designation of blight; and

WHEREAS, on September 18, 2025, the Amended Petition was filed with the Register of the City in accordance with Sections 67.1421.5(3) and 67.1441.2 of the Act; and

WHEREAS, subject to and in accordance with the Act, the Amended Petition seeks to, among other things, (i) add property to the existing boundaries of the 1100 Washington Avenue Community Improvement District (the 1100 Washington Avenue Community Improvement District as amended to include the additional property is referred to herein as the *"District"*), (ii) add an additional project valued at $500,000 to the scope of the District, (iii) extend the term of the District, (iv) clarify the existing blight determination, and (v) consent to the terms of the Board of Directors of the District; and

WHEREAS, the Register did review and determine that the Amended Petition substantially complied with the requirements of the Act and verified said Amended Petition in accordance with the requirements of the Act; and

WHEREAS, in connection with the Amended Petition, after notice of the public hearing by publication and individually to each property owner within the proposed District via correspondence, a public hearing was held on in accordance with the Act; and

WHEREAS, the Board of Aldermen hereby finds that the adoption of this Ordinance is in the best interest of the City and that the property owners, residents, and persons engaging in business or visiting the District, and the public generally will benefit from the amendments to the District, which amendments are in addition to the benefits set forth in the Original Ordinance.

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

SECTION 1. Additional Property.

Pursuant to Section 67.1441.2 of the CID Act and subject to the terms of the Amended Petition, the boundaries of the 1100 Washington Avenue Community Improvement District are hereby amended for the addition of real property as set forth in the Amended Petition attached hereto as **EXHIBIT A**, and incorporated herein by reference. A map of the boundaries of the District and a legal description thereof is contained in the Amended Petition.

SECTION 2. Blight Determination.

The Board of Aldermen hereby finds and confirms that the District is a "blighted area" pursuant to Section 67.1401.2(3) of the CID Act under Chapter 99 RSMo. as found in the Blight Ordinance. The Board of Aldermen further states that the confirmation and reaffirmation that the District is a "blighted area" shall only extend for so long as the Blight Ordinance is in effect and only to those portions of the District within the "blighted area" as set forth in the Blight Ordinance.

SECTION 3. Powers and Additional Project.

Pursuant to the Act and as further set forth in the Amended Petition, the District shall have all the powers necessary to carry out and effectuate the purposes and provisions of the Act including an additional project valued at $500,000 for, among other things, supporting business activity and economic development in the District, all as further set forth in the Amended Petition, attached hereto and incorporated herein by reference as **EXHIBIT A**. The District is authorized to use the funds of the District for any of the improvements, services, or other activities authorized under the Act.

SECTION 4. Obligations.

The District is authorized by the Act, at any time, to issue obligations, or to enter into agreements with other entities with the authority to issue obligations, for the purpose of carrying out any of its powers, duties, or purposes. Such obligations shall be payable out of all, part, or any combination of the revenues of the 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 Section 108.170 RSMO. The District is also authorized to issue such obligations to refund, in whole or part, obligations previously issued by the District.

SECTION 5. Duration of District.

In connection with Section 67.1481 of the Act, the length of time for the existence of the District shall continue to be from the effective date of the Original Ordinance until no later than 27 years from the date of adoption of this Ordinance. In furtherance hereof, it is hereby stated and found that the provisions of Section 67.1481.6 were complied with to extend the term of the District.

SECTION 6. Amended Petition and District's Board of Directors.

Pursuant to Section 67.1421.5(3) of the Act, the Amended Petition, attached hereto and incorporated herein by reference as **EXHIBIT A**, is hereby approved in its entirety including, but not limited to, the Board of Aldermen consenting to the terms of the District's Board of Directors set forth therein.

SECTION 7. Public Services.

Pursuant to the Act, the Board of Aldermen shall neither decrease the level of publicly funded services in the District nor transfer the 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 8. Public Purpose.

The City hereby finds that the use of the District proceeds as provided for in the Amended Petition will serve a public purpose in accordance with the Act, and encouraging the redevelopment of real property within the District.

SECTION 9. Further Authority.

The City shall, and the officials, officers, agents, and employees of the City are hereby authorized and directed 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 including, but not limited to, giving notice to any parties that should receive notice of the amendments to the District stated in this Ordinance and the Amended Petition.

SECTION 10. 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, provided that the essential provisions of the arrangements contemplated by this Ordinance remain intact.

PETITION TO AMEND AND RESTATE THE PETITION TO ESTABLISH 1100 WASHINGTON AVENUE COMMUNITY IMPROVEMENT DISTRICT BY, AMONG OTHER THINGS, ALTERING THE BOUNDARIES OF THE 1100 WASHINGTON AVENUE COMMUNITY IMPROVEMENT DISTRICT AND CLARIFYING THE PROJECT

To The City of St. Louis, Missouri:

The undersigned petitioners (the **"Petitioners"**) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the hereinafter defined Additional Property, and per capita of all owners of real property within the Additional Property, and (b) by assessed value of all real property within the hereinafter defined District, and per capita of all owners of real property within the District. Petitioners hereby petition and request that The City of St. Louis, Missouri (the **"City"**), amend and restate the petition establishing the 1100 Washington Avenue Community Improvement District, which was created pursuant to Ordinance No. 68436 approved on July 27, 2009 (the **"Original CID Ordinance"**), to alter the boundaries of the 1100 Washington Avenue Community Improvement District and, among other things, clarify the description of the District Project (defined herein), pursuant to the authority of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the **"CID Act"**).

1. A legal description of the real property to be added to the 1100 Washington Avenue Community Improvement District is set forth on **Exhibit A**, attached hereto and incorporated herein by reference (the **"Additional Property"**). The legal description of the boundaries of the 1100 Washington Avenue Community Improvement District as altered to include the addition of the Additional Property (collectively, the **"District"**) is set forth on **Exhibit B**, attached hereto and incorporated herein by reference. The District's boundaries are contiguous and located entirely within the City. A map illustrating the boundaries of the District is set forth on **Exhibit C**, attached hereto and incorporated herein by reference.

2. The 1100 Washington Avenue Community Improvement District was originally established pursuant to the Original CID Ordinance.

3. Petitioners desire to alter the boundaries of the 1100 Washington Avenue Community Improvement District for the sole purpose of adding the Additional Property. Petitioners also seek to clarify the description of the District Project, and extend the term of the District.

4. Upon altering the boundaries of the 1100 Washington Avenue Community Improvement District to include the addition of the Additional Property, the name thereof shall remain the 1100 Washington Avenue Community Improvement District.

5. The District is more particularly described in **Exhibit B** and depicted on **Exhibit C**, attached hereto and incorporated by reference herein.

6. As of the last completed assessment, the real property located within the District has a total assessed value of approximately $5,094,130.

7. The following table details the parcels currently within the District and the Additional Property, which constitutes all of the parcels in the District.

Owner	Additional Property	Site Address	PIN	2024 Assessed Value
Vanguard Apartments, LLC	No	1100 Washington Ave.	0836-9-050.000	$144,420
Vanguard Apartments, LLC	No	1110 Washington Ave.	0836-9-040.000	$795,030
Copia Apartments, LLC	No	1122 Washington Ave.	0836-9-031.007	$241,890
Merchandise Mart Apartments LLC	Yes	1000 Washington Ave.	0179-9-010.000	$3,087,030
Bee Hat Lofts LLC	Yes	1021 Washington Ave.	0178-9-090.000	$344,860
Meridian Commercial LLC	Yes	1132 Washington Ave., Retail Unit A[1]	0836-9-011.096	$112,000
Meridian Commercial LLC	Yes	1132 Washington Ave., Retail Unit B[2]	0836-9-011.097	$45,300
Alexandrew LLC	Yes	1013 Washington Ave.	0178-9-021.001	$32,600
Irish Dorsa, LLC	Yes	1015 Washington Ave.	0178-9-021.002	$87,200
Flamingo Bowl, LLC	Yes	1113 Washington Ave., Unit 102	0517-9-011.002	$78,400
Flamingo Bowl LLC	Yes	1113 Washington Ave., Unit 103	0517-9-011.003	$125,400

8. As also described in the Original CID Ordinance, Petitioners are seeking a confirmation and reaffirmation the District is a "blighted area" pursuant to Section 67.1401.2(3) of the CID Act because the District is located in an area that has been declared blighted or found to be a blighted area by the City pursuant to Chapter 99, RSMo. in Ordinance No. 60939 of the City (the **"Blight Ordinance"**). The factors that support confirmation and reaffirmation that the District is a "blighted area" pursuant to Chapter 99 RSMo., and by extension, Section 67.1401.2(3) of the CID Act, are described in the Blight Ordinance. Notwithstanding anything in this Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the Project (this **"Amended Petition"**) to the contrary, the confirmation and reaffirmation that this District is a "blighted area" shall only extend for so long

[1] Only the portion of this parcel from street level to 15 feet above street level shall be included within the District; the vertical portion of this parcel 15 feet, 1 inch and more above street level shall not be included within the boundaries of the District.

[2] Only the portion of this parcel from street level to 15 feet above street level shall be included within the District; the vertical portion of this parcel 15 feet, 1 inch and more above street level shall not be included within the boundaries of the District.

as the Blight Ordinance is in effect and only to those portions of the District within the "blighted area" as set forth in the Blight Ordinance.

9. The District shall remain a political subdivision governed by a board of directors composed of five (5) members appointed by the Mayor of the City, with the consent of the Board of Aldermen of the City. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2(1)-(2) of the CID Act . Successor directors shall be appointed in the same manner. Successor directors shall serve for a term of four years.

10. Set forth directly below are the current members of the District's board of directors.

Name	**Term Expires**
Alex Oliver	July 27, 2029
Craig Heller	July 27, 2029
Emily Oliver	July 27, 2027
Lisa Shaw	July 27, 2027
Lucas Durkin	July 27, 2027

11. Petitioners do not seek limitations on the borrowing capacity of the District.

12. Petitioners do not seek limitations on the revenue generation of the District.

13. The District shall have all powers provided in the CID Act, except as otherwise provided in this Amended Petition.

14. The District shall remain authorized, upon approval by the qualified voters of the District to impose a sales and use tax at a rate of one percent (1%) (the **"Sales Tax"**) on all eligible retail sales made in the District in accordance with Section 67.1545 of the CID Act, for the duration permitted by the CID Act.

15. The District shall not submit or levy a special assessment and therefore the maximum rate of special assessment in this Amended Petition is zero.

16. The District shall not submit any real property taxes or business license taxes to the qualified voters for approval and therefore the maximum rates of real property taxes and business license taxes in this Amended Petition are zero.

17. A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred (collectively, and as described in **Exhibit D**, the **"District Project"** or "**CID Project**"), is set forth in **Exhibit D**, attached hereto and incorporated herein by reference. It is anticipated that the District will use the moneys received from the imposition of the Sales Tax to finance and reimburse those eligible District Project costs incurred on its behalf.

18. The estimated cost of the District Project for the next five years is approximately $500,000 (excluding amounts reasonably required to establish a debt service reserve fund, fund capitalized interest and pay costs of issuance reasonably incurred by the District and the City in furtherance of the issuance or placement of obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District's attorneys and the City's attorneys (including issuer's counsel and bond counsel), and the District's administrative fees and expenses including fees and costs of planning consultants and other advisors), as more particularly described in **Exhibit D**, attached hereto and incorporated herein by reference. This $500,000 is in addition to the prior amounts authorized and approved under the Original CID Ordinance.

19. The length of time for the existence of the District shall continue to be from the effective date of the Original CID Ordinance until no later than 27 years from the date of adoption of the ordinance approving this Amended Petition, unless the City extends the length of time of this District pursuant to Section 67.1481 of the CID Act.

20. The signatures of the signers to this Amended Petition may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk of the City.

21. Petitioner respectfully requests that the boundaries of the District be altered to include the Additional Property pursuant to the CID Act, and all other actions as described and set forth in this Amended Petition.

Dated this 18th day of September, 2025.

PETITIONER:

NAME OF OWNER:	Vanguard Apartments, LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver, Manager
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0836-9-050.000; 0836-9-040.000
2024 ASSESSED VALUE:	$939,450

[Signature Page of Petitioner, Vanguard Apartments, LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: [signature]

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C IT Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Vanguard Apartments, LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Copia Apartments, LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St. Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0836-9-031.007
2024 ASSESSED VALUE:	$241,890

[Signature Page of Petitioner, Copia Apartments, LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: [signature]

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C it Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Copia Apartments, LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Merchandise Mart Apartments LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St. Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0179-9-010.000
2024 ASSESSED VALUE:	$3,087,030

[Signature Page of Petitioner, Merchandise Mart Apartments LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: Alex T Oliver

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C it Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Merchandise Mart Apartments LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Bee Hat Lofts LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0178-9-090.000
2024 ASSESSED VALUE:	$344,860

[Signature Page of Petitioner, Bee Hat Lofts LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: Alex T Oliver

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C it Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Bee Hat Lofts LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Meridian Commercial LLC
TELEPHONE NUMBER:	314-221-3879
MAILING ADDRESS:	231 S. Bemiston Ave, Ste 850 St. Louis, MO 63105
NAME OF SIGNER:	Alex T Oliver
BASIS OF LEGAL AUTHORITY TO SIGN:	Manager
SIGNER'S TELEPHONE NUMBER:	314-221-3879
SIGNER'S MAILING ADDRESS:	1017 Olive St, Ste 400, St. Louis, MO 63101
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0836-9-011.096; 0836-9-011.097
2024 ASSESSED VALUE:	$157,300

[Signature Page of Petitioner, Meridian Commercial LLC Follows]

By executing this Amended Petition on this 10 day of SEPTEMBER, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his or her signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: Alex T Oliver

Name: Alex T Oliver

Title: Manager

STATE OF MISSOURI)
) ss.
C IT Y OF ST. LOUIS)

On this 10 day of September, in the year 2025, before me Gina Christine Zelenka a Notary Public in and for said state, personally appeared Alex T Oliver, the Manager of Meridian Commercial LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 10 day of September, 2025.

Gina Christine Zelenka
Notary Public

Printed Name: Gina Christine Zelenka

My Commission Expires: 2/27/28

GINA CHRISTINE ZELENKA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES FEBRUARY 27, 2028
ST. LOUIS COUNTY
COMMISSION #24215256

PETITIONER:

NAME OF OWNER:	Irish Dorsa, LLC
TELEPHONE NUMBER:	(H) 314.220.8788 (C) 314-220.8788
MAILING ADDRESS:	1317 Lacled Station Rd St. Louis MO 63117
NAME OF SIGNER:	Jay Carnahan
BASIS OF LEGAL AUTHORITY TO SIGN:	Member
SIGNER'S TELEPHONE NUMBER:	(C) 314.220.8788
SIGNER'S MAILING ADDRESS:	1317 Laclede Station Rd St. Louis MO 63117
TYPE OF ENTITY OR MARITAL STATUS, AS APPLICABLE:	Limited Liability Company
MAP:	See **Exhibit C**
PARCEL IDENTIFICATION NUMBERS:	0178-9-021.002
2024 ASSESSED VALUE:	$87,200

[Signature Page of Petitioner, Irish Dorsa, LLC Follows]

By executing this Amended Petition on this 16 day of September, 2025, the undersigned represents and warrants that he or she is authorized to execute this Amended Petition on behalf of the property owner named immediately above. The undersigned also acknowledges that his signature may not be withdrawn later than seven days after this Amended Petition is filed with the City Clerk.

By: ______________________

Name: Jay Carnahan

Title: Member

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

On this 16 day of September, in the year 2025, before me Jared Bennett a Notary Public in and for said state, personally appeared Jay Carnahan, the Member of Irish Dorsa, LLC, known to me to be the person who executed the within Amended Petition in behalf of limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this 16 day of September, 2025.

____
Notary Public

Printed Name: Jared Bennett

My Commission Expires: 3/21/26

NOTARY PUBLIC - NOTARY SEAL
Expires 03/21/2026
Jared Bennett
St. Louis City
Commission # 22443600
STATE OF MISSOURI

EXHIBIT A

Legal Description of Additional Property

Additional Property owned by Merchandise Mart Apartments LLC:

PARCEL 1: (FEE SIMPLE)

A TRACT OF LAND BEING ALL OF CITY BLOCK 179 OF THE CITY OF ST. LOUIS, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE NORTH BY THE SOUTH LINE OF WASHINGTON STREET AND FRONTING 271.01 FEET THEREON; EAST BY THE WEST LINE OF TENTH STREET AND FRONTING 150.00 FEET THEREON; SOUTH BY THE NORTH LINE OF ST. CHARLES STREET AND FRONTING 271.18 FEET THEREON; AND WEST BY THE EAST LINE OF ELEVENTH STREET FRONTING 150.00 FEET THEREON.

TOGETHER WITH THE ELEVATED PASSAGEWAY CONNECTED ON THE NORTH TO THE BUILDING LOCATED ON THE ABOVE DESCRIBED TRACT AND ON THE SOUTH TO THE BUILDING LOCATED ON THE APPROXIMATE WEST ONE-HALF OF CITY BLOCK 281 OF THE CITY OF ST. LOUIS, BEING A TRACT OF LAND BEING PART OF THE EXISTING RIGHT-OF- WAY OF ST. CHARLES STREET, LYING BETWEEN 10TH STREET AND 11TH STREET IN THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF 11TH STREET, 60.00 FEET WIDE, WITH THE NORTH LINE OF ST. CHARLES STREET, 50.00 FEET WIDE; THENCE ALONG SAID NORTH LINE, SOUTH 60 DEGREES 01 MINUTES 40 SECONDS EAST A DISTANCE OF 43.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 60 DEGREES 01 MINUTES 40 SECONDS EAST A DISTANCE OF 33.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 30 DEGREES 00 MINUTES 53 SECONDS WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH LINE OF SAID ST. CHARLES STREET; THENCE ALONG SAID LINE, NORTH 60 DEGREES 01 MINUTES 40 SECONDS WEST A DISTANCE OF 33.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 30 DEGREES 00 MINUTES 53 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION ENCOMPASSES AN AREA BEGINNING AT ELEVATION 57.00 FEET (CITY OF ST. LOUIS DATUM) TO A CEILING OF ELEVATION OF 184.00 FEET.

PARCEL 2: (PARKING RIGHTS ESTATE)

ALL REAL PROPERTY RIGHTS, GRANTED TO MERCHANDISE MART EQUITY LLC IN THE PARKING GARAGE BUILDING KNOWN AS UNIT G OF ST. LOUIS GATEWAY CONDOMINIUM IN CITY BLOCK 172, AS SHOWN ON THE PLAT THEREOF RECORDED IN PLAT BOOK 03012004, PAGE 92, ACCORDING TO AND MORE PARTICULARLY DESCRIBED AND SHOWN IN THE ST. LOUIS GATEWAY CONDOMINIUM DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED IN BOOK 03012004, PAGE 91 AND AMENDED IN BOOK 11172009, PAGE 166 OF THE CITY OF ST. LOUIS RECORDS, BY VIRTUE OF THE PARKING AGREEMENT EXECUTED BY AND BETWEEN MERCHANDISE MART EQUITY LLC AND THE MISSOURI DEVELOPMENT FINANCE BOARD DATED WITH AN EFFECTIVE DATE

OF SEPTEMBER 28, 2016, A MEMORANDUM OF WHICH WAS RECORDED ON OCTOBER 3, 2016, IN BOOK 10032016, PAGE 0282 OF THE CITY OF ST. LOUIS RECORDS.

PARCEL 3: (EASEMENT)
EXCLUSIVE EASEMENT RIGHTS FOR ENCROACHMENT AND STRUCTURAL SUPPORT OF THAT CERTAIN ELEVATED PASSAGEWAY OVER AND ACROSS ST. CHARLES STREET AS ESTABLISHED BY QUIT CLAIM DEED BY AND BETWEEN DOWNTOWN LOCUST L.L.C. AND MERMART, L.L.C., DATED JULY 30, 2003 AND RECORDED AUGUST 12, 2003 IN BOOK 08122003, PAGE 0367 OF THE CITY OF ST. LOUIS RECORDS.

Additional Property owned by Bee Hat Lofts LLC:
A lot in Block 178 of the City of St. Louis, described as follows: Beginning at the Northeast corner of Washington Boulevard and Eleventh Street; thence Northwardly along the East line of Eleventh Street, 150 feet 3-1/4 to a point in the South line of "Christy Tract;" thence Eastwardly and along the center line of a 30 inch party wall, 60 feet to a point in the South line of Christy Tract; thence Southwardly and parallel with the East line of Eleventh Street and along the center line of a 30 inch party wall, 150 feet 3 inches to the Northern line of Washington Boulevard; thence Westwardly along the North line of Washington Boulevard, 60 feet to the point of beginning.

Additional Property owned by Meridian Commercial LLC:
Retail Units A & B of The Meridian, a condominium, according to the plat thereof recorded in Plat Book 06292006 page 366 and amended Plat recorded in Book 10192006 page 195 and in City Block 836 of the City of St. Louis, together with an undivided share of the common elements thereto, according to and more particularly described in the declaration of Condominium and By-Laws recorded in Book 06292006 page 365 and amended in Book 02012007 page 711 and in Book 04232007 page 110 of the City of St. Louis.

Additional Property owned by Alexandrew LLC:
UNIT R1 OF DORSA LOFTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10252007 PAGE 226 OF THE ST. LOUIS CITY RECORDS AND IN BLOCK 178 OF THE CITY OF ST. LOUIS, MISSOURI, TOGETHER WITH THE UNDIVIDED SHARE OF COMMON ELEMENTS, ALL ACCORDING TO AND MORE PARTICULARLY DESCRIBED IN THE DORSA LOFTS CONDOMINIUMS DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE RECORDED IN BOOK 10252007 PAGE 225.

Additional Property owned by Irish Dorsa, LLC:
UNIT R2 OF DORSA LOFTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10252007 PAGE 226 OF THE ST. LOUIS CITY RECORDS AND IN BLOCK 178 OF THE CITY OF ST. LOUIS, MISSOURI, TOGETHER WITH THE UNDIVIDED SHARE OF COMMON ELEMENTS, ALL ACCORDING TO AND MORE PARTICULARLY DESCRIBED IN THE DORSA LOFTS CONDOMINIUMS DECLARATION OF CONDOMINIUM, BY-LAWS AND INDENTURE RECORDED IN BOOK 10252007 PAGE 225.

Additional Property owned by Flamingo Bowl, LLC:
Units 102 and 103 of Lucas Lofts Condominium in Block 517 of the City of St. Louis as shown on the plat thereof recorded in Book 07032006 Page 0029 and Lucas Loft Condominium Plat Amendment 1 recorded in Book 06262007 Page 0475, together with an undivided share of common

and limited elements and appurtenances thereto belonging, and all easements including but not limited to the staging and temporary storage area created, all according to and more particularly described and shown in Declaration of Condominium and By-Laws of Lucas Lofts Condominium recorded in Book 07032006 Page 0030 and Amendment No. 1 thereto recorded in Book 06262007 Page 0476.

EXHIBIT B

Legal Description of District

Property subject to Original CID Ordinance:

Parcel 1
Lots 1 through 4 inclusive and the Eastern 9 inches of Lot 5 of the Partition of Peter Lindell's Estate, in block No. 836 of the City of St. Louis, Missouri, having an aggregate front of 100 feet 1 inch on the South line of Washington Ave., by a depth Southwardly of 150 feet to the North line of St. Charles Street; bounded East by the West line of Eleventh Street.

Parcel 2
The Western 24 feet 1 inch of Lot 5 and all Lots Nos. 6, 7 and 8 of Lindell's Subdivision in block No. 836 of the City of St. Louis, beginning at a point in the South line of Washington Avenue, distant 100 feet 1 inch West of the West line of Eleventh Street, thence Westwardly along the South line of Washington Avenue 98 feet 7 inches, more or less, to a point, thence Southwardly and parallel with Eleventh Street 150 feet to the North line of St. Charles Street, thence Eastwardly along the North line of St. Charles Street, 96 feet 7 inches, more or less, to a point distant 9 inches West of the East line of Lot No. 5, thence North and parallel to Eleventh Street, 150 feet to the point of beginning; bounded on the East by property acquired by Howard, et al., by Deed recorded in Book 1587 page 114.

Including only that portion located on the first floor of the building.

Parcel 3
Lots 9, 10 and 11 of Subdivision of Peter Lindell's Estate and in Block 836 of the City of St. Louis, together fronting 74 feet 6 inches on the South line of Washington Avenue by a depth Southwardly of 150 feet to the North line of St. Charles Street.

Commonly known and numbered 1122 Washington, St. Louis, Missouri.

Subject to deed restrictions, easements, rights-of-way of record, and zoning regulations if any.

Including only that portion located on the first floor of the building.

Additional Property owned by Merchandise Mart Apartments LLC:

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PARCEL 3: (EASEMENT)
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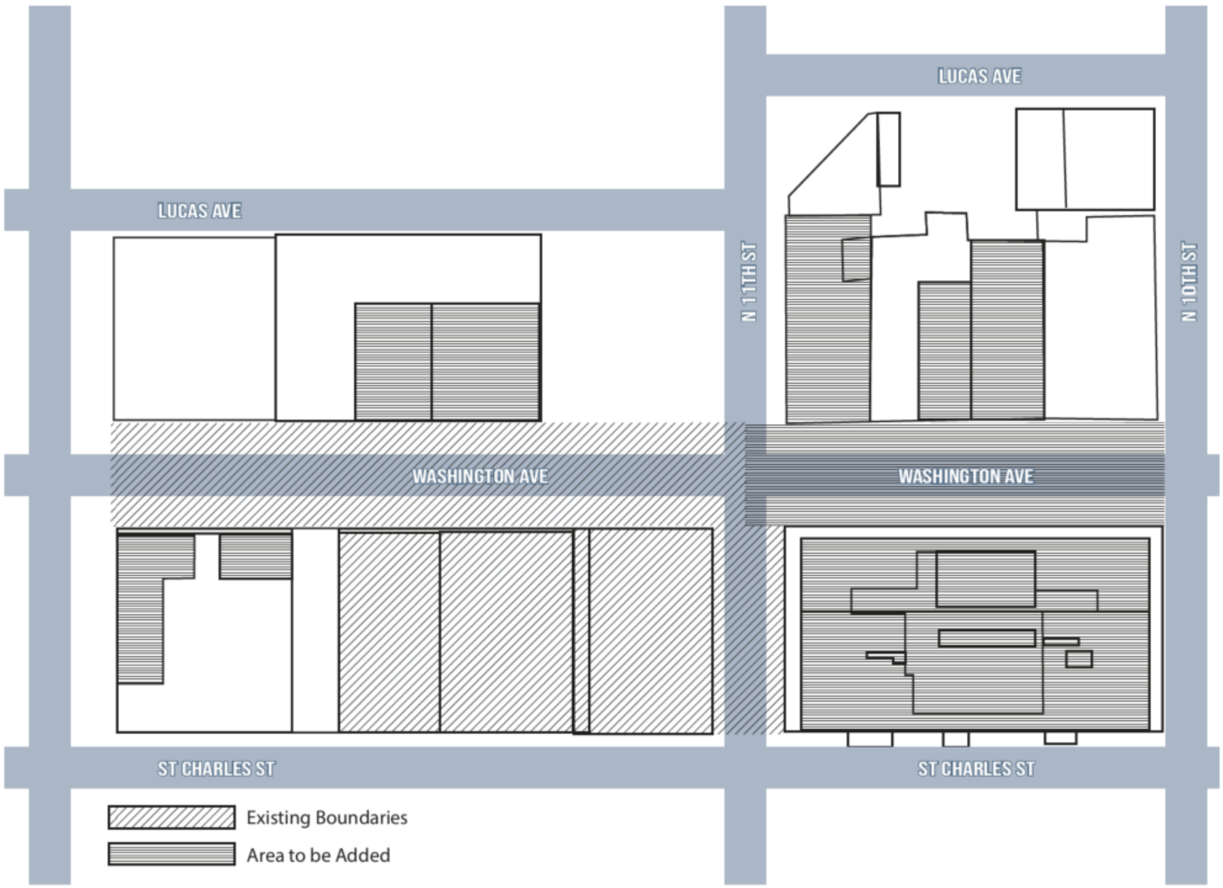
EXHIBIT C

Map Depicting Boundaries of District

The boundaries of the District are depicted as outlined below.



For the properties owned by Meridian Commercial LLC as of the date of the filing of this Amended Petition, only the portion of those parcels from street level to 15 feet above street level shall be included within the District; the vertical portion of those parcels 15 feet, 1 inch and more above street level shall not be included within the boundaries of the District.

<u>EXHIBIT D</u>

Five-Year Plan

1100 WASHINGTON AVENUE COMMUNITY IMPROVEMENT DISTRICT

DATED: SEPTEMBER 18, 2025

Introduction

By Ordinance No. 68436, The City of St. Louis, Missouri (the **"City"**) approved a petition for the establishment of the 1100 Washington Avenue Community Improvement District in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended, (the **"CID Act"**). Since that time, Petitioners have acquired certain property within and adjacent to, as applicable, the 1100 Washington Avenue Community Improvement District. In relation to the foregoing, Petitioners are filing a Petition to Amend and Restate the Petition to Establish 1100 Washington Avenue Community Improvement District by, among other things, Altering the Boundaries of the 1100 Washington Avenue Community Improvement District and Clarifying the Project (the **"Amended Petition"**). In accordance with the CID Act, the Petitioners are submitting this five-year plan in order to comply with the CID Act (the **"Plan"**). The Plan is an integral part of the Amended Petition to which it is attached.

Generally, a community improvement district is a statutory tool a municipality may implement in order to allow a specific area or section of the municipality to fund (either in part or in whole) certain improvements and services within certain defined boundaries by securing a portion of the area's own economic activity.

This Plan contains the following: (A) a description of the location and formation of the 1100 Washington Avenue Community Improvement District as altered to include the addition of the Additional Property (as defined in the Amended Petition) (collectively, the **"District"**); (B) a description of the anticipated District revenues over a five-year period; (C) a summary of the improvements and services to be provided by the District over a five-year period; (D) an estimate of costs of the services and improvements to be incurred over a five-year period; and (E) an anticipated schedule for the District's improvements, activities and services over a five-year period. This Plan is an integral and composite part of the Amended Petition.

(a) District Location and Formation

The District will generally be bounded by: St. Charles Street on the south; Tucker Boulevard on the west; Lucas Avenue on the north; North 10th Street on the east. The District is contiguous.

The District is a political subdivision of the State of Missouri. The District, pursuant to the CID Act, is empowered to provide a variety of public services and to finance a number of different public improvements within its boundaries, which services and improvements will be paid for from revenues from taxes and an assessment imposed within its boundaries.

(b) District Revenues

The District raises revenues by imposing an additional sales and use tax (the **"District Sales Tax"**) at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services.

The imposition of the District Sales Tax was subject to approval by the qualified voters within the District. At the time of the imposition of the District Sales Tax, there were no registered voters within the District, and the CID Act provided that the qualified voters were the owners of one or more parcels of real property located within the District per the tax records of the City of the thirtieth day before the date of the applicable election. The District's Board of Directors (the **"Board"**) submitted the question of whether the District shall be authorized to impose the District Sales Tax to the qualified voters for approval, which question was approved by the qualified voters.

Upon the City's adoption of an ordinance relating to the Amended Petition, the Petitioners will request that the City Clerk of the City forward a certified copy of the ordinance and the Amended Petition to the Board.

Notwithstanding anything in the CID Act or the Amended Petition to the contrary, the District shall have no power to levy real property taxes, special assessments, or business license taxes.

(c) Summary of Improvements and Services to be Provided

The purpose of the District is to provide assistance to or to construct, reconstruct, install, repair, maintain, and equip certain public improvements within its boundaries, and to support business activity and economic development in the District, and to provide services and activities as allowed under Section 67.1461 of the CID Act. The aforementioned work may be performed within the boundaries of the District, and the areas immediately adjacent to the boundaries of the District, so long as it is within the public right-of-way. The District will impose the District Sales Tax to finance and administer these improvements and services as provided under the CID Act.

In general, the District may undertake any of the following public improvements: (a) pedestrian or shopping malls and plazas; (b) parks, lawns, trees, and any other landscape; (c) convention centers, arenas, aquariums, aviaries, and meeting facilities; (d) sidewalks, streets, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, utilities, drainage, water, storm and sewer systems, and other site improvements; (e) parking lots, garages, or other facilities; (f) lakes, dams, and waterways; (g) streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, and barriers; (h) telephone and information booths, bus stop and other shelters, rest rooms, and kiosks; (i) paintings, murals, display cases, sculptures, and fountains; (j) music, news, and child-care facilities; and (k) any other useful, necessary, or desired improvement.

In addition, the District may undertake or provide for any of the following activities or services: (a) dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use; (b) within its boundaries and with the City's consent, prohibit or restrict vehicular and pedestrian traffic and vendors on streets, alleys, malls, bridges, ramps, sidewalks, and tunnels and to provide the means for access by emergency vehicles to or in such areas; (c) within its boundaries, operate or contract for the provision of music, news, child-care, or parking facilities, and buses, minibuses, or other modes of transportation; (d) within its boundaries, lease space for sidewalk cafe tables and chairs; (e) within its boundaries, provide or contract for the provision of security personnel, equipment, or facilities for the protection of property and persons; (f) within its boundaries, provide or contract for cleaning, maintenance, and other services to public and private property; (g) produce and promote any tourism, recreational or cultural activity or special event in the District by, but not limited to, advertising, decoration of any public place in the District, promotion of such activity and special events, and furnishing music in any public place; (h) support business activity and economic development in the

District including, but not limited to, the promotion of business activity, development and retention, and the recruitment of developers and businesses; (i) provide or support training programs for employees of businesses within the District; (j) provide refuse collection and disposal services within the District; (k) contract for or conduct economic, planning, marketing or other studies; (l) repair, restore, or maintain any abandoned cemetery on public or private land within the District; (m) partner with a telecommunications company or broadband service provider in order to construct or improve telecommunications facilities which shall be wholly owned and operated by the telecommunications company or broadband service provider, as the terms "telecommunications company" and "telecommunications facilities" are defined in section 386.020, RSMo., and subject to the provisions of section 392.410 RSMo., that are in an unserved or underserved area, as defined in section 620.2450, RSMo.; and (n) carry out any other powers set forth in the CID Act.

Pursuant to Section 67.1461 of the CID Act the District may acquire by purchase, lease, gift, grant, bequest, devise or otherwise, any real property within its present or future boundaries, personal property, or any interest in such property. The aforementioned sentence includes acquiring an ownership interest in commercial space within the boundaries of the District including, but not limited to, a fee interest in commercial condominium unit(s) or a leasehold interest for the purpose of leasing street-level commercial space to third parties to support business activity and economic development in the District including, without limitation, the promotion of business activity, development and retention, and recruitment of developers and business. In connection therewith, the District may also sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property. The District may dedicate to the City, with the City's consent, streets, sidewalks, parks, and other real property and improvements located within its boundaries for public use. In addition, the District may enter into one or more agreements with the City for the purpose of abating any public nuisance within the boundaries of the District, including without limitation the stabilization, repair or maintenance or demolition and removal of buildings or structures, provided that the City has declared the existence of a public nuisance. Further, the District may reimburse any entity for costs incurred in connection with the operation and leasing of any street-level retail space within the District, so long as it is reimbursable under the CID Act.

As the District is located within a "blighted area" as defined in the CID Act, the District shall have all additional powers associated with a "blighted area" as set forth in the CID Act, for only so long as the Blight Ordinance is in effect and only as to those portions of the District within the "blighted area" as set forth in the Blight Ordinance.

To fund any or all of its activities in connection with the exercise of any of the above or any other powers of the District under Section 67.1461 of the CID Act, the District may borrow money from any public or private source and issue obligations and provide security for repayment of the same as provided in the CID Act.

Specifically, the District is to provide funding for various public improvements (as further described below) within the District boundaries, which public improvements are anticipated to be made in connection with the development, operation and maintenance of developments within the District (together with any related public improvements, activities or services outlined in this Section (c), the **"CID Project"** or **"District Project"**) as allowed under the CID Act. The estimated cost of the CID Project over the next five years is approximately $500,000, as described below. This $500,000 is in addition to the prior amounts authorized and approved under the Original CID Ordinance.

Item	Amount*
Support business activity and economic development in the District	$500,000
Utility work (sanitary, storm sewer, water)	$0
Acquisition of property to support and promote business activity and economic development in District	$0
Professional services (engineering, architectural, testing, legal, & contingency)	$0
Total**	$500,000

* The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

** Excludes costs of issuance, amounts to establish a debt service reserve fund and to fund capitalized interest on obligations issued by the District to finance the CID Project.

The District may fund any portion of the costs of acquisition, design, construction, operation and maintenance of the CID Project. District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

On an annual basis, the District Sales Tax revenues will be applied as follows: (a) first, to fund the on-going administrative costs of the District, the amount of which will be determined by the Board in connection with the adoption of the annual budget of the District, and (b) second, to fund the costs of the CID Project or any obligations issued by the District to finance the costs of the CID Project. This formula will be applied throughout the term of the District.

The CID Act mandates that existing City services will continue to be provided within a District at the same level as before the District was created (unless services are decreased throughout the City) and that any District services shall be in addition to existing City services. The Petitioners anticipate that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish. Without the additional funding provided by the District, the Petitioners would not be able to adequately develop, operate, and maintain the CID Project.

(d) Estimate of Costs of Services and Improvements to be Incurred

The total estimated cost of the CID Project over the next five-year period is approximately $500,000. This $500,000 is in addition to the prior amounts authorized and approved under the Original CID Ordinance. As stated above, District Sales Tax revenues may be used to fund in part either direct costs of the CID Project or financing costs of the CID Project, or both.

(e) Anticipated Schedule

Below is a summary of the improvements, activities and services to be provided by the District over the next five-year period:

Year	Improvements, Activities, and Services
2025	• District boundaries amended to include additional tax parcels • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • CID Project continues • District provides for its on-going administration
2026	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration
2027	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration
2028	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration
2029	• CID Project continues • Provide financing for a portion of the costs of the CID Project • Provide for the collection of District Sales Tax • District provides for its on-going administration

Summary
Board Bill Number 120
Introduced by Alderman Michael Browning
December 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 120 INTRODUCED BY ALDERMAN MICHAEL BROWNING

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

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 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%) 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.

<u>EXHIBIT A</u>

FORM OF DEVELOPMENT AND PERFORMANCE AGREEMENT

Board Bill Number 120
Exhibit A

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (this *"Agreement"*) is made and entered into as of this _____ day of ____________, 2026, 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 __________, 2026, 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 __________, 2026 (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.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Taxable Revenue	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000
Sales Tax %	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%
Sales Tax	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**
Portion to TIF (50%)	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500
Portion to City	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 89,899	$ 137,500	$ 137,500
50% Sales Tax Rebate	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 47,601		
Administrative Fee %	1%	1%	1%	1%	1%	1%	1%	1%		
Administrative Fee	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 1,375**	**$ 476**		
Net Sales Tax Rebate	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 136,125**	**$ 47,125**		
Cumulative Sales Tax Rebate	$ 136,125	$ 272,250	$ 408,375	$ 544,500	$ 680,625	$ 816,750	$ 952,875	**$ 1,000,000**		

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Taxable Revenue	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000	$ 20,000,000
Sales Tax %	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%
Sales Tax	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**	**$ 275,000**
Portion to TIF (50%)	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500
Portion to City	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500	$ 137,500
50% Sales Tax Rebate										
Administrative Fee %										
Administrative Fee										
Net Sales Tax Rebate										
Cumulative Sales Tax Rebate										

NPV of Net Sales Tax Rebate	**$ 789,468**

New leasehold improvements:	$ 3,384,470
New non-manufacturing machinery/equipment purchase:	$ 600,000
Total Tenant Investment	**$ 3,984,470**

White Boxing Cost	$ 1,666,000
Landlord's Tenant Improvements	$ 2,000,000
Total Owner Investment	**$ 3,666,000**

Total Investment	$ 7,650,470
NPV as % of Tenant Investment	**19.8%**
NPV as % of Total Investment	**10.3%**
NPV of City Portion (20 years)	**$ 779,671.26**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Taxable Revenue	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000
Sales Tax	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%
Sales Tax	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**
Portion to TIF (50%)	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875
Portion to City	$ -	$ -	$ -	$ -	$ -	$ 21,149	$ 171,875	$ 171,875	$ 171,875	$ 171,875
50% Sales Tax Rebate	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 150,726				
Administrative Fee %	1%	1%	1%	1%	1%	1%				
Administrative Fee	**$ 1,719**	**$ 1,719**	**$ 1,719**	**$ 1,719**	**$ 1,719**	**$ 1,507**				
Net Sales Tax Rebate	**$ 170,156**	**$ 170,156**	**$ 170,156**	**$ 170,156**	**$ 170,156**	**$ 149,219**				
Cumulative Sales Tax Rebate	$ 170,156	$ 340,313	$ 510,469	$ 680,625	$ 850,781	**$ 1,000,000.00**				

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Taxable Revenue	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000	$ 25,000,000
Sales Tax	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%	1.375%
Sales Tax	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**	**$ 343,750**
Portion to TIF (50%)	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875
Portion to City	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875	$ 171,875
50% Sales Tax Rebate										
Administrative Fee %										
Administrative Fee										
Net Sales Tax Rebate										
Cumulative Sales Tax Rebate										

NPV of Net Sales Tax Rebate	**$ 821,953**

New leasehold improvements:	$ 3,384,470
New non-manufacturing machinery/equipment purchase:	$ 600,000
Total Investment	**$ 3,984,470**

White Boxing Cost	$ 1,666,000
Landlord's Tenant Improvements	$ 2,000,000
Total Owner Investment	**$ 3,666,000**

Total Investment	$ 7,650,470
NPV as % of Tenant Investment	**20.6%**
NPV as % of Investment	**10.7%**
NPV of City Portion (20 years)	**$1,141,136.79**

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Employees	41	41	41	41	41	41	41	41	41	41
Average Wage	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000	$ 85,000
Total Payroll	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**	**$ 3,485,000**
Earnings Tax %	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Earnings Tax	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**	**$ 34,850**
Payroll Expense Tax %	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Payroll Expense Tax	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**	**$ 17,425**
Payroll and Earnings Tax	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**	**$ 52,275**
Portion to TIF (50%)	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138	$ 26,138
Portion to City	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**	**$ 26,138**

NPV of net new taxes to the City	**$ 192,374**

BOARD BILL NUMBER 120
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.

(01/2017)

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 Project Investment will total approximately $7,650,470; 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 115
Introduced by Alderman Michael Browning
December 12, 2025

An ordinance, recommended by the Board of Estimate and Apportionment, appropriating funds totaling Five Million Dollars ($5,000,000) from those received into the City's Capital fund pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year for the purposes of funding capital maintenance and improvements to the City's flood wall as hereinafter detailed and containing an emergency clause.

BOARD BILL NUMBER 115 INTRODUCED BY ALDERMAN MICHAEL BROWNING

An ordinance, recommended by the Board of Estimate and Apportionment, appropriating funds totaling Five Million Dollars ($5,000,000) from those received into the City's Capital fund pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year for the purposes of funding capital maintenance and improvements to the City's flood wall as hereinafter detailed and containing an emergency clause.

WHEREAS, pursuant to **Ordinance Number 60419** as amended by **Ordinance Number. 61250** a total in excess of Five Million Dollars ($5,000,000) representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year received into the City's Capital Fund and is available for appropriation, and;

WHEREAS, the State of Missouri has appropriated Five Million Dollars ($5,000,000) in its budget for the fiscal year ending June 30, 2025 to the Mo. Department of Natural Resources for the purposes of funding the planning, design, maintenance and construction of flood wall improvements within the City of St. Louis with said spending to be contingent upon the City expending a matching amount on a dollar-for-dollar basis, and;

WHEREAS, the City has an identified need for improvements to its floodwall, and it is within the best interest of the City to appropriate the requisite matching funds to maximize the funds available to address these improvement needs, and;

WHEREAS, the Charter of the City of St. Louis, Article XVI, Section 6, authorizes appropriations when any accruing, unappropriated City revenue is available and whenever an appropriation exceeds the amount required for the purpose for which it has been made and when the Board of Estimate and Apportionment recommends the same.

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

SECTION ONE. FUND 1205 CAPITAL IMPROVEMENTS FUND

There is hereby appropriated and set apart out of funds allocated to the City's Capital Fund pursuant to **Ordinance Number 60419** as amended by **Ordinance Number 61250** representing a portion of the one-half of the operating balance of the General Fund from the preceding fiscal year a total of Five Million Dollars ($5,000,000) for the planning, design, maintenance and construction of flood wall improvements within the City of St. Louis.

SECTION TWO.

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

Summary
Board Bill Number 124
Introduced by Alderwoman Alisha Sonnier
January 9, 2026

This Board Bill recommended by the Board of Estimate and Apportionment authorizes the Commissioner of the Department of Health or her designee, on behalf of the City of St. Louis, to enter in the FY 2024 State Crisis Intervention Program Subaward Agreement to accept funds awarded; appropriates said funds in the amount of Two Hundred Fifty-Five Thousand One Hundred Fifteen Dollars and Sixty-Nine Cents ($255,115.69); authorizes the Department of Health to expend the appropriated funds for the allowed purposes; and contains an emergency clause.

BOARD BILL NUMBER 124 INTRODUCED BY ALDERWOMAN ALISHA SONNIER

An ordinance recommended by the Board of Estimate and Apportionment authorizing the Commissioner of the Department of Health or her designee, on behalf of the City of St. Louis, to enter in the FY 2024 State Crisis Intervention Program Subaward Agreement and to accept funds awarded; appropriating said funds in the amount of up to Two Hundred Fifty-Five Thousand One Hundred Fifteen Dollars and Sixty-Nine Cents ($255,115.69); and authorizing the Department of Health to expend the appropriated funds for allowed purposes; and containing an emergency clause.

WHEREAS, the State Crisis Intervention Program is administered by the U.S. Department of Justice, Office of Justice Programs, and Bureau of Justice Assistance; and

WHEREAS, the Crisis Intervention Program Grant is available to local governments through the Missouri Department of Public Safety; and

WHEREAS, the City of St. Louis has applied for and has been awarded the FY 2024 State Crisis Intervention Program Grant in the amount of Two Hundred Fifty-Five Thousand One Hundred Fifteen Dollars and Sixty-Nine Cents ($255,115.69) from the Missouri Department of Public Safety (the "CIPG Award").

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

SECTION ONE. The Commissioner of the Department of Health or her designee is hereby authorized, on behalf of the City of St. Louis, to enter into the FY 2024 State Crisis Intervention Program Subaward Agreement to accept the CIPG Award. Said Agreement shall be in substantially the same form as the State Crisis Intervention Program Subaward Agreement attached hereto as **Attachment A** and incorporated herein. The Commissioner of the Department of Health or her designee is hereby authorized to make, negotiate, and execute any and all contracts or other documents on behalf of the City as necessary or appropriate to receive the CIPG Award.

SECTION TWO. There is hereby appropriated the sum of up Two Hundred Fifty-Five Thousand One Hundred Fifteen Dollars and Sixty-Nine Cents ($255,115.69) in CIPG Award funds, solely to the extent received, for the purposes allowed under the State Crisis Intervention Program Subaward Agreement, which shall include funding for the Problem Properties Unit of the City Counselor’s office to add up to three full-time personnel (two social worker case managers – Client Service Coordinator I; and one full-time supervisory level social worker - Client Service Coordinator II). Said personnel shall be assigned tasks consistent with the authorized purpose of the CIPG Award, including but not limited to: developing processes and partnerships to connect both nuisance actors and those in crisis to risk factor mitigating resources; engaging nuisance offenders during the pre-arrest phase through pre-trial diversion; providing case management services in order to track the use of referrals as well as regularly evaluate the effectiveness of the Crisis Intervention Program on reducing re-offense among nuisance properties and offenders, where often times gun related violence occurs; and providing screening, assessment, referral, and follow-up services for people in crisis at the Special Assistance Docket, with an emphasis on successful diversion results. The Commissioner of the Department of Health or her designee is authorized and directed to oversee the administration of the CIPG Award, to transfer to the City Counselor’s Office the portion of the CIPG Award funds necessary to support the personnel added under this Section, and execute any other documents on behalf of the City to expend such funds, and to expend such funds for allowed purposes. The Comptroller is authorized and directed to issue warrants upon the City Treasury for payment of all expenditures authorized in this Section provided that such warrants do not exceed the total amount of funds appropriated by this Section.

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

BOARD BILL 124
FISCAL NOTE

Preparer's Name Craig Schmid

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

Bill Sponsor Alderwoman Sonnier

Bill Synopsis:	This Board Bill authorizes the Department of Health (the "DOH") to accept a State Crisis Intervention Program Grant (CIPG) award of up to $255,115.69 from the Missouri Department of Public Safety for the purpose of working with the Law Department of the City of St. Louis to hire three (3) full-time personnel (two (2) social worker case managers – Client Service Coordinator I; and one (1) full-time supervisory master's level social worker - Client Service Coordinator II) who will develop processes and partnerships to connect both nuisance actors and those in crisis to risk factor mitigating resources, engaging nuisance offenders during the pre-arrest phase through pre-trial diversion; appropriating such funds to the Department of Health; authorizing the expenditure of such funds to fulfill the obligations of said grant; authorizing contracts and other documents to expend such funds, to the extent received; and containing an emergency clause
Type of Impact:	This is a State Crisis Intervention Program Grant award of up to $255,115.69 from the Missouri Department of Public Safety for the purpose of working with the Law Department of the City of St. Louis to hire three (3) full-time personnel (two (2) social worker case managers – Client Service Coordinator I; and one (1) full-time supervisory master's level social worker - Client Service Coordinator II) who will develop processes and partnerships to connect both nuisance actors and those in crisis to risk factor mitigating resources, engaging nuisance offenders during the pre-arrest phase through pre-trial diversion; provide case management in order to track the use of referrals as well as regularly evaluate the effectiveness of this program on reducing re-offense among nuisance properties and offenders, where often times gun related violence occurs; and provide screening, assessment, referral, and follow-up services for people in

	crisis at the Special Assistance Docket, with an emphasis on successful diversion results
Agencies Affected:	Department of Health (the "DOH") and Department of Law (the "DOL")

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
  Costs covered entirely by CIPG award
- An undertaking of a new service for which no funding is provided in the current adopted city budget? _X___Yes __No
  Costs covered entirely by CIPG award
- A commitment of city funding in the future under certain specified conditions? ____Yes X___No
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___Yes X____No
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___Yes X____No
- A capital improvement project that increases operating costs over the current adopted city budget? ____Yes X___No
- A capital improvement project that requires funding not approved in the current adopted city budget or that will require funding in future years? ____Yes X___No

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

SECTION B

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

____
____
____
____
____

- Is the bill estimated to have a direct fiscal impact on any city department or office?
____Yes X___No

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

____
____
____
____
____

- Does the bill create a program or administrative subdivision? ____Yes X____No

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

____
____
____
____
____

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

____
____
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____

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

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

- Describe any assumptions used in preparing this fiscal note:
  Acceptance and expenditure of grant funds for the purposes authorized only.
  ____
  ____
  ____
  ____
  ____

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

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

MIKE KEHOE
Governor

MARK S. JAMES
Director

Lewis & Clark State Office Bldg.
Mailing Address: P.O. Box 749
Jefferson City, MO 65101-0749
Telephone: (573) 751-4905
Fax: (573) 751-5399

STATE OF MISSOURI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE DIRECTOR

October 27, 2025

Darlene Green, Comptroller
Department of Health - City of St. Louis
1520 Market St.
St. Louis, Missouri 63103

Award Number: 15PBJA-24-GG-02925-BSCI-02
Award Amount: $255,115.69

Dear Ms. Green:

Thank you for applying for the FY 2024 State Crisis Intervention Program (SCIP). Your application has been approved for funding as listed above.

Enclosed is the FY 2024 SCIP Subaward Agreement. The Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) asks you to carefully review and sign the documentation provided. By signing the Subaward Agreement and initialing each page of the Articles of Agreement and Special Conditions, you are certifying your acceptance of the agreement conditions. Once signed and initialed, please return the documents to our office via email.

Should you have questions or need additional information, do not hesitate to contact Maggie Glick at (573) 526-3510 or Maggie.Glick@dps.mo.gov.

Sincerely,

Joni McCarter

Joni McCarter, Program Manager
Missouri Department of Public Safety
Office of Homeland Security

SUBAWARD AGREEMENT

P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

DATE 10/27/2025				
FEDERAL IDENTIFICATION NUMBER 15PBJA-24-GG-02925-BSCI			CONTROL NUMBER 02	
SUBRECIPIENT NAME Department of Health - City of St. Louis			UEI Number GQFJWBEUYBU1	
ADDRESS 1520 Market St.				
CITY St. Louis		STATE Missouri	ZIP CODE 63103	
TOTAL AMOUNT OF THE FEDERAL AWARD $255,115.69		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION $255,115.69		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT $255,115.69		TOTAL APPROVED COST SHARING OR MATCHING $0.00		
PROJECT PERIOD FROM 10/01/2025	PROJECT PERIOD TO 06/30/2027	FEDERAL AWARD DATE 09/26/2024		
PROJECT TITLE FY 2024 SCIP - Department of Health - City of St. Louis		FUNDED BY FY 2024 State Crisis Intervention Program (SCIP)		
FEDERAL AWARDING AGENCY Department of Justice	PASS THROUGH ENITITY Missouri Department of Public Safety	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☐ NO ☒ AMOUNT	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 16.738		METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement		

CONTACT INFORMATION

DPS GRANT SPECIALIST	SUBRECIPIENT PROJECT DIRECTOR	
NAME Maggie Glick	NAME Matifadza Hlatshwayo Davis, Director of Health	
E-MAIL ADDRESS Maggie.Glick@dps.mo.gov	ADDRESS (If different from above) 1520 Market St.	
TELEPHONE (573) 526-3510	CITY, STATE AND ZIP CODE St. Louis, Missouri 63103	
PROGRAM MANAGER Joni McCarter	TELEPHONE 314-657-1290	E-MAIL ADDRESS hlatshwayo-davism@stlouis-mo.gov

SUMMARY DESCRIPTION OF PROJECT

Prevent or reduce crime and violence, with a particular focus on gun related violence and the programs and initiatives that target the risk factors that are likely to lead to this kind of violence. The funding will provide funding for communications, education and awareness for outreach to communities for state agencies regarding the creation and/or implementation of state crisis intervention court proceedings, and related gun violence reduction programs/initiatives.

AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Mark S. James, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Darlene Green, Comptroller	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

Article 1 – Applicability of Part 200 Uniform Requirements
The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this subaward from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the subaward that the subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which subrecipient must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that a subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the subrecipient is to contact the DPS/OHS/OJP promptly for clarification.

Article 2 – Assessments, National Evaluation Efforts, or Information or Data Collection
The subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Article 3 – Authorized Representative
The subrecipient understands that, in accepting this subaward, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the subaward on behalf of the subrecipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this subaward. The subrecipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the subaward without first ensuring that the individual has the requisite legal authority.

Article 4 – Avoidance of Duplication of Networks
To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Article 5 – Behavioral Health Crisis Care Program
The subrecipient understands and agrees to operate any behavioral health crisis care program funded under this subaward in accordance with the Substance Abuse and Mental Health Services

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Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisiscare-02242020.pdf.

Article 6 - Body Armor – Compliance with NIJ Standards and Other Requirements
Ballistic-resistant and stab-resistant body armor purchased with subaward funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor. In addition, if the subrecipient uses funds under this subaward to purchase body armor, the subrecipient must have a “mandatory wear” policy for all uniformed officers while on duty. The subrecipient will be required to forward a copy of such policy to the DPS/OHS at the time of claim submission.

Article 7 – Compliance with 28 C.F.R. Part 23
With respect to any information technology system funded or supported by funds under this subaward, the subrecipient must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the subrecipient may be fined as per 34 U.S.C. 10231(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

Article 8 - Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)
The subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this subaward, the subrecipient is to contact the DPS/OHS for guidance.

Article 9 – Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events
The subrecipient, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing

the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this subaward appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Article 10- Compliance with DOJ Grants Financial Guide
References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://www.ojp.gov/financialguide/DOJ/Indes.htm), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

Article 11 – Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 C.F.R. Part 38
The subrecipient, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to subrecipients that are faith-based or religious organizations.

Subrecipients that provide social services under this subaward must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Article 12 – Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination- 28 C.F.R. Part 42
The subrecipient, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered subrecipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Article 13 – Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 C.F.R Part 54
The subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered subrecipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Article 14 – Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds (FY2024)
The subrecipient, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations act are indicated at https://www.ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of an appropriations-law restriction, the subrecipient is to contact the DPS/OHS/OJP for guidance, and may not proceed without the express prior written approval of the DPS/OHS/OJP.

Article 15 – Compliance with National Environmental Policy Act and Related Statues
Upon request, the subrecipient must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these subaward funds, directly by the subrecipient. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the subaward, the subrecipient agrees to contact BJA.

The subrecipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these subaward funds. That is, as long as the activity is being conducted by the subrecipient, or any third party, and the activity needs to be undertaken in order to use these subaward funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

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d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Subrecipient's Existing Programs or Activities: For any of the subrecipient's or its subrecipients' existing programs or activities that will be funded by these subaward funds, the subrecipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Article 16 – Compliance with Restrictions on the Use of Federal Funds—Prohibited and Controlled Equipment Under OJP Subawards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this subaward for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this subaward to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Subaward condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP subawards) and are incorporated by reference here.

Article 17 – Confidentiality of Data

The subrecipient must comply with all confidentiality requirements of 34 U.S.C.10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of subaward approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Article 18 – Cooperating with OJP Monitoring

The subrecipient agrees to cooperate with OJP monitoring of this subaward pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this subaward and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The subrecipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this subaward. Further, the subrecipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the subrecipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the subrecipient's access to subaward funds; referral to the DOJ OIG for audit review; designation of the subrecipient as a DOJ High Risk grantee; or termination of a subaward(s).

Article 19 – Data Collection
The subrecipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

Article 20 - Determination of suitability to Interact with Participating Minors
This condition applies to this subaward if it is indicated – in the application for the subaward (as approved by DOJ/DPS/OHS), the DOJ/DPS/OHS funding announcement (solicitation), or an associated federal statute – that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm. (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Article 21 – Drug Courts
All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the subrecipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on subaward funds or suspension/termination of the grant subaward agreement.

Article 22 – Effect of Failure to Address Audit Issues
The subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold subaward funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Article 23 – Employment Eligibility Verification for Hiring Under the Subaward
1. The subrecipient must—

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with subaward funds, the subrecipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the subrecipient who are or will be involved in activities under this subaward of both--
(1) this subaward requirement for verification of employment eligibility, and
(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the subaward requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the subaward (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this subaward condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, subaward funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process for purposes of this condition, persons "who are or will be involved in activities under this subaward" specifically includes (without limitation) any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with subaward funds.

B. Employment eligibility confirmation with E-Verify for purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with subaward funds.

C. “United States" specifically includes the District of Columbia, Puerto Rico, Guam the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at EVerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to the DPS/OHS, before subaward acceptance.

Article 24 – Encouragement of Policies to Ban Text Messaging While Driving
Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Article 25 – ERPO Certification
Byrne SCIP subrecipients who plan to use funding to support ERPO programs must submit a principal legal officer signed Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) (Extreme-Risk Protection-Order Programs), certifying that the extreme risk protection-order program to be funded satisfies each of the listed requirements prior to the use of grant funds for ERPO programs.

Article 26 – Extreme Risk Protection Programs
Extreme risk protection programs funded under this subaward must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full

protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Article 27 – Justice Information Sharing
Information sharing projects funded under this subaward must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subrecipient must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The subrecipient must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Article 28 – Justification of Consultant Rate
Approval of this subaward does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Article 29 – Limit on Use of Grant Funds for Grantees' Employees' Salaries
With respect to this subaward, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the subrecipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (A subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this subaward may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this subaward is made.

Article 30 - Meaningful Access Requirement for Individuals with Limited English Proficiency
The subrecipient must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against Nation Origin discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (http://www.federalregister.gov/d/02-15207) and is incorporated by reference.

Article 31 – Medication-Assisted Treatment (MAT)
Regarding medication-assisted treatment (MAT), the subrecipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Article 32 – OJP Training Guidance Principles
Any training or training materials that the subrecipient develops or delivers with OJP subaward funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Article 33 – Potential Imposition of Additional Requirements
The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this subaward, if the subrecipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

Article 34 – Protection of Human Research Subjects
The subrecipient must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Article 35 – Publications
Any written, visual, or audio publications funded in whole or in part under this subaward, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> subawarded by the Missouri Department of Public Safety, Office of Homeland Security, DPS Grants and the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the DPS/OHS or of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Article 36 – Reclassification of Various Statutory Provisions to a New Title 34 of the United States Code
On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent

to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this subaward document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in subaward conditions, references set out in material incorporated by reference through subaward conditions, and references set out in other subaward requirements.

Article 37 - Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct
The subrecipient, must promptly refer to the DPS/OHS/DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this subaward-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this subaward, should be reported to the DPS/OHS/OIG by—(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select “Submit Report Online”); (2) mail directed to: U.S. Department of Justice, Office of Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington DC 20530 and the Missouri Department of Public Safety, Office of the Director, Attn: DPS Grants, 1101 Riverside Drive, Jefferson City, MO 65102-0749 and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 and DPS/OHS Fax at (573) 526-9012.

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Article 38 – Requirement for Data on Performance and Effectiveness Under the Award
The subrecipient must collect and maintain data that measure the performance and effectiveness of work under this subaward. The data must be provided to the DPS/OHS in the manner (including within the timeframes) specified by DPS/OHS in the program Notice of Funding Opportunity (NOFO) or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Article 39 – Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate subaward)
The subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of subrecipients or individuals defined (for purposes of this conditions) as “employees” of the subrecipient.

The details of the subrecipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate subaward)), and are incorporated by reference here.

Article 40 – Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)
The subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the DPS/OHS no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Article 41 – Requirement to Report Potentially Duplicative Funding
If the subrecipient currently has other active subawards of federal and/or state funds, or if the subrecipient receives any other award of federal and/or state funds during the period of performance for this subaward, the subrecipient promptly must determine whether funds from any of those other federal and/or state subawards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this subaward. If so, the subrecipient must promptly notify the DPS/OHS in writing of the potential duplication, and, if so requested by the DPS/OHS subawarding agency, must seek a budget-modification or change-of-project-scope Subaward Adjustment – Budget Revision to eliminate any inappropriate duplication of funding.

Article 42 – Requirements Related to System for Award Management and Universal Identifier Requirements
The subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The subrecipient also must comply with applicable restrictions on subawards to first-tier subgrantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to a subaward to an individual who received the subaward as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Article 43 – Requirements of the Subaward; Remedies for Non-Compliance or for Materially False Statements
The conditions of this subaward are material requirements of the subaward. Compliance with any assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance also is a material requirement of this subaward.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the subaward. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular subaward conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the subaward.

By signing and accepting this subaward on behalf of the subrecipient, the authorized subrecipient official accepts all material requirements of the subaward, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the subrecipient that relate to conduct during the period of performance.

Failure to comply with one or more subaward requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the subaward period -- may result in OJP taking appropriate action with respect to the subrecipient and the subaward. Among other things, the OJP may withhold subaward funds, disallow costs, or suspend or terminate the subaward. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this subaward (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this subaward be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this subaward.

Article 44 – Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters
No subrecipient under this subaward, or entity that receives a procurement contract or subcontract with any funds under this subaward, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (In accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this subaward, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward, the subrecipient—

   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds, will provide prompt written notification to the federal agency making this subaward, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the subrecipient does or is authorized under this subaward to make subawards ("subgrants"), procurement contracts, or both

   a. it represents that—

      i. it has determined that no other entity that the subrecipient's application proposes may or will receive subaward funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this subaward is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds to or by that entity, will provide prompt written notification to the state agency making this subaward, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Article 45 – Restrictions on “Lobbying”
In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact the DPS/OHS for guidance, and may not proceed without the express prior written approval of the DPS/OHS.

Article 46 – Submission of Eligible Records Relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the subrecipient uses this subaward to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or state law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the subrecipient, if applicable must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the subrecipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Article 47 – Subrecipient Integrity and Performance Matters: Requirement to Report Information on Certain Civil, Criminal, and Administrative Proceedings to SAM and FAPIIS
The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are

required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS"). The details of subrecipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Subaward condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS) and are incorporated by reference here.

Article 48 – UAS/UAV
The subrecipient agrees that no funds under this grant subaward may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Article 49 – Missouri Department of Public Safety, Office of Homeland Security (DPS/OHS), DPS Grants, Specific:

a) **Allowable Costs:** The subrecipient understands that only allowable and approved expenditures will be reimbursed under this subaward. These monies may not be utilized to pay debts incurred by other activities. The subrecipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The subrecipient also agrees to expend funds no later than the end of the period of performance. (Funds are considered to be expended when payment is made.) Any funds not properly obligated and/or expended will lapse. Any deviation from the approved subaward must have prior approval from the DPS/OHS. The subrecipient shall fully coordinate all activities in the performance of the project with those of the DPS/OHS. The subrecipient certifies that all expendable and non-expendable property purchased funds under this subaward shall be used for approved project purposes only.

b) **Body-Worn Camera Policy:** The subrecipient understands, if monies are requested and subawarded for the purchase of body-worn cameras, the law enforcement agency must have written policies and procedures in place related to equipment usage, data storage and access, privacy considerations, training, etc. The subrecipient will be required to forward a copy of such policy(s) the DPS/OHS at the time of claim submission.

c) **Buy American:** The subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Missouri Domestic Products Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American Act mandate in Section 34.353 RSMo are met.

d) **Buy Missouri:** The subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

e) **Change in Personnel:** The subrecipient agrees to notify, within a timely manner, the DPS/OHS if there is a change in or temporary absence as it affects the ‘My Profile’ module and the ‘Contact Information’ component within WebGrants. The notification shall be sent as a Subaward Adjustment – Program Revision through the ‘Subaward Adjustment’ component of WebGrants.

f) **Compliance Workshop:** As a subrecipient of federal and/or state funds, the subrecipient is required to participate in any applicable Compliance Workshop hosted by the DPS/OHS. The Compliance Workshop may be hosted as a webinar to provide post-award information to include, but not limited to, subaward acceptance, project implementation, reporting requirements, subaward changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.

g) **Contractual Services:** For contractual services the following requirements will be followed when subcontracting for work or services contained in this grant subaward:

   i. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation, and length of time over which the services will be provided.
   ii. A copy of any contractual agreement made as a result of this award must be forwarded to the DPS/OHS for review or be readily available for review prior to the execution of the contract.

h) **Criminal Activity:** The subrecipient assures to formally report to the DPS/OHS within 48 hours of notification if an individual funded, in whole, or in part, under this subaward is arrested for or formally charged with a misdemeanor or felony regardless of if the criminal offense is related to the individual’s employment. The DPS/OHS reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

i) **Data Reporting Requirements:** The subrecipient agrees to complete and submit any data or statistical reports required for this program. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

j) **Discrimination in Public Accommodations:** The subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.

k) **Duplication of Networks:** The subrecipient assures that all equipment/software requested and purchased under this subaward must be compatible with the statewide system. All software, if applicable, must be compatible with the statewide criminal records system. All communication devices, if applicable, must be capable of operating in accordance with the guidelines established by the Missouri Interoperability Center.

l) **DPS Financial and Administrative Guide:** The subrecipient agrees to follow the grant program guidelines as stated in the DPS Financial and Administrative Guidelines as well as Information Bulletins released by the DPS/OHS to provide important updates, clarifications and policy statements related to the DPS/OHS Grants programs.

m) **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

n) **Enforceability:** If a subrecipient fails to comply with all applicable federal and/or state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the subaward, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.

o) **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this subaward is no longer needed for the original project or program or for other activities currently or previously supported by the DPS/OHS, you must request instructions from DPS/OHS to make proper disposition of the equipment following the DPS Financial and Administrative Guide.

p) **Fair Labor Standards Act:** All subrecipients of state and/or federal funds will comply with the minimum wage and maximum hour's provisions of Section 290.502 RSMo**.**

q) **Federal Equitable Sharing Funds:** The subrecipient assures, where the project agency is a law enforcement agency, its law enforcement agency is in compliance with the state provisions of Section 513.653 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds therefrom to the Missouri State Auditor.

r) **Financial Reporting Requirements:** The subrecipient agrees to complete and submit any financial reports required for this program as requested by the Grant Specialist. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the subaward.

s) **Fund Availability:** The subrecipient understands all subawards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal and/or state sources are not appropriated and continued at an aggregate level sufficient to cover the costs under this subaward, or in the event of a change in federal and/or state law relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. The subrecipient further understands and agrees that neither the DPS/OHS nor the State of Missouri shall be liable for any costs, injuries, or other damages, liquidated or otherwise, caused by or related to a lack of funds or withholdings.

t) **Governing Directives:** The subrecipient assures that it shall comply, and all its subcontractors/subrecipients as applicable shall comply, with the applicable provisions of the Notice of Funding Opportunity, the “DPS Financial and Administrative Guide”, the “DPS Subrecipient Travel Guidelines”, Information Bulletins released by the DPS/OHS, and other applicable state laws or regulations.

u) **Grant Reporting:** Performance Measurement Tool (PMT) reports are required to be submitted quarterly at http://bja.oja.gov.

v) **Interoperability Equipment:** To meet SAFECOM requirements all radios must comply with the Missouri Department of Public Safety, Office of the Director, DPS Grants Radio Interoperability Guidelines located at https://dps.mo.gov/dir/programs/ohs/documents/radio-interoperability-guidelines.pdf. The Missouri Interoperability Center will review all communications equipment to ensure they comply with the Radio Interoperability Guidelines.

w) **Law Enforcement Agency Requirements:** Law enforcement agencies must be compliant with the requirements listed below and must maintain compliance throughout the period of performance.

i. **Section 43.505 RSMo - Uniform Crime Reporting (UCR):** Pursuant to Section RSMo 43.505.3, each law enforcement agency in the state shall: (1) Submit crime incident reports to the department of public safety on forms or in the format prescribed by the department; and (2) Submit any other crime incident information which may be required by the department of public safety. Law enforcement agencies will be considered non-compliant if they have not

AUTHORIZED OFFICIAL INITIALS

submitted MIBRS reports for three or more months in the previous twelve months.

ii. **Section 590.650 RSMo - Vehicle Stops Report:** Pursuant to Section 590.650.3 RSMo, each law enforcement agency shall compile the data described in subsection 2 for the calendar year into a report to the attorney general and each law enforcement agency shall submit the report to the attorney general no later than March first of the following calendar year.

iii. **Section 590.1265 RSMo - Police Use of Force Transparency Act of 2021:** Pursuant to Section 590.1265 RSMo, each law enforcement agency shall report data submitted under subsection 3 of this section to the department of public safety. Law enforcement agencies will be considered non-compliant if they have not submitted Use of Force reports for three or more months in the previous twelve months.

iv. **Section 43.544 RSMo - Written Policy on Forwarding Intoxication-Related Traffic Offenses:** Pursuant to Section 43.544.1 RSMo, each law enforcement agency shall adopt a policy requiring arrest information for all intoxication-related traffic offenses be forwarded to the central repository as required by Section 43.503 RSMo.

v. **Section 590.030 RSMo - Rap Back Program Participation:** Pursuant to Section 590.030 RSMo, all law enforcement agencies shall enroll in the state and federal Rap Back programs on or before January 1, 2022 and continue to remain enrolled. The law enforcement agency shall take all necessary steps to maintain officer enrollment for all officers commissioned with that agency in the Rap Back programs. An officer shall submit to being fingerprinted at any law enforcement agency upon commissioning and for as long as the officer is commissioned with that agency.

vi. **Section 590.700 RSMo - Custodial Interrogations:** Pursuant to Section 590.700.4 RSMo, each law enforcement agency shall adopt a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2.

vii. **Death in Custody Reporting Act (DCRA):** Death in Custody Reporting Act (DCRA) - The Death in Custody Reporting Act of 2013 (DCRA; Pub. L. No. 113-242) requires states to report to the Attorney General information regarding the death of any person who is detained, under arrest, or in the process of being arrested, en route to be incarcerated, or incarcerated at a municipal or county jail, state prison, state-run boot camp prison, boot camp prison that is contracted by the state, any state or local contract facility, or other local or state correctional facility (including any juvenile facility). State Administrative Agencies (SAAs) are responsible for collecting data on a quarterly basis from local entities including local jails, law enforcement agencies, medical examiners, and other state agencies. If an agency experiences a death in custody, timely submission of the information on the Death in Custody Reporting Act data collection template is requested to be sent to dpscjle@dps.mo.gov or via fax to (573) 526-9012. Examples of reportable and non-reportable death in custody scenarios can be found at https://dps.mo.gov/dir/programs/dpsgrants/dcra.php.

Death Occurred	DCRA due to MO DPS
January - March	April 15
April - June	July 15
July- September	October 15
October - December	January 15

x) **License Plate Readers (LPRs):** Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

i. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.

ii. Prior to purchasing LPR services, the agency should verify the vendor's MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.

iii. Share LPR data through the MoDEx process with statewide sharing platforms (i.e., MULES).

iv. Enable LPR data sharing with other Missouri Law Enforcement agencies and enforcement support entities within the selected vendor's software. Examples include, but are not limited to fusion centers, drug task forces, special investigation units, etc.

v. Connect to the Missouri State Highway Patrol's Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plater Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.

vi. Agency shall have a license plate reader policy and operation guideline prior to the implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

vii. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

y) **Lobbying:** The subrecipient understands and agrees that state funds cannot be used, either directly or indirectly, to support or oppose enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

z) **Monitoring:** The subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the subrecipient assures that all documentation or records relating to this subaward shall be made available to monitoring representatives of the DPS/OHS, the Office of Missouri State Auditor, or any of their authorized representatives immediately upon request. The subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the DPS/OHS shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this subaward.

aa) **Non-Disclosure Agreements:** The subrecipient assures that it will not prohibit or otherwise restrict, or purport to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to the DPS/OHS or other agency authorized to receive such information.

In accepting this subaward, the subrecipient:

i. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
ii. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to exercise agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of subaward funds, will provide prompt written notification to the DPS/OHS, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by the DPS/OHS.

bb) **Non-Supplanting:** The subrecipient assures that federal and/or state funds made available under this subaward will not be used to supplant other federal, state, or local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.

cc) **Procurement:** The subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the subrecipient assures that all procurement transactions will meet the minimum standards set forth in the “DPS Financial and Administrative Guidelines” and identified here:

i. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.

ii. Purchases to a single vendor totaling less than $10,000 may be purchased with prudence on the open market.

iii. Purchases estimated to total between $10,000 but less than $100,000 to a single vendor, must be competitively bid, but need not be solicited by mail or advertisement.

iv. Purchases with an estimated total of $100,000 or over to a single vendor shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.

v. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.

vi. Sole source procurement on purchases to a single vendor of $10,000 and over requires prior approval from the DPS/OHS.

dd) **Reimbursement:** Expenditures shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the subaward was approved.

ee) **Relationship:** The subrecipient agrees that it will represent itself to be an independent subrecipient offering such services to the general public and shall not represent itself or its employees to be employees of the DPS/OHS. (This provision is not applicable to the Missouri Department of Public Safety or any of its divisions or programs.) Therefore, the subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.

ff) **Release of Funds:** The subrecipient acknowledges no funds will be disbursed under this subaward until such time as all required documents are signed by the subrecipient Authorized Official and returned to the DPS/OHS for final review and signature by the Director or his/her designee.

gg) **Subaward Adjustments:** The subrecipient understands that any deviation from the approved subaward must have prior approval from the DPS/OHS. No additional funding shall be awarded to a subrecipient (unless specifically notified by the DPS/OHS of additional funding being awarded) but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the 'Subaward Adjustment' component of WebGrants.

hh) **Subaward Document Changes:** In the event DPS/OHS determines that changes are necessary to the subaward document after the subaward has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the subaward.

ii) **Supplies/Operations:** Expenditures for equipment and supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.

jj) **Suspension/Debarment:** The subrecipient acknowledges, pursuant to debarment and suspension regulations implemented at 1 CSR 40-1.060, and to other related requirements, that the State does not consider bids submitted by a suspended or debarred vendor. The subrecipient therefore certifies that it will not consider bids submitted by a suspended or debarred vendor for procurements made as a result of this subaward.

kk) **Suspension/Termination of Subaward:** The DPS/OHS reserves the right to suspend or terminate any contract entered into as a result of this subaward at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of suspension or termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the subaward shall, at the option of the DPS/OHS, become property of the State of Missouri. The subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

ll) **Time Records Requirement:** The subrecipient assures that, all project personnel funded through this subaward will maintain timesheets that detail 100% of their time along with the activities/services provided. The timesheets must be signed by both the employee and the appropriate approving official. These timesheets must be provided to the DPS/OHS at the time of claim submission.

mm) **Unlawful Employment Practices:** The subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.

Summary
Board Bill Number 116
Introduced by Alderman Shane Cohn
December 12, 2025

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the “First Amendment to News/Gift Specialty Concession Agreement” (AL-212). This Board Bill contains a severability clause.

BOARD BILL NUMBER 116 INTRODUCED BY ALDERMAN SHANE COHN

An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the "First Amendment to First Amendment to News/Gift Specialty Retail Concession Agreement AL-212," originally authorized by Ordinance Number 69270, between the City and HG-St. Louis JV; and containing a severability clause.

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

SECTION ONE. The Director of Airports and Comptroller of the City of St. Louis (the "City"), are hereby authorized and directed to enter into and execute on behalf of the City the "First Amendment to News/Gift Specialty Retail Concession Agreement AL-212", originally authorized by Ordinance Number 69270, between the City and HG-St. Louis JV, attached hereto as **Exhibit 'A'** and made a part hereof.

SECTION TWO. The terms, covenants, and conditions set forth in this Ordinance are applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and are not applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance will be of no force of effect as to the agreements, documents, or instruments approved or authorized by this Ordinance.

SECTION THREE. The sections or provisions of this Ordinance or portions thereof are severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional, or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional, or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Board Bill Number 116
Exhibit A

HG-ST. LOUIS JV

FIRST AMENDMENT TO NEWS/GIFT SPECIALTY RETAIL CONCESSION AGREEMENT

AL#-212

AL#-212

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
FIRST AMENDMENT TO CONCESSION AGREEMENT
NEWS/GIFT SPECIALTY RETAIL

THIS FIRST AMENDMENT, ("First Amendment") made and entered into as of the ___ day of _____________, 2025, by and between The CITY OF ST. LOUIS (**"City"**), a municipal corporation of the State of Missouri and owner and operator of the St. Louis Lambert International Airport, and HG-ST. LOUIS JV (**"Concessionaire"**), a corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-212 dated December 5, 2012 (the **"Agreement"**).

WITNESSETH THAT:

WHEREAS, the City and Concessionaire desire to amend the Agreement to their mutual benefit;

WHEREAS, design and construction and Refurbishment of Improvements will require Concessionaire to invest or cause to be invested not less than Three Million Five Hundred Thousand Dollars ($3,500,000.00) and Concessionaire has agreed to commit to such investment; and

WHEREAS, BY THIS First Amendment, Concessionaire waives all rights to any and all reimbursements and compensation from the City for the depreciated value of existing improvements and non-expendable equipment at the Airport.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Concessionaire agree as follows:

Section 1.

The Effective Date of this First Amendment shall be February 1, 2026.

Section 2.

The parties hereto agree that the capitalized terms used in this First Amendment will have the same meaning as defined in the Agreement, unless otherwise expressly defined herein.

Section 3.

Section 101 of the Agreement, entitled "Definitions" is hereby amended by adding the following new definitions:

"**"Airport Development Project"** or **"ADP"** shall mean the possible development and construction program consisting of a new, consolidated, double-loaded concourse that will replace the Airport's current terminal complex, and which, if pursued, will necessitate the removal of the

Concessionaire's A, C, and D Concourse Premises from the Agreement prior to the Expiration Date of the Agreement."

""**ADP Notice**" shall mean the written notice provided by the City to Concessionaire of the initiation of the Airport Development Project and providing the Concessionaire with an effective date for the closure of its Premises located on the Airport's A Concourse, and the permanent deletion of those Premises from the Agreement (see Section 201)."

Section 4.

Section 201 of the Agreement is hereby deleted and replaced with the following:

"SECTION 201. PREMISES. City hereby permits the Concessionaire to install, maintain and operate at the locations on Airport property including the Airport Terminals and Concourses in accordance with rights granted under Section 301 entitled "Rights", as described in **Exhibit A**, attached hereto and made a part hereof. The rights granted in Section 301 hereof may only be exercised within the Premises.

The Director has the right to add, substitute, relocate or remove portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, actual, incidental, consequential or special damages resulting from these changes to the Premises.

Concessionaire acknowledges that the City is considering the Airport Development Project that if initiated will delete the Concessionaire's current A and C Concourse Premises, as well as any future improvements made by Concessionaire as contemplated under this First Amendment and the Redevelopment Plan on the C and D Concourses, prior to the Expiration Date of the Agreement.

Concessionaire accepts the Premises "**AS IS**" with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its officers, employees, agents or representatives. City without limitation expressly disclaims and negates as to the Premises any implied or expressed warranty for a particular purpose and any expressed or implied warranty with the respect to the Premises or any portion thereof and the use or condition of the Premises."

Section 5.

Section 401 of the Agreement, entitled "Initial Term" is hereby deleted in its entirety and replaced with the following new Section 401:

"SECTION 401. TERM. The Term of the Agreement shall begin on the Commencement Date and end on the Expiration Date as written below, unless sooner terminated in accordance with other Provisions of this Agreement:

Commencement Date: February 1, 2013

Expiration Date: January 31, 2031"

Section 6.

Section 502 of the Agreement, entitled "Concession Fees" is hereby amended by adding the following new paragraph:

Notwithstanding the foregoing, beginning upon the first day of the month following the closing of Concessionaire's C and D Concourse Premises pursuant to the City's Airport Development Project, the Minimum Annual Guarantee shall be Three Million Dollars ($3,000,000) annually."

Section 7.

Exhibit "A" entitled "Premises" is hereby deleted in its entirety and replaced by the attached new Exhibit "A," which is attached hereto and incorporated herein.

Section 8.

The new Exhibit "C-1" entitled "Redevelopment Plan" is hereby attached hereto and incorporated herein.

Section 9.

Section 623 of the Agreement, entitled "Merchandise Limitations" is hereby amended to remove "Perishable Snack Items, Electronics and/or Music, and Duty Free Items" from the list of prohibited items.

Section 10.

Article VII of the Agreement, entitled "Construction by Concessionaire" is hereby amended by adding the following new Sections713 entitled "Redevelopment Plan," and Section 714 entitled "Redevelopment Plan Reinvestment:"

"SECTION 713. REDEVELOPMENT PLAN. Concessionaire has submitted and the City has approved, the Redevelopment Plan, which includes a tenant concept and merchandising plan for certain units contained within the Premises and the addition of temporary mobile retail fixtures, which is attached hereto as **Exhibit "C-1**" and incorporated herein. The Concessionaire shall implement the Redevelopment Plan in cooperation with the City's Airport Development Project and in accordance with and subject to the Provisions of this Agreement (see Section 714 entitled "Redevelopment Plan Reinvestment"). Concessionaire, in accordance with the Redevelopment Plan, shall provide, to the maximum extent feasible, continuous service to the traveling public in all parts of the Airport. Concessionaire acknowledges and agrees that temporary retail facilities may be required at certain times and locations during ADP-related construction, and that the location and nature of such temporary facilities is subject to final approval by the City. In addition, Concessionaire agrees that any temporarily closed news, gift and specialty retail locations shall have professional signage covering the storefronts with "coming soon" or similar information, as it is available, and/or information and directions on locations providing similar products within reasonable walking distance.

Any deviations in the implementation of or modification to the Redevelopment Plan shall require the Director's prior written approval. Concessionaire and City acknowledge and agree that the parties may agree to amend or modify Exhibit "C-1" entitled "Redevelopment Plan" without a formal amendment to this Agreement. The Director, on behalf of the City and in the best interest of the City and the traveling public, is hereby authorized to make such changes or modifications."

"Section 714. Redevelopment Plan Reinvestment. Concessionaire covenants, warrants, represents, and agrees that the Concessionaire shall expend or cause to be expended for Build-Out Costs not less than **Three Million Five Hundred Thousand Dollars** (**$3,500,000.00**) (the "**Redevelopment Plan Reinvestment Requirement**") in pursuit of the Redevelopment Plan attached as Exhibit C-1. Concessionaire shall complete or cause to be completed all New Improvements and Refurbishments subject to and in accordance with the Provisions of this Agreement. Concessionaire's Build-Out in accordance with the Redevelopment Plan shall be completed no later than **TBD** unless delayed or postponed at the Director's written direction.

Concessionaire shall furnish the Director with satisfactory proof of Build-Out Costs for each unit within one hundred eighty (180) days following completion of work to the Premises. This proof of Build-Out Costs must include, at a minimum, an itemized account of all included costs, supported by paid invoices (copies to be provided only if specifically requested by the Director) and certified as accurate by an officer of Concessionaire. Concessionaire shall also promptly provide to the Director any other proof or documentation reasonably requested by Director to insure compliance with the Provisions of this Article VII.

Concessionaire is encouraged by City to productively expend the entire Redevelopment Plan Reinvestment Requirement; however, in the event Concessionaire's actual expenditures for Build-Out Costs are less than the Redevelopment Plan Reinvestment Requirement, the difference shall become due and payable to City within thirty (30) days after the receipt of an invoice for such difference from City."

Section 12.

Article XV of the Agreement, entitled "Miscellaneous Provisions" is hereby amended by adding the following new Section 1530 entitled FAA Non-Discrimination:

"SECTION 1530. FAA NON-DISCRIMINATION.

A. Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Concessionaire") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency

(LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

D. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

E. With respect to Permits, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Permit and to enter or re-enter and repossess said land and the facilities."

Section 13.

All other terms, covenants and conditions of the Agreement, not inconsistent with this First Amendment, are unchanged and hereby ratified and approved and will remain in full force and effect.

(The remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment the day and year first above written.

Authorized by City Ordinance ______________________, approved _____________, 20__

The foregoing First Amendment was approved by the Airport Commission at its meeting on the____ day of ______________________________, .

THE CITY OF ST. LOUIS BY:

____

Director of Airports Date

APPROVED AS TO FORM ONLY BY:

____

City Counselor Date

COUNTERSIGNED BY:

____

Comptroller Date

ATTESTED TO BY:

____

Register Date

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the ___ day of _________________, .

____

Secretary Date
Board of Estimate & Apportionment

HG-ST. LOUIS JV

BY:________________________________

Title:_______________________________

Date:_______________________________

BOARD BILL NUMBER 116
FISCAL NOTE

Preparer's Name Robert C. Salarano

Phone Number or Email Address (will be available publicly) rcsalarano@flystl.com

Bill Sponsor Alderman Shane Cohn

Bill Synopsis:	Authorizing the "First Amendment to News/Gift Specialty Retail Concession Agreement AL#-212"
Type of Impact:	N/A (Airport Concession Agreement)
Agencies Affected:	Airport Authority

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

(01/2017)

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

- Describe any assumptions used in preparing this fiscal note:

  ____
  ____
  ____
  ____
  ____

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

  ____
  ____
  ____
  ____
  ____

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

  ____Yes ____No

  - If yes, by whom? ______________________________ .

ORDINANCE #69270
Board Bill No. 180

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "Agreement"), between the City and HG-St. Louis JV, a joint venture organized and existing under the laws of the State of Missouri (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a News/Gift & Specialty Retail Concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof; and containing a severability clause.

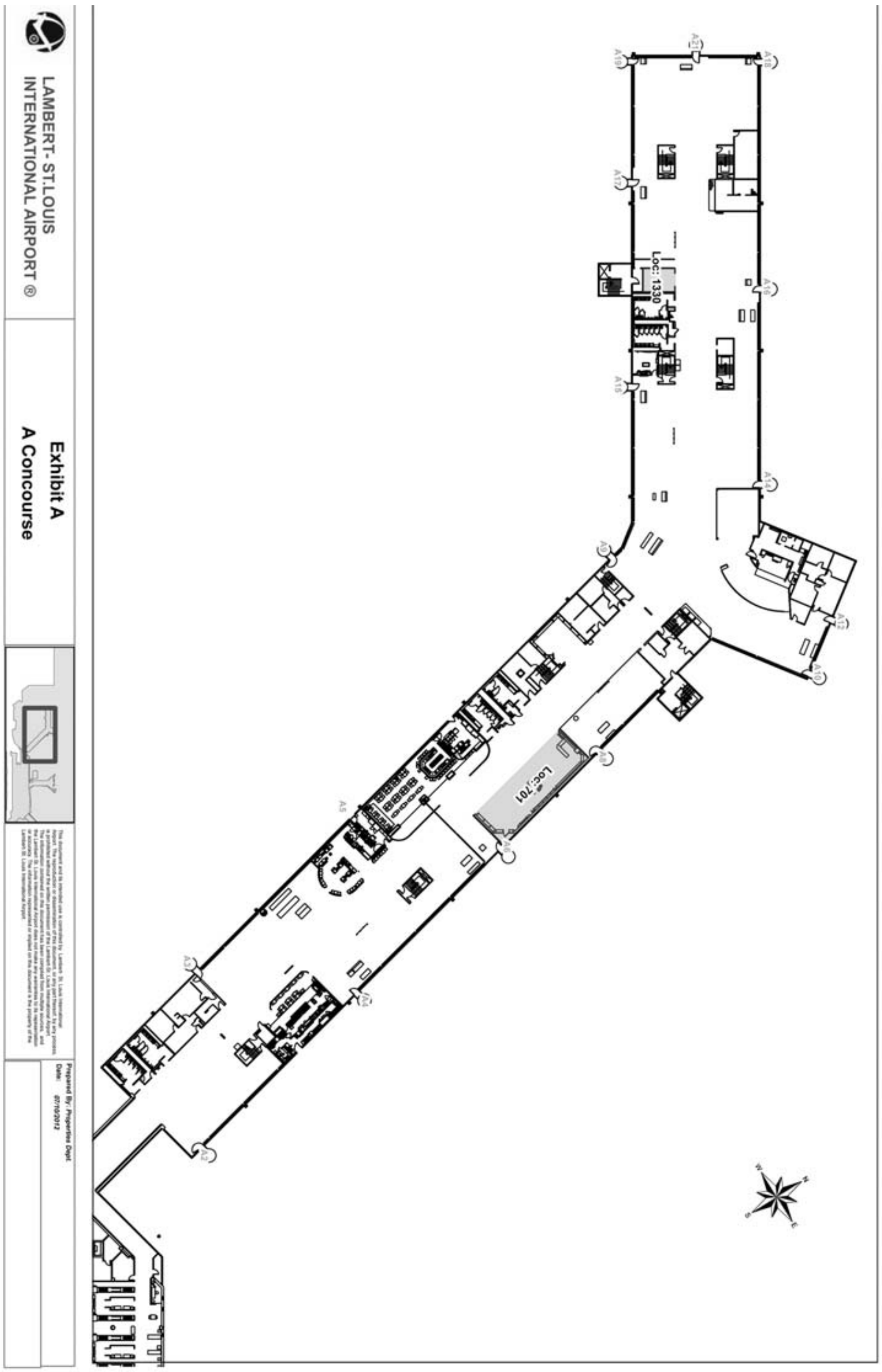
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® ("Airport") News/Gift & Specialty Retail Concession Agreement AL-212 (the "Agreement"), between the City and HG-St. Louis JV, a joint venture organized and existing under the laws of the State of Missouri (the "Concessionaire"), granting to the Concessionaire the non-exclusive right, license, and privilege to design, construct, operate, manage, and maintain a News/Gift & Specialty Retail Concession at the Airport within the premises as described in the Agreement, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

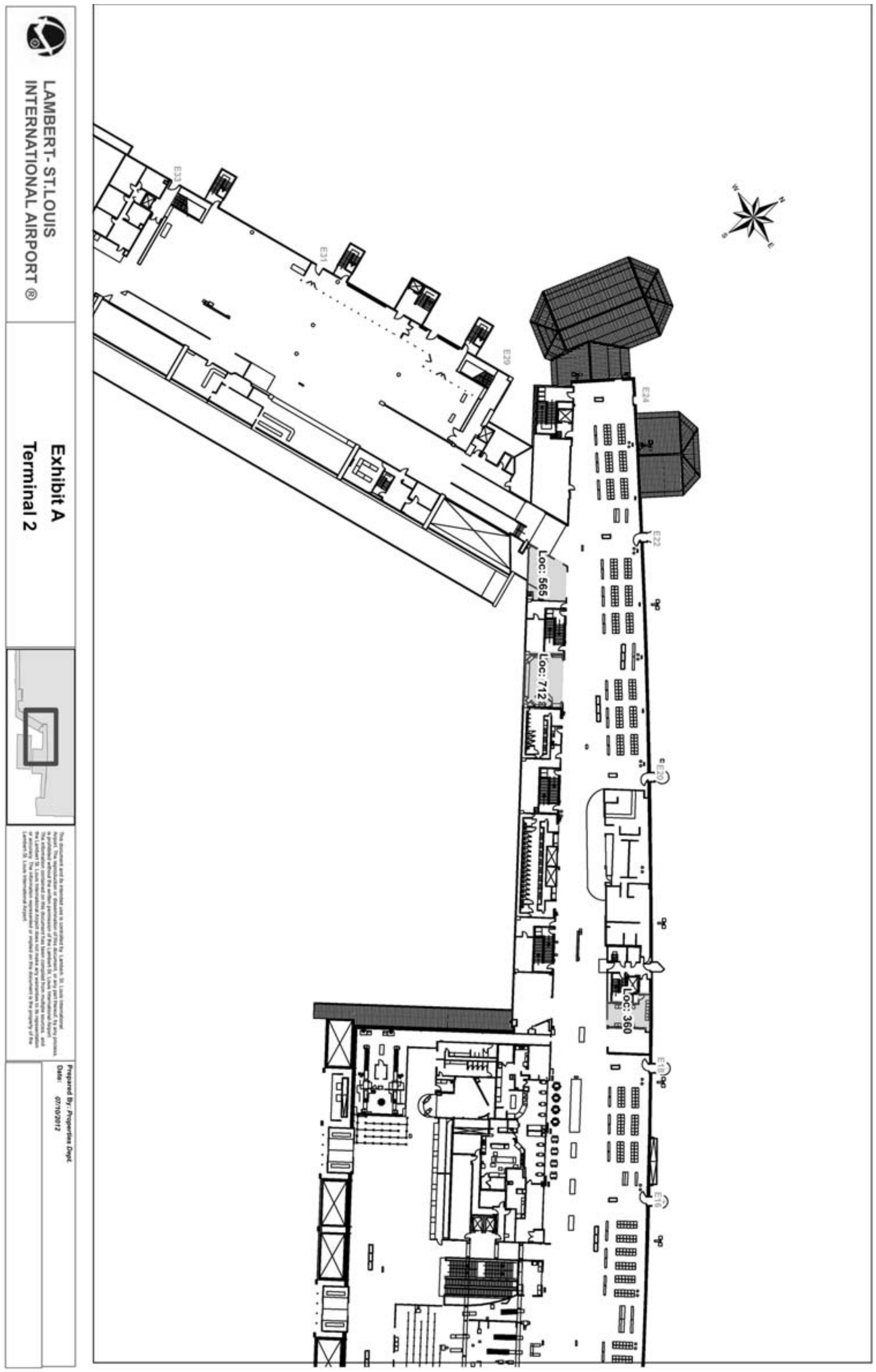
SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

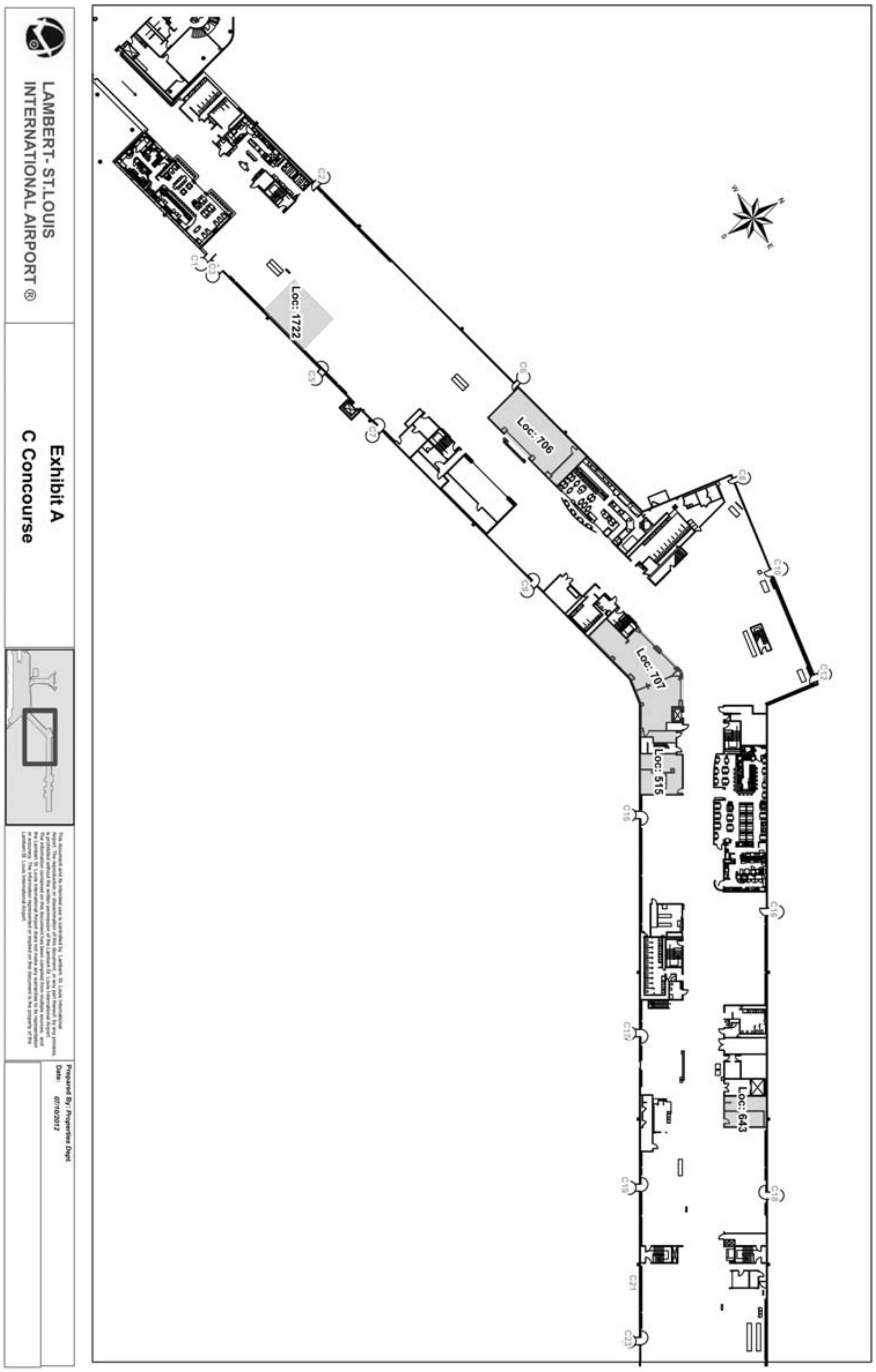
HG- St. Louis JV
NEWS/GIFT & SPECIALITY RETAIL
CONCESSION AGREEMENT
AL#-212
(Is on file in the Register's Office.)

Exhibit "A"
Premises
(to follow)

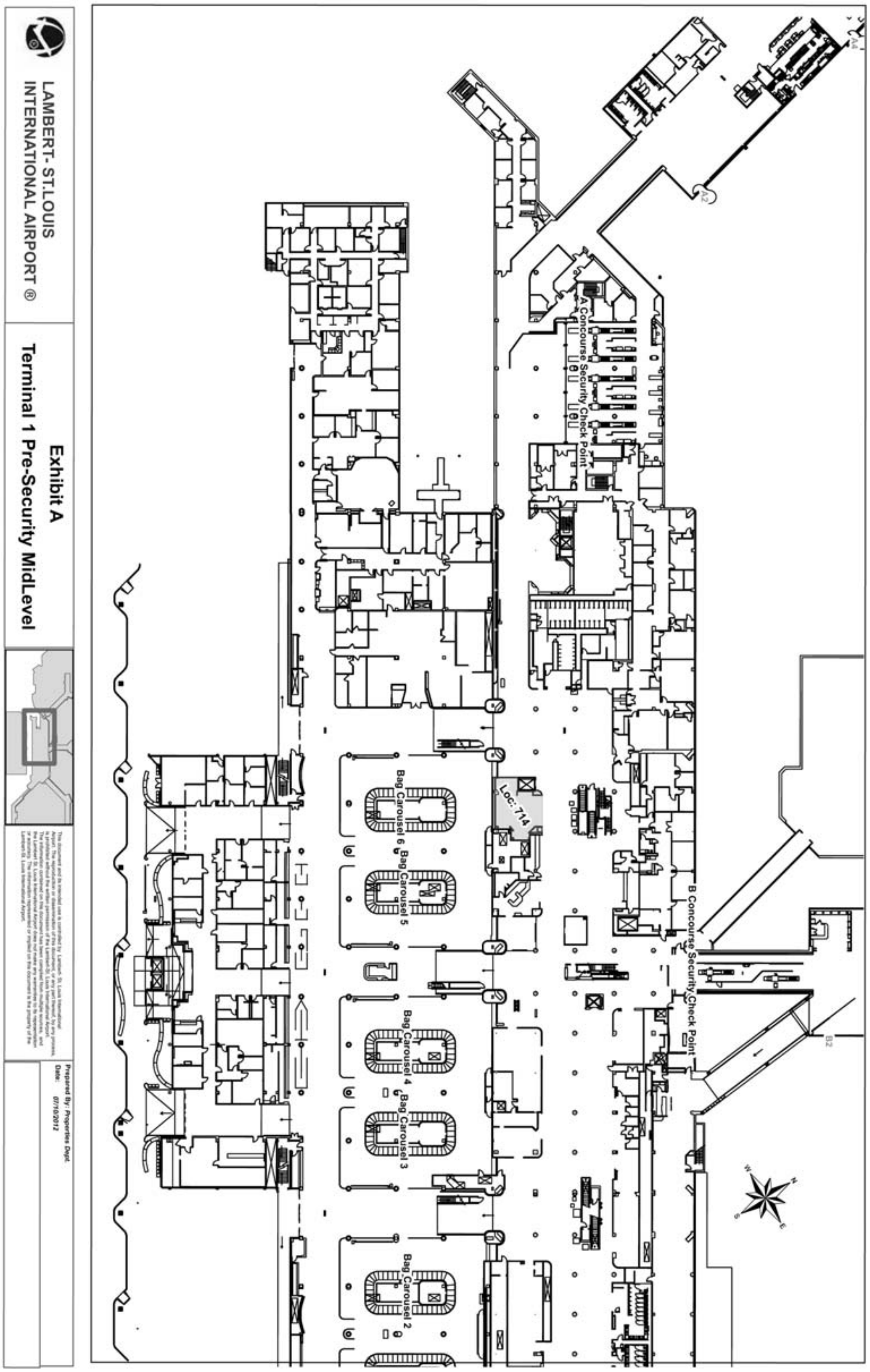


-2-


LAMBERT- ST.LOUIS
INTERNATIONAL AIRPORT ®
Exhibit A
Terminal 2
Prepared By: Properties Dept.
Date: 07/10/2012
E33
E31
E29
E24
E22
E20
E18
E16
Loc: 565
Loc: 712
Loc: 360


LAMBERT- ST.LOUIS
INTERNATIONAL AIRPORT ®
Exhibit A
C Concourse
Loc: 1722
Loc: 706
Loc: 707
Loc: 515
Loc: 643
Prepared By: Properties Dept.
Date: 07/10/2012

-4-


LAMBERT- ST.LOUIS
INTERNATIONAL AIRPORT ®
Exhibit A
Terminal 1 Pre-Security MidLevel
Prepared By: Properties Dept.
Date: 07/10/2012
A Concourse Security Check Point
B Concourse Security Check Point
Loc: 714
Bag Carousel 6
Bag Carousel 5
Bag Carousel 4
Bag Carousel 3
Bag Carousel 2

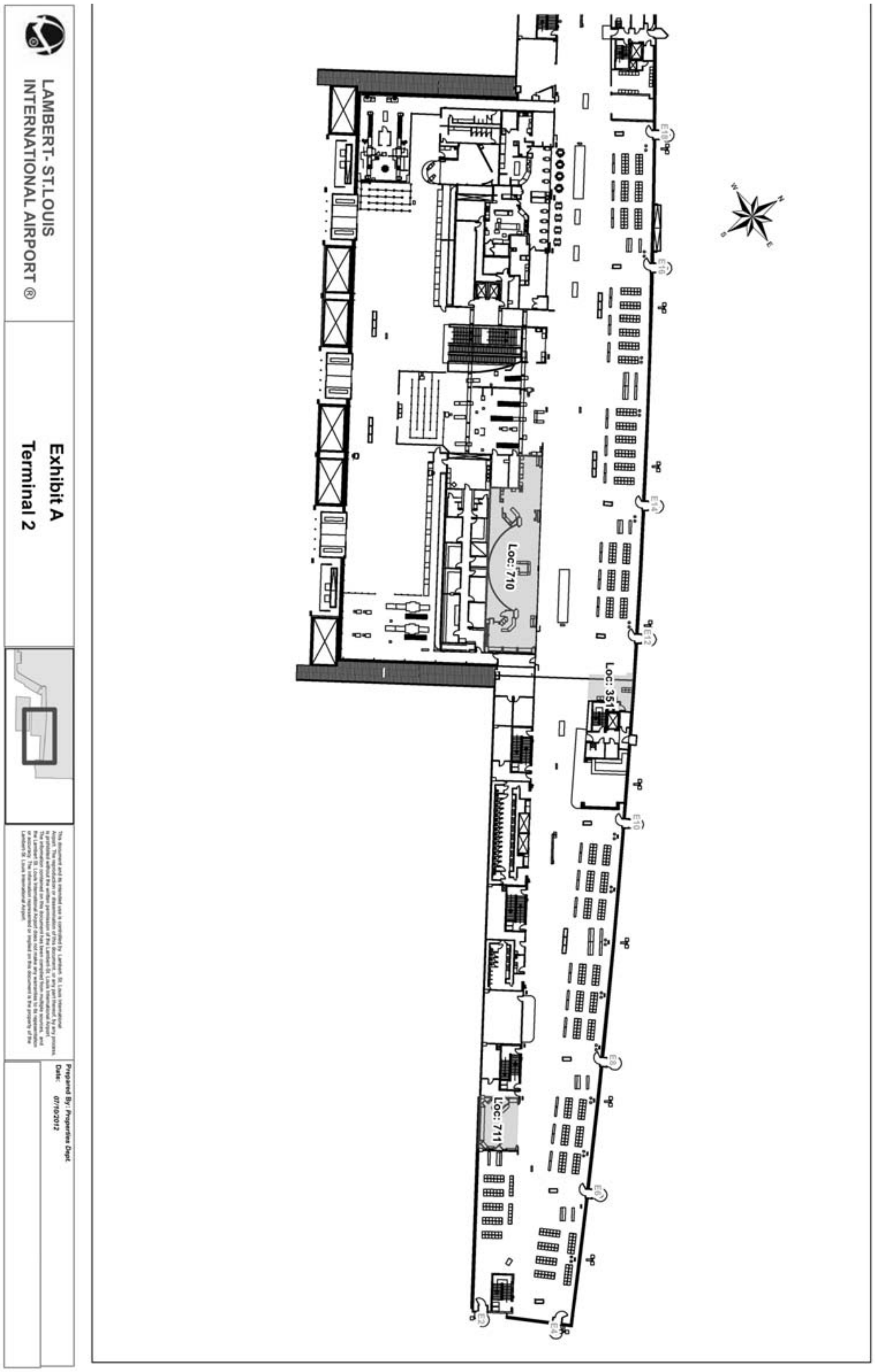

LAMBERT- ST.LOUIS
INTERNATIONAL AIRPORT ®
Exhibit A
Terminal 2
Loc: 710
Loc: 351
Loc: 711
Prepared By: Properties Dept.
Date: 07/10/2012

EXHIBIT "B"
LIVING WAGE BULLETIN

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2012

In accordance with Ordinance #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 **$11.93** 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 **$15.52** 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) Wage required under Chapter 6.20 of the Revised Code of the City of St. Louis: **$3.59** 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, 2012.** 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 contact 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 http://www.mwdbe.org or obtained from:

City Compliance Official
Lambert-St. Louis International Airport
Certification and Compliance Office
P.O. Box 10212
St. Louis, MO 63145
(314) 426-8111

Dated: February 17, 2012

EXHIBIT "C"
DEVELOPMENT PLAN
(To Follow)
(Is on file in the Register's Office.)

Approved: November 2, 2012

Summary
Board Bill Number 117
Introduced by Alderman Shane Cohn
December 12, 2025

This Board Bill authorizes and directs the Director of Airports and Comptroller of the City to execute the "Second Amendment to Electronics Retail Concession Agreement" (AL-214). This Board Bill contains a severability clause.

BOARD BILL NUMBER 117 INTRODUCED BY ALDERMAN SHANE COHN

An Ordinance recommended and approved by the Airport Commission, and Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of The City of St. Louis, owner and operator of the St. Louis Lambert International Airport, to enter into and execute the Second Amendment to Electronics Retail Concession Agreement (AL-214), authorized by Ordinance Numbers 70144 and 71579, between the City and HG-St. Louis JV, II; and containing a severability clause.

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

SECTION ONE. The Director of Airports and Comptroller of the City of St. Louis (the "City"), are hereby authorized and directed to enter into and execute on behalf of the City, the "Second Amendment to Electronics Retail Concession Agreement (AL-214)," originally authorized by Ordinance Number 71579, between the City and HG-St. Louis JV, II, attached hereto as **Exhibit** '**A**' and made a part hereof.

SECTION TWO. The terms, covenants, and conditions set forth in this Ordinance are applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and are not applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance will be of no force of effect as to the agreements, documents, or instruments approved or authorized by this Ordinance.

SECTION THREE. The sections or provisions of this Ordinance or portions thereof are severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional, or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional, or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Board Bill Number 117
Exhibit A: Cover Page

EXHIBIT A

"SECOND AMENDMENT TO ELECTORNICS RETAIL CONCESSION AGREEMENT AL#-214"

Board Bill Number 117
Exhibit A

HG-ST. LOUIS JV, II

SECOND AMENDMENT TO ELECTRONICS RETAIL CONCESSION AGREEMENT

AL#-214

AL#-214

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
SECOND AMENDMENT TO CONCESSION AGREEMENT
ELECTRONICS RETAIL

THIS SECOND AMENDMENT, ("First Amendment") made and entered into as of the ___ day of _____________, 2025, by and between The CITY OF ST. LOUIS (**"City"**), a municipal corporation of the State of Missouri and owner and operator of the St. Louis Lambert International Airport, and HG-ST. LOUIS JV, II (**"Concessionaire"**), a corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-214 dated December 21, 2015, as amended by the First Amendment dated March 24, 2023 (collectively, the **"Agreement"**).

WITNESSETH THAT:

WHEREAS, the City and Concessionaire desire to amend the Agreement to their mutual benefit; and

WHEREAS, BY THIS Second Amendment, Concessionaire waives all rights to any and all reimbursements and compensation from the City for the depreciated value of existing improvements and non-expendable equipment at the Airport.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Concessionaire agree as follows:

Section 1.

The Effective Date of this Second Amendment shall be February 1, 2026.

Section 2.

The parties hereto agree that the capitalized terms used in this Second Amendment will have the same meaning as defined in the Agreement, unless otherwise expressly defined herein.

Section 3.

Section 101 of the Agreement, entitled "Definitions" is hereby amended by adding the following new definitions:

"**"Airport Development Project"** or **"ADP"** shall mean the possible development and construction program consisting of a new, consolidated, double-loaded concourse that will replace the Airport's current terminal complex, and which, if pursued, will necessitate the removal of the Concessionaire's A and C Concourse Premises from the Agreement prior to the Expiration Date of the Agreement."

““**ADP Notice**” shall mean the written notice provided by the City to Concessionaire of the initiation of the Airport Development Project and providing the Concessionaire with an effective date for the closure of its Premises located on the Airport’s A Concourse, and the permanent deletion of those Premises from the Agreement (see Section 201).”

Section 4.

Section 201 of the Agreement is hereby deleted and replaced with the following:

“SECTION 201. PREMISES. City hereby permits the Concessionaire to install, maintain and operate at the locations on Airport property including the Airport Terminals and Concourses in accordance with rights granted under Section 301 entitled “Rights”, as described in **Exhibit A**, attached hereto and made a part hereof. The rights granted in Section 301 hereof may only be exercised within the Premises.

The Director has the right to add, substitute, relocate or remove portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, actual, incidental, consequential or special damages resulting from these changes to the Premises.

Concessionaire acknowledges that the City is considering the Airport Development Project that if initiated will delete the Concessionaire’s A and C Concourse Premises prior to the Expiration Date of the Agreement.

Concessionaire accepts the Premises “**AS IS**” with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its officers, employees, agents or representatives. City without limitation expressly disclaims and negates as to the Premises any implied or expressed warranty for a particular purpose and any expressed or implied warranty with the respect to the Premises or any portion thereof and the use or condition of the Premises.”

Section 5.

Section 401 of the Agreement, entitled “Term” is hereby deleted in its entirety and replaced with the following new Section 401:

“SECTION 401. TERM. The Term of the Agreement shall begin on the Commencement Date and end on the Expiration Date as written below, unless sooner terminated in accordance with other Provisions of this Agreement:

Commencement Date:	December 1, 2015
Expiration Date:	January 31, 2031”

Section 6.

Section 502.A of the Agreement, entitled "Concession Fees" is hereby amended by adding the following Minimum Annual Guarantee amounts for Contract Years Eight (11) through Fifteen (15):

"Contract Year	MAG
8	$375,000
9	$375,000
10	$375,000
11	$375,000
12	$375,000
13	$375,000
14	$375,000
15	$375,000 (pro-rated monthly)

Notwithstanding the foregoing, upon the effective date as set out in the ADP Notice for the permanent closure of the Concessionaire's Premises located on the A Concourse, the Minimum Annual Guarantee shall be abated in its entirety."

Section 7.

Exhibit "A" entitled "Premises" is hereby deleted in its entirety and replaced by the attached new Exhibit "A," which is attached hereto and incorporated herein.

Section 8.

Section 617 of the Agreement, entitled "Merchandise Limitations" is hereby amended to remove "Food or Drink of Any Kind" from the list of prohibited items.

Section 9.

Section 1503. FAA Non-Discrimination of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1503:

"SECTION 1503. FAA NON-DISCRIMINATION.

A. Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. During the performance of this contract, the Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the

"Concessionaire") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps

to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. During the performance of this Agreement, Concessionaire, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Concessionaire (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Concessionaire, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Concessionaire will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Concessionaire for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Concessionaire of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Concessionaire will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Concessionaire will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Concessionaire's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Concessionaire under the contract until the Concessionaire complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Concessionaire will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Concessionaire will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Concessionaire becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Concessionaire may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Concessionaire may request the United States to enter into the litigation to protect the interests of the United States.

D. The Concessionaire for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

E. With respect to Permits, in the event of breach of any of the above Non-discrimination covenants, City will have the right to terminate the Permit and to enter or re-enter and repossess said land and the facilities."

Section 10.

All other terms, covenants and conditions of the Agreement, not inconsistent with this Second Amendment, are unchanged and hereby ratified and approved and will remain in full force and effect.

(The remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment the day and year first above written.

Authorized by City Ordinance ____________________, approved ____________, 20__

The foregoing First Amendment was approved by the Airport Commission at its meeting on the___ day of ____________________________, .

THE CITY OF ST. LOUIS BY:

____
Director of Airports Date

APPROVED AS TO FORM ONLY BY:

____
City Counselor Date

COUNTERSIGNED BY:

____
Comptroller Date

ATTESTED TO BY:

____
Register Date

The Board of Estimate and Apportionment approved the foregoing Second Amendment in substance at its meeting on the ___ day of ________________, .

____
Secretary Date
Board of Estimate & Apportionment

HG-ST. LOUIS JV II

BY:_____________________________

Title:____________________________

Date:____________________________

BOARD BILL NUMBER 117
FISCAL NOTE

Preparer's Name Robert C. Salarano

Phone Number or Email Address (will be available publicly) rcsalarano@flystl.com

Bill Sponsor Alderman Shane Cohn

Bill Synopsis:	Authorizing the "Second Amendment to Electronics Retail Concession Agreement AL#-214"
Type of Impact:	N/A (Airport Concession Agreement)
Agencies Affected:	Airport Authority

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

(01/2017)

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

- Describe any assumptions used in preparing this fiscal note:

  ____

  ____

  ____

  ____

  ____

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

  ____

  ____

  ____

  ____

  ____

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

  - If yes, by whom? ______________________________ .

ORDINANCE NUMBER 70144

BOARD BILL NO. 198 INTRODUCED BY ALDERWOMAN LYDA KREWSON

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for The City of St. Louis (the “City”) to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport® (“Airport”) Electronics Retail Concession Agreement AL-214 (the “Agreement”), between the City and HG-St. Louis JV II (the "Concessionaire"), granting to the Concessionaire the non-exclusive right and privilege to operate and manage an Electronics Retail Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is attached hereto as **ATTACHMENT “1”** and made a part hereof; and containing a severability clause and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute, on behalf of the City, the Lambert-St. Louis International Airport (“Airport”) Electronics Retail Concession Agreement AL-214 (the “Agreement”), between the City and HG-St. Louis JV II (the "Concessionaire"), granting to the Concessionaire the non-exclusive right and privilege to operate and manage an Electronics Retail Concession at the Airport, subject to and in accordance with the terms, covenants, warranties, and conditions of the Agreement, which was awarded and approved by the Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT “1”,**

which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof shall be severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions; or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION THREE. This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

ORDINANCE 71579

BOARD BILL NUMBER 99 INTRODUCED BY ALDERMAN SHANE COHN

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City"), owner and operator of the St. Louis Lambert International Airport (the “Airport”), to enter into and execute on behalf of the City the “First Amendment” to Concession Agreement AL-214 between the City and HG-ST. LOUIS JV, II dba “Tech On The Go” dated December 21, 2015, (“Agreement”); containing a severability clause; and an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City"), owner and operator of the St. Louis Lambert International Airport® (the “Airport”), are hereby authorized and directed to enter into and execute on behalf of the City the “First Amendment” to Concession Agreement AL-214 between the City and the HG-ST. LOUIS JV, II dated December 21, 2015, (“ Agreement”) as authorized by City Ordinance Number 70144 approved on November 17, 2015. The First Amendment was approved by the City’s Airport Commission and is read in words and figures substantially as set out in **ATTACHMENT “A”** which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof are severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid by a court of competent jurisdiction, such holding will not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

SECTION THREE. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Section 20 of the City's Charter and will become effective immediately upon its approval by the City's Mayor.

HG-ST. LOUIS JV, II

FIRST AMENDMENT TO
ELECTRONICS RETAIL CONCESSION AGREEMENT

AL#-214

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
FIRST AMENDMENT TO CONCESSION AGREEMENT
ELECTRONICS RETAIL

THIS FIRST AMENDMENT, ("First Amendment") made and entered into as of the ___ day of _____________, 2022, by and between The CITY OF ST. LOUIS (**"City"**), a municipal corporation of the State of Missouri and owner and operator of the St. Louis Lambert International Airport, and HG-ST. LOUIS JV, II d/b/a "Tech On The Go" (**"Concessionaire"**), a corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-214 (the **"Agreement"**) dated December 21, 2015.

WITNESSETH THAT:

WHEREAS, the City and Concessionaire desire to amend the Agreement to their mutual benefit;

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Concessionaire agree as follows:

Section 1.

The Effective Date of this First Amendment shall be November 30, 2022.

Section 2.

The parties hereto agree that the capitalized terms used in this First Amendment will have the same meaning as defined in the Agreement, unless otherwise expressly defined herein.

Section 3.

Section 401 of the Agreement, entitled "Term" is hereby deleted in its entirety and replaced with the following new Section 401:

"SECTION 401. TERM. The Term of the Agreement shall begin on the Commencement Date and end on the Expiration Date as written below, unless sooner terminated in accordance with other Provisions of this Agreement:

Commencement Date:	December 1, 2015
Expiration Date:	January 31, 2026"

Section 4.

Section 502.A of the Agreement, entitled "Concession Fees" is hereby amended by adding the following Minimum Annual Guarantee amounts for Contract Years Eight (8) through Eleven (11):

"Contract Year	MAG
8	$375,000
9	$375,000
10	$375,000
11	$375,000 (pro rated monthly)"

Section 5.

Section 503 of the Agreement entitled "Payment" is hereby deleted in its entirety and replaced with the following new Section 503:

"SECTION 503. PAYMENT. Concessionaire agrees to pay to the City the Concession Fees set out in Section 502 above in the form of both MAG Payments and Percentage Fee Payments as described below:

Concession Fee Payments. The Concession Fee payment shall be the greater of the **"MAG Payment"** (consisting of an amount equal to 1/12 of the MAG for the applicable Contract Year) or the **"Percentage Fee Payment"** (consisting of an amount equal to 12% as applied to the Gross Receipts for the previous month) and shall be due on or before the 20th day of the second month of the Term and each succeeding month during each Contract Year."

Section 6.

Article V of the Agreement entitled "Fees and Rentals" is hereby amended by adding the following new Section 512:

"SECTION 512. MINIMUM ANNUAL GUARANTEE ABATEMENT. Notwithstanding the foregoing requirements of Sections 501, 502, 503, and 504 hereof, the obligation of the Concessionaire to pay the MAG Payment due for a calendar month, but not the obligation of Concessionaire to pay the Percentage Fee Payment as required by Section 502, will be abated to the extent provided herein upon a decline in the Airport's enplaned passengers:

a. Should the number of passengers enplaning on scheduled airline flights within the Airport during any given calendar month decline by thirty percent (30%) or more from the same calendar month of 2017 (an "**Abatement Triggering Event**"), the obligation of the Concessionaire to pay 1/12 of the MAG for that calendar month **only** shall be abated in the following five percent (5%) increments to reflect the decline in passenger enplanements:

    1) A decline in enplanements of at least thirty percent (30%) but less than thirty five percent (35%) will cause an abatement of 30% of that month's MAG obligation;
    2) A decline in enplanements of at least thirty five percent (35%) but less than forty percent (40%) will cause an abatement of 35% of that month's MAG obligation;

3) A decline in enplanements of at least forty percent (40%) but less than forty five percent (45%) will cause an abatement of 40% of that month's MAG obligation;
4) A decline in enplanements of at least forty five percent (45%) but less than fifty percent (50%) will cause an abatement of 45% of that month's MAG obligation; and
5) A decline in enplanements of at least fifty percent (50%) will cause an abatement of 50% of that month's MAG obligation. It being understood that in no event will the month's MAG obligation be abated by more than 50%.

An example of the Abatement of Minimum Annual Guarantee outlined in this Section 512, wherein the Airport enplaned the following passengers, and the total MAG Payment due from the Concessionaire is $375,000:

May 2017 100,000 passengers

May 2023 70,000 passengers

For May 2023, the Concessionaire will be obligated to pay the greater of the reduced monthly MAG Payment of $21,875 (the monthly MAG of $31,250 reduced by 30% in response to the decline in enplanements) or the Percentage Fee Payment, which is due on July 20, 2023.

b. Notwithstanding the foregoing, under no circumstances shall the monthly MAG payment due be reduced by any amount greater than fifty percent (50%).

An example of the Abatement of Minimum Annual Guarantee outlined in this Section 512, wherein the Airport enplaned forty-three percent (43%) fewer passengers than in the same calendar month of 2017, and the total MAG Payment due from the Concessionaire is $375,000:

May 2017 100,000 passengers

May 2023 57,000 passengers

For May 2023, the Concessionaire will be obligated to pay the greater of the reduced monthly MAG Payment of $18,750 (the monthly MAG Payment of $31,250 reduced by 40% in response to the decline in enplanements and the Percentage Fee Payment, which is due on July 20, 2023.

An example of the Abatement of Minimum Annual Guarantee outlined in this Section 512, wherein the Airport enplaned 60% fewer passengers than the same calendar month of 2017, and the total MAG Payment due from the Concessionaire is $375,000:

May 2017 100,000 passengers

May 2023 40,000 passengers

For May 2023, the Concessionaire will be obligated to pay the greater of the reduced monthly MAG Payment of $15,625 (the monthly MAG of $31,250 reduced by the maximum 50%) and the Percentage Fee Payment, which is due on July 20, 2023.

c. Notwithstanding the foregoing, under no circumstances shall the monthly MAG payment due be reduced by any amount greater than fifty percent (50%).

d. Concessionaire acknowledges, stipulates and agrees that nothing in an Abatement Triggering Event will be construed to relieve the obligation of the Concessionaire to pay the greater of the MAG Payment or the Percentage Fee Payment, which will be due on the 20th day of the second succeeding month and each month thereafter."

Section 7.

Section 617 of the Agreement, entitled "Merchandise Limitations" is hereby amended to remove "Duty Free Items" from the list of prohibited items.

Section 8.

Section 703 of the Agreement, entitled "Mid-Term Reinvestment" is hereby deleted in its entirety and replaced with the following new Section 703:

"SECTION 703. MID-TERM REINVESTMENT. There shall be no mid-term reinvestment required hereunder. Rather, throughout the Term, Concessionaire shall keep the Premises in good, safe, clean and orderly condition, through repairs and maintenance as required."

Section 9.

All other terms, covenants and conditions of the Agreement, not inconsistent with this First Amendment, are unchanged and hereby ratified and approved and will remain in full force and effect.

(The remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this First Amendment the day and year first above written.

Authorized by City Ordinance ______________________, approved _____________, 20__

The foregoing First Amendment was approved by the Airport Commission at its meeting on the____ day of ______________________________, 2022.

THE CITY OF ST. LOUIS BY:

____
Director of Airports Date

APPROVED AS TO FORM ONLY BY:

____
City Counselor Date

COUNTERSIGNED BY:

____
Comptroller Date

ATTESTED TO BY:

____
Register Date

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the ___ day of _________________, 2022.

____
Secretary Date
Board of Estimate & Apportionment

HG-ST. LOUIS JV II

BY:______________________________

Title:_____________________________

Date:_____________________________

ORDINANCE 71579
BOARD BILL NUMBER 99
FISCAL NOTE

Preparer's Name Robert C. Salarano

Phone Number or Email Address (will be available publicly) rcsalarano@flystl.com

Bill Sponsor Alderman Shane Cohn

Bill Synopsis:	First Amendment to Electronics Retail Concession Agreement at St. Louis Lambert International Airport
Type of Impact:	N/A (Airport fund transfer)
Agencies Affected:	Airport Authority

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

(01/2017)

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

SECTION B

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

____
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____
____
____

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

____
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____
____

- Does the bill create a program or administrative subdivision? ____Yes ____No
    - If yes, then is there a similar existing program or administrative subdivision?
      ____Yes ____No
    - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

____
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____
____

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

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

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:

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

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

  - If yes, by whom? ________________________________ .

Summary
Board Bill Number 118
Introduced by Alderman Shane Cohn
December 12, 2025

This Board Bill authorizes the transfer of $13,727,769 from the Airport Debt Service Stabilization Fund to the Airport Revenue Fund to make funds available to mitigate rates in Fiscal Year 2025-2026.

BOARD BILL NUMBER 118 INTRODUCED BY ALDERMAN SHANE COHN

An Ordinance recommended and approved by the Airport Commission, the Comptroller, and the Board of Estimate and Apportionment, making findings respecting the transfer of a maximum of Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty Nine Dollars ($13,727,769) of excess moneys that The City of St. Louis (the "City"), the owner and operator of St. Louis Lambert International Airport (the "Airport"), intends to transfer from the Debt Service Stabilization Fund to the Airport Revenue Fund during fiscal year 2026, to mitigate rates on an annual basis during the term of the Airport Use and Lease Agreement commencing July 1, 2016; containing a severability clause.

WHEREAS, The City of St. Louis, Missouri (the "City") is the owner of St. Louis Lambert International Airport (the "Airport"), which is operated for the City by the City's Airport Authority, a department of the City;

WHEREAS, pursuant to Ordinance Number 70273, approved May 25, 2016, the City entered into a five-year Airport Use and Lease Agreement with various airlines for the use of the Airport commencing July 1, 2016 (the "AUA");

WHEREAS, pursuant to Ordinance Number 71295, approved February 11, 2021, the City and the airline signatories to the AUA entered into a First Amendment to the AUA, extending the expiration date of the AUA by one (1) year, from June 30, 2021 to June 30, 2022, and providing a one (1) year renewal option that, if exercised, will extend the expiration date of the AUA by an additional year to June 30, 2023;

WHEREAS, pursuant to Ordinance Number 71577, approved November 23, 2022, the City and the airline signatories to the AUA entered into a Second Amendment to the AUA, extending the expiration date of the of the AUA by two (2) years, from June 30, 2023 to June 30, 2025;

WHEREAS, pursuant to Ordinance Number 71866, approved July 2, 2024, the City and the airline signatories to the AUA entered into a Third Amendment to the AUA, extending the expiration date of the AUA by two (2) years, from June 30, 2025 to June 30, 2027;

WHEREAS, implementation of the AUA, as amended, authorizes the City's use of a portion of the Debt Service Stabilization Fund (the "DSSF") under the Lambert-St. Louis International Airport Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented (the "Indenture"), in order to mitigate rates on an annual basis during the term of the AUA, as amended, and that, in each fiscal year in which the City determines to mitigate rates, the City will withdraw an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty Nine Dollars ($13,727,769) from the DSSF and deposit such amount in the Airport Revenue Fund (the "Revenue Fund"), with the expectation that such amount will, pursuant to the flow of funds specified in the Indenture, be re-deposited in the DSSF prior to the end of such fiscal year;

WHEREAS, pursuant to Section 516.B of the Indenture, the City may withdraw and use amounts on deposit in the DSSF for emergency debt service needs with respect to indebtedness issued for Airport purposes and for Airport operational emergencies;

WHEREAS, the Airport Commission, the Comptroller and the Board of Estimate and Apportionment have determined that the need to mitigate rates in connection with the AUA, as amended, in order to maintain and enhance airline operating levels at the Airport constitutes an Airport operating emergency within the meaning of Section 516.B(2) of the Indenture, that the transfer of funds from the DSSF to the Revenue Fund as set forth herein is an appropriate and desirable use of such funds and is essential for the operation of the Airport and that such use is consistent with the requirements of the Indenture;

WHEREAS, there is a balance in excess of Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars ($13,727,769) available for transfer from the DSSF into the Revenue Fund established in the Indenture;

WHEREAS, it is in the best interest of the City and the operation of the Airport to authorize the transfer of funds from the DSSF into the Revenue Fund during the fiscal year beginning July 1, 2025, in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars ($13,727,769); and

WHEREAS, this Ordinance, authorizing the transfer of funds in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven Thousand Seven Hundred Sixty-Nine Dollars ($13,727,769), as set out herein, is recommended and approved by the City's Airport Commission, the Comptroller, and Board of Estimate and Apportionment.

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

SECTION ONE. The Board of Aldermen for The City of St. Louis, Missouri (the "City") hereby adopts and incorporates herein the foregoing recitals as findings.

SECTION TWO. There is hereby authorized a transfer of funds during the fiscal year beginning July 1, 2025, in an amount not to exceed Thirteen Million Seven Hundred Twenty-Seven

Thousand Seven Hundred Sixty-Nine Dollars ($13,727,769) from the Airport Debt Service Stabilization Fund into the Airport Revenue Fund in accordance with Section 516.B of the Lambert-St. Louis International Airport Indenture of Trust between the City, as Grantor, and UMB Bank, N.A., as Trustee, dated as of October 15, 1984, as amended and restated as of July 1, 2009, as amended and supplemented, for the purpose of making funds available to mitigate rates on an annual basis during the term of the City's Airport Use and Lease Agreement commencing July 1, 2016.

SECTION THREE. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section, and subsection of this Ordinance will 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 will 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 will determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

BOARD BILL NUMBER 118
FISCAL NOTE

Preparer's Name Robert C. Salarano

Phone Number or Email Address (will be available publicly) rcsalarano@flystl.com

Bill Sponsor Alderman Shane Cohn

Bill Synopsis:	Airport Debt Services Stabilization Fund Transfer
Type of Impact:	N/A (Airport fund transfer)
Agencies Affected:	Airport Authority

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

(01/2017)

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

SECTION B

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

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

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- Does the bill create a program or administrative subdivision? ____Yes ____No
  - If yes, then is there a similar existing program or administrative subdivision? ____Yes ____No
  - If yes, explain the how the proposed programs or administrative subdivisions may overlap:

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

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

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
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- Describe any assumptions used in preparing this fiscal note:

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

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

  ____Yes ____No

  - If yes, by whom? ________________________________ .

RESOLUTION NUMBER 194
2026-2027 ASSESSMENT MAINTENANCE PLAN

WHEREAS, the Office of the Assessor of the City of St. Louis has completed its reassessment of all real and personal property located in the City of St. Louis as required by state statute and the State Tax Commission of Missouri; and

WHEREAS, section 137.115 R.S.Mo. Provides for the maintenance of updated assessments on an ongoing basis pursuant to an assessment and equalization maintenance plan adopted by the local assessor; and

WHEREAS, under and by the authority of section 137.115 R.S.Mo., the governing body of the City of St. Louis is required to approve such assessment and equalization maintenance plan for the maintenance of updated assessments; and

WHEREAS, the proposed maintenance plan for the City of St. Louis for the period of January 1, 2026, through December 31, 2027, Attachment A, has been prepared and is available for public inspection by the Office of the Clerk of the Board of Aldermen.

NOW THEREFORE BE IT RESOLVED by the Board of Aldermen of the City of St. Louis that the assessment and equalization maintenance plan prepared by the Assessor is hereby approved as required by law.

Introduced this 12th day of December, 2025 by:
The Honorable Anne Schweitzer, Alderwoman 1st Ward

Adopted this 12th day of December, 2026, as attested by:

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

RESOLUTION NUMBER 216
HONORING MATTIE RUTH CARPENTER

WHEREAS, Mattie Ruth Carpenter was born January 15, 1942 to the union of Winston Carson and Hattie (Mabrey) Carson. Both parents proceeded her in death. Mattie was the eldest of five sisters Joyce Carson, Sandra McKinney, Winston and Cleanoy Carson whom all proceeded her in death; and

WHEREAS, Mattie was educated in the St. Louis Public Schools system and graduated from Sumner High School. After graduating high school, she met and married Robert Carpenter who also proceeded her in death. In that union three children were born, Angela the oldest and twins Antoinette and Antonio. Antonio proceeded her in death. Years later she gave birth to her baby boy Armond who also proceeded her in death; and

WHEREAS, Mattie worked for the Division of Family Services where she started out as a Social Worker and later becoming a Hotline Investigator. She retired from there after 30 years of services to care for her mom. Mattie also worked for McDonnell Douglas for 10 years and the St. Louis Housing Authority; and

WHEREAS, Mattie confessed her life to Christ at a very young age. After moving her family to Berkeley, Missouri Baptist Church under the leadership of Rev. John Mitchell, Sr. Mattie served as the Announcing Clerk and Junior Usher Board Leader. She was very active in the church; and

WHEREAS, Mattie was a volunteer for the 27th Ward of Walnut Park. She hosted block parties, fed the neighborhood distributing food baskets during Thanksgiving and Christmas. She was dedicated to her community and stellar to the community. Mattie was a strong outstanding community advocate for the Ferguson Florissant School District. Mattie was a very active at the YMCA. She was a member of the AOA group where she organized trips, luncheons and fashion shows. Mattie enjoyed life. She truly enjoyed thrifting, shopping at J.C. Penny's, and most of all she enjoyed gardening; and

WHEREAS, Mattie loved music, dancing, going to the movies, out to eat and walking outdoors for exercise. Her special enjoyment was spending time with her family. Mattie loved her family dearly and she was the go-to person whenever problems arose, she was there; and

WHEREAS, cherishing her precious memories are here two daughters Angela and Antoinette (Lawerence). Ten grandkids, Alea, Aunyea (Angel) who proceeded her in death, Aromoni, Akya, Aubrey, Anya, Armond, Jr., Auhree and Armari, with four great grandchildren Austin, Alaysia, Alijah and Aiden, host of nieces and nephews, and her very special niece Allison and friends who loved her dearly.

NOW THEREFORE BE IT RESOLVED by The Board of Aldermen for the City of St. Louis that we pause in our deliberations to recognize, honor, and celebrate the life and legacy of Mattie Ruth Carpenter. 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 the family by the sponsor.

Introduced this 16th Day of January 2026 by:

The Honorable Pamela Boyd, Alderman of the 13th Ward

Adopted this 16th Day of January 2026 as attested by:

Sharita Rogers	**Megan Green**
Acting Clerk, Board of Aldermen	**President, Board of Aldermen**