

ORDINANCE #69526
Board Bill No. 116

An Ordinance to repeal Ordinance #69284, approved November 2, 2012, providing for the unconditional vacation and abolition of a public right-of-way in a portion of the easternmost 115 feet of the northern 15 foot wide east/west alley in City Block 4380-E as bounded by Penrose Park (CB 4379), Euclid Ave., Penrose St., Aubert Ave. in the City of St. Louis, Missouri.

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

SECTION ONE. Ordinance #69284, approved November 2, 2012 is hereby repealed.

Approved: July 24, 2013

ORDINANCE #69527
Board Bill No. 119

AN ORDINANCE AMENDING ORDINANCE NO. 65857 PERTAINING TO THE REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF ST. LOUIS, AND GRAND CENTER INC, AS AMENDED, AMENDING SAME TO AUTHORIZE AN APPLICATION FOR ABATEMENT FOR THE 3207 WASHINGTON PROJECT AND FURTHER AMENDING ORDINANCE NO. 68874 BY AUTHORIZING A FOURTH SUPPLEMENTAL TRUST INDENTURE; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the Mayor (the “**Mayor**”) approved Ordinance No. 65703 on December 2, 2002, which (i) designated a Redevelopment Area known as the Grand Center Redevelopment Area, as further described in Exhibit A attached thereto (the “**Redevelopment Area**”), (ii) approved a plan for redevelopment titled “Tax Increment Blighting Analysis and Redevelopment Plan” dated August 2, 2002, as amended (as may be further amended, the “**Redevelopment Plan**”), (iii) approved a series of Redevelopment Projects (collectively, the “**Redevelopment Projects**”) with respect thereto, (iv) adopted tax increment financing for the Redevelopment Area, and (v) established the Special Allocation Fund (as defined in the Redevelopment Plan); and

WHEREAS, Grand Center, Inc., a Missouri nonprofit corporation (the “**Developer**”), in response to the solicitation of proposals for redevelopment of the Redevelopment Area, submitted its proposal dated June 28, 2002 (the “Redevelopment Proposal”); and

WHEREAS, pursuant to Ordinance No. 65857, approved by the Mayor on February 25, 2003, the Board of Aldermen (the “**Board of Aldermen**”) (i) affirmed the approval and adoption of the Redevelopment Plan, Redevelopment Projects and the designation of the Redevelopment Area, and (ii) authorized the City to enter into the Redevelopment Agreement dated April 24, 2003 (as amended from time to time, the “**Redevelopment Agreement**”) between the City and the Developer, whereby the Developer agreed to carry out the Redevelopment Plan with respect to the Redevelopment Area; and

WHEREAS, the Redevelopment Agreement, Section 2 E. rescinds the City’s right to grant tax abatement in the Redevelopment Area; and

WHEREAS, the parcel developer for 3207 Washington Project (the “**Project**”) has applied for tax abatement; and

WHEREAS, the City now desires to amend the Redevelopment Agreement by entering into an Eight Amendment (the “**Eighth Amendment**”), which authorizes the parcel developer for the Project to apply for tax abatement; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants to enact this Ordinance to amend Ordinance No. 65857 in order to authorize the Eighth Amendment.

WHEREAS, on March 22, 2006, the Mayor approved Ordinance No. 67060, which authorized among other things, the issuance of certain tax increment revenue notes for the purposes of financing implementation of the Redevelopment Plan pursuant to a Trust Indenture dated as of November 1, 2006 (as amended by the hereinafter defined First Original Supplement, the “**Original Indenture**”) between the City and UMB Bank, N.A., as trustee (the “**Trustee**”); and

WHEREAS, on November 24, 2008, the Mayor approved Ordinance No. 68180, which authorized the First Supplemental Trust Indenture dated as of November 26, 2008 between the City and the Trustee (the “**First Original Supplement**”); and

WHEREAS, on February 22, 2011, the Board of Aldermen adopted Ordinance No. 68874, which authorized the Amended and Restated Trust Indenture dated as of June 1, 2011 between the City and the Trustee (as amended by the hereinafter defined First Supplement, Second Supplement and Third Supplement, the “**Indenture**”), which amended and restated the Original Indenture; and

WHEREAS, pursuant to the Indenture, the City and the Trustee entered into and executed the First Supplemental Trust Indenture dated as of December 1, 2011 (the “**First Supplement**”); and

WHEREAS, pursuant to the Indenture, the City and the Trustee entered into and executed the Second Supplemental Trust Indenture dated as of July 1, 2012 (the “**Second Supplement**”); and

WHEREAS, pursuant to the Indenture, the City and the Trustee entered into and executed the Third Supplemental Trust Indenture dated as of December 1, 2012 (the “**Third Supplement**”); and

WHEREAS, the City now desires to amend the Indenture by entering into a Fourth Supplemental Trust Indenture between the City and the Trustee (the “**Fourth Supplemental Indenture**”), which authorizes a buyout amount for the proposed abatement of the Project resulting in said project being a released project and removing it from the Redevelopment Area and excluding all revenues relating to the Project from the Grand Center TIF Revenues, upon payment of agreed amount to the trustee for the benefit of the bondholders under the Indenture, as amended; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants to enact this Ordinance to amend Ordinance No. 68874 in order to authorize the Fourth Supplemental Indenture.

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

SECTION ONE. Authority and Direction to Execute and Deliver the Amendment of Redevelopment Agreement. The Board of Aldermen hereby approves, and the Mayor and Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the Eighth Amendment to Redevelopment Agreement by and between the City and the Developer, attached hereto as **Exhibit A**, and the City Register is hereby authorized and directed to attest to the Eighth Amendment and to affix the seal of the City thereto. The Eighth Amendment shall be in substantially the form attached, 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 in order to carry out the matters herein authorized.

SECTION TWO. Authority and Direction to Execute and Deliver the Fourth Supplemental Indenture. The Board of Aldermen hereby authorizes and directs the Mayor and the Comptroller of the City to execute and deliver the Fourth Supplemental Indenture in substantial a form that is consistent with the provisions of this Ordinance, and any such documents necessary thereto that are approved by the Mayor and the Comptroller with the advice of the City’s financial advisor and as are approved as to form by the City Counselor, with the respective signatures of such officials thereon to be evidence of the approval of the City; and the Register of the City is hereby authorized and directed to affix the corporate seal of the City to the Fourth Supplemental Indenture and to attest the same.

SECTION THREE. Further Authority. The Mayor, the Comptroller, the Register, and other appropriate officials, agents, and employees of the City are hereby authorized to take such further actions and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect Eight Amendment and the Fourth Supplemental Indenture.

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

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

EXHIBIT A**EIGHTH AMENDMENT TO REDEVELOPMENT AGREEMENT**

This Eighth Amendment to Redevelopment Agreement (“Eighth Amendment”) is dated as of _____, 2013 by and between the CITY OF ST. LOUIS, MISSOURI (“City”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, and GRAND CENTER, INC., a Missouri corporation (“Developer”).

RECITALS

WHEREAS, pursuant to Ordinance No. 65703 approved November 15, 2002, the Board of Aldermen did approve a Redevelopment Plan dated August 2, 2002, as amended (the “**Redevelopment Plan**”) for the Grand Center Redevelopment Area (the “**Redevelopment Area**”) which provides for development of: (a) District Theaters, Museums and Arena Redevelopment Projects; (b) District Parking Redevelopment Projects; (c) District Green Space and Public Improvement Redevelopment Projects; (d) District Education and Housing Redevelopment Projects; (e) District Historic Rehabilitation Redevelopment Projects; and (f) District Retail and Mixed Use Redevelopment Projects (the entire proposal for redevelopment as described in the Redevelopment Plan being hereinafter referred to as a series of “**Redevelopment Projects**”); and

WHEREAS, the City’s Board of Aldermen did duly consider and adopt Ordinance No. 65857 on February 25, 2003 authorizing execution of a redevelopment agreement by and between the City and Developer, and the City did, pursuant to said ordinance, enter into a Redevelopment Agreement dated April 24, 2003 with the Developer (the “**Redevelopment Agreement**”) in order to implement the Redevelopment Plan and the Redevelopment Projects therein; and

WHEREAS, as implementation of the Redevelopment Plan and the Redevelopment Agreement progressed, it became evident that certain changes are required, and the Developer requested certain amendments to the Redevelopment Agreement with respect to the allocation of TIF Obligations; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 66431 in July 2004 authorizing execution of an amendment to the Redevelopment Agreement (“**First Amendment**”) in order to implement the requested changes to adjust the boundary of the Redevelopment area to that area described in Exhibit A attached hereto and to the allocation of TIF Obligations; and

WHEREAS, as the implementation of the Redevelopment Plan has continued to progress; it has become evident that certain additional changes are required and the Developer requested certain amendments to the Redevelopment Agreement which makes additional changes; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 67059 in March 2006 authorizing execution of a second amendment to the Redevelopment Agreement (“**Second Amendment**”) in order to implement the requested changes; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 68429 in August 2009 authorizing execution of a third amendment to the Redevelopment Agreement (“**Third Amendment**”) in order to implement the requested changes; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 68532 in December 2009 authorizing execution of a fourth amendment to the Redevelopment Agreement (“**Fourth Amendment**”) in order to implement the requested changes; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 68533 in December 2009 authorizing execution of a fifth amendment to the Redevelopment Agreement (“**Fifth Amendment**”) in order to implement the requested changes; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 68755 in October 2010 authorizing execution of a sixth amendment to the Redevelopment Agreement (“**Sixth Amendment**”) in order to implement the requested changes; and

WHEREAS, the City’s Board of Alderman did duly consider and adopt Ordinance No. 68857 in February 2011 authorizing execution of a seventh amendment to the Redevelopment Agreement (“**Seventh Amendment**”) in order to implement the requested changes; and

WHEREAS, the City acknowledges that it is in the best interests of the City and its residents for the general health, safety, morals and public welfare to authorize execution of an eighth amendment to the Redevelopment Agreement (“Eighth Amendment”) in order to implement the requested change.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

- 1. Section 2.E to the Redevelopment Agreement approved in Exhibit A to Ordinance Number 65857, as amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments shall be amended by inserting the following at the end of the section:

“Notwithstanding anything contained herein to the contrary, the City and its agencies shall have the right to grant ten (10) years of tax abatement in connection with any Redevelopment Project related to the property located at 3207 Washington.”

- 2. This Eighth Amendment shall be construed and enforced in accordance with the laws of the State of Missouri and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
3. No provision of this Eighth Amendment may be amended or modified, except by an instrument in writing signed by the parties.
4. Unless otherwise defined herein, any capitalized terms in this Eighth Amendment shall have the meanings provided in the Agreement. This Eighth Amendment may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment effective as of the date first above written.

“CITY”

CITY OF ST. LOUIS, MISSOURI

By: Francis G. Slay, Mayor

By: Darlene Green, Comptroller

[SEAL]

Attest:

Parrie May, City Register

Approved as to Form

Patricia Hageman, City Counselor

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

On this ___ day of _____ 201_, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid,

the day and year first above written.

Notary Public

[SEAL]

My Commission Expires:

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

On this ____ day of 201__, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have he my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

[SEAL]

My Commission Expires:

“DEVELOPER”

GRAND CENTER, INC., a Missouri Corporation

By: _____
Name: Vincent C. Schoemehl, Jr.
Title: President

STATE OF MISSOURI)
) SS.
____ OF _____)

On this ___ day of April, 201__, before me appeared Vincent C. Schoemehl, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of Grand Center, Inc., a Corporation of the State of Missouri, and that the seal affixed to 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 Vincent C. Schoemehl, Jr. acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

Approved: July 24, 2013

**ORDINANCE #69528
Board Bill No. 122**

An Ordinance pertaining to the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., as adopted and approved by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168 creating the “City Public Transit Sales Tax Trust

Fund” directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the “City Public Transit Sales Tax Trust Fund – Account ONE” appropriating \$10,032,500 from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2013 through, June 30, 2014; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the “City Public Transit Sales Tax Trust Fund” during the period of July 1, 2013 through June 30, 2014; and containing a severability clause.

WHEREAS, In accordance with Ordinance 65613, the City of St. Louis, Missouri is authorized to enter into a Memorandum of Agreement (MOA) with the Bi-State Development Agency and St. Louis County, Missouri providing for the City’s annual appropriation of the sales tax levied for public mass transportation purposes, and pursuant to provisions of Section 3.2 of the MOA, the City shall transfer monthly to the Trustee, BNY Trust of Missouri, in immediately available funds, moneys on deposit in the City Public Transit Sales Tax Fund account attributable to the quarter-cent sales tax imposed pursuant to Ordinance 63168 and approved by the voters on August 2, 1994;

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

SECTION ONE. All sales taxes collected pursuant to Section 94.660, RSMo., and Ordinance 63168 and distributed by the Director of Revenue to the Treasurer of St. Louis City as authorized by Senate Bill 432 (the “Act”) as approved and adopted by the voters of St. Louis City on August 2, 1994, pursuant to Ordinance 63168, shall be deposited in a special trust fund, to be known as the “City Public Transit Sales Tax Fund – Account ONE.”

SECTION TWO. There is hereby appropriated out of the “City Public Transit Sales Tax Trust Fund – Account ONE,” subject to the conditions herein contained in Sections Four and Five, the amount of \$10,032,500, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the “City Public Transit Sales Tax Trust Fund – Account ONE,” as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Section 94.660 RSMo., as approved and adopted by the voters of the City of St. Louis on August 2, 1994, pursuant to Ordinance 63168, are received from the Director of Revenue of the State of Missouri and are deposited in the “City Public Transit Sales Tax Trust Fund – Account ONE” as provided herein from July 1, 2013 through June 30, 2014.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the “City Public Transit Sales Tax Trust Fund” during the period from July 1, 2013 through June 30, 2014.

SECTION FIVE. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 24, 2013

**ORDINANCE #69529
Board Bill No. 123**

An Ordinance pertaining to the Transit Sales Tax imposed pursuant to Section 94.660, RSMo., as adopted and approved by the voters of St. Louis City on November 4, 1997, pursuant to Ordinance 64111 creating the “City Public Transit Sales Tax Trust Fund” directing the Treasurer of the City of St. Louis to deposit funds received pursuant to said sales tax into the “City Public Transit Sales Tax Trust Fund – Account TWO” appropriating \$10,032,500 from the said sales tax for the period herein stated to the Bi-State Development Agency for certain purposes; providing for the payment of such funds during the period July 1, 2013 through, June 30, 2014; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amounts of the proceeds deposited in the “City Public Transit Sales Tax Trust Fund” during the period of July 1, 2013 through June 30, 2014; and containing a severability clause.

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

SECTION ONE. All sales taxes collected pursuant to Section 94.660, RSMo., and Ordinance 64111 and distributed by the Director of Revenue to the Treasurer of St. Louis City as authorized by Section 94.660, RSMo. (the "Act") as approved and adopted by the voters of St. Louis City on November 4, 1997, pursuant to Ordinance 64111, shall be deposited in a special trust fund, to be known as the "City Public Transit Sales Tax Fund – Account TWO."

SECTION TWO. There is hereby appropriated out of the "City Public Transit Sales Tax Trust Fund – Account TWO," subject to the conditions herein contained in Sections Four and Five, the amount of \$10,032,500, for the period herein stated to the Bi-State Development Agency to be used for the purposes authorized by the Act.

SECTION THREE. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein on the "City Public Transit Sales Tax Trust Fund – Account TWO," as the proceeds from the one-quarter percent (1/4%) sales tax authorized by Section 94.660, RSMo., as approved and adopted by the voters of the City of St. Louis on November 4, 1997, pursuant to Ordinance 64111, are received from the Director of Revenue of the State of Missouri and are deposited in the "City Public Transit Sales Tax Trust Fund – Account TWO" as provided herein from July 1, 2013 through June 30, 2014.

SECTION FOUR. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of proceeds received from the Director of Revenue of the State of Missouri and deposited in the "City Public Transit Sales Tax Trust Fund" during the period from July 1, 2013 through June 30, 2014.

SECTION FIVE. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of the Bi-State Development Agency to receive funding from the United States, the remaining sections of the Ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 24, 2013

ORDINANCE #69530
Board Bill No. 124

An ordinance appropriating the sum of \$20,065,000, as described and defined in Section 94.600 through 94.655, R.S. Mo. 2000 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency for transportation purposes; and further providing that the appropriation is conditional upon the Bi-State Development Agency supplying the Board of Estimate and Apportionment an annual evaluation report; further providing that in no event shall the Comptroller draw warrants on the Treasurer for an amount greater than the amount of proceeds deposited in the "Transportation Trust Fund" during the period from July 1, 2013 through June 30, 2014; providing for the appropriation to be reduced if certain funds are used for other than public transit purposes; further providing that the appropriation is conditional upon Bi-State requiring the payment of prevailing wages and benefits to employees of outside service contractors; and containing a severability clause.

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

SECTION ONE. There is hereby appropriated from the unappropriated balance of the "Transportation Trust Fund," subject to the conditions herein contained in sections three (3) and four (4), the sum of \$20,065,000, as described and defined in Section 94.600 through 94.655, R.S. Mo. 2000 as amended for the period herein stated, which sum is hereby appropriated out of the "Transportation Trust Fund" to the Bi-State Development Agency to be used exclusively and without diversion in any way for public transit purposes pursuant to section 94.600 R.S. Mo. 2000.

SECTION TWO. The Comptroller of the City of St. Louis is hereby authorized and directed to draw warrants from time to time on the Treasurer of the City of St. Louis for payments to the Bi-State Development Agency, as authorized herein, on the "Transportation Trust Fund" as the proceeds of the one-half percent (1/2%) sales tax authorized by Ordinance No. 56554, approved June 29, 1973, are received from the Director of Revenue of the State of Missouri and are deposited in the "Transportation Trust Fund" as provided by Ordinance No. 56584, approved October 9, 1973, as provided herein from July 1, 2013 until the 30th day of June, 2014. This authorization is made subject to and conditional upon the Bi-State Development Agency submitting to the Board of Estimate and Apportionment an annual evaluation report describing services provided and the cost thereof including cost justification for overhead rates and other management fees. The receipt of any funds appropriated hereunder shall constitute

consideration for the Bi-State Development Agency's obligating itself to furnish the evaluation reports as required herein.

SECTION THREE. In no event shall the Comptroller draw warrants on the Treasurer of the City of St. Louis for an amount greater than the amount of the proceeds received from the Director of Revenue of the State of Missouri and deposited in the "Transportation Trust Fund" during the period from July 1, 2013 through June 30, 2014.

SECTION FOUR. (a) The Bi-State Development Agency ("Bi-State") shall include in all its requests for competitive bids for outside service work the requirement that the bidder pay prevailing wages and benefits to its employees in performing such contractual work.

(b) For the purpose of this ordinance, "prevailing wages and benefits" shall mean the wages paid generally in the St. Louis Metropolitan area to workers engaged in service work of a similar character, and all benefits associated therewith. Prior to letting any bid for outside service work, Bi-State shall establish prevailing wages and benefits for service workers in the contract for which the bid will be let, which shall be attached to and made a part of each bid specification. In establishing prevailing wages and benefits, Bi-State shall obtain from the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, a list of prevailing wages for the job classification(s) which come closest in nature and character to the jobs to be performed in the service contract for which bids are to be let. In addition to such list, Bi-State shall also base its established prevailing wages and benefits on information from the United States Department of Labor, Bureau of Labor Standards, to the greatest extent feasible.

(c) After establishing prevailing wages and benefits for a bid to be let, and not less than one week prior to letting the bid, Bi-State shall provide the Board of Aldermen, c/o the Clerk, with copies of all information and material used to establish such prevailing wages and benefits.

SECTION FIVE. In the event the Board of Estimate and Apportionment concludes that any funds herein appropriated or previously appropriated by the City of St. Louis to the Bi-State Development Agency and remaining unspent are used for other than public transit purposes, the appropriation herein enacted shall be reduced by an amount equal to the amount used for other than public transit purposes. The determination of the Board of Estimate and Apportionment of such spending for other than public transit purposes shall be conclusive.

SECTION SIX. The sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be unconstitutional or is inconsistent with the ability of Bi-State to receive funding from the United States, the remaining sections of this ordinance are valid unless the court finds the valid or consistent sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon the void or inconsistent section that it cannot be presumed that the Aldermen would have enacted the valid sections without the void or inconsistent sections, or unless the court finds that the valid or consistent sections, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

Approved: July 24, 2013

ORDINANCE #69531
Board Bill No. 127

AN ORDINANCE RECOMMENDED BY THE PARKING COMMISSION OF THE CITY OF ST. LOUIS AND AUTHORIZING AND DIRECTING THE CITY, ACTING THROUGH THE TREASURER OF THE CITY IN HER CAPACITY AS SUPERVISOR OF PARKING METERS, TO ISSUE A SUBORDINATED PARKING REVENUE BOND, SERIES 2013A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$1,500,000; SETTING FORTH CERTAIN TERMS AND CONDITIONS RELATIVE TO SUCH BOND; APPOINTING A BOND REGISTRAR AND PAYING AGENT IN CONNECTION WITH THE BOND; APPROVING AND AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL TRUST INDENTURE NO. 3, A CONTINUING DISCLOSURE AGREEMENT, IF REQUIRED, AND A TAX COMPLIANCE AGREEMENT; AUTHORIZING THE NEGOTIATED SALE OF THE BOND AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; THE TAKING OF OTHER ACTIONS, AND THE EXECUTION AND APPROVAL OF OTHER DOCUMENTS, AS ARE NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF; AUTHORIZING THE REIMBURSEMENT OF CERTAIN AMOUNTS PREVIOUSLY EXPENDED ON THE PROJECT TO BE FINANCED WITH THE PROCEEDS OF THE BOND; AND CONTAINING A SEVERABILITY CLAUSE.

WHEREAS, the City of St. Louis, Missouri (the "City" or the "Issuer"), acting through the Treasurer acting in her capacity as Supervisor of Parking Meters (the "Treasurer") (the "Issuer") is authorized under the laws of the State of Missouri, including

Section 82.485, Revised Statutes of Missouri (2000), as amended (the "Act"), to issue revenue bonds and pledge parking assets, including real property and future revenue, for the purpose of financing capital improvements; and

WHEREAS, such revenue bonds will be issued pursuant to a Trust Indenture among the City, the Parking Commission and UMB Bank, N.A. (the "Trustee") dated as of December 1, 2006 (the "Original Indenture") and any applicable supplemental indenture; and

WHEREAS, the City deems it advisable for the general welfare of the people residing and working in the City to now issue not to exceed \$1,500,000 aggregate principal amount of subordinated bonds (the "Series 2013A Bonds") under the Original Indenture and a Supplemental Trust Indenture No. 3 dated as of the first day of the month in which the Series 2013A Bonds are issued (the "Supplemental Indenture") among the City, the Parking Commission and the Trustee to (a) finance the costs of the hereinafter defined Series 2013 Project, and (b) pay the costs of issuance with respect to the Series 2013A Bonds; and

WHEREAS, in connection with the issuance of the Series 2013A Bonds it is necessary and desirable that the City, as issuer, enter into certain agreements including, without limitation, the Supplemental Indenture, the Purchase Contract dated as of the date of the sale of the Series 2013A Bonds between the City and the purchaser identified therein (the "Purchase Contract"), a Continuing Disclosure Agreement, if required by SEC Rule 15e2-12, dated as of the first day of the month in which the Series 2013A Bonds are issued, between the City and UMB Bank, N.A., as dissemination agent (the "Continuing Disclosure Agreement") and a Tax Compliance Agreement dated as of the first day of the month in which the Series 2013A Bonds are issued, between the City and the Trustee (the "Tax Compliance Agreement") and that the City execute certain other documents; and

WHEREAS, the Series 2013A Bonds shall state that such bonds do not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction and that the taxing power of the City, the State of Missouri or any political subdivision thereof is not pledged to the payment of the principal of, premium, if any, or interest on the Series 2013A Bonds;

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

Section One. Definitions. As used in this Ordinance, "Series 2013 Project" has the following meaning, and any other capitalized terms used herein shall have the meanings assigned to such terms in the Original Indenture:

"Series 2013 Project" means the acquisition of the Cupples 7 building situated at 1014 Spruce Street, in the City of St. Louis, Missouri, and the subsequent demolition of the building and the landscaping and improvement of the site.

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

(a) The issuance of the Series 2013A Bonds, the sale and delivery thereof through a negotiated sale and the use of the proceeds thereof to (i) finance the Series 2013 Project, and (ii) pay costs of issuance of the Series 2013A Bonds is necessary and desirable for the general welfare of the City.

(b) In approving the issuance of the Series 2013A Bonds and the sale and delivery thereof, it is the intention of the Board of Aldermen, that:

- (i) the aggregate principal amount of Series 2013A Bonds shall not exceed the amount set forth in Section Three hereof;
- (ii) this Ordinance authorizes the issuance and sale of the Series 2013A Bonds only.

Section Three. Authorization of the Series 2013A Bonds.

(a) The Board of Aldermen, acting as the governing authority of the City and on the recommendation of the Parking Commission, does hereby authorize the City, as the Issuer, to issue the Series 2013A Bonds in an aggregate principal amount not to exceed \$1,500,000, the proceeds of which Series 2013A Bonds shall be used to finance the Series 2013 Project, and for the other purposes stated in Section 2(a) above, and which Series 2013A Bonds shall be sold by a negotiated sale.

(b) The Series 2013A Bonds shall: (i) have a final maturity of not more than 30 years from the date of issuance; (ii) bear rates of interest at not more than the rates permitted by applicable Missouri law; (iii) be expressly subordinate and junior in right of payment to all other Bonds authorized by and at any time issued, authenticated and Outstanding under the Original Indenture and shall not be, nor be deemed to be, "Bonds," as defined in the Original Indenture; and (iv) be sold at par. Subject to

the provisions of this Ordinance, the Series 2013A Bonds shall be dated, mature, appear in such denominations, bear interest at such times and have such other terms and provisions as provided in the Supplemental Indenture.

(c) The payment of the costs of issuance of the Series 2013A Bonds out of the proceeds of the sale of such Series 2013A Bonds, and out of other available funds, is hereby approved on behalf of the City. The Treasurer, with the approval of the Parking Commission, shall enter into all contracts incident to the issuance and sale of the Series 2013A Bonds and the completion of the Series 2013 Project, and shall approve the payment by the Trustee of all costs incurred in connection with such issuance and sale of the Series 2013A Bonds and the completion of the Series 2013 Project.

Section Four. Manner of Sale of the Series 2013A Bonds; Application of Proceeds. The Series 2013A Bonds may be sold at a negotiated sale at the best price obtainable as the Mayor, the Comptroller and the Treasurer shall determine in their sole discretion, subject to the interest rate and par value limitations set forth in Chapter 108.170, Revised Statutes of Missouri, as amended. The proceeds of the sale of the Series 2013A Bonds shall be applied by the City simultaneously with the delivery of the Series 2013A Bonds in accordance with the provisions of the Supplemental Indenture.

Section Five. Limited Obligations. The Series 2013A Bonds and the interest thereon: (a) shall be limited obligations of the Issuer payable solely out of the Pledged Revenues received by the Trustee; (b) shall not constitute an indebtedness of the City, the State of Missouri or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction; and (c) shall not be backed by the taxing power of the City, the State of Missouri or any political subdivision thereof.

Section Six. Appointment of Trustee for Series 2013A Bonds. The Board of Aldermen of the City hereby authorizes and directs the appointment of the Trustee as the trustee, bond registrar and paying agent for the Series 2013A Bonds. Such appointments shall be effective immediately upon the filing of the Supplemental Indenture with the Trustee.

Section Seven. Approval of Bond Documents.

(a) **Series 2013A Bonds.** The bond form for the Series 2013A Bonds attached hereto as an exhibit to the Supplemental Indenture is hereby approved on behalf of the City. The proper officials of the City are hereby authorized and directed to execute and deliver the Series 2013A Bonds on behalf of the City in the manner provided in the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City. If any of the officials who shall have signed or sealed any of the Series 2013A Bonds shall cease to be such officials of the City before the Series 2013A Bonds so signed and sealed have been actually authenticated by the Trustee as specified in the Original Indenture or delivered by the City, the Series 2013A Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Series 2013A Bonds had not ceased to be such official or officials of the City; and any such Series 2013A Bonds also may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Series 2013A Bonds, shall be the proper officials of the City, although at the date of such Series 2013A Bonds any such person shall not have been such official of the City.

(b) **Supplemental Indenture.** The Supplemental Indenture, in the form attached hereto as Exhibit A, is hereby approved on behalf of the City. The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed to execute and deliver the Supplemental Indenture in such form and with such changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, including, without limitation, and subject to Section 5 hereof, changes to include a Deed of Trust or a Financing Lease with respect to the Series 2013 Project site, if required, as security for the Series 2013A Bonds, as the City officials executing the same shall approve, and the Registrar is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

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

(d) **Continuing Disclosure Agreement.** The Mayor, the Comptroller, the Treasurer, with the advice as to form of the City Counselor, and other appropriate City officials are hereby authorized and directed, if required by SEC Rule 15e2-12,

to execute and deliver a Continuing Disclosure Agreement in such form and with changes, modifications or completions thereof, not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the signatures of the City officials executing the same shall be conclusive as to their approval of the Continuing Disclosure Agreement by the City.

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

Section Eight. Incorporation of Exhibits. Exhibit A to this Ordinance is incorporated herein and made part of this Ordinance by this reference.

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

Section Ten. Reimbursement of Prior Expenditures. The Treasurer has heretofore temporarily advanced funds to pay costs incurred in connection with the Series 2013 Project, with the expectation and desire that such advances be reimbursed from the proceeds of the Series 2013A Bonds. Reimbursement of such costs is hereby approved, conditioned upon receipt from the Treasurer of an accounting for such prior expenditures accompanied by appropriate supporting documents. This Ordinance will express the "official intent" of the City that such project costs be reimbursed from the proceeds of the Series 2013A Bonds, and the proper officials shall take all steps necessary to meet the requirements of U.S. Treasury Regulations Section 1.150-2 (or successor provisions) promulgated under the Internal revenue Code of 1986, as amended.

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

SUPPLEMENTAL TRUST INDENTURE NO. 3

Dated as of _____, 2013

Among

**THE CITY OF ST. LOUIS, MISSOURI,
Acting through the Treasurer of the City of St. Louis, Missouri
in her capacity as Supervisor of Parking Meters,**

THE PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI,

And
UMB BANK, NA.,

as Trustee

THE CITY OF ST. LOUIS, MISSOURI

**\$1,500,000
Subordinated Parking Revenue Bond
Series 2013A**

SUPPLEMENTAL TRUST INDENTURE NO. 3

TABLE OF CONTENTS

	<u>Page</u>
Parties	1
Recital	1
 ARTICLE I DEFINITIONS, AUTHORITY FOR SUPPLEMENTAL INDENTURE NO. 3	
Section 101 Definitions of Words and Terms	2
Section 102 Authority for Supplemental Indenture No	3
 ARTICLE II THE SERIES 2013A Bond	
Section 201 Authorization and Terms of Series 2013A Bond	3
Section 202 Paying Agent and Registrar	4
 ARTICLE III REDEMPTION OF SERIES 2013A Bond	
Section 301 Redemption of Series 2013A Bond Prior to Maturity	4
Section 302 Optional Redemption	4
Section 303 Mandatory Redemption	4
 ARTICLE IV FUNDS AND ACCOUNTS, APPLICATION OF BOND PROCEEDS	
Section 401 Establishment of Funds and Accounts	4
Section 402 Deposit and Application of Bond Proceeds	5
Section 403 Deposit to Subordinated Indebtedness Funds	5
Section 404 Series 2013A Rebate Account	6
Section 405 Completion of Series 2013 Project	6
 ARTICLE V MISCELLANEOUS PROVISIONS	
Section 501 Applicability of Original Indenture and Supplemental Indenture No 3	6
Section 502 Further Assurances	6
Section 503 Immunity of Officers, Employees and Members of the Issuer	6
Section 504 Benefit of Supplemental Indenture No. 3	6
Section 505 Severability	7
Section 506 Execution in Counterparts	7
Section 507 Governing Law	7
Section 508 Transactions by Electronic Means	7
[Signatures on Following Pages]	7
Signatures	S-1
Exhibit A - Form of Series 2013A Bond	

SUPPLEMENTAL TRUST INDENTURE NO. 3

This **SUPPLEMENTAL TRUST INDENTURE NO. 3** dated as of _____, 2013 (“**Supplemental Indenture No. 3**”), is entered into among **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision, acting through the Treasurer of the City in her capacity as Supervisor of Parking Meters (the “**Issuer**”), the **PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI**, a parking commission established pursuant to the hereinafter defined Act (the “**Parking Commission**”), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in St. Louis, Missouri, as trustee (the “**Trustee**”).

RECITALS

1. This Supplemental Indenture No. 3 supplements the Trust Indenture dated as of December 1, 2006, among the Issuer, the Parking Commission and the Trustee (said Trust Indenture, as originally executed, the “**Original Indenture**”, and with all amendments and supplements thereto, including this Supplemental Indenture No. 3, the “**Indenture**”), under which the Issuer from time to time may issue and deliver one or more Series of Bonds for the purpose of (a) paying all or a portion of the Costs of the Project, (b) refunding all or a portion of one or more Series of Bonds then Outstanding or all or a portion of one or more series of bonds issued by the Issuer under a separate indenture to finance a portion of the Parking System, (c) funding reserve deposits and capitalized interest with respect to such Bonds and/or (d) paying Costs of Issuance.

2. Pursuant to the Act and Ordinance No. _____ duly adopted by the Board of Aldermen on _____, 2013 and duly approved by the Mayor on _____, 2013, the Issuer is authorized to issue a Subordinated Parking Revenue Bond under the Original indenture, as supplemented by this Supplemental Indenture No. 3, to be designated Subordinated Parking Revenue Bond, Series 2013A (the “**Series 2013A Bond**”), in the original aggregate principal amount not to exceed \$1,500,000, for the purpose of providing funds to (a) finance the Costs of the Project consisting of the acquisition of the Cupples 7 building situated at 1014 Spruce Street in the City and the subsequent demolition of the building and the landscaping and improvement of the site (the “**Series 2013 Project**”), and (b) pay the Costs of Issuance with respect to the Series 2013A Bond.

3. The Series 2013A Bond will be secured under the Indenture in accordance with the terms and provisions of the Original Indenture applicable to Subordinated Bonds.

4. All acts necessary to make the Series 2013A Bond, when authenticated by the Trustee and issued as provided in the Original Indenture and this Supplemental Indenture No. 3, the valid, legal and binding obligation of the Issuer, and to constitute the Original Indenture as supplemented by this Supplemental Indenture No. 3 a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made therein and herein for the security of the payment of the Series 2013A Bond, have been done and performed, and the execution and delivery of this Supplemental Indenture No. 3 and the execution and issuance of the Series 2013A Bond, subject to the terms of this Supplemental Indenture No. 3, have in all respects been duly authorized by the Issuer.

NOW, THEREFORE, the Issuer covenants and agrees with the Trustee, for the benefit of the Owner of the Series 2013A Bond, that the Series 2013A Bond is to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee as provided in the Original Indenture, subject to the further covenants, conditions and trusts hereinafter and in the Original Indenture set forth, as follows:

**ARTICLE I
DEFINITIONS, AUTHORITY FOR SUPPLEMENTAL INDENTURE NO. 3****Section 101 Definitions of Words and Terms.**

For all purposes of this Supplemental Indenture No. 3, except as otherwise provided or unless the context otherwise requires, words and terms used in this Supplemental Indenture No. 3 shall have the meanings set forth in **Section 101** of the Original Indenture and the following meanings set forth in this Section. Any words and terms defined herein that are not already defined in the Original Indenture are intended to supplement the definitions contained therein. Any words and terms defined herein that are already defined in the Original Indenture are intended to replace and supersede such definitions already contained therein for purposes related to the Series 2013A Bond. If any of the following definitions conflict with the definitions already set forth in the Original Indenture, the definitions set forth herein shall take precedence:

“**Indenture**” means the Original Indenture, as from time to time amended and supplemented by Supplemental Indentures

in accordance with the provisions of the Original Indenture, including this Supplemental Indenture No. 3.

“*Initial Advance*” means \$_____.

“*Issue Date*” means the date of issuance of the Series 2013A Bond.

“*Original Indenture*” means the Trust Indenture dated as of December 1, 2006, among the Issuer, the Parking Commission and the Trustee, as from time to time amended in accordance with the provisions thereof.

“*Original Purchaser*” means, with respect to the Series 2013A Bond, Pulaski Bank.

“*Purchase Contract*” means the Bond Purchase Contract dated _____, 2013, between the Issuer and Pulaski Bank.

“*Series 2013 Project*” has the meaning set forth in Recital paragraph 2.

“*Series 2013A Bond*” means the Subordinated Parking Revenue Bond, Series 2013A, in the maximum amount of \$1,500,000 bearing interest at a rate of 2.30% per annum, maturing _____, 2023.

“*Supplemental Indenture No. 3*” means this Supplemental Trust Indenture No. 3 as originally executed by the Issuer, the Parking Commission and the Trustee, and as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of the Original Indenture and this Supplemental Indenture No. 3.

“*Tax Compliance Agreement*” means the Tax Compliance Agreement dated as of _____, 2013 between the Issuer and the Trustee.

“*Trustee*” means UMB Bank, NA., and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

Section 102 Authority for Supplemental Indenture No. 3.

This Supplemental Indenture No. 3 is adopted pursuant to the provisions of the Act, and is supplemental to, and is authorized, executed and delivered in accordance with, **Article II** and **Article XI** of the Original indenture.

**ARTICLE II
THE SERIES 2013A BOND**

Section 201 Authorization and Terms of Series 2013A Bond.

- (a) Authorization and Amount. The Issuer hereby authorizes the issuance of a single Series 2013A Bond under the Original Indenture and by this Supplemental Indenture No. 3 in the total aggregate principal amount not to exceed **\$1,500,000**. The Series 2013A Bond shall be issued as a draw down bond to finance the Costs of the Series 2013 Project, and pay the Costs of Issuance with respect to the Series 2013A Bond.
- (b) Date and Maturity. The Series 2013A Bond shall be dated the date of its original issuance and delivery, and shall mature on (subject to prior redemption as provided in Article III) _____, 2023.
- (c) Interest. The Series 2013A Bond shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance from time to time outstanding at the rate of 2.30% per annum, payable on _____ and _____ of each year, beginning on _____, 2013.
- (d) Form and Denominations. The Series 2013A Bond shall be issuable as a single fully registered bond without coupons in substantially the form set forth in **Exhibit A** attached to this Supplemental Indenture No. 3, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Supplemental Indenture No. 3. The Series 2013A Bond may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Series 2013A Bond shall be numbered **RA-1**. No “**CUSIP**” identification number is required.

- (e) Execution and Delivery. The Series 2013A Bond shall be executed in the manner set forth in **Section 304** of the Original Indenture and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2013A Bond by the Trustee the documents required by **Section 202** of the Original Indenture shall be filed with the Trustee.

When such documents have been filed with the Trustee, and when the Series 2013A Bond has been executed and authenticated as required by **Section 304** of the Original Indenture, the Trustee shall deliver the Series 2013A Bond to or upon the order of the Original Purchaser, but only upon payment of the Initial Advance on such Series 2013A Bond. The net proceeds of the sale of the Series 2013A Bond paid over to the Trustee shall be deposited and applied as provided in Article V of the Original Indenture and **Article IV** of this Supplemental Indenture No. 3.

Section 202 Paying Agent and Registrar.

UMB Bank, N.A., is hereby designated as Paying Agent for the purpose of effecting payment of the principal or redemption price of and interest on the Series 2013A Bond and as Registrar.

**ARTICLE III
REDEMPTION OF SERIES 2013A BOND**

Section 301 Redemption of Series 2013A Bond Prior to Maturity.

The Series 2013A Bond shall be subject to optional and mandatory redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as specified in **Article IV** of the Original Indenture.

Section 302 Optional Redemption.

- (a) The Series 2013A Bond will be subject to redemption and payment prior to maturity, at any time, in whole or in part on any date at the Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.
- (b) The Series 2013A Bond will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, in whole or in part at any time, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any sale proceeds of the Series 2013 Project site.

Section 303 Mandatory Redemption.

The Series 2013A Bond is subject to mandatory redemption without notice on the dates and in the amounts set forth in the table below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date, without premium.

Date	Amount	Date	Amount
_____, 2014	\$ _____	_____, 2019	\$ _____
_____, 2015	\$ _____	_____, 2020	\$ _____
_____, 2016	\$ _____	_____, 2021	\$ _____
_____, 2017	\$ _____	_____, 2022	\$ _____
_____, 2018	\$ _____	_____, 2023*	\$ _____

* Final Maturity

**ARTICLE IV
FUNDS AND ACCOUNTS, APPLICATION OF BOND PROCEEDS**

Section 401 Establishment of Funds and Accounts.

In addition to the Funds and Accounts established by **Section 501** of the Original Indenture, there are hereby established in the custody of the Trustee the following Accounts and subaccounts with respect to the Series 2013A Bond:

- (a) Within the Project Fund, the Series 2013A Project Account (the “**Series 2013A Project Account**”).

- (b) Within the Costs of Issuance Fund, the Series 2013A Costs of Issuance Account (the “**Series 2013A Costs of Issuance Account**”).
- (c) Within the Subordinated Indebtedness Fund, the Series 2013A Debt Service Account (the “**Series 2013A Debt Service Account**”).
- (d) Within the Rebate Fund, the Series 2013A Rebate Account (the “**Series 2013A Rebate Account**”).

Section 402 *Deposit and Application of Bond Proceeds.*

The proceeds of each draw under the Series 2013A Bond shall be paid to the Trustee, and the Trustee shall deposit and apply such proceeds as follows:

- (a) Deposit to the credit of the Series 2013A Costs of Issuance Account in the Costs of Issuance Fund the sum of \$_____, which deposit shall be applied by the Trustee as provided in **Section 503** of the Original Indenture.
- (b) Deposit to the credit of the Series 2013A Project Account in the Project Fund all other proceeds, which amounts shall be disbursed by the Trustee for payment of Costs of the Series 2013 Project in the manner set forth in **Section 502** of the Original Indenture.
- (c) No amount shall be deposited in the Debt Service Fund or the Repair and Replacement Fund.
- (d) The Series 2013A Bond shall not be covered by the Common Debt Service Reserve Fund, no separate Series 2013A Debt Service Reserve Fund shall be established for the Series 2013A Bond, and no amount shall be deposited in any Debt Service Reserve Fund or Account for the Series 2013A Bond.

Section 403 *Deposit to Subordinated Indebtedness Funds.* In accordance with Section 505 of the Original Indenture, the Trustee shall, after paying or crediting to the specified Funds or Accounts in the order and amounts specified in subsections (b)(1) through (6) of such Section 505, (a) deposit to the Series 2013A Debt Service Account, hereby established within the Subordinated Indebtedness Fund, that fractional portion of the interest on the Series 2013A Bond that is payable on the next interest payment date determined by multiplying the amount of such interest by a fraction, the numerator of which is “1”, and the denominator of which is the number of months in the period from the most recent prior interest payment date until such next interest payment date [from and after _____ 1, 2013, that fraction will normally be one-sixth (1/6th)], and (b) commencing as of the end of the month of _____, 2013, deposit to the Series 2013A Debt Service Account within the Subordinated Indebtedness Fund, one-twelfth (1/12th) of the Required Principal of the Series 2013A Bond that is payable on the next principal payment date.

Section 404 *Series 2013A Rebate Account.* There shall be deposited in the Series 2013A Rebate Account such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. The Trustee shall remit from moneys in the Series 2013A Rebate Account all rebate installments and a final rebate payment to the United States required by the Tax Compliance Agreement.

The obligation to pay arbitrage rebate to the United States with respect to the Series 2013A Bond and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Series 2013A Bond until all rebatable arbitrage shall have been paid.

Section 405 *Completion of Series 2013 Project.* The completion of acquisition, demolition and site improvement of the Series 2013 Project shall be evidenced by an issuer’s Certificate filed with the Trustee, stating that the Series 2013 Project has been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such issuer’s Certificate, the balance in the Series 2013 Project Account shall be deposited into the Series 2013A Debt Service Account of the Subordinated Indebtedness Fund and credited toward deposits of Required Principal as provided in Section 403(b) of this Supplemental Indenture No. 3.

ARTICLE V
MISCELLANEOUS PROVISIONS

Section 501 *Applicability of Original Indenture and Supplemental Indenture No 3.*

Except as otherwise provided in this Supplemental Indenture No. 3, the provisions of the Original Indenture are hereby ratified, approved and confirmed and incorporated herein and shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale and delivery of the Series 2013A Bond, the custody and the distribution of the proceeds and the security, payment, redemption and enforcement of payment thereof.

Section 502 ***Further Assurances.***

The Issuer shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Supplemental Indenture No. 3.

Section 503 ***Immunity of Officers, Employees and Members of the Issuer.***

No recourse shall be had for the payment of the principal or Redemption Price of or interest on Series 2013A Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Supplemental Indenture No. 3 against any past, present or future officer, director, member, employee or agent of the Issuer, or of any successor public corporation, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Supplemental Indenture No. 3 and the issuance of the Series 2013A Bond.

Section 504 ***Benefit of Supplemental Indenture No. 3.***

This Supplemental Indenture No. 3 shall inure to the benefit of and shall be binding upon the Issuer, the Parking Commission and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Supplemental Indenture No. 3, nothing in this Supplemental Indenture No. 3 or in the Series 2013A Bond, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under the Original Indenture and the owners of the Series 2013A Bond, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture No. 3.

Section 505 ***Severability.***

If any provision in this Supplemental Indenture No. 3 or in the Series 2013A Bond shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 506 ***Execution in Counterparts.***

This Supplemental Indenture No. 3 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 507 ***Governing Law.***

This Supplemental Indenture No. 3 shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 508 ***Transactions by Electronic Means.***

The transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Issuer, the Parking Commission and the Trustee have caused this Supplemental Trust Indenture No. 3 to be duly executed by their duly authorized representatives, as of the day and year first above written.

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

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

By: _____
Name: Darlene Greene
Title: Comptroller

By: _____
Name: Tishaura Jones
Title: Supervisor of Parking Meters

ATTEST:

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

APPROVED AS TO FORM:

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

PARKING COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI

By: _____
Name: Tishaura Jones
Title: Chairman and Supervisor of Parking Meters of the City of St. Louis, Missouri

ATTEST:

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

UMB BANK, N.A., as Trustee

By: _____
Name: Brian Krippner
Title: Vice President

ATTEST

By: _____
Name: _____
Title: _____

**EXHIBIT A
TO SUPPLEMENTAL TRUST INDENTURE NO. 3
(FORM OF BOND)
UNITED STATES OF AMERICA
STATE OF MISSOURI**

**THE CITY OF ST. LOUIS, MISSOURI
SUBORDINATED PARKING REVENUE BOND
SERIES 2013A**

Interest Rate	Maturity Date	Date of Bond
2.30%	_____	_____, 2013

Registered Owner:

Principal Amount: _____

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

The **CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and political subdivision, acting through the Treasurer of the City of St. Louis, Missouri in her capacity as Supervisor of Parking Meters (the “**Issuer**”), for value received, promises to pay, but solely from the sources herein specified, to the Registered Owner (the “**Owner**”) named above, or registered assigns, the principal amount stated above, or such lesser amount as may be unpaid, on the maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Bond stated above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ 15 and _____ 15 in each year, commencing on _____ 15, 2013, until said principal amount is paid.

This is a “draw down” Bond. Subject to the terms and conditions set forth herein, and so long as no Event of Default has occurred and is continuing, at any time prior to _____, 2013, the Owner of this Bond agrees to make advances (each an “Advance”) of principal to the Issuer as Issuer may from time to time request. Each Advance shall be for an aggregate principal amount of at least \$10,000 or any larger multiple of \$10,000. Issuer shall give written notice to the Owner not later than 10:00 a.m. (St. Louis time) on the day on which an Advance is to be made specifying:

- (i) the date of such Advance, which shall be a Business Day; and
- (ii) the aggregate principal amount of such Advance.

On the date of each Advance, the Owner shall make available such Advance to Issuer by 2:00 p.m. Central Standard Time by wire transfer of immediately available funds to such address as Issuer shall have specified.

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

Authorization of Bond. This Bond is the only Bond of a duly authorized series of the Issuer, designated “**Subordinated Parking Revenue Bond, Series 2013A**” (the “**Series 2013A Bond**”), issued pursuant to the authority of and in full compliance with the constitution and statutes of the State of Missouri, including particularly Section 82.470 et seq., of the Revised Statutes of Missouri, as amended, and pursuant to proceedings duly had by the Issuer. The Series 2013A Bond is equally and ratably secured and entitled to the protection given by a Trust Indenture, dated as of December 1, 2007 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “**Indenture**”), as supplemented by Supplemental Trust Indenture No. 3 (the “**Supplemental Indenture**”) dated as of _____, 2013, among the Issuer, the Parking Commission of the

City of St. Louis, Missouri and the Trustee, to provide funds for the purposes described in the Supplemental Indenture. Under the Indenture, the Issuer has pledged and assigned the Pledged Revenues and other funds held under the Indenture to the Trustee as security for all of the Bonds, including the Series 2013A Bond, authorized, issued and outstanding under the Indenture. Reference is hereby made to the Indenture, including the Supplemental Indenture, which may be inspected at the designated corporate trust office of the Trustee, for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Series 2013A Bond, and the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2013A Bond, and a description of the terms upon which the Series 2013A Bond are issued and secured, upon which provision for payment of the Series 2013A Bond or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Series 2013A Bond.

This Bond is further secured by a Deed of Trust on the Series 2013 Project creating a first priority lien on and security interest in the Series 2013 Project site for the benefit of the holder of this Bond.

Redemption of Bond Prior to Maturity. The Series 2013A Bond is subject to optional and mandatory redemption prior to maturity as follows:

Optional Redemption. The Series 2013A Bond will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, on and after _____, _____, in whole or in part on any date at the Redemption Price of 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium.

Extraordinary Optional Redemption From Project Sale Proceeds. The Series 2013A Bond will be subject to redemption and payment prior to maturity, at the option and written direction of the Issuer, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, on the earliest practicable date upon which notice may be given, from any sale proceeds of the Series 2013 Project site.

Mandatory Redemption. The Series 2013A Bond is subject to mandatory redemption without notice on the dates and in the amounts set forth in the table below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date, without premium.

Date	Amount	Date	Amount
_____, 2014	\$ _____	_____, 2019	\$ _____
_____, 2015	\$ _____	_____, 2020	\$ _____
_____, 2016	\$ _____	_____, 2021	\$ _____
_____, 2017	\$ _____	_____, 2022	\$ _____
_____, 2018	\$ _____	_____, 2023*	\$ _____

* Final Maturity

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Owner of the Bond at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Series 2013A Bond or portions to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bond or portions shall cease to bear interest. Notwithstanding the foregoing, no notice of redemption shall be required for redemptions pursuant to the Mandatory Redemption requirements.

Limitation on Rights. The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of the Series 2013A Bond issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Series 2013A Bond or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Limited and Subordinated Obligation. The Series 2013A Bond and the interest thereon are special, limited obligations of the Issuer payable solely out of the Pledged Revenues and other funds derived by the Issuer and deposited in the Subordinated Indebtedness Fund under the Indenture and are secured by a pledge and assignment of such Pledged Revenues and other funds as provided in the Indenture; provided, however, that such payment and pledge is subordinate and junior in all respects to the pledge and lien created under the Indenture as security for Bonds, other than subordinated Bonds, issued under the Indenture. The Series

2013A Bond shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Indenture. The issuance of the Series 2013A Bond shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment. The State of Missouri shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2013A Bond or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or its taxing power. The Issuer has no power to tax.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CITY OF ST. LOUIS, MISSOURI, acting through the Treasurer of The City of St. Louis, Missouri in his capacity as Supervisor of Parking Meters, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor, Comptroller, Supervisor of Parking Meters, attested by the City Register, and approved as to form by the Deputy City Counselor, all as of the Date of Bonds specified above.

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

By: _____
Name: Francis G Slay
Title: Mayor

By: _____
Name: Darlene Green
Title: Comptroller

[SEAL]

By: _____
Name: Tishaura Jones
Title: Supervisor of Parking Meters

ATTEST:

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

APPROVED AS TO FORM:

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

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2013A Bond described in the within mentioned Indenture.

Date of Authentication:

UMB BANK, N.A., Trustee

By: _____
Title: Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Approved: July 24, 2013

**ORDINANCE #69532
Board Bill No. 70**

An ordinance, recommended by the Board of Public Service, authorizing and directing the Mayor and the Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, a permanent Easement, which shall give, grant, extend and confer on The Procter & Gamble Manufacturing Company, its agents, successors, and assigns, the right to build and maintain pipelines and all incidental fixtures for the transportation of water, while reserving any and all of the City's rights including but not limited to the City's right to dedicate all or a portion of the Easement Area for use as a public street and roadway, and containing an emergency clause.

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

SECTION ONE. The Mayor and the Comptroller of the City of St. Louis are hereby authorized and directed to execute a permanent Easement, attached hereto as Exhibit "A" which shall give, grant, extend and confer onto The Procter & Gamble Manufacturing Company, its agents, successors, and assigns, the right to build and maintain pipelines and all incidental fixtures for the transportation of water, while reserving any and all of the City's rights including but not limited to the City's right to dedicate all or a portion of the Easement Area for use as a public street and roadway.

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

(Space Above Reserved for Recorder of Deeds)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made effective as of the ____ day of _____, 2013 (“**Effective Date**”), by and between THE CITY OF ST. LOUIS, a municipal corporation (“**Grantor**”), and THE PROCTER & GAMBLE MANUFACTURING COMPANY, an Ohio corporation (“**Grantee**”).

Preamble

A. Grantor is the fee owner of certain real estate, located in the City of St. Louis, Missouri and legally described on the attached **Exhibit A** (the “**Grantor Parcel**”);

B. Grantee is the fee owner of certain real estate, located in the City of St. Louis, Missouri and legally described on the attached **Exhibit B** (the “**Grantee Parcel**”); and

C. Grantor wishes to grant to Grantee for the benefit of the Grantee Parcel an easement over, under, across and through a portion of the Grantor Parcel, on the terms and conditions described in this Agreement.

Agreement

ARTICLE I GRANT OF EASEMENT

1.1 **Grant of Easement.** Grantor grants to Grantee a permanent easement and right-of-way over, under, across and through that portion of the Grantor Parcel described on **Exhibit C** and depicted on **Exhibit D** (“**Easement Area**”) for purposes of constructing, operating, maintaining, repairing, replacing and removing pipelines and all incidental fixtures for the transportation of water (collectively, the “**Easement**”). The Easement shall be for the use and benefit of Grantee and its successors, assigns, employees, agents, contractors, tenants, licensees, invitees and visitors (the “**Grantee Parties**”).

ARTICLE II MAINTENANCE AND CONSTRUCTION

2.1 **Easement Area Maintenance Responsibility.** Grantee shall keep and maintain its pipelines and all incidental fixtures in good condition and repair, and in full compliance with all applicable laws; except that, if such maintenance, repair or replacement is required due to the negligence or willful misconduct of Grantor, its agents, tenants, occupants, employees, invitees, licensees, successors or assigns (the “**Grantor Parties**”), Grantor shall make the necessary repairs, at Grantor’s discretion and with Grantee’s consent, or reimburse Grantee for all reasonable, out-of-pocket costs and expenses incurred by Grantee in connection with such maintenance, repair or replacement within thirty (30) days after receipt of Grantee’s written demand; a reimbursement request shall be accompanied by invoices or other reasonable supporting information. If Grantor fails to make repairs or reimburse Grantee within the prescribed thirty (30) day period, then such amount shall thereafter bear interest at the maximum legal rate until paid.

2.2 **Right of Entry.** The Grantee Parties will have a nonexclusive right of ingress and egress and an easement over, under, across and through the Grantor Parcel as may be reasonably necessary to enable the Grantee Parties to perform any of Grantee’s maintenance or repair obligations under this Agreement.

2.3 **Construction.** The Easement Area will be paved with asphalt or a similar surface, but under no circumstances will buildings or other structures be erected, or trees or other vegetation be planted, within the Easement Area. Grantee shall be permitted to remove any asphalt or similar paved surface on the Easement Area in connection with its performance of any construction, maintenance or repair rights or obligations under this Agreement, provided that Grantee shall promptly replace such surface, at its sole cost and expense, upon completion of such construction, maintenance or repair work.

ARTICLE III INDEMNIFICATION AND INSURANCE

3.1 **Indemnification and Insurance.** To the fullest extent permitted by law Grantor and Grantee will indemnify and hold each other harmless from and against any and all loss, liability, claim, injury, damage and/or expense arising out of the negligence or willful misconduct of the indemnifying party and its associated parties (the Grantee Parties, or Grantor Parties, as the case may be) related to the use of the Easement Area or any rights or obligations under this Agreement; and the indemnifying party shall defend by counsel satisfactory to the indemnified party any suit or action brought against the indemnified party based on any such alleged injury or damage and shall pay all damages, costs and expenses, including, without limitation, reasonable attorneys’

fees, connected therewith or resulting therefrom.

3.2 Waiver of Subrogation. Each party waives all rights and claims that might form the basis for a right of subrogation by any insurance carrier. All insurance policies relating to the Easement Area will contain a waiver of subrogation provision or endorsement, whether or not the insurance is required under this Agreement, and whether the policy is purchased by a party or its agents.

ARTICLE IV NOTICES

4.1 Notices. All notices, demands and requests required under this Agreement shall be in writing and shall be delivered in person, or by certified mail with return receipt, or by any generally available overnight commercial delivery service, to the notice addresses set out in Section 4.2. All properly delivered notices will be effective on the date they are received, or on the date delivery is refused.

4.2 Addresses for Notice. Notices will be delivered to: (a) the addresses set out below; or (b) to any other address specified in a written notice delivered as required in Section 4.1; or (c) if any such notice is returned (or if Grant or Grantee is no longer in title), then to the tax mailing address of the owner of the Grantor Parcel or the Grantee Parcel, as applicable.

Notice to Grantor:	James M. Garavaglia, Asset Manager Office of the Comptroller, City of St. Louis 1200 Market St., Suite 3005 St. Louis, Missouri 63103
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Notice to Grantee:	The Procter & Gamble Manufacturing Company Attn: Real Estate Dept. (TE-4) 2 Procter & Gamble Plaza Cincinnati, Ohio 45202
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ARTICLE V MISCELLANEOUS

5.1 Quiet Enjoyment. Grantor covenants that at all times during the term of this Agreement, Grantee's quiet enjoyment of all or any part of the Easement Area shall not be disturbed as long as Grantee is not in material default beyond any applicable grace or cure period.

5.2 Limitation of Liability. This Agreement is intended to obligate and benefit the owner of the Grantor Parcel and the Grantee Parcel. Accordingly, Grantor and Grantee, and their respective successors and assigns, will each be liable only for obligations accruing under this Agreement during each of their respective periods of ownership of the Grantee Parcel or the Grantor Parcels, as the case may be.

5.3 Waiver. No provision of this Agreement shall be deemed to have been waived unless the waiver is expressed in writing. The failure to insist upon the strict performance of any of the covenants, terms and conditions of this Agreement or to exercise any right or benefit granted in this Agreement will not be construed to waive or relinquish any future reliance on or exercise of any such covenant, term, condition, right or benefit; and each of these will remain in full force and effect.

5.4 Covenants Running with the Land: Successors and Assigns. This Agreement and covenants herein contained (a) shall run with the land, (b) shall apply to and be binding upon Grantor, Grantee and their respective successors and assigns, and subsequent owners of any portion of the Grantor Parcel or the Grantee Parcel, and (c) shall be for the benefit of the subsequent owners of any portion of the Grantor Parcel or the Grantee Parcel. Notwithstanding anything to the contrary herein, if and when the City of St. Louis desires to dedicate all or a portion of the Easement Area for use as a public street and roadway, Grantee shall consent to such dedication provided that such dedication shall be made subject to the Easement, which shall continue to be in full force and effect following such dedication.

5.5 Amendments. This Agreement may not be amended, modified or terminated, except by a written instrument executed by the owners of the Grantee Parcel and the Grantor Parcel and recorded in the Office of Recorder of Deeds of St. Louis County, Missouri.

5.6 Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of

Missouri.

5.7 Authority. Grantor covenants and warrants to Grantee that: (i) Grantor has full right, power and authority to execute this Agreement; (ii) it has good title to the Grantor Parcel; and (iii) to Grantor’s actual knowledge, execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, license, lease or other agreement binding on Grantor. Grantee covenants and warrants to Grantor that: (i) Grantee has full right, power and authority to execute this Agreement, and (ii) to Grantee’s actual knowledge, execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, license, lease or other agreement binding on Grantee.

5.8 Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

5.9 Relationship to Parties. Nothing in this Agreement will be construed to create the relationship of principal and agent, of partnership or of joint venture between the parties.

5.10 Exhibits. The following exhibits are attached to and made a part of this Agreement:

- Exhibit A: Legal Description of Grantor Parcel
- Exhibit B: Legal Description of Grantee Parcel
- Exhibit C: Legal Description of Easement Area
- Exhibit D: Depiction of Easement Area

5.11 Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same original document.

See next pages for signatures

THE CITY OF ST. LOUIS,
a municipal corporation

By: _____
Name: _____
Title: Mayor

By: _____
Comptroller

ATTEST:

REGISTER

APPROVED AS TO FORM:

City Counselor

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

This Agreement was signed, acknowledged and sworn before me this ____ day of _____, 2013 by _____, _____ of THE CITY OF ST. LOUIS, a municipal corporation, on behalf of said entity.

Notary Public
My Commission Expires: _____

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

This Agreement was signed, acknowledged and sworn before me this ____ day of _____, 2013 by _____, _____ of THE CITY OF ST. LOUIS, a municipal corporation, on behalf of said entity.

Notary Public
My Commission Expires: _____

THE PROCTER & GAMBLE
MANUFACTURING COMPANY,
an Ohio corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

This Agreement was signed, acknowledged and sworn before me this ____ day of _____, 2013 by _____, _____ of THE PROCTER & GAMBLE MANUFACTURING COMPANY, an Ohio corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____

EXHIBIT A

Legal Description of Grantor Parcel

C B 2450 NO FRONT
20.851 ACRES
BISSELLS 4TH ADDN
BOUNDED S FERRY ST

EXHIBIT B

Legal Description of Grantee Parcel
(Is on file in the Register's Office.)

EXHIBIT C

Legal Description of Easement Area

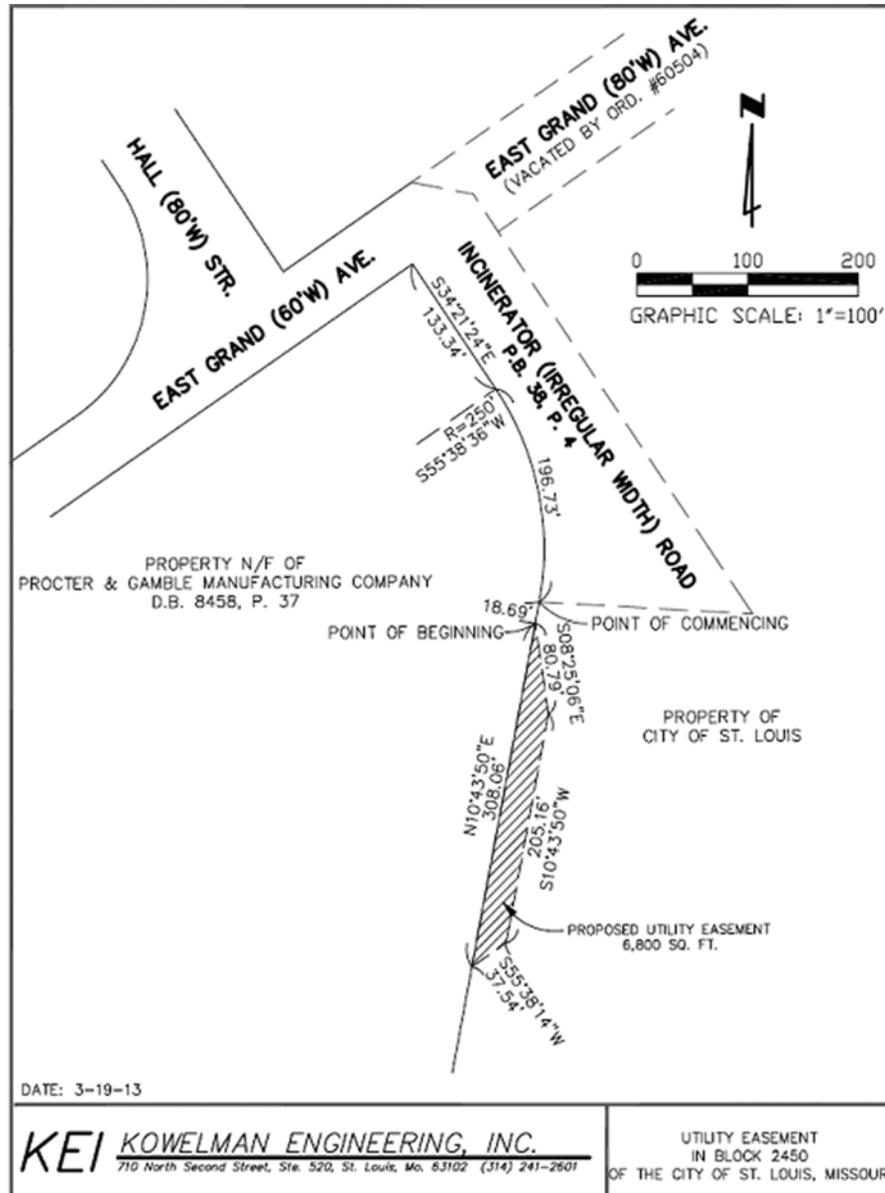
A TRACT OF LAND IN BLOCK 2450 OF THE CITY OF ST. LOUIS, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF INCINERATOR ROAD, AS DEDICATED IN PLAT BOOK 38, PAGE 4 OF THE ST. LOUIS CITY RECORDS, BEING ON THE EAST LINE OF PROPERTY CONVEYED TO THE PROCTER & GAMBLE MANUFACTURING COMPANY BY DEED RECORDED IN BOOK 8458, PAGE 37 OF THE ST. LOUIS CITY RECORDS; THENCE SOUTH 10 DEGREES 43 MINUTES 50 SECONDS WEST 18.69 FEET ALONG SAID EAST LINE OF THE PROCTER & GAMBLE MANUFACTURING COMPANY PROPERTY TO THE ACTUAL POINT OF BEGINNING; THENCE SOUTH 08 DEGREES 25 MINUTES 06 SECONDS EAST 80.79 FEET TO A POINT; THENCE SOUTH 10 DEGREES

43 MINUTES 50 SECONDS WEST 205.16 FEET TO A POINT; THENCE SOUTH 55 DEGREES 38 MINUTES 14 SECONDS WEST 37.54 FEET TO THE AFORESAID EAST LINE OF THE PROCTER & GAMBLE MANUFACTURING COMPANY PROPERTY; THENCE ALONG SAID EAST LINE NORTH 10 DEGREES 43 MINUTES 50 SECONDS EAST 308.06 FEET TO THE ACTUAL POINT OF BEGINNING AND CONTAINING 6,800 SQUARE FEET.

EXHIBIT D

Depiction of Easement Area



Approved: July 24, 2013

**ORDINANCE #69533
Board Bill No. 86**

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to enter into agreements with the National Association of County and City Health Officials for the 2013 Community Guide Capacity Building Demonstration Program funded by the Centers for Disease Control and Prevention Grant Title #5U38HM000449-05, and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said agreement to fulfill the obligations of the agreement, and containing an emergency clause.

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

SECTION ONE: The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to enter into agreements with the National Association of County and City Health Officials for the 2013 Community Guide Capacity Building Demonstration Program funded by the Centers for Disease Control and Prevention Grant Title #5U38HM000449-05, and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said agreement to fulfill the obligations of the agreement.

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

Approved: July 24, 2013

**ORDINANCE #69534
Board Bill No. 87**

An ordinance authorizing and directing the Mayor, on the behalf of the City of St. Louis, to submit all necessary applications and to enter into agreements with the Missouri Foundation for Health or any other agency for the "Missouri Foundation for Health Basic Support – Cycle III" Program and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grants to fulfill the obligations of the grants, and containing an emergency clause.

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

SECTION ONE: The Mayor, on the behalf of the City of St. Louis, is hereby authorized and directed to submit all necessary applications and to enter into any agreements with the Missouri Foundation for Health or any other agency for the "Missouri Foundation for Health Basic Support – Cycle III" Program and authorizing the Mayor, upon approval of the Board of Estimate and Apportionment, to expend any funds received by said grant to fulfill the obligations of the grant.

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

**“Missouri Foundation for Health Basic Support – Cycle III Exhibit”
(Is on file in the Register’s Office.)**

Approved: July 24, 2013

**ORDINANCE #69535
Board Bill No. 108**

An Ordinance recommended by the Planning Commission on June 5, 2013, to change the zoning of property as indicated on the District Map, from "E" Multiple-Family Dwelling District and "J" Industrial District to the "H" Area Commercial District in City Blocks 3890 (4501, 4529, 4533, 4537, 4539 & 4541 Parkview Place) & 4781.05 (4545 & 4565 Children’s Place and 4528, 4530-56 & 4576 Parkview Place), so as to include the described parcels of land in City Blocks 3890 and 4781.05; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Blocks 3890 and 4781.05 is hereby changed to the “H” Area Commercial District, real property being particularly described as follows:

A tract of land being part of City Blocks 4871-N and 3890 in the City of St. Louis, Missouri, being bounded on the North by property of Barnes – Jewish Hospital and Washington University, On the East by Taylor Avenue, on the South by Children’s Place and on the West by a 15-foot wide Alley in City Block 4871-N and a tract of land owned by St. Louis College of Pharmacy and being more particularly described as follows:

BEGINNING at the intersection of the North line of Children’s Place with the East line of a 15-foot wide Alley in City Block 4871-N; thence along the East line of said 15-foot wide Alley North 12 degrees 02 minutes 15 seconds West, a distance of 157.61 feet to a point being the Southeast corner of the part of said 15-foot wide Alley vacated by Ordinance Number 51750; thence along the South line of said Vacated Alley South 75 degrees 00 minutes 45 seconds West, a distance of 7.54 feet to the center of said Alley; thence along the center of said Alley North 21 degrees 02 minutes 15 seconds West, a distance of 172.66 feet to the center of Parkview Place as vacated by Ordinance Number 65474; thence along the center of said vacated Parkview Place North 75 degrees 00 minutes 45 seconds East, a distance of 200.64 feet to the Southeast corner of a tract of land described in a deed to Barnes – Jewish Hospital recorded September 26, 1995 as daily number 184; thence along the eastern line of said tract North 15 degrees 21 minutes 30 seconds West, a distance of 223.16 feet to the Northwest corner of a tract of land described in a deed to the St. Louis College of Pharmacy recorded March 25, 1993 as daily number 3; thence along the Northern line of said tract and tracts of land described in a deed to the St. Louis College of Pharmacy recorded April 10, 2010 as daily number 167 the following: North 74 degrees 52 minutes 23 seconds East, a distance of 178.87 feet to a point; thence South 15 degrees 21 minutes 30 seconds East, a distance of 7.50 feet to a point; thence North 74 degrees 52 minutes 23 seconds East, a distance of 222.16 feet to the Western line of Taylor Avenue; thence along the Western line of Taylor Avenue the following: South 15 degrees 21 minutes 30 seconds East, a distance of 186.64 feet to a point; thence South 26 degrees 22 minutes 41 seconds East, a distance of 61.17 feet to a point; thence South 59 degrees 11 minutes 50 seconds East, a distance of 13.73 feet to a point; thence in a Southeasterly direction along a curve to the left having a radius of 507.50 feet, an arc length of 85.84 feet, the chord of which bears South 36 degrees 43 minutes 19 seconds East, a distance of 85.74 feet to a point; thence South 41 degrees 34 minutes 03 seconds East, a distance of 96.96 feet to a point of curvature; thence along a curve to the right having a radius of 39.50 feet and an arc length of 61.37 feet to a point on the Northern line of the aforesaid Children’s Place; thence along said Northern line South 48 degrees 10 minutes 56 seconds West, a distance of 154.38 feet to a point; thence South 75 degrees 00 minutes 45 seconds West, a distance of 500.77 feet to the point of beginning and containing 6.75 acres more or less as per calculations by Stock and Associates Consulting Engineers, Inc. during April, 2013.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

**EXHIBIT A
DISTRICT MAP**



Approved: July 24, 2013

ORDINANCE #69536
Board Bill No. 89
Floor Substitute

An ordinance adopted pursuant to Section 105.483 (11) RSMo., reaffirming the provisions of Ordinances 62391, 66691, 67617, 68409 and 68934 establishing a policy for the disclosure of potential conflicts of interest and substantial interests for certain municipal officials, and containing an emergency clause.

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

SECTION ONE. Declaration of Policy.

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

SECTION TWO. Conflicts of Interest.

a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.

b. Any member of the board of aldermen who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the clerk of the Board and such disclosure shall be recorded in the Journal of the Board of Aldermen. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

SECTION THREE. Disclosure Reports.

Each elected official, candidate for elective office, the mayor, **all city employees with the authority to sign contracts on behalf of the city, members of the Board of Public Service**, the supply commissioner, and the city counselor shall disclose the following information by May 1 if any such transactions were engaged in during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

c. The mayor, **all city-wide elected officials, members of the Board of Public Service**, the supply commissioner, and the 28 members of the Board of Aldermen, also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:

1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited

partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

SECTION FOUR. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any such person may supplement their financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the Clerk of the Board of Aldermen and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

SECTION FIVE. Filing of Ordinance. The city register shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its approval.

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

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

Approved: September 15, 2013

ORDINANCE #69537
Board Bill No. 118

An Ordinance pertaining to the Employees Retirement System of the City of St. Louis (the "Retirement System") repealing the following: Section One of Ordinance No. 67963 (formerly Subsection 6 of Section Six of Ordinance No. 66511) and enacting new provisions related to the same subject matter; authorizing and directing the Board of Trustees of the Retirement System to seek a "Qualified Status" determination letter from the Internal Revenue Service and to adopt regulations related thereto; containing a severability clause; and containing an emergency clause.

WHEREAS, the City of St. Louis, Missouri (the "City") established the Retirement System by City ordinance effective April 1, 1960 pursuant to that state statute currently codified as Section 95.540 of Missouri Revised Statutes 2000, as amended, in order to provide for the pensioning of certain City employees and the employees of certain other governmental entities providing services to the inhabitants of the City;

WHEREAS, the Internal Revenue Service (the "IRS"), an agency of the federal government, has determined that the Retirement System meets the applicable requirements of a "Qualified Plan" as defined by the Internal Revenue Code of 1986, as amended (the "IRC"), and is in compliance with the applicable provisions and requirements of IRC Section 401(a) in order for the Retirement System to maintain its income tax exempt status;

WHEREAS, the United States Congress enacted The Heart Act which added additional IRC requirements for Qualified Plans subsequent to the Retirement System's most recent application for a Determination Letter pertaining to the Retirement System's "Qualified Status."

WHEREAS, the City is required to make certain changes to the City ordinances governing the Retirement System in order to maintain the Retirement System's status as a Qualified Plan;

WHEREAS, the City and the Retirement System have determined that it is in the best interest of the City and the Retirement System to maintain the Retirement System's status as a Qualified Plan; and

WHEREAS, it shall be necessary for the Board of Trustees of the Retirement System to make a new application with the IRS every five years in order to secure a current "Qualified Status" Determination Letter.

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

SECTION ONE. Section One of Ordinance No. 67963 of the City of St. Louis, Missouri (the "City") (formerly Subsection 6 of Section Six of Ordinance No. 66511 of the City) is hereby repealed and enacted in lieu thereof is the following:

6. Military Service.

Effective December 12, 1994, absence from employment with an "Employer" (as defined in Subsection 12 of Section Four of Ordinance 66511) because of "Qualified Military Service" (as defined in Subsection 21 of Section Four of Ordinance 66511) shall be considered a leave of absence granted by the Employer, provided the Employee (as defined in Subsection 11 of Section Four of Ordinance 66511) returns to active employment with his or her Employer within the period of time during which he or she has reemployment rights under any applicable federal law or within 90 days from and after discharge from such military service if no federal law is applicable and such service shall be included in "Creditable Service" (as defined in Subsection 8 of Section Four of Ordinance 66511). Notwithstanding any provision of law to the contrary, contributions, benefits and Creditable Service (as defined in Subsection 8 of Section Four of Ordinance 66511) with respect to Qualified Military Service will be provided in accordance with Section 414(u) of the Internal Revenue Code of 1986, as amended (the "IRC") and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Effective with respect to deaths occurring on or after January 1, 2007, while a Member (as defined in Subsection 16 of Section Four of Ordinance 66511) is performing Qualified Military Service, to the extent required by section 401(a)(37) of the IRC, survivors of a Member, are entitled to any additional benefits that the Retirement System (as defined in Subsection 23 of Section Four of Ordinance 66511) would provide if the Member had resumed employment and then died such as accelerated vesting or survivor benefits that are contingent on the Member's death while employed. In any event, a deceased Member's period of Qualified Military Service must be counted for vesting purposes.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the IRC, an Employee receiving Differential Wage Payments (as defined under section 3401(h)(2) of the IRC) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the IRC. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

SECTION TWO. The Board of Trustees (as defined in Subsection 5 of Section Four of Ordinance 66511) is hereby authorized and directed to seek a favorable determination letter from the Internal Revenue Service ("IRS") that the Retirement System continues to be a Qualified Plan during each filing period for governmental plans, as determined by the IRS. The Board of Trustees is authorized to adopt rules or regulations and to take the actions to meet the requirements imposed by the IRS a part of this process.

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

SECTION FOUR. This being an ordinance for the preservation of public peace, health, safety or a benefit, 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.

Approved: September 15, 2013