

**ORDINANCE #69887  
Board Bill No. 162**

An Ordinance recommended by the Planning Commission on October 1, 2014, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "B" Two-Family Dwelling District, in City Block 1426 (2842 Magnolia), so as to include the described parcels of land in City Block 1426; and containing an emergency clause.

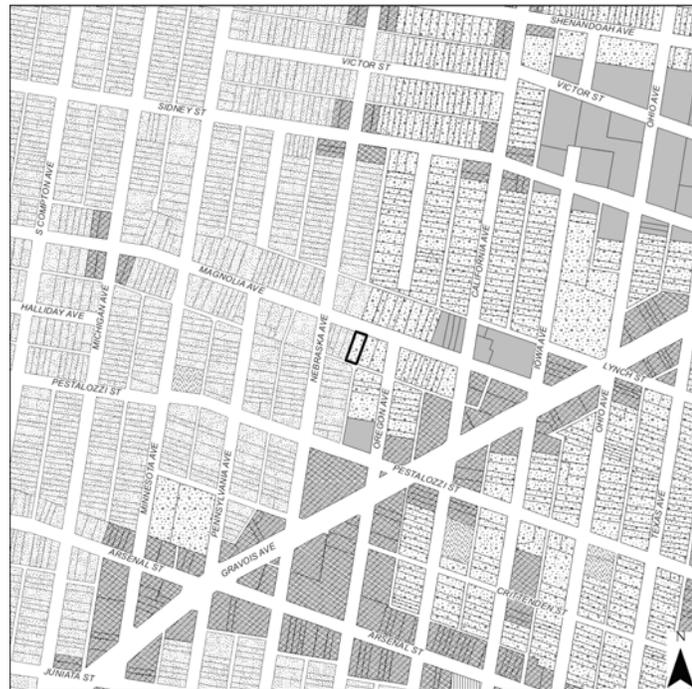
**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The zoning designation of certain real property located in City Block 1426 is hereby changed to the "B" Two-Family Dwelling District, real property being particularly described and shown in Exhibit A as follows:

Lots 30 and 31 in Block 16 of LABADIE AND LYNCH'S ADDITION, and in BLOCK 1426 of the City of St. Louis, fronting 50 feet on the South line of MAGNOLIA AVENUE, by a depth Southwardly of 141 feet 4-1/2 inches to an alley.

**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**



**Current Zoning District**

	A Single-Family Dwelling District		G Local Commercial District
	B Two-Family Dwelling District		H Area Commercial District
	C Multiple-Family Dwelling District		I Central Business District
	D Multiple-Family Dwelling District		J Industrial District
	E Multiple-Family Dwelling District		K Unrestricted District
	F Neighborhood Commercial District		L Jefferson Memorial District

Rezoning Area

Rezoning from "C" to "B"

PDA-124-14-REZ

Approved: December 18, 2014

**ORDINANCE #69888**  
**Board Bill No. 163**

An Ordinance recommended by the Planning Commission on October 1, 2014, to change the zoning of property as indicated on the District Map, from "A" Single-Family Dwelling District to the "F" Neighborhood Commercial District, in City Block 4074 (a portion of 5213 Bischoff), so as to include the described parcel of land in City Block 4074; and containing an emergency clause.

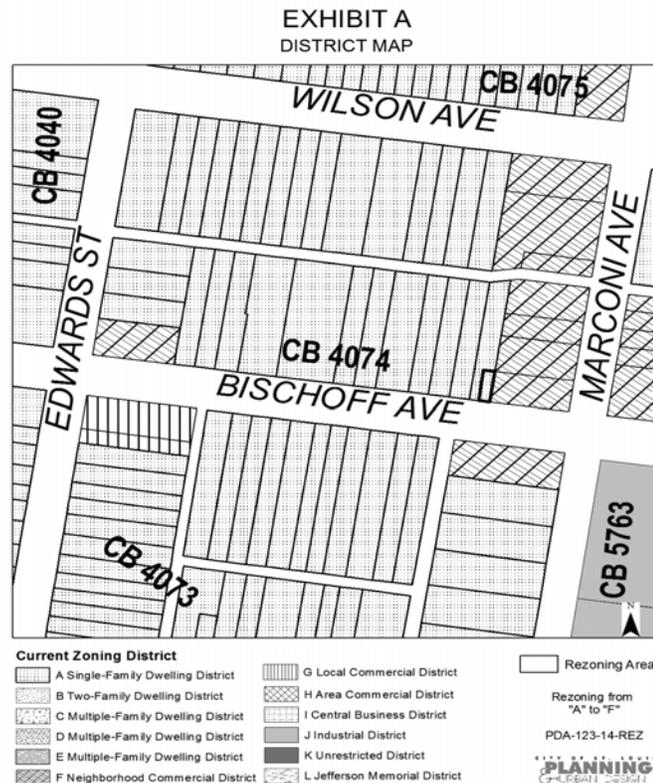
**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

**SECTION ONE.** The zoning designation of certain real property located in City Block 4074 is hereby changed to the "F" Neighborhood Commercial District, real property being particularly described and shown in Exhibit A as follows:

A tract of land in Lot 6 of Block 24 of Fairmont, a subdivision recorded Plat Book 8, Page 66, City of St. Louis records, and being in City Block 4074, City of St. Louis, Missouri, and being more particularly described as follows:

**Commencing** at a cross cut on an iron sill at the intersection of the westerly line of Marconi Avenue (formerly Cooper Street), 50 feet wide, and the northerly line of Bischoff Avenue, 60 feet wide; thence along said northerly line North 82 degrees 22 minutes 41 seconds West 96.96 feet to the **point of beginning** of this description; thence continuing along said northerly line North 82 degrees 22 minutes 41 seconds West 12.00 feet to an iron rod (set); thence leaving said northerly line and along a line parallel to the aforesaid westerly line of Marconi Avenue North 08 degrees 57 minutes 34 seconds East 42.00 feet to a point; thence along a line parallel to the aforesaid northerly line of Bischoff Street South 82 degrees 22 minutes 41 seconds East 12.00 feet to a point; thence along a line 96.96 feet westerly of and parallel to the aforesaid westerly line of Marconi Avenue South 08 degrees 57 minutes 34 seconds West 42.00 feet to the **point of beginning** of this description, and containing 504 square feet (0.012 acres), more or less. **SUBJECT TO** all easements, conditions and restrictions of record, if any.

**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.



Approved: December 18, 2014

**ORDINANCE #69889**  
**Board Bill No. 177**

An Ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment authorizing a Ninth Supplemental Appropriation in the total amount of Two Million Eighty Nine Thousand Four Hundred Forty Dollars and Sixty Four Cents (\$2,089,440.64) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established under authority of Ordinance 68358 approved June 8, 2009, into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended by Ordinance 68650 approved June 2, 2010 and Ordinance 68852 approved February 14, 2011, for the payment of costs for work and services authorized therein; and containing an emergency clause.

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

**SECTION ONE.** There is hereby authorized a Ninth Supplemental Appropriation in the total amount of Two Million Eighty Nine Thousand Four Hundred Forty Dollars and Sixty Four Cents (\$2,089,440.64) from the Airport Construction Fund Sub-Account for the 2009 Series A-1 Bond Issue established under authority of Ordinance 68358 approved June 8, 2009, into the Airport Schedule F CIP Project Ordinance 67357, approved December 19, 2006, as amended by Ordinance 68650 approved June 2, 2010 and Ordinance 68852 approved February 14, 2011, for the payment of costs for work and services authorized therein.

**SECTION TWO.** This being an ordinance providing for a public work and improvement program, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City of St. Louis' Charter and will become effective immediately upon its approval by the Mayor of the City of St. Louis.

**Approved: December 18, 2014**

**ORDINANCE #69890**  
**Board Bill No. 178**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for The City of St. Louis (the "City") to enter into and execute on behalf of the City the Lambert-St. Louis International Airport® (the "Airport") First Amendment to Vending Concession Agreement (the "First Amendment") to the Airport Vending Concession Agreement No. AL-245 between the City and AVendCo, LLC, a limited liability corporation organized and existing under the laws of the State of Missouri, dated November 5, 2013, and authorized by City Ordinance No. 69541, approved October 11, 2013 (the "Agreement"); the First Amendment to the Agreement, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

**SECTION ONE.** The Director of Airports and the Comptroller for The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Lambert-St. Louis International Airport (the "Airport") First Amendment to Vending Concession Agreement (the "First Agreement") to the Airport Vending Concession Agreement No. AL-245 between the City and AVendCo, LLC, a limited liability corporation organized and existing under the laws of the State of Missouri, dated November 5, 2013, and authorized by City Ordinance No. 69541, approved October 11, 2013 (the "Agreement"); the First Amendment to the Agreement, which was approved by the City's Airport Commission, is to read in words and figures substantially as set out in **ATTACHMENT "1"**, attached hereto and made a part hereof.

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

**SECTION THREE.** This being an ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter, and shall become effective immediately upon approval of the Mayor of the City.

ATTACHMENT "1"



LAMBERT-ST. LOUIS  
INTERNATIONAL AIRPORT®

AVENDCO, LLC

FIRST AMENDMENT TO  
VENDING CONCESSION AGREEMENT

AL#-245

AL#-245

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®  
FIRST AMENDMENT TO CONCESSION AGREEMENT  
(VENDING)

**THIS FIRST AMENDMENT**, made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between The CITY OF ST. LOUIS ("City"), a municipal corporation of the State of Missouri and AVENDCO LLC ("Concessionaire"), a limited liability corporation organized and existing under the laws of the State of Missouri, is an amendment to Concession Agreement AL-245 (the "Agreement") dated November 5, 2013.

**WITNESSETH THAT:**

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

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

1. The Effective Date of this First Amendment shall be December 1, 2014.
2. Section 502(A) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 502(A):

"For Contract Years One (1) through Five (5), the MAG will be as follows:

<u>Contract Year</u>	<u>Minimum Annual Guarantee</u>
1	\$203,000
2	\$152,250
3	\$152,250
4	\$152,250
5	\$152,250"

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

*(Remainder of page left intentionally blank)*

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

Authorized by City Ordinance \_\_\_\_\_, approved \_\_\_\_\_, 20\_\_



authorizing the payment of certain costs of issuance of the Leasehold Revenue Bonds; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; and containing an emergency clause.

**WHEREAS**, the Corporation holds title to the convention center located at Washington Avenue, between 7th and 8th Streets (the “Cervantes Convention Center”), located within the geographical boundaries of the City and leases the Convention Center Property (as defined herein) to the City, pursuant to which lease the City has an option to purchase the Convention Center Property for a nominal sum upon defeasance or final retirement of the Bonds (as defined herein); and

**WHEREAS**, on April 6, 1993, under and by the authority of Section 67.657, RSMo, and pursuant to Ordinance 62802 of the City, the qualified voters of the City approved a three and one half percent (3 ½%) sales tax on the amount of sales or charges for all rooms paid by the transient guests of hotels and motels in the City to be levied to provide funds for convention, tourism, and sports facilities purposes and agencies (the “Hotel Sales Tax”); and

**WHEREAS**, under and by the authority of St. Louis, Mo., Rev. Code, Ch. 11, §11.42.255; Ordinance No. 56263, §3 (October 17, 1972), the City imposes a one percent (1%) license tax based upon the gross receipts due from or paid by patrons of all restaurants and itinerant restaurants doing business within the City, excluding gross receipts from the sale of any alcoholic beverage (the “Restaurant Gross Receipts Tax”); and

**WHEREAS**, the Board of Aldermen of the City has previously authorized and directed the issuance by the Corporation of its Leasehold Revenue Bonds, Series 2008, originally issued in the aggregate principal amount of \$21,850,000 (the “Refunded Bonds”) pursuant to the herein defined Indenture for the purpose, in part, of providing funds to pay the costs of the Series 2008 Projects (as defined in the Indenture); and

**WHEREAS**, the City has determined that it is in the best interest of the City to authorize and direct the Corporation to issue bonds for the purpose of refunding the Refunded Bonds; and

**WHEREAS**, the City has determined that funds are needed to construct, repair, improve, and renovate the Cervantes Convention Center (the “Project”); and

**WHEREAS**, it is necessary and desirable in connection with the issuance of the Leasehold Revenue Bonds for the City and/or the Corporation to execute and deliver certain documents, including the Supplemental Indenture, the Supplemental Lease Purchase Agreement, the Supplemental Deed of Trust, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Official Statement, the Bond Purchase Agreement, and the Credit Agreement, if any; and that the City and the Corporation execute certain other documents, take certain other actions and approve certain other documents, as herein provided.

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

**Section 1. Definitions.** Capitalized terms used herein and not defined in this Ordinance shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

“**Additional Rentals**” means the Additional Rentals as defined in the Indenture.

“**Ambac**” means Ambac Assurance Corporation.

“**Authority**” means The Industrial Development Authority of the City of St. Louis, Missouri.

“**Bond**” or “**Bonds**” means collectively the various series of bonds issued pursuant to the Indenture, including the Leasehold Revenue Bonds.

“**Bond Purchase Agreement**” means, collectively or singularly, as the context may require, one or more Bond Purchase Agreements related to the issuance and sale of the Leasehold Revenue Bonds.

“**Cervantes Convention Center**” means the convention center located at Washington Avenue between 7th and 8th Streets in the City of St. Louis, Missouri.

“**City**” means The City of St. Louis, Missouri.

**“City Documents”** means the Supplemental Lease Agreement, the Tax Compliance Agreement, the Credit Agreement, if any, the Continuing Disclosure Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Leasehold Revenue Bonds and to carry out and comply with the intent of this Ordinance.

**“Continuing Disclosure Agreement”** means collectively or singularly, as the context may require, one or more Continuing Disclosure Agreements memorializing the City’s and/or the Corporation’s continuing disclosure obligations with respect to the Leasehold Revenue Bonds.

**“Convention Center Property”** means the real property described on Exhibit B to the Lease Agreement together with any improvements constructed thereon and the personal property located thereon.

**“Corporation”** means the St. Louis Municipal Finance Corporation.

**“Corporation Documents”** means the Supplemental Indenture, the Supplemental Lease Purchase Agreement, the Supplemental Deed of Trust, the Tax Compliance Agreement, the Bond Purchase Agreement, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Leasehold Revenue Bonds and to carry out and comply with the intent of this Ordinance.

**“Credit Agreement”** means any agreement by and between the Credit Provider and the City providing for Credit Enhancement.

**“Credit Enhancement”** means a letter of credit, liquidity facility, a surety bond, or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for or insuring the payment of all or a portion of the principal of and interest on one or more series of Leasehold Revenue Bonds as provided therein.

**“Credit Provider”** means the issuer or issuers of any Credit Enhancement, if any, pursuant to the Credit Agreement and identified in the Supplemental Indenture.

**“Deed of Trust”** means the First Deed of Trust and Security Agreement dated as of June 15, 1993 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and The Sanwa Bank, Limited, predecessor to Ambac, as credit provider; as amended and supplemented by the First Supplemental Deed of Trust, Security Agreement and Assignment dated as of August 1, 1999 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, Ambac; as supplemented and restated by the Second Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of November 1, 2000 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and Ambac; as supplemented and restated by the Third Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of April 16, 2003 by and among the Corporation, the mortgage trustee as provided therein, the Trustee and Ambac; as supplemented by the Fourth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of May 1, 2005 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; as supplemented by the Fifth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of November 1, 2008 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; as supplemented by the Sixth Supplemental and Restated First Deed of Trust, Security Agreement and Assignment dated as of June 1, 2009 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; supplemented by the Seventh Supplemental and Restated Deed of Trust, Security Agreement and Assignment dated as of March 1, 2010 by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac; and as may be further supplemented and restated.

**“Indenture”** means the Indenture of Trust dated as of June 15, 1993 by and between the Corporation and the Trustee; as supplemented by the First Supplemental Indenture of Trust dated as of June 15, 1993 by and between the Corporation and the Trustee; as supplemented by the Second Supplemental Indenture of Trust dated as of August 1, 1999 by and between the Corporation and the Trustee; as supplemented and restated by the Third Supplemental and Restated Indenture of Trust dated as of November 15, 2000 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Fourth Supplemental and Restated Indenture of Trust dated as of April 15, 2003 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Fifth Supplemental and Restated Indenture of Trust dated as of May 1, 2005 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Sixth Supplemental and Restated Indenture of Trust dated as of November 1, 2008 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Seventh Supplemental and Restated Indenture of Trust dated as of June 1, 2009 by and among the Corporation, the Authority, and the Trustee; as supplemented and restated by the Eighth Supplemental and Restated Indenture of Trust dated as of March 1, 2010 by and among the Corporation, the Authority and as may be further supplemented and restated.

**“Junior Lien Bonds”** means the Series 2000 Bonds, the Series 2005B Bonds, Series 2009B Bonds and any future series of Bonds specifically subordinate and junior to the Series 1993A Bonds, Series 2003 Bonds, Series 2005B Bonds, Series 2008 Bonds, Series 2009A Bonds, the Series 2010 Bonds and Additional Bonds, as such terms are defined in the Indenture.

**“Lease Agreement”** means the Lease Purchase Agreement dated as of the June 15, 1993, pursuant to which the Corporation has conveyed a leasehold interest in the Convention Center Property to the City, and the City has leased the Convention Center Property from the Corporation and agreed to pay Rentals and Additional Rentals, subject to annual appropriation, equal to the principal and interest due on the Bonds, by and between the Corporation and the City; as supplemented by the First Supplemental Lease Agreement dated as of August 1, 1999 by and between the Corporation and the City; as supplemented and restated by the Second Supplemental and Restated Lease Purchase Agreement dated as of November 15, 2000 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Third Supplemental and Restated Lease Purchase Agreement dated as of April 15, 2003 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Fourth Supplemental and Restated Lease Purchase Agreement dated as of May 1, 2005 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Fifth Supplemental and Restated Lease Agreement dated as of November 1, 2008 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Sixth Supplemental and Restated Lease Agreement dated as of June 1, 2009 by and among the Corporation, the City, and the Authority; as supplemented and restated by the Seventh Supplemental and Restated Lease Agreement dated as of March 1, 2010 by and among the Corporation, the City, and the Authority; and as may be further supplemented and restated.

**“Leasehold Revenue Bonds”** means, collectively or singularly, as context may require, all Series of Bonds authorized under this Ordinance, the aggregate principal amount of which shall not exceed \$25,000,000, which may be issued as Parity Bonds or Junior Lien Bonds.

**“Official Statement”** means the preliminary and/or final Official Statement or Official Statements prepared in connection with the issuance, sale, and delivery of the Leasehold Revenue Bonds.

**“Parity Bonds”** means any and all Bonds issued under and secured by the Indenture other than the Junior Lien Bonds.

**“Refunded Bonds”** means the Corporation’s Leasehold Revenue Bonds, Series 2008.

**“Rentals”** means the Rentals as defined in the Indenture.

**“Series”** means all of the Leasehold Revenue Bonds delivered on original issuances in a simultaneous transaction and identified pursuant to the Supplemental Indenture authorizing the issuance of such Leasehold Revenue Bonds as a separate series, regardless of variations in maturity, interest rate, or other provisions. If a series of Leasehold Revenue Bonds is sold in installments, **“Series”** shall mean all of the Leasehold Revenue Bonds of such installment.

**“Supplemental Deed of Trust”** means, collectively or singularly, as the context may require, one or more supplements, amendments, and or restatements of the Deed of Trust by and among the Corporation, the mortgage trustee as provided therein, the Trustee, and Ambac, with respect to the Leasehold Revenue Bonds.

**“Supplemental Indenture”** means, collectively or singularly, as the context may require, one or more Supplemental Indentures (as defined in the Indenture), by and among the Corporation, the Authority, and the Trustee, pursuant to which the Leasehold Revenue Bonds are issued.

**“Supplemental Lease Purchase Agreement”** means, collectively or singularly, as the context may require, one or more Supplemental Lease Purchase Agreements (as defined in the Indenture) by and among the Corporation, the City, and the Authority with respect to the Leasehold Revenue Bonds.

**“Tax Compliance Agreement”** means the Tax Compliance Agreement entered into by the Corporation, the City, and the Trustee with respect to the Leasehold Revenue Bonds.

**“Trustee”** means The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., successor to BNY Trust Company of Missouri, successor to Mark Twain Bank, as trustee or any successor thereto under the Indenture.

**“Underwriters”** means the underwriters with respect to the Leasehold Revenue Bonds.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and

in the best interests of the City:

(a) to authorize and direct the Corporation to issue in one or more Series, as market conditions warrant, its Leasehold Revenue Bonds (i) to provide funds to pay all or a portion of the costs of refunding the Refunded Bonds, (ii) to provide funds to pay all or a portion of the costs of the Project, (iii) to fund a debt service reserve fund or funds, if any, and/or the purchase of Credit Enhancement, for any such Series, (iv) to fund a capitalized interest fund or funds, if any, for any such Series, and (v) to pay reasonable expenses incurred by the Corporation and the City in connection with the issuance of any such Series; and

(b) to authorize and direct the Corporation to enter into a negotiated sale of the Leasehold Revenue Bonds to the Underwriters.

**Section 3. Authority and Direction to Issue the Leasehold Revenue Bonds.** The City hereby authorizes and directs the Corporation, as market conditions warrant, to issue the Leasehold Revenue Bonds in an aggregate principal amount not to exceed \$25,000,000 on behalf of the City for the purposes set forth in Section 2 hereof. The Leasehold Revenue Bonds (i) shall have a final maturity not more than 20 years from their date of issuance, (ii) shall bear interest at such variable interest rates or fixed interest rates or shall have such accreted values as the City reasonably expects will achieve an economic benefit to the City, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of each Series of Leasehold Revenue Bonds shall be as provided in the Supplemental Indenture pursuant to which such Series is issued.

**Section 4. Limited Obligations.** The principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Leasehold Revenue Bonds shall be limited obligations payable by the Corporation solely from (i) proceeds of the Leasehold Revenue Bonds, (ii) Rentals and Additional Rentals received by the Corporation from the City or by the Trustee on behalf of the Corporation and reasonably expected to be used to pay debt service on the Leasehold Revenue Bonds pursuant to the Lease Agreement, (iii) amounts available in the debt service reserve fund or funds, if any, (iv) amounts available in the capitalized interest fund or funds, if any, (v) amounts payable by the Credit Provider in connection with the Credit Enhancement, if any, on the Leasehold Revenue Bonds, and (vi) certain other funds as provided in the Indenture. The City hereby agrees that during each fiscal year or portion thereof in which the Parity Bonds remain outstanding, the City will not use Hotel Sales Tax or Restaurant Gross Receipts Tax revenues in the then-current fiscal year for any purpose other than making payments of Rentals and Additional Rentals with respect to the Parity Bonds during such then-current fiscal year unless such payments of Rentals and Additional Rentals with respect to the Parity Bonds, if any, have been provided for. The principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds do not and shall not constitute an indebtedness of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments of Rentals and Additional Rentals and other amounts under the Lease Agreement is subject to annual appropriation to the extent required by applicable law as provided therein. The obligation of the City to make such payments under the Lease Agreement or the Leasehold Revenue Bonds shall not constitute a debt of the City within the meaning of any applicable provisions of law. The issuance of the Leasehold Revenue Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current fiscal year. Notwithstanding anything herein to the contrary, the Leasehold Revenue Bonds shall be issued in a form and under such terms as shall ensure and maintain the security and tax-exempt status of the Bonds outstanding as of the date of the issuance of any Series of the Leasehold Revenue Bonds.

**Section 5. Authority and Direction to Sell the Leasehold Revenue Bonds in a Negotiated Sale.** In connection with the issuance of the Leasehold Revenue Bonds, the City hereby authorizes and directs the Corporation to negotiate the sale thereof with the Underwriters, subject to the provisions of this Ordinance. The City further hereby authorizes and directs the Corporation to prepare, at the request of the Underwriters, the Official Statement, to execute and deliver the final Official Statement, and to execute and deliver the Bond Purchase Agreement, in connection with such negotiated sale or sales of the Leasehold Revenue Bonds.

**Section 6. Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes and directs the Corporation to obtain Credit Enhancement for any Series of the Leasehold Revenue Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriters and the financial advisor, will achieve an economic benefit for the City if such Series of the Leasehold Revenue Bonds is secured by such Credit Enhancement. Any Credit Agreement executed in connection therewith may pledge Rentals and Additional Rentals on a parity basis to payment of (i) debt service on the applicable Series of Leasehold Revenue Bonds and (ii) any amounts due and owing to the Credit Provider under the Credit Agreement entered into in connection with such Series of Leasehold Revenue Bonds. The Comptroller is hereby authorized to approve the terms of any such Credit Agreement, and the Comptroller, with the advice of the City Counselor as to form thereof, is hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

**Section 7. Authority and Direction to Cooperate in Qualification.** The City and the Corporation shall furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters as the Underwriters may

reasonably request to qualify any Series of Leasehold Revenue Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, neither the City nor the Corporation shall be required to register as a dealer or broker in any such state or jurisdiction, to subject itself to service of process in any state or jurisdiction in which it is not already so subject, or to comply with any other requirements deemed by the City or the Corporation to be unduly burdensome.

**Section 8. Authority and Direction to Execute and Deliver Corporation Documents.** In connection with the issuance of the Leasehold Revenue Bonds, the City hereby authorizes and directs the Corporation to approve the terms of and to execute, seal, attest, and deliver the Corporation Documents in such form as shall be approved by the City Counselor and by the appropriate officers of the Corporation executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

**Section 9. Authority and Direction to Execute and Deliver City Documents.** The City is hereby authorized to enter into, and the Mayor and the Comptroller and such other officers of the City as are appropriate are hereby authorized and directed to execute, seal, attest, and deliver, for and on behalf of and as the act and deed of the City, City Documents in such form as shall be approved by the City Counselor and by the appropriate officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

The Lease Agreement shall be for a lease term to terminate no later than the final maturity of the Bonds, subject to annual appropriation of Rentals equal to the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, on the Bonds and certain Additional Rentals due under the Lease Agreement. The Lease Agreement shall further provide the City with an option to purchase the Convention Center Property upon the defeasance, or adequate provision therefor, of the Bonds outstanding. The Lease Agreement shall contain such other terms and provisions as shall adequately secure and protect the payment of the principal of and redemption premium, if any, and interest, or accreted value of and redemption premium, if any, due on the Bonds outstanding.

**Section 10. Authorization with Respect to Sale of the Leasehold Revenue Bonds.** The preparation of the Official Statement, the execution and delivery of the Official Statement by the City, and the execution and delivery of the Bond Purchase Agreement are hereby contemplated, and the Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to take such further actions and execute such other documents as are required by the City thereunder, with their respective signatures thereon to be evidence of such approval by the City.

The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City, with the advice and concurrence of the City Counselor, are hereby authorized and directed to participate with the Corporation and the Underwriters in the preparation of the Official Statement and to execute and deliver the Official Statement and the Continuing Disclosure Agreement as necessary and desirable in order to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission.

**Section 11. Selection of Financial Advisor and Other Participants.** The Comptroller is hereby authorized to select the financial advisor and such other advisors, counsel, and participants to the transaction contemplated in this Ordinance as are desirable to further the purposes of this Ordinance.

**Section 12. Further Authority.** The City and the Mayor, the Comptroller, the Treasurer (as to permitted investments only), and other appropriate officers, 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 to the instruments and agreements authorized hereby.

**Section 13. Severability.** It is hereby declared to be the intent 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 14. Superseding of Inconsistent Provisions.** The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, but only to the extent of such inconsistency.

**Section 15. Emergency Clause.** This being an ordinance for the preservation of public welfare and safety, it is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of the City of St. Louis,

and, as such, this ordinance shall take effect immediately upon its approval by the Mayor.

**Approved: December 18, 2014**

**ORDINANCE #69892**  
**Board Bill No. 196**

An ordinance, recommended and approved by the Board of Estimate and Apportionment, authorizing the Mayor of the City of St. Louis, on behalf of the City, to apply for funding under the United States Department of Housing and Urban Development (HUD) Office of Healthy Homes and Lead Hazard Control being offered pursuant to a Federal Fiscal Year 2014 Notice of Funding Availability (the "NOFA") for the Lead Hazard Reduction Demonstration Grant (LHRD) Program, authorizing the Mayor and the Comptroller on behalf of the City to enter into and execute agreements with HUD for the receipt of Fiscal Year 2014 Lead Hazard Reduction Demonstration, appropriating the sum of a maximum federal obligation of Two Million Five Hundred Thousand Dollars (\$2,500,000) awarded through the LHRD Grant Program, and directing the Director of Public Safety and the Building Commissioner, the Health Commissioner and Director of the Community Development Administration (CDA) to contract with municipal agencies, non-profit corporations and other entities as necessary for the expenditure of LHRD funds for the purpose of expansion and continuation of the Mayor's Lead Safe St. Louis Comprehensive Action Plan which will include activities such as lead screening, testing, outreach, education, inspection services, clearance testing, lead hazard remediation, enforcement, temporary relocation, administration, and directing the Comptroller to issue warrants thereon upon the City Treasury; and containing an emergency clause.

**WHEREAS**, the City of St. Louis has been awarded Lead Hazard Reduction Demonstration Grant funds MOLHD0269-14 ("LHRD Grant") from the United States Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control under the Federal Fiscal Year 2014 Notice of Funding Availability; and

**WHEREAS**, the LHRD Grant will make available to the City the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) for lead-based paint hazard control in privately owned housing; and

**WHEREAS**, the City has identified grant-related needs, and

**WHEREAS**, the Board of Aldermen wishes to appropriate the LHRD Grant funds for these needs and authorize the expenditure of the grant funds for grant-related purposes.

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

**Section One.** The Mayor of the City of St. Louis, on behalf of the City, is hereby authorized to enter into grant agreements from the Department of Housing and Urban Development.

**Section Two.** There is hereby appropriated the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) of LHRD funds for the purposes described in Exhibit A incorporated herein by reference. The Director of Public Safety, Building Commissioner, Health Commissioner and Director of CDA are hereby authorized to make, negotiate and execute any and all contracts or other documents, on behalf of the City, which are necessary to carry out said programs and to expend said funds for the purposes and in the amounts specified in Exhibit A hereto, and the Comptroller is authorized and directed to issue warrants upon the City Treasury for payment thereon.

**Section Three.** This being an ordinance necessary for the immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist within the meaning of Sections 19 and 20, Article IV, of the Charter and this ordinance shall in full force and effect immediately upon its passage and approval by the Mayor.

EXHIBIT A			
LEAD SAFE ST. LOUIS—BUDGET			
GRANT PARTNERS	GRANT AMOUNT	MATCH AMOUNT	TOTAL AMOUNT
LHRD Grant Administration Program Community Development Administration	\$423,574		\$423,574
LHRD Grant Remediation Program Building Division	\$1,845,301	\$625,000	\$2,470,301
LHRD Education and Outreach Program Department of Health	\$101,375		\$101,375
Relocation Program Catholic Charities Housing Resource Center	\$25,000		\$25,000
Training and Remediation Program DeSales Community Housing Corporation	\$50,000		\$50,000
Lead Hazard Tracking Database Maintenance and Upgrades Wireless Blue Yonder	\$54,750		\$54,750
<b>TOTAL AMOUNT</b>	<b>\$2,500,000</b>	<b>\$625,000</b>	<b>\$3,125,000</b>

**Approved: December 18, 2014**

**ORDINANCE #69893  
Board Bill No. 197  
Committee Substitute**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing The City of St. Louis, Missouri (the "City") to establish green community program for the purpose of making low-interest loans for residential energy efficiency projects and public building energy conservation projects and to issue and sell, in one or more series, its Qualified Energy Conservation Bonds (Energy Efficiency Program), Series 2014 in an aggregate principal amount not to exceed \$3,900,000 (the "Series 2014 Bonds" or "Bonds") in order to finance public building energy conservation projects and the low-interest loan green community program, all for the general welfare, safety and benefit of the citizens of the City, authorizing and directing the City to execute and deliver the Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement, the Offering Document, the Bond Purchase Agreement, and the Credit Agreement, if any (all as defined herein); authorizing the City to obtain credit enhancement for the Series 2014 Bonds from a Credit Provider (as defined herein); authorizing the payment of any obligations due to a Credit Provider, if any, and authorizing the Comptroller and any other appropriate City officials to execute the Credit Agreement and other documents related thereto, if any; authorizing participation of appropriate City officials in preparing a disclosure document in the form of either an Official Statement or Private Placement Memorandum (the "Offering Document"), if any; authorizing the acceptance of the terms of the Bond Purchase Agreement and the taking of further actions with respect thereto; authorizing the payment of certain costs of issuance, green community program expenses and/or reimbursement of city general fund expenses in connection with the Series 2014 Bonds; authorizing and directing the taking of other actions and approval and execution of other documents as necessary or desirable to carry out and comply with the intent hereof; superseding provisions of prior ordinances of the City to the extent inconsistent with the terms hereof; and containing an emergency clause.

**WHEREAS**, the City is a legally constituted constitutional charter city and political subdivision of the State of Missouri, and by virtue of its constitutional home rule powers and all laws applicable thereto has the power to issue the Bonds and such borrowing is for a proper public purpose and in the public interest; and

**WHEREAS**, the Board of Aldermen is authorized under and by the Charter of The City of St. Louis (the "Charter") and the laws of the State of Missouri to borrow funds for the development of an energy efficiency and conservation program for residential and commercial property owners and public buildings; and

**WHEREAS**, the City desires to establish a "green community program" within the meaning of Section 54D of the Internal Revenue Code of 1986, as amended (the "Code") for the purpose of promoting energy efficiency and conservation throughout the City; and

**WHEREAS**, the City has determined that it is advisable or necessary that one or more series of Bonds be issued as "qualified energy conservation bonds" ("QECB Bonds") under Section 54D of the Code and "qualified tax credit bonds" under Section 54A or 6431 of the Code and IRS notices 2009-29, 2010-35 and 2012-44 which bonds, subject to compliance with certain conditions, would be eligible for a direct payment by the United States Treasury (the "Treasury") to the City of a portion of the interest on such bonds ("Direct Interest Subsidy Payments") provided, however, that with respect to any series of Bonds issued as QECB Bonds to finance any Series 2014 Projects (as defined herein), any such portions of the Series 2014 Projects shall be completed by the City for "qualified conservation purposes as defined in section 54D of the Code, and

**WHEREAS**, the City has received an allocation of \$3,637,371 from the State of Missouri (the "State") to issue QECBs in principal amount of up to \$3,637,371; and

**WHEREAS**, QECBs may be issued to fund projects for which 100% of the available project proceeds of the QECBs are used for qualified conservation purposes; and implementing a "green community program", including the use of loans, grants, or other repayment mechanisms to implement such a program, is a qualified conservation purpose under Section 54D of the Code" and

**WHEREAS**, the Board of Aldermen have determined that it is in the best interest of the City to issue and sell the Series 2014 Bonds to fund all or a portion of the costs of the Series 2014 Projects (defined herein) through a negotiated public sale, direct purchase or a private placement; and

**WHEREAS**, it is necessary and desirable in connection with the issuance of the Series 2014 Bonds for the City to execute and deliver certain documents and take certain other actions as herein provided.

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

**Section 1. Definitions.** Capitalized terms used herein and not otherwise defined in this Ordinance or the preambles hereto shall have the meanings ascribed to such terms in the Indenture. As used in this Ordinance, the following words shall be defined as follows:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City to pay the principal of and interest due on the Series 2014 Bonds and other payments described in the Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement or Bond Purchase Agreements related to the issuance and sale of the Series 2014 Bonds.

"City Documents" means the Indenture, the Continuing Disclosure Agreement, the Bond Purchase Agreement, the Tax Compliance Agreement, and the Credit Agreement, if any, and such other documents, certificates, and instruments as may be necessary or desirable to facilitate the issuance of the Series 2014 Bonds and to carry out and comply with the intent of this Ordinance.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, if any, with respect to the Series 2014 Bonds.

"Credit Agreement" means any agreement by and between the Credit Provider and the City, providing for Credit Enhancement.

"Credit Enhancement" means a letter of credit, liquidity facility, a surety bond, or bond insurance policy or policies, issued by a Credit Provider guaranteeing, providing for, or insuring the payment of all or a portion of the principal of and interest on the Series 2014 Bonds as provided therein.

"Credit Provider" means the issuer or issuers of the Credit Enhancement, if any, pursuant to or identified in the Indenture.

"Indenture" means the Trust Indenture between the City and the Trustee, as may be further amended pursuant to the terms thereof, pursuant to which the Series 2014 Bonds are issued.

"Municipal Advisor" means collectively, Public Financial Management, Inc. and TKG & Associates, LLC, the co-municipal advisor to the City with respect to the Series 2014 Bonds.

"Offering Document" means the Preliminary Official Statement or Private Placement Memorandum, and the final Official Statement or Private Placement Memorandum, prepared in connection with the issuance, sale, and delivery of the Series 2014 Bonds.

"Private Placement Agent" means the private placement agent selected by the Comptroller to assist with the placements of the Series 2014 Bonds, if any.

"QECCB Bonds" means bonds which are qualified energy conservation bonds pursuant to Section 54D of the Code.

"Series 2014 Bonds" shall mean Taxable Qualified Energy Conservation Bonds, Series 2014A and Taxable Energy Conservation Bonds, Series 2014B, if issued, in an aggregate principal amount not to exceed \$3,900,000 to fund the Series 2014 Projects and with respect to such Series 2014B Bonds to pay certain costs of issuance, program fees and expenses and origination fees and the reimbursing the City for its administrative costs in connection with the Program; provided, however, that if the Series 2014 Bonds are not issued until 2015, the series designation may be changed to Series 2015 Bonds.

"Series 2014 Projects" means the funding of a qualified energy conservation projects, including the funding of low-interest energy efficiency loans for home and commercial property owners, and/or public building energy conservation projects which qualify for financing with QECCB Bonds; provided, however, that if the Series 2014 Bonds are not issued until 2015, the Series 2014 Projects shall referred to as the Series 2015 Projects.

"Tax Compliance Agreement" means the Tax Compliance Agreement entered into by and between the City and the Trustee.

"Trustee" means the trustee or any successor trustee designated by the Treasurer.

"Underwriter" means the underwriter or underwriters with respect to the Series 2014 Bonds, if any.

**Section 2. Findings and Determinations.** The Board of Aldermen hereby finds and determines that it is necessary and in the best interests of the City:

(a) to authorize the City to issue, if market conditions warrant, the Series 2014 Bonds (i) to fund the Series 2014 Projects, (ii) to provide for a debt service reserve fund and/or Credit Enhancement for the Series 2014 Bonds, (iii) to fund capitalized interest on the Series 2014 Bonds and (iv) to pay reasonable expenses incurred by the City in connection with the issuance and sale of the Series 2014 Bonds, including, but not limited to, program fees, expenses and the costs of program administration.

(b) that the Series 2014 Bonds be payable solely from amounts appropriated in each fiscal year of the City ("Fiscal Year") out of the income and revenues of the City provided for such Fiscal Year plus any unencumbered balances from the previous years; and

(c) to authorize and direct the City to enter into a private placement agreement at the recommendation of the Private Placement Agent and Municipal Advisor, a direct purchase agreement or a negotiated sale of the Series 2014 Bonds to the Underwriter.

(d) That all of the recitals contained in the preambles to this Ordinance are full, true and correct and are hereby incorporated into this Ordinance by this reference.

**Section 3. Establishment of Green Community Program.** The Board of Aldermen hereby establishes a "green community program" within the meaning of Section 54D of the Code (the "Green Community Program") for the purpose of promoting energy efficiency and conservation throughout the City. The Green Community Program shall include, but need not be limited to, the issuance of QECCBs to provide loans to homeowners and private businesses for the retrofitting of existing homes, buildings and facilities to meet program-established standards for heating, cooling, lighting, water-saving, storm water-reducing, or related improvements. The Comptroller and/or the Mayor is hereby authorized to select a program administrator and other professionals to establish the standards of the Green Community Program and to design, administer and market the same on behalf of the City. **The Green Community Program shall be approved by resolution of the Board of Aldermen to be enacted.**

**Section 4. Designation of Series 2014A Bonds as "Qualified Energy Conservation Bonds."** The Board of Aldermen hereby irrevocably designates the Series 2014A Bonds as "qualified energy conservation bonds" under Section 54D of the Code and elects to receive cash subsidy payments from the United States Treasury. Under Section 54D of the Code, QECCB Direct Interest

Subsidy Payments may be made in the lesser of 100% of the interest due on the applicable payment date on QECB Bonds or 70% of the amount of interest that would have been due on QECB Bonds on the applicable payment date if the interest were determined at the tax credit rate determined by the United States Treasury.

**Section 5. Authority and Direction to Issue the Series 2014 Bonds.** The City hereby authorizes, if market conditions warrant, issuance of the Series 2014 Bonds for the purposes set forth in 0 hereof. The Series 2014 Bonds (i) shall have a final maturity not more than 20 years from their date of issuance, (ii) shall bear a fixed rate of interest of not more the maximum interest rate legally permissible by the State of Missouri, and (iii) may be sold at a premium or at a discount with such discount not to exceed the maximum discount allowable under Missouri law. The terms and provisions of the Series 2014 Bonds shall be as provided in the Indenture. Payment of the Series 2014 Bonds will be subject to annual appropriation,

**Section 6. Book-Entry System; Appointment of Registrar and Paying Agent.** The Bonds may be issuable as book entry bonds in the form of fully registered bonds, without coupons, and the registrar and paying agent may treat the person in whose name any Series 2014 Bonds is registered on the bond register as the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2014 Bond shall be made only to or upon the order of the registered owner thereof or his/her legal representative, and the City and the registrar and paying agent shall not be affected by any notice to the contrary. The Trustee is hereby appointed registrar and paying agent for the Series 2014 Bonds. With respect to any Bonds registered in the name of The Depository Trust Company or its nominee, the City and the Registrar and Paying Agent shall recognize The Depository Trust Company or its nominee as the owner of the Series 2014 Bonds for all purposes under this Ordinance and the Indenture.

**Section 7. Limited Obligations.** The Series 2014 Bonds and the interest thereon shall be limited obligations payable by the City solely from (i) proceeds of the Series 2014 Bonds, (ii) Appropriated Moneys, including amounts payable from the General Fund and/or the repayment of the loans originated under the Green Community Programs, (iii) Direct Interest Subsidy Payments received by the City from the U.S. Treasury, or by the Trustee on behalf of the City, and reasonably expected to be used to pay debt service on the Series 2014 Bonds, (iv) amounts available in the debt service reserve fund, if any, and (v) amounts payable by any Credit Provider in connection with Credit Enhancement, if any, on the Series 2014 Bonds. The Series 2014 Bonds and the interest thereon do not and shall not constitute an indebtedness or debt of the City or the State of Missouri or any instrumentality thereof within the meaning of any constitutional or statutory debt limitation or restriction. The obligation of the City to make payments on the Series 2014 Bonds is subject to annual appropriation as provided therein and in this Ordinance and the Indenture. The issuance of the Series 2014 Bonds will not directly or contingently obligate the City to make any payments beyond those appropriated for its then current Fiscal Year.

**Section 8. Annual Appropriation.** The Board of Aldermen hereby directs the any officers of the City at any time charged with the responsibility of formulating budget proposals to include in each annual budget prepared and presented to the Board of Aldermen an appropriation of the amount necessary to pay debt service on the Series 2014 Bonds in the next succeeding Fiscal Year without offset for any anticipated U.S. Treasury Direct Interest Subsidy Payments.

**Section 9. Authority and Direction to Execute and Deliver City Documents; Approval of Documents.**

(a) **Series 2014 Bonds.** The Bond form contained in the 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 2014 Bonds on behalf of the City in the manner provided in this Ordinance and the 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 of the City who shall have signed or sealed any of the Series 2014 Bonds shall cease to be such officials of the City before the Series 2014 Bonds so signed and sealed have been actually authenticated by the Trustee, or delivered by the City, such Series 2014 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 2014 Bonds had not ceased to be such official or officials of the City; and any such Series 2014 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 2014 Bonds, shall be the proper officials of the City, although at the date of such Series 2014 Bonds any such person shall not have been such official of the City.

(b) **Indenture.** The Mayor and the Comptroller and other appropriate officials of the City, with the approval as to form by the City Counselor, are hereby authorized and directed to execute and deliver an Indenture authorizing the issuance of the Series 2014 Bonds in such form not inconsistent with the provisions of this Ordinance, as the City officials executing the same shall approve, and the Register is hereby authorized and directed to affix the corporate seal of the City thereto and to attest the same, and the signatures of the City officials executing the same shall be conclusive as to their approval of such changes, modifications or completions on behalf of the City.

(c) **Bond Purchase Agreement.** The Mayor and the Comptroller, and other appropriate officials of the City, with the approval as to form by the City Counselor, are hereby authorized and directed to execute and deliver the Bond Purchase Agreement with the Underwriter, direct purchaser or at the recommendation of any Private Placement Agent, if any, selected by the Comptroller and the Municipal Advisor, 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 such approval by the City.

(d) **Offering Document.** The Mayor and the Comptroller, and other appropriate City officials are hereby authorized and directed to participate in the preparation of the preliminary Offering Document, if any, and the final Offering Document, if any, for the issuance and sale of the Series 2014 Bonds and are further authorized and directed to execute and deliver such documents with their signature thereon to be conclusive of such approval by the City.

(e) **The Continuing Disclosure Agreement.** The Mayor and the Comptroller, and other appropriate officials of the City, with the approval as to form by the City Counselor are hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, if required, in such form 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.

**Section 10. Authorization with Respect to Sale of the Series 2014 Bonds.** The Mayor, the Comptroller, and other appropriate officers, agents, and employees of the City are hereby authorized and directed to participate with the Underwriter or Placement Agent, if any, in the preparation of the Offering Document, if any; the Mayor and the Comptroller are hereby authorized and directed to execute and deliver the final Offering Document in a form that is consistent with the provisions of this Ordinance, as is approved by the Mayor and the Comptroller with the advice of the Underwriter or Private Placement Agent, if any, and the Municipal Advisor, and as is approved as to form by the City Counselor, with the respective signatures of the Mayor and the Comptroller thereon to be evidence of the approval of the City.

**Section 11. Authority and Direction to Obtain Credit Enhancement.** The City hereby authorizes the Comptroller, in her sole discretion, to negotiate and approve the terms of any agreement for Credit Enhancement for the Series 2014 Bonds and to purchase Credit Enhancement with respect to the Series 2014 Bonds from a Credit Provider with such credit rating that, in the opinion of the Underwriter, if any, and the Municipal Advisor, will achieve an economic benefit for the City if the Series 2014 Bonds are secured by such Credit Enhancement. The fees payable with respect to any Credit Enhancement acquired for the Series 2014 Bonds shall be payable out of the proceeds thereof as a cost of issuance. The Mayor and the Comptroller of the City are hereby authorized to approve the terms of any such Credit Agreement, and, with the advice of the City Counselor as to form thereof, are hereby authorized and directed to execute such Credit Agreement and other documents in connection therewith as required to obtain the Credit Enhancement.

**Section 12. Further Authority.** The Mayor, the Comptroller, the Treasurer (as to permitted investments only), the Register, and other appropriate officers, agents, and employees of the City, with the advice and concurrence of the City Counselor, are hereby authorized and empowered to take such further actions and execute such other documents, including, but not limited to, any documents or forms necessary to qualify the Series 2014A Bonds as Qualified Energy Conservation Bonds under the Code, 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 to the City Documents and the Offering Document.

**Section 13. 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 sections of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section that it cannot be presumed that the Board of Aldermen would have enacted the valid sections without the illegal, unconstitutional or ineffective section; or unless the court finds that the valid sections standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

**Section 14. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri without reference to its conflict of laws principles.

**Section 15. Superseding of Inconsistent Provisions.** The provisions of this Ordinance hereby amend any provision of any ordinance of the City inconsistent with the terms hereof, including but not limited to Ordinance 69049, but only to the extent of such inconsistency.

**Section 16. Emergency Clause.** The passage of this Ordinance shall be and is hereby declared to be an emergency measure within the meaning of Article IV, Sections 19 and 20, of the Charter of The City of St. Louis, and, as such, this Ordinance shall take effect immediately upon its approval by the Mayor.

**Approved: December 18, 2014**





